

INVITATION FOR BID
No. 21-R077463JH
EMS MEDICAL SUPPLIES
AUGUST 27, 2021

Manatee County BCC
Procurement Division
1112 Manatee Avenue, West Ste 803
Bradenton, FL 34205
purchasing@mymanatee.org



ADVERTISEMENT

INVITATION FOR BID No. 21-R077463JH

EMS MEDICAL SUPPLIES

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County), will receive sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide EMS Medical Supplies, as specified in this Invitation for Bid to include EMS Medical Supplies.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Bids in response to this IFB is **October 1, 2021 at 2:00 P.M. ET**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time. Bids will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803 and the Bidder's name and total bid amount will be read aloud. Bidders or their representatives may attend the Bid opening.

No review or analysis of the Bids will be conducted at the Bid Opening.

SOLICITATION INFORMATION CONFERENCE:

No Solicitation Information Conference will be conducted for this solicitation.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid to the Manatee County Procurement Division is September, 9 2021. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section A.15 carefully to avoid violation and possible sanctions.

DESIGNATED PROCUREMENT CONTACT: Jeb Hayter, Procurement Agent

(941) 749-3055, Fax (941) 749-3034

Email: jeb.hayter@mymanatee.org

Manatee County Financial Management Department
Procurement Division

AUTHORIZED FOR RELEASE:

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SECTION A, INSTRUCTIONS TO BIDDERS, IFB No. 21-R077463JH

To receive consideration, entities who submit a response to this Invitation for Bid (Bidders) must meet the minimum qualification requirements and comply with the following instructions. Bid responses (Bids) will be accepted from single business entities, joint ventures, partnerships or corporations.

A.01 BID DUE DATE

The Due Date and Time for submission of Bids in response to this Invitation for Bid (IFB) is **October 1, 2021 at 2:00 PM**. Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 and time stamped by a Procurement representative prior to the Due Date and Time.

Bids received after the Due Date and Time will not be considered. It will be the sole responsibility of the Bidder to deliver its bid to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a bid is sent by U.S. Mail, courier or other delivery services, the Bidder will be responsible for its timely delivery to the Procurement Division. Bids delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Bidder's request and expense.

A.02 PUBLIC OPENING OF BIDS

Bids will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803 in the presence of County officials. Bidders or their representatives may attend the Bid opening.

Manatee County will make public at the opening the names of the business entities which submitted a Bid and the total bid price submitted. No review or analysis of the Bids will be conducted at the Bid Opening.

A.03 SUBMISSION OF BIDS

The contents of the Bid sealed package must include:

- One (1) bound original clearly identifying Bidder and marked "ORIGINAL".
- One (1) electronic format copy clearly identifying Bidder with all required information and identical to the original.

Electronic format copy should be submitted on a Universal Serial Bus (USB) portable flash memory drive or compact disc (CD) in MicroSoft Office[®] or Adobe Acrobat[®] portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Bid copies. Electronic copies must be searchable and contain an identical Bid to the original.

Submit the Bid package in a sealed container with the following information clearly marked on the outside of the package: IFB No. 21-R077463JH, EMS Medical Supplies, Bidder's name, and Bidder's address.

Bids must be delivered to the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County
Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

A.04 BID FORMS

Bids must include the forms provided in this IFB. If needed, additional pages may be attached to a form. Bidders must fully complete and execute all Bid Forms. Bid Forms must be executed by an authorized official of the company who has the legal authority to bind the company.

A.05 ENVIRONMENTAL SUSTAINABILITY

Bidder shall acknowledge in its Bid if Bidder has an environmental sustainability initiative. In addition, Bidder shall submit with its Bid a brief summary of its environmental sustainability initiative. This information will be used as a determining factor in the award decision when all other factors, including local preference, are otherwise equal.

A.06 STANDARDS FOR MATHEMATICAL ERRORS

1. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the Bid.
2. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
3. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting its Bid.
4. Regardless of the type of bid pricing form used, all Bids shall be reviewed mathematically by the County using these standards.

A.07 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this IFB are distributed electronically and available for download at no charge at www.mymanatee.org > *Business, Bids and Proposals*. This link is located at the top of the County website home page under the business tab. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize a third-party provider, to distribute Bids. Participation in the third-party provider's system is not a requirement for doing business with the County.

Additionally, the IFB and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday, with the exception of County holidays.

A.08 ADDENDA

Any interpretations, corrections or changes to this IFB will be made by addendum. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org> > Business > *Bids and Proposals*, and any third-party provider's website.

All addenda are a part of the IFB and each Bidder will be bound by such addenda. It is the responsibility of each Bidder to read and comprehend all addenda issued. Failure of any Bidder to acknowledge an issued addendum in its Bid will not relieve the Bidder from any obligation contained therein.

A.09 BID EXPENSES

All costs incurred by Bidder in responding to this IFB will be the sole responsibility of the Bidder.

A.10 QUESTION AND CLARIFICATION PERIOD

Each Bidder shall examine all terms, conditions and requirements in the IFB documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or request for changes or interpretations, clarification or additional information pertaining to this IFB shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to purchasing@mymanatee.org prior to the Deadline for Questions and Clarifications. Bidder shall furnish any data or information it deems necessary for the County to evaluate requests to modify the terms, conditions or requirements of this IFB. Any changes or modifications to the terms, conditions and requirements of this IFB will be at the sole discretion of the County. All questions received and responses given will be provided to potential Bidders via an addendum to this IFB.

Manatee County will not be responsible for oral interpretations given including from County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification, modifications, or additional information will be given.

A.11 FALSE OR MISLEADING STATEMENTS

Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the

opinion of the County, such information was intended to mislead the County in its evaluation of the Bid, and the attribute, condition or capability is a requirement of this IFB. Such Bidder will be disqualified from consideration for this IFB and may be disqualified from submitting a response on future solicitation opportunities with the County.

A.12 UNBALANCED BIDDING

County recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the County such variation does not appear to be justified given bid requirements and industry and market conditions, the Bid will be presumed to be unbalanced. Examples of unbalanced Bids will include:

1. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
2. Bids quoting prices that substantially deviate, either higher or lower, from those included in the Bids of competitive Bidders for the same line item unit costs.
3. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event County determines that a Bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its Bid. County reserves the right to deem any presumptive unbalanced Bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

A.13 WITHDRAWAL OR REVISION OF BIDS

Bidders may withdraw Bids under the following circumstances:

1. If Bidder discovers a mistake(s) prior to the Due Date and Time. Bidder may withdraw its Bid by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Bids. A copy of the request shall be retained and the unopened Bid returned to the Bidder; or
2. After the Bids are opened but before a contract is signed, Bidder alleges a material mistake of fact if:
 - a. The mistake is clearly evident in the solicitation document; or
 - b. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made in the Bid. Request to withdraw a Bid must be in writing and approved by the Procurement Official.

A.14 JOINT VENTURES

Bidders intending to submit a bid as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

A.15 LOBBYING

After the issuance of any solicitation, no prospective Bidders, or their agents, representatives or persons acting at the request of such Bidder, shall contact, communicate with or discuss any matter relating in any way to the solicitation with any County officers, agents or employees, other than the Procurement Official or designee, unless otherwise directed by the Procurement

Official or designee. This prohibition includes copying such persons on written communications (including email correspondence) but does not apply to presentations made to evaluation committees or at a County Commission meeting where the Commission is considering approval of a proposed contract. This requirement ends upon final execution of the contract or at the time the solicitation is cancelled. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

A.16 IRREVOCABLE OFFER

Any Bid may be withdrawn up until the Due Date and Time. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to provide the goods or services set forth in this IFB or until one or more of the Bids have been duly accepted by County, whichever occurs first.

A.17 ERRORS OR OMISSIONS

Once a Bid is opened, the County will not accept any request by Bidder to correct errors or omissions in the Bid other than as identified in paragraph A.13.

A.18 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

The County will conduct a due diligence review of all Bids received to determine if the Bidder is responsible and responsive.

To be responsive a Bidder must submit a Bid that conforms in all material respects to the requirements of this IFB and contains all the information, fully completed attachments and forms, and other documentation required. Bids that are deemed non-responsive will not be considered.

To be responsible, a Bidder must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this IFB. Bids submitted by Bidders that are deemed non-responsible will not be considered.

A.19 SCRUTINIZED COMPANIES FORM

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million

or more. To the extent certification is required, it shall be provided on the enclosed Attachment, *Vendor Certification Regarding Scrutinized Companies Lists*.

A.20 LOCAL PREFERENCE

To qualify for local preference, a local business, as defined in Section B, Terms and Conditions, must provide certification to County by completing an ‘Affidavit as to Local Business’ form which is available for download at www.mymanatee.org/vendor. Click on ‘Affidavit for Local Business’ to access and print the form. Complete, notarize, and return the original with Bidder’s Bid. It is the responsibility of the Bidder to ensure accuracy of the affidavit and notify County of any changes affecting its local business status.

A.21 COLLUSION

Bidder certifies that its Bid is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Bidder from participation in future County solicitations for a specified period.

The County reserves the right to disqualify a Bidder during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Bidder.

A.22 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past five years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, may not submit a bid to provide any goods or services to a public entity; may not submit a bid with a public entity for the construction or repair of a public building or public

work; may not submit bids on leases of real property to a public entity; may not be awarded or perform Work as a contractor, supplier, Subcontractor, or consultant under an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Code of Laws prohibits the award of any bid to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

A.23 DISCOUNTS AND PRICING

All discounts must be incorporated in the prices contained in the bid and not shown separately. Unless otherwise specified in this IFB, pricing must be all inclusive, including delivery costs. The prices indicated on the Pricing Form shall be the prices used in determining award. When there is a discrepancy between the unit prices and any extended prices, the unit prices shall prevail.

A.24 PROTEST

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Official.

Protest must be in writing and delivered via email at purchasing@mymanatee.org or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Procurement Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

A.25 LICENSES AND PERMITS

The successful Bidder shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Bidder is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

A.26 CONFLICT OF INTEREST

Manatee County Code of Laws prohibits contracts where conflicts are found to exist. Bidder shall not be currently engaged in, or if awarded, will not become engaged in any obligations, undertakings or contracts that will require Bidder to maintain an adversarial role against the County or that will impair or influence the advice or recommendations it provides to the County.

A.27 BASIS OF AWARD

Award(s) will be made to the responsive, responsible Bidder having the lowest Bid. The County, at its sole discretion, may make multiple awards based upon groups, price, or other such criteria. Whenever the lowest Bid is submitted by two or more Bidders and are equal with respect to price, quality, and/or service, the Bid received from a local business shall be given preference in the award. Whenever two or more lowest Bids are received from local businesses and are equal with respect to price, quality, and/or service, the award shall be determined by a chance drawing to be conducted by the Procurement Official in a publicly noticed meeting.

Local business is defined as a business legally authorized to engage in the sale of goods and/or services which, for at least six months prior to the announcement of the solicitation for Bids, has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas, or Sarasota County, and which has had at least one full-time employee at that location during the qualifying period.

A.28 ACCESSIBILITY

The County is committed to making its documents and information technologies accessible to individuals with disabilities by meeting the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2). **For assistance with accessibility regarding this solicitation, contact the Manatee County Procurement Division via email at purchasing@mymanatee.org or by phone at 941-748-4501, X3014.**

Successful Bidder shall ensure all its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 508 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Successful Bidder shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, successful Bidder shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

A.29 SOLICITATION SCHEDULE

The following schedule has been established for this Solicitation process. Refer to the County’s website (www.mymanatee.org > Business > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

<u>Scheduled Item</u>	<u>Scheduled Date</u>
Question and Clarification Deadline	September 09, 2021
Final Addendum Posted	September 16, 2021
Bid Response Due Date and Time	October 01, 2021 by 2:00 PM ET
Projected Award	November, 2021

END SECTION A

SECTION B, TERMS AND CONDITIONS

IFB No. 21-R077463JH

B.01 AGREEMENT

The agreement resulting from the acceptance of a bid shall be in the form of a contract and/or a purchase order. This agreement shall be for One (1) year from date of award with Four (4) one-year renewal options.

B.02 NON-EXCLUSIVE

Unless otherwise stated in this IFB, successful Bidder understands and agrees that any resulting contractual relationship is non-exclusive, and the County reserves the right to contract with more than one Bidder or seek similar or identical goods and services elsewhere if deemed in the best interest of the County.

B.03 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as “the Confidential Security Records”) are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 1. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Bidder agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County’s Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Bidder receives a request for such records, it shall immediately contact the County’s designated Contract administrator who shall coordinate County’s response to the request.

B.04 PURCHASING COOPERATIVE

It is the intent of this IFB to include requirements and to obtain bids on behalf of Manatee County. Further it authorizes entities belonging to the Sarasota Bay Area Chapter of NIGP to obtain purchases utilizing the terms, conditions and pricing of this IFB. This opportunity is also made available to all public agencies, pursuant to their own governing laws, and subject to the agreement of the supplier. Manatee County will not be financially responsible for the purchases of other entities utilizing this IFB and any resulting contract or purchase order.

B.05 LOCAL PREFERENCE

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services, and which certifies within its Bid that for at least six (6) full months prior to the advertisement of this IFB it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location. Local preference shall not apply to the following categories of agreements:

1. Purchases or agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions governing the funds prohibit the preference.
2. Any bid announcement which specifically provides that local preference, as set forth in this section, is suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.
3. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.
4. To qualify for local preference under this section, **a local business must certify to County** by completing an “**Affidavit as to Local Business Form**,” which is available for download at www.mymanatee.org/vendor. Click on “Affidavit for Local Business” to access and print the form. Complete, notarize, and mail the notarized original to the following address: Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.
5. It is the responsibility of the bidder to ensure accuracy of the Affidavit as to Local Business and notify County of any changes affecting same.

B.06 SUPPLIER REGISTRATION

Registering your business will provide Manatee County a sourcing opportunity to identify suppliers of needed goods and services and identify local businesses. To register as a supplier with the County go to www.mymanatee.org/vendor. For assistance with supplier registration, call the Procurement Division main number at (941) 749-3014. Office hours are Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding County holidays.

B.07 RESERVED RIGHTS

County reserves the right to accept or reject any and/or all bids, to waive irregularities and minor technicalities, and to request resubmission. Also, County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of County. For all items combined, the bid of the lowest, responsive, responsible bidder will be accepted, unless all bids are rejected.

The lowest, responsible bidder shall mean that Bidder who makes the lowest Bid to sell goods and/or services of a quality which meets or exceeds the quality of goods and/or services set forth in the IFB documents or otherwise required by County.

To be responsive, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the IFB.

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

B.08 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

B.09 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the Bidder is prohibited from delineating a separate line item in its bid for any sales or service taxes.

The Successful Bidder will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

B.10 CODE OF ETHICS

With respect to this and any bid, if a Bidder violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Bidder will be ineligible for award to perform the work described in this IFB, and may be disqualified from submitting on any future quote or bid requests to supply goods or services to Manatee County. By submitting a bid, the Bidder represents to County that all statements made and materials submitted are truthful, with no relevant facts withheld.

B.11 AMERICANS WITH DISABILITIES

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or bid opening should

contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

B.12 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Invitation for Bid and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

B.13 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISES

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

B.14 QUALITY

Unless otherwise specifically provided in the IFB documents, all goods provided shall be new, the latest make or model, of the best quality, of the highest grade of workmanship, and of the most suitable for the purpose intended.

Unless otherwise specifically provided in the IFB documents, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

B.15 DELIVERY

Unless otherwise specified, all prices shall include all delivery cost (FOB Destination).

B.16 AUTHORIZED PRODUCT REPRESENTATION

Bidder, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to do so may, in the County's sole discretion, be deemed a material breach of the resulting agreement and shall constitute grounds for County's immediate termination of the resulting agreement.

B.17 ROYALTIES AND PATENTS

The successful Bidder shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Successful Bidder shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save County harmless from loss on account thereof, including costs and attorney's fees.

B.18 PUBLIC RECORDS

Upon receipt, all inquiries and responses to inquiries related to this Bid become "Public Records", and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Bids become subject to disclosure thirty (30) days after the opening or when notice of intent to award is made, whichever occurs first, as provided by Florida Statutes § 119.071(1)(b).

If County rejects all Bids and concurrently notices its intent to reissue the solicitation, the rejected Bids are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A bid is not exempt for longer than twelve (12) months after the initial notice of rejection of all Bids.

Pursuant to Florida Statute 119.0701, to the extent Successful Bidder is performing services on behalf of County, Successful Bidder must:

1. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Bidder agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Bidder does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Bidder transfers all public records to County upon completion of the contract, the Successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Bidder keeps and maintains public records upon completion of the contract, the Successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

PHONE: (941) 742-5845,
EMAIL: DEBBIE.SCACCIANOCE@MYMANATEE.ORG,
MAIL: ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE
WEST, BRADENTON, FL 34205.

B.19 TRADE SECRETS

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Bid in response to a Request for Bid are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Except for materials that are ‘trade secrets’ as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Bid in response to the Request for Bid shall belong exclusively to County.

To the extent that Bidder desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Bid that are not declared as trade secret. In addition, Bidder shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Bidder shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Bidder shall provide a hard copy of its Bid that redacts all information designated as trade secret.

In conjunction with trade secret designation, Bidder acknowledges and agrees that:

1. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Bidders request for trade secret at any time; and
2. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
3. That after notice from County that a public records request has been made pursuant to Bidder’s bid, the Bidder at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Bidder in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Bidder will be deemed to have waived the trade secret designation of the materials.

Notwithstanding any other provision in this solicitation, designation of the entire bid as ‘trade secret’, ‘proprietary’, or ‘confidential’ is not permitted and may result in a determination that the Bid is non-responsive.

B.20 ePAYABLES

Manatee County Board of County Commissioners and the Manatee County Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards.

The Clerk of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If Bidder is interested in participating in this program, complete the ePayables Application attached herein and return the completed form via email to lori.bryan@manateeclerk.com.

B.21 FUNDING

This IFB is subject to the appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions herein. The County shall provide prompt written notice to the successful Bidder that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this IFB, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated whichever occurs first, be thereafter released of all further obligations in any way related to this IFB.

B.22 CONDITIONS FOR EMERGENCY EVENTS

A critical challenge in emergency situations is to obtain essential supplies, goods and equipment in the affected areas. It is the County's priority that public property, life, safety, and health are protected during any emergency as declared by the State and/or the County. Therefore, before, during and after a disaster, hurricane, flood, act of terrorism, or other public emergency event, whether natural or man-made, successful Bidder shall make delivery to the County of the goods and services in this IFB its first priority.

Successful Bidder will ensure that contract prices are billed to the County for deliveries as part of an emergency event. Upon award of a contract, successful Bidder shall furnish an email and phone number in which successful Bidder can be contacted twenty-four (24) hours per day, seven days per week for emergency services.

B.23 TERMINATION

The County, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this IFB with or without cause immediately upon providing written notice to the successful Bidder. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under the contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to the date of the notice of termination.

The County reserves the right to terminate any contract entered into pursuant to this IFB, in part or in whole, or place the successful Bidder on probation in the event it fails to perform in accordance with the terms and conditions stated herein. Notification will be made by providing written notice of such failure or default and by specifying a reasonable time period within which the successful Bidder must cure any such failure to perform or default. If the successful Bidder fails to cure the default within the time specified, the County may then

terminate the subject contract by providing written notice to the successful Bidder. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances and/or policies. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest.

B.24 PRECEDENCE

Statements contained in the Scope of Service or Bid Summary Sections of this IFB, which vary from the information contained in Sections A and B, shall have precedence.

B.25 E-VERIFY

Prior to the employment of any person under this contract, the Successful Bidder shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Bidder to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract. By submission of a bid in response to this IFB, the successful Bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Bidder shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

B.26 SUBCONTRACTORS

The successful bidder will obtain prior written approval from the County for any subcontractor(s) and the work they will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the successful Bidder.

Bidders subcontracting any portion of the work shall include a list of subcontractors along with their bid. The list shall include name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

If County has reasonable objection to any subcontractor, the County may request the successful bidder to submit an acceptable substitute without an increase in contract sum or contract time.

If successful Bidder declines to make any such substitution, the County may award the resulting agreement to the next lowest qualified bidder that proposes to use acceptable subcontractors, who County does not make written objection to. In the event the successful

Bidder declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

The successful Bidder shall maintain sole responsibility for the actions of its employees and subcontractors. New employees brought in after contract award shall follow the same requirement stated above for the life of the contract.

B.27 RECOMMENDATION FOR AWARD

Upon successful completion of evaluations, a recommendation for award to the successful Bidder(s) will be presented for approval per County ordinances, policies and procedures.

END SECTION B

SECTION C Insert Bid Forms

(To be completed and returned with Bid)

**ATTACHMENT A, ACKNOWLEDGMENT OF ADDENDA
IFB No. 21-R077463JH**

The undersigned acknowledges receipt of the following addenda:

Addendum No.: _____ Date Received: _____

Print or type Bidder's information below:

Name of Bidder: _____

Telephone Number: _____

Street Address: _____

City, State, Zip: _____

Email Address: _____

Website Address: _____

Signature of Authorized Official: _____

Printed Name, Title, Date: _____

Bidder must fully execute and return this form with its Bid.

ATTACHMENT B, BID SIGNATURE FORM
IFB No. 21-R077463JH

The undersigned represents that:

- (1) By signing the bid, that he/she has the authority and approval of the legal entity purporting to submit the bid and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) All facts and responses set forth in the bid are true and correct;
- (3) By submitting a bid and signing below, the Bidder agrees to all terms and conditions in this IFB, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Respondent understands that if it submits exceptions to the Contract in its Response, the Respondent's Response may be determined non-responsive; and
- (4) The Bidder, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type Bidder's information below:

Name of Bidder

Telephone Number

Street Address

City/State/Zip

Email Address

Web Address

Print Name & Title of Authorized Officer

Signature of Authorized Officer

Date

Bidder must fully execute and return this form with its Bid.

**ATTACHMENT C, PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
CERTIFICATION**

IFB No. 21-R077463JH

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to the Manatee County Board of County Commissioners by

_____ [Print individual's name and title]

for _____ [Print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

I understand that no person or entity shall be awarded or receive a County agreement for public improvements, procurement of goods or services (including professional services) or a County lease, franchise, concession or management agreement, or shall receive a grant of County monies unless such person or entity has submitted a written certification to County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of County's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family

members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

[Supplier Signature]

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _ day of _____, 20____ by _____
_____ who is personally known _____ OR Produced _____
_____ [Type of identification]

Notary Public Signature

My commission expires _____

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

ATTACHMENT D, INSURANCE REQUIREMENTS

The SUPPLIER will not commence work under the resulting Agreement until all insurance coverages indicated by an "X" herein have been obtained. The SUPPLIER shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

REQUIRED INSURANCES

Automobile Liability Insurance Required Limits

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

This policy shall contain severability of interests' provisions.

Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$5,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

This policy shall contain severability of interests' provisions.

Employer's Liability Insurance

Coverage limits of not less than:

- \$100,000 Each Accident
- \$500,000 Disease Each Employee
- \$500,000 Disease Policy Limit

Worker’s Compensation Insurance

US Longshoremen & Harbor Workers Act

Jones Act Coverage

Coverage limits of not less than:

- Statutory workers’ compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should ‘leased employees’ be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers’ Compensation coverage and Employer’s Liability coverage for all personnel on the worksite and in compliance with the above Workers’ Compensation requirements. NOTE: Workers’ Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

OTHER INSURANCES

Aircraft Liability Insurance Required Limits

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a ‘smooth’ limit.
- \$ General Aggregate.

Un-Manned Aircraft Liability Insurance (Drone)

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name ‘Manatee County a political subdivision of the State of Florida’ as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

Installation Floater Insurance

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

Professional Liability and/or Errors and Omissions (E&O) Liability Insurances

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

Builder's Risk Insurance

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

Cyber Liability Insurance

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

Hazardous Materials Insurance (As Noted Below)

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

Pollution Liability

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Asbestos Liability (If handling within scope of Contract)

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

Disposal

When applicable, SUPPLIER shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

Hazardous Waste Transportation Insurance

SUPPLIER shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

Liquor Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

Garage Keeper’s Liability Insurance

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

Bailee’s Customer Liability Insurance

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or

organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the SUPPLIER'S care, custody and control.

Hull and Watercraft Liability Insurance

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

Other [Specify]

I. INSURANCE REQUIREMENTS

THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the SUPPLIER, his agents, representatives, and employees; products and completed operations of the SUPPLIER; or automobiles owned, leased, hired or borrowed by the SUPPLIER. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.
In addition to furnishing a Certificate of Insurance, the SUPPLIER shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.
- b. The SUPPLIER'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of SUPPLIER's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the SUPPLIER for the COUNTY.

General Insurance Provisions Applicable to All Policies

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, SUPPLIER shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance. In addition, when requested in writing from the COUNTY, SUPPLIER will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida

Attn: Risk Management Division

1112 Manatee Avenue West, Suite 969

Bradenton, FL 34205

3. The project's solicitation number and title shall be listed on each certificate.
4. SUPPLIER shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.

5. SUPPLIER agrees that should at any time SUPPLIER fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
6. The SUPPLIER waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
7. The SUPPLIER has sole responsibility for all insurance premiums and policy deductibles.
8. It is the SUPPLIER'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. SUPPLIER shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or SUPPLIER shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the SUPPLIER's deductible or self-insured retention and to require that it be reduced or eliminated.
10. SUPPLIER understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of SUPPLIER'S obligation to provide and maintain the insurance coverage specified.
11. SUPPLIER understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
12. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

[Remainder of page intentionally left blank]

ATTACHMENT D, SUPPLIER'S INSURANCE STATEMENT
IFB No. 21-R077463JH

THE UNDERSIGNED has read and understands the aforementioned insurance requirements of the Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Date: _____

Consultant Name: _____

Authorized Signature: _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____

Agent Phone: _____

Please return this completed and signed statement with your Bid.

**ATTACHMENT E, CONFLICT OF INTEREST AFFIDAVIT
IFB No. 21-R077463JH**

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] _____
_____, as [INSERT TITLE] _____ of [INSERT
CONSULTANT NAME] _____, with full authority to bind (hereinafter
"CONSULTANT"), who being first duly sworn, deposes and says that CONSULTANT:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONSULTANT to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. _____ for _____

DATED this _____ day of _____, 20_____.

CONSULTANT Signature

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____
_____, 20____, by [NAME] _____, as [TITLE] _____
_____ of [CONSULTANT] _____. He / She is personally
known to me or has produced _____ [TYPE OF
IDENTIFICATION] as identification.

Notary Signature
Commission No. _____

ATTACHMENT F, DRUG FREE WORK-PLACE CERTIFICATION
IFB No. 21-R077463JH

This form must be signed and sworn to in the presence of a notary public or other official authorized to administer oaths.

This sworn statement is submitted to the Manatee County Board of County Commissioners by _____
[print individual's name and title]

for _____ whose business address is _____
[print name of entity submitting sworn statement]

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by § 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the workplace;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its workplaces, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement;
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free workplace through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

[Signature of Owner, Partner, President, CEO or other Authorized Official or Agent of Bidder]

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____
who is:

- Personally known
- OR
- Produced identification _____
[Type of identification]

My commission expires _____

Notary Public Signature _____

[Print, type or stamp Commissioned name of Notary Public]

ATTACHMENT G, PRICING FORM

IFB No. 21-R077463JH

1. Bidders must complete **Attachment G in Micro Soft Excel® format, which is posted on the Procurement webpage of the County's website with this solicitation and available for download. Bidder must provide hard copies and electronic copies of the Pricing Form with its Bid per the requirements of this IFB.**
2. Provide a firm, fixed cost. Costs must be all-inclusive, including any delivery fees, to provide the goods and/or services.

ATTACHMENT G, BID PRICING FORM
IFB No. 21-R077463JH
EMS MEDICAL SUPPLIES

<u>Item</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Brand/Model Number</u>	<u>Substitution</u>	<u>Estimated Annual Quantities</u>	<u>Unit Price</u>	<u>Extended Pricing</u>	<u>Specify FDA approved "Equivalent" Brand Mfg and Quantity/Unit of Measure</u>
GROUP A: OXYGEN AND AIRWAY CONTROL, BASIC AIRWAY MANAGEMENT								
1	Adult Spur II	each	Ambu 520-211-000	No Substitution	1600			
2	Pedi Spur II	each	Ambu 530-213-000	No Substitution	80			
3	Infant Spur II	each	Ambu 540-212-000	No Substitution	60			
4	55mm, infant, Hudson cath-guide airways, latex free	each	Hudson	No Substitution	30			
5	60mm, small child, Hudson cath-guide airways, latex free	each	Hudson	No Substitution	20			
6	70mm, child, Hudson cath-guide airways, latex free	each	Hudson	No Substitution	20			
7	80mm, small adult, Hudson cath-guide airways, latex free	each	Hudson	No Substitution	100			
8	100mm, medium adult, Hudson cath-guide airways, latex free	each	Hudson	No Substitution	700			
9	110mm, adult, Hudson cath-guide airways, latex free	each	Hudson	No Substitution	350			
10	120mm, large adult, Hudson cath-guide airways, latex free	each	Hudson	No Substitution	100			
11	size 12 fr, Nasopharyngeal airway, robertazzi style, latex free	each	Rusch	or Equivalent	40			
12	size 14 fr, Nasopharyngeal airway, robertazzi style, latex free	each	Rusch	or Equivalent	30			
13	size 16 fr, Nasopharyngeal airway, robertazzi style, latex free	each	Rusch	or Equivalent	40			
14	size 18 fr, Nasopharyngeal airway, robertazzi style, latex free	each	Rusch	or Equivalent	40			
15	size 20 fr, Nasopharyngeal airway, robertazzi style, latex free	each	Rusch	or Equivalent	30			
16	size 22 fr, Nasopharyngeal airway, robertazzi style, latex free	each	Rusch	or Equivalent	30			
17	size 24 fr, Nasopharyngeal airway, robertazzi style, latex free	each	Rusch	or Equivalent	75			
18	size 26 fr, Nasopharyngeal airway, robertazzi style, latex free	each	Rusch	or Equivalent	175			
19	size 28 fr, Nasopharyngeal airway, robertazzi style, latex free	each	Rusch	or Equivalent	150			
20	size 30 fr, Nasopharyngeal airway, robertazzi style, latex free	each	Rusch	or Equivalent	150			
21	size 32 fr, Nasopharyngeal airway, robertazzi style, latex free	each	Rusch	or Equivalent	100			
22	size 34 fr, Nasopharyngeal airway, robertazzi style, latex free	each	Rusch	or Equivalent	50			
23	size 36 fr, Nasopharyngeal airway, robertazzi style, latex free	each	Rusch	or Equivalent	60			
24	Infant, medium concentration oxygen mask, latex free, w/7ft tubing	each		or Equivalent	70			
25	Pediatric non-breather, high concentration oxygen mask, latex free, w/7ft tubing	each		or Equivalent	350			
26	Adult, non-breather, high concentration oxygen mask, latex free, elongated w/7ft tubing	each		or Equivalent	3000			
27	Infant Nasal cannula, latex free, w/7ft tubing	each		or Equivalent	50			
28	Pediatric Nasal Cannula, latex free with 7ft tubing	each		or Equivalent	250			
29	Adult, nasal cannal, over the ear style, flair tipped, latex free, w/7ft tubing	each		or Equivalent	9000			
30	Curaplex Select Nebulizer, small-volume, hand held, T-piece, Mouthpiece, flextube, 7 ft	each		or Equivalent	900			
31	VixOne Nebulizer with Pedi Dragon Mast, latex free, Westmed#0312	each		or Equivalent	75			
32	84" Oxygen supply tube, latex free	each		or Equivalent	30			
33	Ventilation circuit Smith Medical	each	Pneupak #122003	No Substitution	150			
34	3.0mm size; Rusch flexi set, uncuffed endotracheal tubes with stylet installed, Murphy tip with internal connector and radiopaqueline; latex free	each	Rusch	or Equivalent	30			
35	3.5mm size; Rusch flexi set, uncuffed endotracheal tubes with stylet installed, Murphy tip with internal connector and radiopaqueline; latex free	each	Rusch	or Equivalent	30			
36	4.0mm size; Rusch flexi set, uncuffed endotracheal tubes with stylet installed, Murphy tip with internal connector and radiopaqueline; latex free	each	Rusch	or Equivalent	40			
37	5.0mm size; Rusch flexi set, uncuffed endotracheal tubes with stylet installed, Murphy tip with internal connector and radiopaqueline; latex free	each	Rusch	or Equivalent	50			
38	6.0mm size; Rusch flexi set, cuffed endotracheal tubes with stylet installed, Murphy tip with internal connector and radiopaque line; latex free	each	Rusch	or Equivalent	50			
39	6.5mm size; Rusch flexi set, cuffed endotracheal tubes with stylet installed, Murphy tip with internal connector and radiopaque line; latex free	each	Rusch	or Equivalent	75			
40	7.0mm size; Rusch flexi set, cuffed endotracheal tubes with stylet installed, Murphy tip with internal connector and radiopaque line; latex free	each	Rusch	or Equivalent	250			
41	8.0mm size; Rusch flexi set, cuffed endotracheal tubes with stylet installed, Murphy tip with internal connector and radiopaque line; latex free	each	Rusch	or Equivalent	300			
42	9.0mm size; Rusch flexi set, cuffed endotracheal tubes with stylet installed, Murphy tip with internal connector and radiopaque line; latex free	each	Rusch	or Equivalent	50			
43	Thomas E.T holder Adult	each	Laerdal	No Substitution	200			
44	Thomas E.T holder Pediatric	each	Laerdal	No Substitution	50			
45	Sunmed ET tube introducer	10/bx	13362	No Substitution	200			
46	6 french, suction catheters, finger tip control of the suction and a whistle tip design, latex free	each		or Equivalent	10			
47	8 french, suction catheters, finger tip control of the suction and a whistle tip design, latex free	each		or Equivalent	20			
48	10 french, suction catheters, finger tip control of the suction and a whistle tip design, latex free	each		or Equivalent	20			
49	12 french, suction catheters, finger tip control of the suction and a whistle tip design, latex free	each		or Equivalent	20			
50	14 french, suction catheters, finger tip control of the suction and a whistle tip design, latex free	each		or Equivalent	30			
51	18 french, suction catheters, finger tip control of the suction and a whistle tip design, latex free	each		or Equivalent	40			
52	DuCanto suction Catheter Kit	each	8600-01344	No Substitution	350			
53	1200cc Bemis suction canister with lid and tubing	each	Bemis #485410	No Substitution	350			
54	Filterline set, non humidified, intubated, adult/Pediatric 100ea/BX	each		or Equivalent	600			
55	Smart Capnoline Plus non intubated, oral nasal w/O2 tubing 100 ea/Bx	each		or Equivalent	1200			
56	Peep Valve, Disposable Adjustable 30mm Inner Diameter	each		or Equivalent	500			

EMS MEDICAL SUPPLIES

Item	Description	Unit of Measure	Brand/Model Number	Substitution	Estimated Annual Quantities	Unit Price	Extended Pricing	Specify FDA approved "Equivalent" Brand Mfg and Quantity/Unit of Measure	
57	Hepa Bacterial/Viral Filter	each		or Equivalent	500				
58	Meconium Aspirator	each		or Equivalent	100				
59	I-Gel O2 Pedi 1.5	each		No Substitution					
60	I-Gel O2 Pedi 2	each		No Substitution					
61	I-Gel O2 Pedi 2.5	each		No Substitution					
62	I-Gel O2 Resus Pack Size 3	each	2114-87301	No Substitution	75				
63	I-Gel O2 Resus Pack Size 4	each	2114-87302	No Substitution	75				
64	I-Gel O2 Resus Pack Size 5	each	2114-87303	No Substitution	75				
SUB TOTAL, GROUP A								\$0.00	

GROUP B: MISCELLANEOUS SUPPLIES

1	Blood Glucose Strips	box		or Equivalent	400				
2	Blood Glucose Meter	each		or Equivalent	500				
3	10ml vacutainer, red top	each		or Equivalent	700				
4	Vacutainer Holder	each		or Equivalent	50				
5	Vacutainer Needle	each		or Equivalent	50				
6	.5 gram foil package, K-Y lubrication jelly	144/bx		or Equivalent	500				
7	medium size, Alcohol prep pads	200/bx		or Equivalent	250				
8	Iodphor PVP prep pads	200/bx		or Equivalent	40				
9	Lancets	200/bx		or Equivalent	60				
10	3" x 9", I.V. arm board, padded disposable	each		or Equivalent	250				
11	3" x 17 1/2" I.V. arm board, padded disposable	each		or Equivalent	220				
12	MAD100, Mucosal Atomization Device	each	Wolfe Tory Medical #10206A	No Substitution	50				
13	disposable restraint	each		or Equivalent	250				
14	Convenience bags, White 650cc	12/pk		or Equivalent	250				
15	Bite sticks, disposable plastic	each		or Equivalent	25				
16	Disposable penlight	each		or Equivalent	150				
17	Ammonia Inhalants, capsule	10/bx		or Equivalent	80				
18	Bandage Scissors, regular size, 5 1/2"	each		or Equivalent	25				
19	Basic Paramed Shears 7 1/2" Long	each		or Equivalent	5				
20	16 oz btl, 70% Isopropyl rubbing alcohol	each		or Equivalent	120				
21	16 oz btl, Hydrogen Peroxide, topical solution	each		or Equivalent	160				
22	5 1/2" x 8" cold pack, disposable	each		or Equivalent	1200				
23	OB kit, disposable, soft packaging	each		or Equivalent	30				
24	24ga x 3/4" ClearSafe Safety IV Catheter	box	Medsource	No Substitution	42				
25	22ga x 1" ClearSafe Safety IV Catheter	box	Medsource	No Substitution	280				
26	20ga x 1 1/4 ClearSafe Safety IV Catheter	box	Medsource	No Substitution	200				
27	18ga x 1 1/4" ClearSafe Safety IV Catheter	box	Medsource	No Substitution	200				
28	16ga x 1 1/4" ClearSafe Safety IV Catheter	box	Medsource	No Substitution	70				
29	14 ga x 1 1/4" ClearSafe Safety IV Catheter	box		No Substitution	50				
30	Sodium Chlorida 0.9% 10ml prefilled syringe, flush IV	each		or Equivalent	22000				
31	60cc syringe, luer lok	40/bx	B-D 309653	or Equivalent	3				
32	30cc syringe, luer lok	40/bx	B-D 309650	or Equivalent	2				
33	10cc syringe, luer lok	100/bx	B-D 309604	or Equivalent	15				
34	3cc syringe, luer lok	100/bx	B-D 309585	or Equivalent	10				
35	1cc syringe, slip tip	100/bx	B-D 309602	or Equivalent	3				
36	Bulb syringe, 2 oz cap, Reference: Gam40-04	each	Busse	or Equivalent	50				
37	22 ga x 1 1/2 inch needle	100/bx	B-D	or Equivalent	20				
38	25 ga x 5/8" needles	100/bx	B-D	or Equivalent	10				
39	20 ga x 1 1/2" needles	100/bx	B-D	or Equivalent	10				
40	18 ga x 1 1/2" needles	100/bx	B-D	or Equivalent	15				
41	14ga x 3.25" IV catheter	each	B&D ANG100ATTY #382268	or Equivalent	50				
42	Bone Marrow Needle, Jamshida	each		or Equivalent	100				
43	Filter straw, 5 micron, 1.7" long (ref B.Braun Co. #415021)	each		or Equivalent	500				
44	Clave vial adapters,	each	Abott #1200-01	or Equivalent	600				
45	Manual Adult BP Cuff, Prosphyg 775, Size 11	each	Prosphyg 775, size 11	or Equivalent	60				
46	Manual Pediatric BP Cuff Medsource	each	MS-BP 300 Child	or Equivalent	50				
47	Manual Thigh BP Cuff Medstorm	each	36014-Thigh	or Equivalent	40				
48	Proscope 660 Adult Stethoscope Neon Orange	each		or Equivalent	100				
49	Carpus Holder	each	Hospira 2049-02	or Equivalent	100				
50	Forceps, Magill intubating Adult 9.75	each		or Equivalent	75				
51	Forceps, Magill intubating Pediatric	each		or Equivalent	50				
52	Syringe, 50 cc Irrigation	each		or Equivalent	50				
53	Ring Cutter	each		or Equivalent	20				
54	Ring Cutter Blade	each		or Equivalent	20				
55	Proscope Pediatric Stethoscope	each		or Equivalent	25				
56	Infu-Stat Disp. Pressure Infuser,325mm/hg gauge,1000ml	each	MTM 310	No Substitution	50				
57	Thermometer, Electronic Sure Temp 690 4 ft cord, wall mounted, oral prob	each	179400	No Substitution	10				
58	Probe Covers, SureTemp Thermometer	each	2733-53175	No Substitution	500				
59	IV Start Kit	each	670061-KIT	No Substitution	30000				
SUB TOTAL, GROUP B								\$0.00	

GROUP C: IMMOBILIZATION SUPPLIES

1	Multi-Grip Head Immobilizer, Adult	each	Itec	No Substitution	4000				
2	Strap, 2 piece, white, looped end with plastic buckle 5ft	3/pkg		No Substitution	4000				
3	Mega Mover Portable Transport Unit	each	Item #51926	No Substitution	100				
4	Curaplex Extrication Collar, Adult	each	3151-03161	No Substitution	4000				
5	Curaplex Extrication Collar, Mini	each	3151-03163	No Substitution	200				
SUB TOTAL, GROUP C								\$0.00	

GROUP D: PPE / PERSONAL PROTECTION EQUIPMENT

EMS MEDICAL SUPPLIES

Item	Description	Unit of Measure	Brand/Model Number	Substitution	Estimated Annual Quantities	Unit Price	Extended Pricing	Specify FDA approved "Equivalent" Brand Mfg and Quantity/Unit of Measure	
1	Halyard purple nitril gloves, 9.5" latex free, powder free, textured finger tips, fingertip 5.9mil, palm 4.7mil, cuff 3.5mil	box	All Sizes	or Equivalent	5200				
2	Infection Control Kit	each		or Equivalent	100				
3	Safety Glasses Skyper X2 with Clear Lens	each		or Equivalent	250				
4	Safety Glasses Skyper X2 with Gray Lens	each		or Equivalent	200				
5	Sleeve Cover, White, 18"	200/ca		or Equivalent	2				
6	Respirator with exhalation valve	10/bx	#3M9211, (N95)	No Substitution	500				
7	Safetec Red Z Fluid Solidifying Powder 5oz Bottle	each	#41101	No Substitution	25				
8	Surgical Gown	each		or Equivalent	10000				
9	Disposable Coveralls Small	each		or Equivalent	500				
10	Disposable Coveralls Medium	each		or Equivalent	1000				
11	Disposable Coveralls Large	each		or Equivalent	2000				
12	Disposable Coveralls X-Large	each		or Equivalent	2000				
13	Disposable Coveralls XX-Large	each		or Equivalent	1000				
14	Disposable Coveralls 3X-Large	each		or Equivalent	500				
15	Disposable Coveralls 4X-Large	each		or Equivalent	500				
16	Disposable Coveralls 5X-Large	each		or Equivalent	300				
17	Disposable Coveralls 6X-Large	each		or Equivalent	100				
SUB TOTAL, GROUP D								\$0.00	

GROUP E: PLASTIC PRODUCTS/LINENS/STRAPS AND FASTNERS

1	8 Quart Sage Sharps Container 10"x7.25x10.5	each	Sage Product #8870	No Substitution	250				
2	SharpSafety Covidien	each	Covidien 8303SA	No Substitution	100				
3	Plastic disposable bed pans, adult size	each		or Equivalent	10				
4	Plastic disposable urinals, adult size	each		or Equivalent	40				
5	62" X 80" general purpose blkt, 70%wool/30% man made fibers	each		or Equivalent	50				
6	Pillow, Disposable Medium Weight 18"x24"	each		or Equivalent	500				
8	40" X 90" Disposable drape sheet, plastic backed, Tidi Blue	50/ca	Banta Brand #980928	or Equivalent	500				
9	Disposable pillow case, full size, plastic backed	100/ca		or Equivalent	3				
10	Red Biohazard Bag, 4 Gal, 1.5mil	500/ca		or Equivalent	6				
11	Yellow BioHazard Bags, 5 gal, 1.5 mil	case		or Equivalent	10				
12	Razor, Disposable	each		or Equivalent	1000				
13	Cricothyrotomy Field Kit	each	351632	or Equivalent	25				
14	Emergency Blanket Dynarex	each	EQTHERMBL	No Substitution					
15	EMAT Tourniquet	each		or Equivalent	20				
SUB TOTAL, GROUP E								\$0.00	

GROUP F: STRYKER STRETCHER PARTS/REPAIR/REPLACEMENT

1	Bolster mattress	each	#6090-041-010	No Substitution	1				
2	Full restraint set	set	#6082-260-010	No Substitution	20				
3	Chest restraint	each	#6060-260-046	No Substitution	25				
4	Shoulder harness	each	#6060-260-045	No Substitution	25				
5	Single restraint belt	each	#6060-160-044	No Substitution	50				
6	Pocketed BR pouch	each	#6500-130-000	No Substitution	1				
7	HE storage flat	each	#6500-128-000	No Substitution	4				
8	Base storage net	each	#6500-160-000	No Substitution	10				
9	Battery	each	#6500-700-046	No Substitution	1				
10	Battery charger	each	#6500-201-000	No Substitution	1				
11	12 VDC Cable Automotive	each	#6500-201-147	No Substitution	20				
12	SMRT Power Kit-12 VDC, Domestic	each	#6500-700-040	No Substitution	5				
13	Bottle Holder Cover	each	#6500-001-260	No Substitution	10				
14	Bottle Holder Strap	each	#6500-001-261	No Substitution	20				
15	Bottle Holder Pad	set	#6500-001-262	No Substitution	50				
16	Arm Strap, Lucas Device	each	11576-000051	No Substitution	100				
17	Base Plate, Lucas Device	each	21996-000044	No Substitution	50				
18	Power Cord, Lucas Device	each	11576-000071	No Substitution	10				
19	Stabilizing Neck Strap, Lucas Device	BX	21576-000075	No Substitution	100				
20	Suction Cup, Lucas Device	each	11576-000047	No Substitution	500				
21	Chest Compression System, Lucas	each	99576-000063	No Substitution	2				
22	Battery Charger, Desk Top, Lucas Device	each	11576-000060	No Substitution	10				
23	Battery, Lucas Device	each	11576-000080	No Substitution	10				
SUB TOTAL, GROUP F								\$0.00	

GROUP G: SPLINTS

1	Pedi, hare traction splint	each	Ferno FW443	No Substitution	5				
2	Adult, hare traction splint	each	Ferno FW444	No Substitution	8				
3	K.E.D. extrication device	each	Ferno FW125	No Substitution	10				
4	K.E.D Straps	each	Ferno	No Substitution	10				
5	Splint Padded Board 15 inch	each	66012	or Equivalent	25				
6	Splint Padded Board 36 inch	each	66013	or Equivalent	25				
SUB TOTAL, GROUP G								\$0.00	

GROUP H: BANDAGES/FACE AND RESPIRATORY PROTECTION/MISCELLANEOUS SUPPLIES

1	Asherman Chest Seal	each	Rusch #115554	No Substitution	60			
2	2" wide x 4 yds long, elastic bandage	each		or Equivalent	100			
3	4" wide x 4 yds long, elastic bandage	each		or Equivalent	200			
4	6" wide x 4 yds long, elastic bandage	each		or Equivalent	110			
5	3" wide x 4 yds long, roller gauze, self adhering, non sterile	12rl/pk		or Equivalent	200			
6	6" wide x 4 yds long, roller gauze, self adhering, non sterile	6rl/pkg		or Equivalent	100			
7	7 1/2" x 8" individually wrapped, ABD pads, sterile	20/tray		or Equivalent	500			
8	12" x 30" individually wrapped, Multitrauma dressing, sterile	each		or Equivalent	120			
9	4" x 4", 12 ply individually wrapped, bandage, sterile	100/bx		or Equivalent	10			
10	2" x 2", 12 ply individually wrapped, bandage, sterile	100/bx		or Equivalent	6			
11	40"x40"x56" (approx size) triangular bandage, individually wrapped, with 2 safety pins	each		or Equivalent	350			
12	60" x 90", individually wrapped, burn sheet, blue, sterile	each		or Equivalent	50			

EMS MEDICAL SUPPLIES

Item	Description	Unit of Measure	Brand/Model Number	Substitution	Estimated Annual Quantities	Unit Price	Extended Pricing	Specify FDA approved "Equivalent" Brand Mfg and Quantity/Unit of Measure	
13	4" x 4", 12 ply, bandage, non sterile	200/pk		or Equivalent	350				
14	1" x 10 yds, tape, surgical cloth	12/bx		or Equivalent	35				
15	2" x 10 yds, tape, surgical cloth	6/bx		or Equivalent	60				
16	3" x 9" individually wrapped, vaseline gauze	50/bx		or Equivalent	4				
17	Band-aids 1"x3"	100/bx		or Equivalent	50				
18	Metal Eye Shield	each		or Equivalent	25				
19	Oval Eye pads	10/bx	80841	or Equivalent	50				
20	3M Coban 1" x 5yd	each		or Equivalent	100				
21	3M Coban 2" x 5yd	each		or Equivalent	100				
22	3M Coban 4" x 5yd	each		or Equivalent	100				
SUB TOTAL, GROUP H								\$0.00	

GROUP I: MEDICATION LIST

1	3-Way Stopcock With Swivel Male Luer Lock	each		or Equivalent	100				
2	Acetaminophen 500 mg Tabs	each	1988-61	or Equivalent	1000				
3	Acetaminophen Cherry Elixir	each	1985-00	or Equivalent	100				
4	Acetaminophen Suppository	each	1985-00	or Equivalent	500				
5	Adenosine 6mg/2ml vial,	each		or Equivalent	250				
6	Albuterol (for inhalation) unit dose vial, 3mL- 2.5mg	each		or Equivalent	200				
7	Amidate, 2mg/ml, 20mL.LIFE shield	each		or Equivalent	150				
8	Amiodorone, 150mg/3ml, Vial	each		or Equivalent	300				
9	Ativan (Lorazepam), 2mg, 1ml Vial *** OVERNIGHT COLD SHIPPING REQUIRED ***	each		or Equivalent	60			unit price includes "overnight cold shipping" charges Yes or No	
10	Atropine Sulfate, 0.1mg/mL, 10mL = 1mg Luer Jet	each		or Equivalent	600				
11	Atrovent, .02%, 2.5ml, S.D.V.	each		or Equivalent	200				
12	BBraun Dispensing Pin with one way valve	each	412023	No Substitution	500				
13	BBraun Infusomat Space Pump IV Set	each	490036	No Substitution	1000				
14	Benadryl 50 mg/mL, 1mL = 50 mg Vial	each		or Equivalent	150				
15	Bumetanide Injection, USP 2.5mg/10ml Vial	each		or Equivalent	300				
16	D50W 500 mg/mL, 50 mL = 25gm Luer Jet	each		or Equivalent	650				
17	Dextrose 5% 100ml Bag	each		or Equivalent	250				
18	Dextrose 5% 250ml Bag	each		or Equivalent	250				
19	Diltiazem (refrigerated) 25 mg	each	6013-10	or Equivalent	200				
20	Diphen, 25mg Diphenhydramine HCl Capsule	each		or Equivalent	500				
21	Diphenhydramine Elixir 12.5mg/5ml	each		or Equivalent	200				
22	Diphenhydramine Elixir, 12.5mg/5ml 4 oz	each		or Equivalent	100				
23	Dopamine 400mg, 5% Dextrose, Injection, 250 ml	each		or Equivalent	200				
24	Dopamine 400mg/250cc	each	118-2B0842EA	or Equivalent	50				
25	Epinephrine 1:10,000 .01mg/mL, 10mL = 1 mg Luer Jet	each		or Equivalent	1000				
26	Epinephrine 1:1000 1 mg/ML, ampule, 1 mL = 1 mg	each		or Equivalent	200				
27	Famotidine 10mg/ml 2ml SDV	each		or Equivalent	100				
28	Famotidine 20mg tablets	each		or Equivalent	100				
29	Glucagon Emergency kit for low blood sugar, dosage: 1mg	each		or Equivalent	100				
30	Glucose Gel, 15 mg	each		or Equivalent	100				
31	Haloperidol (Haldol), 5mg/ml, 1ml vial	each		or Equivalent	100				
32	IV Administration Set 10drops/ml	each	MS-83110	or Equivalent	15000				
33	IV Administration Set 60drops/ml	each	MS-83160	or Equivalent	500				
34	Ketamine HCl 500mg per 10ml Vial	each		or Equivalent	1000				
35	Levetiracetam 500mg/5ml Vial	each		or Equivalent	200				
36	Lidocaine 2% 20mg/mL, 5 ml = 100 mg Luer Jet	each		or Equivalent	275				
37	Lidocaine 2% 20mg/mL, 50ml Vial	each		or Equivalent	150				
38	Magnesium Sulfate 50%, 2mL=1 gm, (0.5g/mL), 4.06 mEq/ml	each		or Equivalent	100				
39	Midazolam (Versed) 5mg/1ml Carpuject Luer Tip	10/bx		or Equivalent	20				
40	Morphine, 4mg/ml Vial or Carpujet	each		or Equivalent	10				
41	Narcan 1mg/mL, 2mL = 2mg Min-I-Jet Prefilled Syringe	each	NDC #76329-1469-1	No Substitution	350				
42	Nitrostat .4mg 100 sublingual tablets/bottle	each	NDC #0071-0418-24	No Substitution	100				
43	Normadyne 20 mg in 4mL, 1mL = 5mg	each	NDC #0409-2339-34	No Substitution	150				
44	Onadansetron 4mg/2ml vial	each		or Equivalent	1000				
45	Onadansetron 4mg tab	each		or Equivalent	500				
46	Rocuronium 10mg/ml, 10ml vial	each		or Equivalent	100				
47	Sodium Chloride 0.9% 100 ml bag	each		or Equivalent	250				
48	Sodium Bicarb 8.4% 1mEq/mL, 50mL = 50 mEq Luer Jet	each		or Equivalent	350				
49	Solu-Medrol 125mg, 2ml	each		or Equivalent	300				
50	Sodium Chloride 1000ml Bag	each		or Equivalent	15000				
51	Succinylcholine (Quelicin) 200mg/ml vial OVERNIGHT COLD SHIPPING REQUIRED ***	each			300				
52	Thiamine 100 mg/mL, 1mL = 100mg Vial	each		or Equivalent	130				
53	Tylenol (Acetaminophen) 160mg/5ml, 5 ml syringe	each		or Equivalent	500				
54	Nitro-bid 2% Ointment	48/bx	NDC#0281-0326-08	No Substitution	500				
55	Ketorolac Tromethamine 30mg/ml	each		or Equivalent	1000				
56	OVERNIGHT "COLD" SHIPPING CHARGES-AS REQUIRED	each	via carrier:	flat rate charge					
SUB TOTAL, GROUP I								\$0.00	

GROUP J

1	Laryngoscope blade (Disposable) Mac 2 (Child)	each	301-B3020EA	No Substitution	25			
2	Laryngoscope blade (Disposable) Mac 3 (Med Adult)	each	301-B3030EA	No Substitution	25			
3	Laryngoscope blade (Disposable) Mac 4 (Large Adult)	each	301-B3030EA	No Substitution	50			
4	Laryngoscope blade (Disposable) Miller 1 (Infant)	each	301-B3110EA	No Substitution	25			
5	Laryngoscope blade (Disposable) Miller 2 (Child)	each	301-B3120EA	No Substitution	25			
6	Laryngoscope blade (Disposable) Miller 3 (Med Adult)	each	301-B3130EA	No Substitution	50			
7	Laryngoscope blade (Disposable) Miller 4 (Large Adult)	each	301-B3140EA	No Substitution	50			

EMS MEDICAL SUPPLIES

<u>Item</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Brand/Model Number</u>	<u>Substitution</u>	<u>Estimated Annual Quantities</u>	<u>Unit Price</u>	<u>Extended Pricing</u>	<u>Specify FDA approved "Equivalent" Brand Mfg and Quantity/Unit of Measure</u>
8	Laryngoscope Handle, Small, Fiberoptic Greenline	each	792-5-0236-10	No Substitution	20			
9	Laryngoscope Handle, Medium, Fiberoptic	each	792-5-0236-09	No Substitution	20			
SUB TOTAL, GROUP J								\$0.00
GROUP K								
1	Zoll ECG Electrodes	bx	8900-0005	No Substitution	30000			
2	Zoll X Series ECG Paper	each	8000-000901-01	No Substitution	1000			
3	Zoll X Series SpO2 Adult Reuable Sensor	each	8000-0294	No Substitution	500			
4	Zoll Red LNC-04 Patient Cable	each	8000-0330	No Substitution	100			
5	Zoll X Series 12 lead cable	each	8300-0802-01	No Substitution	150			
6	Zoll X Series 4 Lead cable	each	8300-0803-01	No Substitution	150			
7	Zoll X Series CPR Connector	each	8000-0370	No Substitution	50			
8	Zoll X Series CPR STAT-Padz Adult	each	8900-0400	No Substitution	500			
9	Zoll X Series Dual Luman NIBP Tubing 5ft	each	8300-0002-02	No Substitution	500			
10	Zoll X Series Li-ion Battery	each	8000-0580-01	No Substitution	100			
11	Zoll X Series Multifunctional Therapy Cable	each	8300-0783	No Substitution	100			
12	Zoll X Series NIBP Cuff 11 Reusable Adult	each	REUSE-11-2MQ	No Substitution	500			
13	Zoll X Series NIBP Cuff 12 Reusable Adult	each	REUSE-12-2MQ	No Substitution	200			
14	Zoll X Series Pedi Padz	each	8900-2065	No Substitution	500			
15	Zoll X Series SpO2 Pediatric Sensor (Disposable)	each	8000-0321	No Substitution	500			
16	Zoll Flexipirt Tube Set	each	8000-000401	No Substitution	200			
SUB TOTAL, GROUP K								\$0.00
GROUP L								
1	25 mm EZ IO Needle	each	9001-VC-005	No Substitution	150			
2	45 mm EZ IO Needle	each	9079-VC-005	No Substitution	250			
3	EZ IO Stabilizer	each	9066-VC-005	No Substitution	400			
4	EZ IO Driver	each	9058	No Substitution	15			
5	EZ IO Training Kit	each	9034TK	No Substitution	2			
6	Size 0 Airtraq Blade	each	A-041	No Substitution	40			
7	Size 1 Airtraq Blade	each	A-031	No Substitution	50			
8	Size 2 Airtraq Blade	each	A-021	No Substitution	50			
9	Size 3 Airtraq Blade	each	A-011	No Substitution	60			
10	Airtraq WiFi Camera	each	A-390	No Substitution	50			
11	Airtraq Size 0 Training Blade	each	ATQ-841	No Substitution	10			
12	Airtraq Size 1 Training Blade	each	ATQ-831	No Substitution	10			
13	Airtraq Size 2 Training Blade	each	ATQ-821	No Substitution	10			
14	Airtraq Size 3 Training Blade	each	ATQ-811	No Substitution	10			
SUB TOTAL, GROUP L								\$0.00
GRAND TOTAL, (GROUPS A, B, C, D, E, F, G, H, I, J, K, L)								\$0.00
GROUP M: FLAT RATE DISCOUNT OFF CATALOG PRICING FOR ITEMS NOT SPECIFIED ON THIS QUOTATION FORM					%			

Bidder Name: _____

**BID ATTACHMENT H, PRICE ADJUSTED COMMODITIES LIST
IFB NO. 21-R077463JH**

EXHIBITS

Exhibit 1, Scope of Work / Specifications

Exhibit 2, Minimum Qualifications

EXHIBIT 1, SCOPE OF WORK
IFB No. 21-R077463JH

1.01 BACKGROUND INFORMATION

It is the intent of the Manatee County to establish an annual agreement(s) to procure on an "as required" basis medical supplies and miscellaneous related items. It is the specific purpose of this IFB to establish an annual agreement for these supplies and to secure the cost and availability.

1.02 SCOPE

Successful Bidder (hereinafter in this Scope referred to as Supplier) shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide medical supplies that will meet the requirements of the Agreement.

REQUIREMENTS

Supplier shall provide the following requirements:

- A. Release Orders will be generated from the Blanket Purchase Order on an "as required basis" by the Manatee County EMS Support Services Manager, and e-mailed to designated address supplied by the Supplier. Written confirmation acknowledging receipt of each release order shall be provided to the Support Services Manager within twenty-four hours.
- B. Notification of back ordered supplies/medications/related items is required within twenty-four hours of receipt of a Release Order. For County inventory purposes a notification of back orders is required.
- C. Provide all Material/Safety Data Sheets (MSDS) applicable.
- D. Manatee County requires a one-year minimum shelf life on supplies and related items -no exceptions without prior approval from the Manatee County EMS Support Services Manager. Items not meeting these criteria will be returned, ground shipment, collect, and deducted from the Supplier invoice. At the County's direction the Supplier shall process a new order for replacement products and expedite the shipment.
- E. The Purchase Order number and a Release Order number shall be on all packing slips and invoices. Quantities on packing slips shall match quantities on invoice exactly. Invoices shall have accurate pricing, per the agreement, to be processed by the County. Any discrepancies pertaining to quantities and pricing will delay payment.
- F. The Supplier shall provide any available product not listed on the bid at the agreed discount as bid and invoice accordingly. For invoicing purposes, the

Supplier must show the retail price with the discounted price by way of supporting documents such as catalogs or published price lists.

- G. Under no circumstances may the Supplier substitute a different product for any item they were awarded from this bid, without prior approval from the Manatee County Public Safety. In the event an awarded item is discontinued by the manufacturer, or the Supplier no longer offers the item in their product line during the term of this agreement, the Supplier must provide an acceptable substitute item(s) at a mutually acceptable negotiated price, or risk being found in default. The Supplier must file a written request with Manatee County Public Safety and be granted approval to substitute, in writing, before any substitution may be made. Request to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The County reserves the right to purchase on the open market while negotiations are being conducted, or at any time. This is not an exclusive agreement.

Unless otherwise provided in the IFB, substitutes or alternates may be included in the bid. The Supplier shall indicate on the bid form the cost of the substitute/alternate product and the brand name. Such substitute/alternate products may or may not be accepted by the County. Approval or rejection of substitutes/alternates it is at the County's discretion.

If the BRAND column has an entry of "No Substitution", there will be no substitutions of the product.

- H. The Supplier shall ship supplies within forty-eight hours of receipt of order.

1.03 COUNTY RESPONSIBILITIES

- A. Manatee County will provide required Physician License and DEA certification upon award(s).

1.04 ACCESSIBILITY

Supplier shall ensure all of its electronic information, documents, applications, reports, and deliverables required under the Agreement are in a format that meets the requirements of Section 504 of the Rehabilitation Act and best practices (W3C WCAG 2).

Where not fully compliant with these requirements and best practices, Supplier shall provide clear points of contact for each document and information technology to direct users in how to obtain alternate formats. Further, Supplier shall develop accommodation strategies for those non-compliant resources and implement strategies to resolve the discrepancies.

END OF EXHIBIT 1

EXHIBIT 2, MINIMUM QUALIFICATIONS

IFB No. 21-R077463JH

Bidders must submit the information and documentation requested that confirms Bidder meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

No documentation is required. The County will verify registration.

2. The Bidder has recently provided Medical Supplies for at least 3 commercial clients since August 1, 2018.

Provide the following information for the 3 qualifying clients.

- a) Name of client
- b) Location (City/State)
- c) Client contact name
- d) Contact phone
- e) Contact email
- f) Service dates (Start/End)
- g) Components

3. Bidder is not on the Florida Department of Management Services Suspended, Debarred, Convicted Vendor Lists.

No documentation is required. The County will verify.

4. Bidder has not been convicted of a public entity crime per Section 287.133, Florida Statutes or environmental law in the past five years.

Bidder must complete Attachment C and submit with its Offer attesting that it has not been convicted of a public entity crime or environmental law in the past five years.

5. If Bidder is submitting as a joint venture must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

If Bidder is a joint venture, provide a copy of Bidder's approved filing with the Florida Department of Business and Professional Regulation. If Proposer is not a joint venture, provide a statement to that effect.

6. Bidder has no reported conflict of interests in relation to this IFB.

Disclose the name of any officer, director or agent who is also an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Bidder must submit a statement to that affect.

END OF EXHIBIT 2