

RESOLUTION NO. 2022-142

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO: 22-69 AND TO EXECUTE AGREEMENTS FOR THE PURCHASE OF PHARMACEUTICALS SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE.**

**RECITALS**

**WHEREAS**, St. Johns County Fire Rescue maintains an inventory of pharmaceutical supplies to ensure optimum readiness for response to emergency and medical calls from the public, in order to ensure maximum access to those necessary pharmaceutical supplies, the County solicited bids from firms to provide fixed percentage discounts from manufacturers' or bidders' catalog(s), supplies and /or product list(s) to be purchased on a as needed basis, and

**WHEREAS**, the County desires to enter into a contract with the following six companies: Bound Tree Medical, LLC, Life-Assist Inc., Henry Schein Inc. and Medline Industries LP; and

**WHEREAS**, through the County's formal Bid process, it was determined to be in the County's best interest to award and contract with all four (4) of the responsive, responsible bidders: Bound Tree Medical, LLC, Life-Assist, Inc, Henry Schein, Inc, and Medline Industries, LP; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into these contracts serves a public purpose; and

**WHEREAS**, the project will be funded by the SJC Fire Rescue Department.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid 22-69; Purchase of Pharmaceutical supplies to Bound Tree Medical, LLC. Life-Assist, Inc., Henry Schein Inc. and Medline Industries, LP., as responsive, responsible bidders.

Section 3. Upon Board approval, the County Administrator, or designee, is further authorized to execute agreements with all four (4) firms, in substantially the same form and format as the attached draft to provide the specified pharmaceutical supplies as specifically provided in Bid 22-69.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, on this 3rd day of May, 2022.

**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By: Henry Dean  
Henry Dean, Chair

**ATTEST:** Brandon J. Patty,  
Clerk of the Circuit Court & Comptroller  
By: Sam Hatterman  
Deputy Clerk

Rendition Date 5/5/22



SUPPLY AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY AND CONTRACTOR

Supply Agreement No: [REDACTED]

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This Supply Agreement (“Contract”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and Bound Tree Medical, LLC. (“Supplier”), a company authorized to do business in the State of Florida, with its principal offices located at: 5000 Tuttle Crossing Blvd. Dublin, Ohio 40316, Phone: 800-533-0523, and E-mail: [submitbids@boundtree.com](mailto:submitbids@boundtree.com), for **BID NO.: 22-69; Purchase of Pharmaceutical Supplies for SJC Fire Rescue.**

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

## ARTICLE I CONTRACT DOCUMENTS

### 1.1 The Contract Documents

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

- a) Supply Agreement
- b) Bid Documents and Bid Forms with all Addenda thereto for Bid No. 22-69
- c) Purchase Orders, Change Orders and Amendments to this Contract signed by the County
- d) Insurance furnished by Supplier

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Supplier’s bid/proposal documents or invoices shall be binding upon County or become part of the Contract Documents.

### 1.2 Definitions

When the following terms appear in the Contract Documents, they shall have the following meaning:

1.2.1 Addendum (Addenda): A document issued by the County during the bidding period which modifies, supersedes or supplements the Contract Documents.

1.2.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work is performed under this Contract.

1.2.3 Amendment: A written addition or modification of, or a waiver of a right or obligation under the terms of the Contract executed by the County and issued after execution of the Contract.

1.2.4 Change Order: A written order to Supplier executed by the County, issued after execution of this Contract, authorizing an adjustment in the Contract Price or the Term of this Contract.

1.2.5 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.6 Work: Supplier’s supply of Products (as that term is defined below), including all services and deliverables provided by Supplier to County to fulfill Supplier’s obligations under this Contract.

## ARTICLE II TERM AND TERMINATION

### 2.1 Term

This Contract shall become effective on the date of acceptance by St. Johns County, and shall remain in effect for an initial contract term of three (3) calendar years (the “Initial Term”). Following the expiration of the Initial Term, this Contract may be renewed for up to three successive one (1) year terms (each, a “Renewal Term” and collectively with the Initial Term, the “Term”), by written agreement of the parties. While this Contract may be renewed as stated in this Section, it is expressly noted that the County is under no obligation to extend this Contract. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County’s determination that the Supplier has satisfactorily performed the Work noted elsewhere in the Contract Documents.

**2.2 Termination**

This Contract may be terminated by either party, at any time with or without cause, upon sixty (60) days advance written notice to the other party.

**ARTICLE III PHARMACEUTICAL PRODUCTS**

**3.1 General**

3.1.1 During the Term of this Contract, Supplier shall provide the County with pharmaceutical products, equipment, accessories and/or supplies (“Products”) at the times and in the quantities directed by the County. The Supplier shall use best efforts to maintain at all times sufficient business capacity and inventories of the Products necessary for the provision of the Product, to meet the County’s requirements. In connection with the Product, the Supplier shall provide to the County, without additional compensation, all services, conveniences, materials or features proposed in Supplier’s proposal that are not otherwise expressly provided for herein.

3.1.2 **Supplies and Price List.** Supplier shall provide current catalog(s) identifying Supplier’s Products available for purchase by the County. The catalog(s) must provide item pictures, descriptions, dimensions, part numbers, pricing, and freight charges where applicable. Supplier is responsible to keep the County apprised of all catalog updates/changes. Supplier’s percentage discounts however, are fixed for the duration of the Initial Term and are not subject to escalation for any cause.

Supplier agrees to sell to the County, the Products listed in Supplier’s catalog or on Supplier’s website based on the following percentage discounts off of Supplier’s list prices as published in Supplier’s catalog/website:

| Product Category                                      | Percentage Discount |
|---|---------------------|
| Pharmaceuticals (medicinal drugs)                     | 37%                 |
| Non-Pharmaceutical (equipment, accessories, supplies) | 29%                 |

3.1.3 **Product Orders.** The County will order Product directly from Supplier’s website or by submitting purchase orders to Supplier. The County’s purchase orders will contain, at a minimum: (a) Product description; (b) quantity; (c) price; (d) County’s ship-to address; and (e) requested delivery date. The County may issue two types of purchase orders, single purchase orders or blanket purchase orders, as described below:

(a) **Single Purchase Orders.** A single purchase order is an order for a discrete amount of Product to be delivered on a specified delivery date.

(b) **Blanket Purchase Orders.** A blanket purchase order is an order for an amount of Product to be determined in the future and to be delivered over a period of time. The County uses blanket purchase orders as an administrative convenience to track orders and to give Supplier a reference number for invoicing. Blanket purchase orders are treated as forecasts only and are non-binding on County.

3.1.4 **Order Acceptance.** All orders placed under this Contract, will be deemed accepted by Supplier unless Supplier notifies County in writing to the contrary within forty-eight (48) hours after receiving the order. Accepted orders shall be delivered to the County no later than seven (7) calendar days from the date of order.

3.1.5 **Product Cancellation.** The County reserves the right to terminate or cancel any Product order, in whole or in part, at any time prior to shipment of the Products without incurring any liability. The County may also cancel any Product order in whole or in part, reject Products, refuse to receive Products, or return all or part of the Products, at Supplier’s expense without the County incurring any liability to Supplier if Supplier breaches its representations or warranties set forth in this Contract.

3.1.6 **This Agreement Controls.** Every purchase order, whether written, faxed, or emailed to Supplier, is subject to all terms and conditions contained in this Contract. If the terms of this Contract contradict the terms of any purchase order or order acceptance, the terms of this Contract shall take precedence. No boilerplate terms in either party’s order-tracking documents will apply.

## ARTICLE IV TITLE AND RISK OF LOSS

Unless otherwise provided in the County's purchase order, all Product orders will be deemed "Prepaid, FOB destination" to the County. Consequently, the County has no liability for shipping, insuring, or paying duty on the Products and risk of loss shall not pass to the County until legal title passes upon acceptance of the Products by the County at the designated final destination, provided that the Products are delivered in good condition.

## ARTICLE V WARRANTY

Supplier represents and warrants that all Products:

- a) will be furnished in accordance with the terms and conditions of this Contract and conform to and comply with Applicable Laws and all applicable industry standards;
- b) will be of the quality, form, fit, function, size and dimensions ordered;
- c) will be new Products and will be of good quality, free and clear of liens and encumbrances, and free from all defects in material and workmanship;
- d) will be fit and appropriate for their intended purposes; and
- e) will not infringe any actual or alleged patent, design, trade name, trademark, copyright, trade secret, or any right or entitlement of any third party.

Supplier further warrants the following:

(a) If required by Applicable Law, the labels, packaging, instructions, and warnings accompanying Supplier's Products shall be multilingual and/or contain universally accepted pictographs and/or symbols, and the packaging shall include appropriate UPC bar coding; and

(b) If required by Applicable Laws, Supplier will supply the County with any and all instructions, warnings, and safety sheets for Supplier's Products.

## ARTICLE VI PARTIES RELATIONSHIP

### 6.1 Independent Contractor

Supplier represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Supplier shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Supplier shall create any contractual relationship between any such subcontractor or supplier and the County. Supplier shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

### 6.2 Non-Exclusive Right

Supplier has no exclusive right to provide the Products required within this Contract to the County. The County may at its sole discretion contract with others to provide the same or similar Products.

### 6.3 Taxes

Supplier shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Product under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Supplier shall make any and all payroll deductions required by law. Supplier herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Supplier may not use the County's tax-exempt status unless specifically authorized in writing in advance.

### 6.4 Publicity and Advertising

6.4.1 Supplier shall not make any announcement or release any information or publish any photographs concerning this Contract or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

6.4.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Supplier may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

### **6.5 Disclaimer of Consequential Damages**

The County shall not be liable to Supplier, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Supplier in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

## **ARTICLE VII PAYMENT**

### **7.1 Supplier's Invoice**

7.1.1 Supplier may Invoice the County for payment following completion of Product deliveries accepted by the County. Each Invoice shall clearly include:

- a) The Contract Number;
- b) A unique Invoice number;
- c) Supplier's legal name and address;
- d) Taxpayer identification number (Supplier's federal employer identification number);
- e) Purchase Order Number;
- f) Itemization of each Product purchased to include:
  - a. Description
  - b. Quantity;
  - c. Unit Price and Total Price;
  - d. Invoice Total; and
  - e. Date of Delivery
- g) Preferred remittance address, if different from the mailing address.

The County may require any other information from Supplier that the County deems necessary to verify Supplier's Invoice. Invoices must not reflect any outstanding back orders. Send all invoices to:

St. Johns County Fire Rescue  
ATTN: Amy Land  
3657 Gaines Road  
St. Augustine, FL 32084

7.7.2 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Supplier if the necessary appropriation is not made.

## **ARTICLE VIII INDEMNITY**

### **8.1 Indemnity**

8.1.1 Supplier shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Supplier and persons employed or utilized by Supplier in the performance of this Contract.

8.1.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Supplier further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Supplier and persons employed or utilized by Supplier in the performance of this Contract.

8.1.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Supplier, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Supplier.

8.1.4 In Claims against any person or entity indemnified hereunder by an employee of Supplier, or anyone directly or indirectly employed by Supplier or anyone for whose acts they may be liable, the indemnification obligation under this Section 8.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Supplier or subcontractor/supplier under any workers’ compensation acts, disability benefits acts or other employee benefit acts.

8.1.5 Supplier’s indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

8.1.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

8.1.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

8.1.8 Supplier shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

8.1.9 The indemnification provisions of this Section 8.1 shall survive expiration or earlier termination of this Contract.

## **ARTICLE IX INSURANCE**

### **9.1 Supplier’s Insurance Requirements**

9.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Supplier shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Supplier has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Supplier has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

9.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

9.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Supplier including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Supplier may have to the County or others. Nothing in this Contract limits Supplier to the minimum required insurance coverages found in this Article XII.

### **9.2 Additional Insured Endorsements and Certificate Holder**

The term “Additional Insured”, as used in this Contract, shall mean St. John’s County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers’ Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084  
Attn: Purchasing

### **9.3 Workers Compensation and Employers Liability**

Supplier shall procure and maintain during the life of this Contract, adequate Workers' Compensation Insurance and Employers Liability in at least such amounts as is required by law for all of its employees per Florida Statute 440.02.

### **9.4 Commercial General Liability**

Supplier shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Supplier or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

### **9.5 Automobile Liability**

Supplier shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000.00 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

### **9.6 Other Requirements**

The required insurance limits identified in Sections 9.4 and 9.5 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Providing and maintaining adequate insurance coverage is a material obligation of Supplier. County has no obligation or duty to advise Supplier of any non-compliance with the insurance requirements contained in this Section. If Supplier fails to obtain and maintain all of the insurance coverages required herein, Supplier shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Supplier complied with its obligations herein. The County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

## **ARTICLE X MISCELLANEOUS**

### **10.1 Examination of Supplier's Records**

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Supplier involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof.

### **10.2 Governing Law & Venue**

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

### **10.3 Assignment**

Supplier shall not assign this Contract, in whole or in part, or make an assignment or transfer of any amounts payable to Supplier under this Contract. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Supplier.

### **10.4 Severability**

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

### **10.5 Disclaimer of Third-Party Beneficiaries**

This Contract is solely for the benefit of County and Supplier and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Supplier, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Supplier.

### **10.6 Waiver; Course of Dealing**

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

### **10.7 No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

### **10.8 Execution in Counterparts**

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding.

### **10.9 Entire Contract**

This Contract, together with the Contract Documents for the Work, constitutes the entire Contract between County and Supplier relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing signed by both parties.

### **10.10 Survival**

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Supplier's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

### **10.11 Employment Eligibility and Mandatory Use of E-Verify**

Pursuant to section 448.095, F.S., Supplier shall utilize the U.S. Department of Homeland Security's E-Verify system verify the employment eligibility of all employees hired by Supplier during the Contract term. Failure to comply with this provision is a material breach of the Contract, and the County may choose to terminate the Contract at its sole discretion.

### **10.12 Equal Employment Opportunity**

During the performance of this Contract, Supplier agrees as follows:

10.12.1 Supplier will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Supplier will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

10.12.2 Supplier will, in all solicitations or advertisements for employees placed for, by, or on behalf of Supplier, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex,

age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

10.12.3 Supplier will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Supplier's legal duty to furnish information.

10.12.4 Supplier will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Supplier's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

10.12.5 Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

10.12.6 Supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

10.12.7 In the event of Supplier's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Supplier may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

10.12.8 Supplier will include the provisions of paragraphs 10.12.1 through 10.12.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Supplier will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Supplier may request the United States to enter into such litigation to protect the interest of the United States.

### **10.13 Public Records**

10.13.1 Supplier shall comply and shall require all of its subcontractors, if any, to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Contract that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Contract and following expiration of this Contract, or earlier termination thereof, if Supplier does not transfer the records to the County; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records

in possession of Supplier or keep and maintain for inspection and copying all public records required by the County to perform the Work.

10.13.2 If Supplier, upon expiration of this Contract or earlier termination thereof: i) transfers all public records to the County, Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Supplier shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

10.13.3 Failure by Supplier to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Contract by the County.

**IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, [PUBLICRECORDS@SJCFL.US](mailto:PUBLICRECORDS@SJCFL.US), 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084**

#### **10.14 Anti-Bribery**

Supplier shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Supplier represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Supplier shall immediately notify the County of any violation (or alleged violation) of this provision.

#### **10.15 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies**

10.15.1 Supplier warrants that neither it nor any of Supplier's supplier is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Supplier shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

10.15.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Supplier certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Supplier to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Supplier is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

#### **10.16 Written Notice**

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Supplier's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County

Bound Tree Medical, LLC

500 San Sebastian View  
St. Augustine, FL 32084  
Attn: Leigh A. Daniels  
Email Address: [ldaniels@sicfl.us](mailto:ldaniels@sicfl.us)

5000 Tuttle Crossing Blvd.  
Dublin, Ohio 43016  
Attn: Chad Truini  
Email Address: [Chad.Truini@boundtree.com](mailto:Chad.Truini@boundtree.com)

*With a copy to:*

St. Johns County  
Office of the County Attorney  
500 San Sebastian View  
St. Augustine, FL 32084

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Supplier may each change the above addresses at any time upon prior written notice to the other party.

\*\*\*\*\*

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Supplier's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Supplier.

**County**

St. Johns County (Seal)  
(Typed Name)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Leigh A. Daniels, CPPB  
(Printed Name)

Purchasing Manager  
(Title)

\_\_\_\_\_  
(Date of Execution)

**Supplier**

\_\_\_\_\_  
(Typed Name) (Seal)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date of Execution)

**ATTEST:**  
**St. Johns County, FL**  
**Clerk of Courts**

By: \_\_\_\_\_  
(Deputy Clerk)

\_\_\_\_\_  
(Date of Execution)

**Legally Sufficient:**

\_\_\_\_\_  
(Office of County Attorney)

\_\_\_\_\_  
(Date of Execution)



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

March 22, 2022

**RE:** Bid No: 22-69– Purchase of Pharmaceutical Supplies for St. Johns County Fire Rescue

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to Bound Tree Medical, LLC, Life-Assist, Inc., Henry Schein, Inc. and Medline Industries, LP as the responsible bidders for Bid No: 22-69; Purchase of Pharmaceutical Supplies for St. Johns County Fire Rescue. This notice will remain posted **St. Johns County Purchasing Department bulletin board** until 5:00 P.M. EST Monday, March 27, 2022

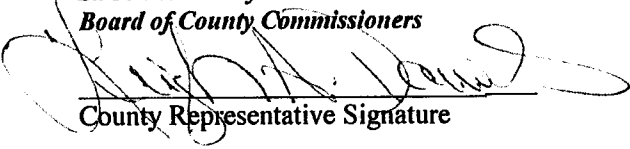
Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, a purchase order will be submitted to the St. Johns County Purchasing Manager.

Please forward all correspondence, requests or inquiries directly to my attention, Joanie Chiarelli, Procurement Coordinator in the Purchasing Department at [jchiarelli@sjcfl.us](mailto:jchiarelli@sjcfl.us)

If you have any questions regarding this Notice of Intent to Award please contact Leigh A. Daniels Purchasing Manager, St. Johns County Purchasing Department at (904) 209-0154.

Sincerely,  
*St. Johns County*  
*Board of County Commissioners*

  
County Representative Signature

Date: 3/22/22

Leigh A. Daniels, CPPB, Purchasing Manager  
Name & Title (Printed)

**ST. JOHNS COUNTY  
BID TABULATION**

BID TITLE Purchase of Pharmaceutical supplies

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED  
DECISION WITH RESPECT TO THE AWARD OF ANY BID,  
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR  
ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT  
FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)  
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL  
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION  
PROTEST PROCEDURES MAY BE OBTAINED IN THE  
PURCHASING DEPARTMENT.

OPENED BY  
TABULATED BY  
VERIFIED BY

Leigh Daniels  
Joanie Chiarelli  
Joanie Chiarelli

BID NUMBER 22-69

OPENING DATE/TIME February 22/2022 12:00PM

POSTING DATE/TIME 02/22/22 12:00 PM 03/16/22 2:00 PM

| BIDDERS   | DISCOUNT %<br>Percentage off       |  |  |  |  |  |  |
|---|------------------------------------|--|--|--|--|--|--|
| Henry Schein, Inc 135<br>Durywa rd Melville, NY                       | 34%                                |  |  |  |  |  |  |
| Medline Industries, LP<br>3 Lakes dr northfield, IL                   | 20%                                |  |  |  |  |  |  |
| Life-Assist, Inc. 11277<br>Sunrise Park Dr Rancho<br>Cordova, CA      | 35%                                |  |  |  |  |  |  |
| Bound Tree Medical,<br>LLC 5000 Tuttle<br>Crossing Blvd Dublin,<br>OH | 37% Pharmaceutical<br>29% Supplies |  |  |  |  |  |  |
|   |                                    |  |  |  |  |  |  |
|   |                                    |  |  |  |  |  |  |

BID AWARD DATE - \_\_\_\_\_

BID NO: 22-69

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: 3-14-2022

BID PROPOSAL OF

Henry Schein, Inc.  
Full Legal Company Name

135 Duryea Rd Melville NY 11747 800-845-3550  
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of this solicitation, and having carefully examined the Bid Documents and Specifications entitled for **Bid No: 22-69 PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE**, the undersigned proposes to furnish all materials, labor and equipment, delivery and all other applicable requirements to submit the following Bid Proposal summarized as follows:

**PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE**

Base Bid:

Vendor / Manufacturer Catalog:

Fixed percentage (%) discount 34%

Days for Delivery 2-7 in Stock products

Shipping Charges

Unit Price per 100lbs ∅

**Note:** All prices submitted shall include labor, materials, equipment, transportation, integration and any and all other costs associated to supply any or all of the specified items in accordance with the requirements provided herein. All prices shall be final cost to the County for each item below.

In the event the bid price(s) are illegible, the County reserves the right to determine the submitted bid as non-responsive and remove the bid from consideration.

The County may consider award to multiple vendors.

The pricing offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

During the preparation of the Bid, the following addenda, if any, were received:

No.: 1 3/2/22 Date Received:

No.: 2 3/3/22 Date Received:

No.: \_\_\_\_\_ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the proposed work and the sources of supply for any specified materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

BID NO: 22-69

**CORPORATE/COMPANY**

Full Legal Company Name: Henry Schein, Inc. (Seal)

By: [Signature] Rob Herbert VP Operations  
Signature of Authorized Representative (Name & Title typed or printed)

By: [Signature] Frank Parala, B.O. Manager  
Signature of Authorized Representative (Name & Title typed or printed)

Address: 135 Duryea Rd. Melville NY 11747

Telephone No.: (800)-845-3550 Fax No.: (800)-533-4793

Email Address for Authorized Company Representative: EMSBIDS@Henryschein.com

Federal I.D. Tax Number: 11-3136595 DUNS #: 01-243-0880  
(if applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official County Bid Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal.

BID NO.: 22-69

**ATTACHMENT "A"**  
**ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT**

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,  
ST. JOHNS COUNTY, ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF: Florida  
COUNTY OF: Volusia

Before me, the Undersigned authority, personally appeared Rob Herbert who being duly sworn, deposes and says he is VP Operations (Title) of the firm of Henry Schein, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 22-69 PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

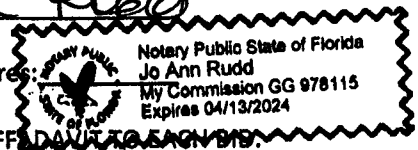
DATED this 11 day of March, 2022.

[Signature]  
Signature of Affiant

Rob Herbert VP Operations  
Printed Name & Title of Affiant

Henry Schein Inc.  
Full Legal Name of Consultant/Vendor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 11 day of March, 2022 by Rob Herbert, who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_  


BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH BID.

BID NO.: 22-69

**ATTACHMENT "B"**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFQ, RFP, BID) Number/Description: Bid No 22-69 PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE

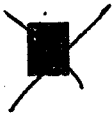
The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/vendor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Vendors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Vendors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/vendor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

Henry Schein, Inc.

Authorized Representative(s):

[Signature]  
Signature

Rob Herbert VP Operations  
Print Name/Title

[Signature]  
Signature

Frank Perna / Bid Manager  
Print Name/Title

BID NO: 22-69

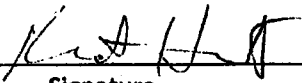
**ATTACHMENT "C"**  
**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Henry Schein, Inc. does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

  
Signature

3/11/2022  
Date

**ATTACHMENT "D"**  
**E-VERIFY AFFIDAVIT**

STATE OF Florida  
COUNTY OF Volusia

I, Rob Herbert (hereinafter "Affiant"), being duly authorized by and on behalf of Henry Schein Inc. (hereinafter "Consultant/Vendor") hereby swears or affirms as follows:

1. Consultant/Vendor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. \_\_\_\_\_ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant/Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Vendor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Consultant/Vendor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Consultant/Vendor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Consultant/Vendor further understands and agrees that in the event of such termination, Consultant/Vendor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant/Vendor's breach.

DATED this 11 day of March, 2022.

[Signature]  
Signature of Affiant

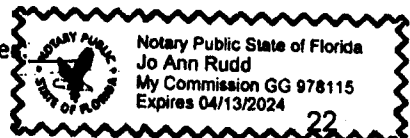
Rob Herbert  
Printed Name & Title of Affiant

Henry Schein Inc.  
Full Legal Name of Consultant/Vendor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 11 day of March, 2022 by Rob Herbert, who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public

My Commission Expires \_\_\_\_\_



**BID NO.: 22-69**

**RFP NO 22-69 Purchase of Pharmaceutical Supplies for St. Johns County Fire Rescue**

**ATTACHMENT "E"  
LOCAL PREFERENCE**

Respondents must complete and sign this Attachment "F" to indicate whether or not they qualify to receive local preference consideration in accordance with Section 302.25 of the SJC Purchasing Procedure Manual. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal with this Attachment "F".

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFP.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFP.
- For services and construction - must qualify as a local business as shown above AND self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

Respondent must select one of the following, and submit the supporting documentation, as applicable:

Respondent qualifies for Local Preferences in accordance with Section 302.25

Respondent does not qualify for Local Preference in accordance with Section 302.25



By signing below, Respondent certifies that the selection made herein, and the documentation attached to support the selection is true and accurate, and that if seeking Local Preference, the Respondent meets the requirements as provided in Section 302.25, SJC Purchasing Procedure Manual.

Rob Herbert  
Signature – Authorized Respondent Representative

Rob Herbert VP Operations  
Printed Name & Title



**St. Johns County Board of County Commissioners**

Purchasing Division

**THE BID DUE DATE IS: Wednesday, March 16, 2022 at 2:00 P.M.**

**Acknowledgment**

*Rub Herbert*  
Signature and Date

Rub Herbert VP operations  
Printed Name and Title

Henry Schein, Inc.  
Company Name (Print)

Sincerely,

*Joanie Chiarelli*  
Joanie Chiarelli  
Procurement Coordinator  
Purchasing Division

**END OF ADDENDUM #1**



**St. Johns County Board of County Commissioners**

---

Purchasing Division

Rob Herbert VP Operations  
Printed Name and Title

Henry Schein, Inc.  
Company Name (Print)

END OF ADDENDUM #2

BID NO: 22-69

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: 03/14/2022

**BID PROPOSAL OF**

|   |                     |                     |
|---|---------------------|---------------------|
| <u>Bound Tree Medical, LLC</u>                      |                     |                     |
| Full Legal Company Name                             |                     |                     |
| <u>5000 Tuttle Crossing Blvd., Dublin, OH 43016</u> | <u>800-533-0523</u> | <u>877-311-2437</u> |
| Mailing Address                                     | Telephone Number    | Fax Number          |

Bidders: Having become familiar with requirements of this solicitation, and having carefully examined the Bid Documents and Specifications entitled for Bid No: 22-69 PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE, the undersigned proposes to furnish all materials, labor and equipment, delivery and all other applicable requirements to submit the following Bid Proposal summarized as follows:

**PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE**

**Base Bid:**

|                                |                          |  |
|--------------------------------|--------------------------|--|
| Vendor / Manufacturer Catalog: | 37% off Pharmaceuticals* | <i>*Discount applied to Bound Tree catalog pricing</i> |
| Fixed percentage (%) discount  | <u>29% off Supplies*</u> |  |

Days for Delivery 2-3 business days ARO for in stock items

Shipping Charges  
Unit Price per 100lbs N/A

**Note:** All prices submitted shall include labor, materials, equipment, transportation, integration and any and all other costs associated to supply any or all of the specified items in accordance with the requirements provided herein. All prices shall be final cost to the County for each item below.

In the event the bid price(s) are illegible, the County reserves the right to determine the submitted bid as non-responsive and remove the bid from consideration.

The County may consider award to multiple vendors.

The pricing offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

During the preparation of the Bid, the following addenda, if any, were received:

No.:   1   Date Received: March 02, 2022

No.:   2   Date Received: March 03, 2022

No.:            Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

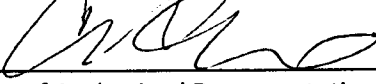
We have made a full examination of the proposed work and the sources of supply for any specified materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

BID NO: 22-69

**CORPORATE/COMPANY**

Full Legal Company Name: Bound Tree Medical, LLC (Seal)

By:  Corey Case / Senior Vice President of Marketing  
Signature of Authorized Representative (Name & Title typed or printed)

By: N/A N/A  
Signature of Authorized Representative (Name & Title typed or printed)

Address: 5000 Tuttle Crossing Blvd., Dublin, OH 43016

Telephone No.: (800) 533-0523 Fax No.: (877) 311-2437

Email Address for Authorized Company Representative: submitbids@boundtree.com

Federal I.D. Tax Number: 31-1739487 DUNS #: 070556204  
(If applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official County Bid Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal.

BID NO.: 22-69

**ATTACHMENT "A"**  
**ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT**

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,  
ST. JOHNS COUNTY, ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF: Ohio  
COUNTY OF: Franklin

Before me, the Undersigned authority, personally appeared Corey Case who being duly sworn, deposes and says he is Senior Vice President of Marketing (Title) of the firm of Bound Tree Medical, LLC Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 22-69 PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this 14th day of March, 20 22.

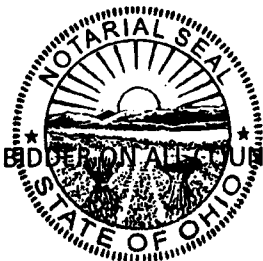
[Signature]  
Signature of Affiant

Corey Case / Senior Vice President of Marketing  
Printed Name & Title of Affiant

Bound Tree Medical, LLC  
Full Legal Name of Consultant/Vendor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 14th day of March, 20 22, by Corey Case, who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
My Commission Expires: N/A



BLAIR N. BROWNING  
Attorney At Law  
Notary Public, State of Ohio  
My Commission Expires: 03/31/2022  
Sec 147.03 R.C.

**BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH BID.**

**ATTACHMENT "B"**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFQ, RFP, BID) Number/Description: Bid No 22-69 PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/vendor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Vendors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Vendors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/vendor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: Bound Tree Medical, LLC

Authorized Representative(s):  Corey Case / Senior Vice President of Marketing  
Signature Print Name/Title

N/A N/A  
Signature Print Name/Title

**ATTACHMENT "C"**  
**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Bound Tree Medical, LLC does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Signature

03/14/2022

Date

**ATTACHMENT "D"**  
**E-VERIFY AFFIDAVIT**

STATE OF Ohio  
COUNTY OF Franklin

I, Corey Case (hereinafter "Affiant"), being duly authorized by and on behalf of Bound Tree Medical, LLC (hereinafter "Consultant/Vendor") hereby swears or affirms as follows:

1. Consultant/Vendor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. 22-69 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant/Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Vendor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Consultant/Vendor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Consultant/Vendor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Consultant/Vendor further understands and agrees that in the event of such termination, Consultant/Vendor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant/Vendor's breach.

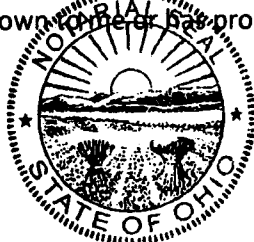
DATED this 14th day of March, 2022.

[Signature]  
Signature of Affiant

Corey Case / Senior Vice President of Marketing  
Printed Name & Title of Affiant

Bound Tree Medical, LLC  
Full Legal Name of Consultant/Vendor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 14th day of March, 2022, by Corey Case, who is personally known to me or has produced \_\_\_\_\_ as identification.



BLAIR N BROWNING  
Attorney At Law  
Notary Public State of Ohio  
My commission has no expiration date  
Sec 147 03 R.C

[Signature]  
Notary Public  
My Commission Expires: NA

**BID NO.: 22-69**

**RFP NO 22-69 Purchase of Pharmaceutical Supplies for St. Johns County Fire Rescue**

**ATTACHMENT "E"  
LOCAL PREFERENCE**

Respondents must complete and sign this Attachment "F" to indicate whether or not they qualify to receive local preference consideration in accordance with Section 302.25 of the SJC Purchasing Procedure Manual. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal with this Attachment "F".

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFP.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFP.
- For services and construction - must qualify as a local business as shown above AND self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

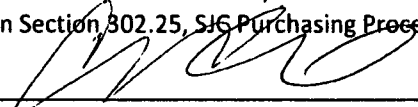
If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

**Respondent must select one of the following, and submit the supporting documentation, as applicable:**

Respondent qualifies for Local Preferences in accordance with Section 302.25 \_\_\_\_\_

Respondent does not qualify for Local Preference in accordance with Section 302.25           X          

By signing below, Respondent certifies that the selection made herein, and the documentation attached to support the selection is true and accurate, and that if seeking Local Preference, the Respondent meets the requirements as provided in Section 302.25, SJC Purchasing Procedure Manual.

  
\_\_\_\_\_  
Signature – Authorized Respondent Representative

Corey Case / Senior Vice President of Marketing  
Printed Name & Title

\_\_\_\_\_



**St. Johns County Board of County Commissioners**

Purchasing Division

**THE BID DUE DATE IS: Wednesday, March 16, 2022 at 2:00 P.M.**

**Acknowledgment**

  
03/14/2021

Signature and Date

Sincerely,



Joanie Chiarelli  
Procurement Coordinator  
Purchasing Division

Corey Case / Senior Vice President of Marketing  
Printed Name and Title

Bound Tree Medical, LLC  
Company Name (Print)

**END OF ADDENDUM #1**



**St. Johns County Board of County Commissioners**

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Purchasing Division

Corey Case / Senior Vice President of Marketing  
Printed Name and Title

Bound Tree Medical, LLC  
Company Name (Print)

**END OF ADDENDUM #1**

**BID NO: 22-69**

**OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA**

**TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

**DATE SUBMITTED: \_\_\_\_\_**

**BID PROPOSAL OF**

**Life-Assist, Inc.**

**Full Legal Company Name**

**11277 Sunrise Park Drive, Rancho Cordova, CA. 95742**

**800-824-6016**

**800-290-9794**

**Mailing Address**

**Telephone Number**

**Fax Number**

**Bidders: Having become familiar with requirements of this solicitation, and having carefully examined the Bid Documents and Specifications entitled for **Bid No: 22-69 PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE**, the undersigned proposes to furnish all materials, labor and equipment, delivery and all other applicable requirements to submit the following Bid Proposal summarized as follows:**

**PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE**

**Base Bid:**

**Vendor / Manufacturer Catalog:**

**Fixed percentage (%) discount 35**

**Days for Delivery 3-4**

**Shipping Charges**

**Unit Price per 100lbs Free Freight on orders over \$100  
Shipping charge of \$10.50 on orders less than \$100**

**Note: All prices submitted shall include labor, materials, equipment, transportation, integration and any and all other costs associated to supply any or all of the specified items in accordance with the requirements provided herein. All prices shall be final cost to the County for each item below.**

**In the event the bid price(s) are illegible, the County reserves the right to determine the submitted bid as non-responsive and remove the bid from consideration.**

**The County may consider award to multiple vendors.**

The pricing offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

During the preparation of the Bid, the following addenda, if any, were received:

No.: 1 Date Received: 3/2/2022

No.: 2 Date Received: 3/3/2022

No.: \_\_\_\_\_ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.


We have made a full examination of the proposed work and the sources of supply for any specified materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.


If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

**BID NO: 22-69**

**CORPORATE/COMPANY**

Full Legal Company Name: Life-Assist, Inc. (Seal)

By:  Corey Farrar - Pricing Specialist  
Signature of Authorized Representative (Name & Title typed or printed)

By:  Carrie Woodworth Pricing Specialist  
Signature of Authorized Representative (Name & Title typed or printed)

Address: 11277 Sunrise Park Drive, Rancho Cordova, CA. 95742

Telephone No.: (800) 824-6016 Fax No.: (800) 290-9794

Email Address for Authorized Company Representative: Quotes@Life-Assist.com

Federal I.D. Tax Number: 94-2440500 DUNS #: 096899414  
(If applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: ( ) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official County Bid Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal.

BID NO.: 22-69

**ATTACHMENT "A"**  
**ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT**

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,  
ST. JOHNS COUNTY, ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF: California  
COUNTY OF: Sacramento

Before me, the Undersigned authority, personally appeared Corey Farrar who being duly sworn, deposes and says he is Pricing Specialist (Title) of the firm of Life-Assist, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 22-69 PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this 14<sup>th</sup> day of March, 2022.

[Signature]  
Signature of Affiant

Corey Farrar - Pricing Specialist  
Printed Name & Title of Affiant

Life-Assist, Inc.  
Full Legal Name of Consultant/Vendor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 14 day of MARCH, 2022 by COREY FARRAR, who is personally known to me or has produced [Redacted] as identification.



[Signature]  
Notary Public  
My Commission Expires: July 6, 2025

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

**ATTACHMENT "B"**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFQ, RFP, BID) Number/Description: Bid No 22-69 PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/vendor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Vendors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Vendors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/vendor's professional judgement when completing work for the benefit of the County.


The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.


Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: N/A

Authorized Representative(s):   
Signature

Corey Farrar - Pricing Specialist  
Print Name/Title

  
Signature

Carrie Woodworth Contract Specialist  
Print Name/Title

**ATTACHMENT "C"**  
**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Life-Assist, Inc. does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Signature

3/14/2022

Date

BID NO: 22-69

**ATTACHMENT "D"**  
**E-VERIFY AFFIDAVIT**

STATE OF California  
COUNTY OF Sacramento

I, Corey Farrar (hereinafter "Affiant"), being duly authorized by and on behalf of Life-Assist, Inc. (hereinafter "Consultant/Vendor") hereby swears or affirms as follows:

1. Consultant/Vendor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. 22-69 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant/Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Vendor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Consultant/Vendor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Consultant/Vendor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Consultant/Vendor further understands and agrees that in the event of such termination, Consultant/Vendor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant/Vendor's breach.

DATED this 14 day of March, 2022.

*Corey Farrar*

Signature of Affiant

Corey Farrar - Pricing Specialist

Printed Name & Title of Affiant

Life-Assist, Inc.

Full Legal Name of Consultant/Vendor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 14 day of March, 2022, by Corey Farrar, who is personally known to me or has produced [REDACTED] as identification.

*Melvin Mario*

Notary Public

My Commission Expires: July 6, 2025



**BID NO.: 22-69**

**RFP NO 22-69 Purchase of Pharmaceutical Supplies for St. Johns County Fire Rescue**

**ATTACHMENT "E"  
LOCAL PREFERENCE**

Respondents must complete and sign this Attachment "F" to indicate whether or not they qualify to receive local preference consideration in accordance with Section 302.25 of the SJC Purchasing Procedure Manual. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal with this Attachment "F".

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFP.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFP.
- For services and construction - must qualify as a local business as shown above AND self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

**Respondent must select one of the following, and submit the supporting documentation, as applicable:**


Respondent qualifies for Local Preferences in accordance with Section 302.25

\_\_\_\_\_

Respondent does not qualify for Local Preference in accordance with Section 302.25

\_\_\_\_\_ X \_\_\_\_\_

By signing below, Respondent certifies that the selection made herein, and the documentation attached to support the selection is true and accurate, and that if seeking Local Preference, the Respondent meets the requirements as provided in Section 302.25, SJC Purchasing Procedure Manual.

  
\_\_\_\_\_  
Signature – Authorized Respondent Representative

Corey Farrar - Pricing Specialist  
\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_



**St. Johns County Board of County Commissioners**

Purchasing Division

**THE BID DUE DATE IS: Wednesday, March 16, 2022 at 2:00 P.M.**

**Acknowledgment**

 3/14/2022

Signature and Date

Corey Farrar - Pricing Specialist

Printed Name and Title

Life-Assist, Inc.

Company Name (Print)

Sincerely,



Joanie Chiarelli

Procurement Coordinator  
Purchasing Division

**END OF ADDENDUM #1**



**St. Johns County Board of County Commissioners**

---

Purchasing Division

Corey Farrar - Pricing Specialist

Printed Name and Title

Life-Assist, Inc.

Company Name (Print)

**END OF ADDENDUM #1**

**BID NO: 22-69**

**OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA**

**TO:** THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

**DATE SUBMITTED:** 3/10/2022

**BID PROPOSAL OF**

Medline Industries, LP

Full Legal Company Name

Three Lakes Dr. Northfield, IL 60093

800-633-5463

847-949-2497

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of this solicitation, and having carefully examined the Bid Documents and Specifications entitled for **Bid No: 22-69 PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE**, the undersigned proposes to furnish all materials, labor and equipment, delivery and all other applicable requirements to submit the following Bid Proposal summarized as follows:

**PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE**

**Base Bid:**

Vendor / Manufacturer Catalog:

Fixed percentage (%) discount 20% off Medline List Price

Days for Delivery 2-3 days if in stock at local warehouse

Shipping Charges

Unit Price per 100lbs \_\_\_\_\_

**Note:** All prices submitted shall include labor, materials, equipment, transportation, integration and any and all other costs associated to supply any or all of the specified items in accordance with the requirements provided herein. All prices shall be final cost to the County for each item below.

In the event the bid price(s) are illegible, the County reserves the right to determine the submitted bid as non-responsive and remove the bid from consideration.

The County may consider award to multiple vendors.

The pricing offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

During the preparation of the Bid, the following addenda, if any, were received:

No.:   1   Date Received: 3/1/2022

No.:   2   Date Received: 3/3/2022

No.: \_\_\_\_\_ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the proposed work and the sources of supply for any specified materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

**BID NO: 22-69**

**CORPORATE/COMPANY**

Full Legal Company Name: Medline Industries, LP (Seal)

By:  Chris Power, VP of Government Sales  
Signature of Authorized Representative (Name & Title typed or printed)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

Address: Three Lakes Dr, Northfield, IL. 60093

Telephone No.: (800) 633-5463 Fax No.: (847) 949-2497

Email Address for Authorized Company Representative: govbids@medline.com

Federal I.D. Tax Number: 36-2596612 DUNS #: 025460908  
(If applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: ( ) Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official County Bid Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal.

BID NO.: 22-69

**ATTACHMENT "A"**  
**ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT**

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,  
ST. JOHNS COUNTY, ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF: IL  
COUNTY OF: Cook County

Before me, the Undersigned authority, personally appeared Chris Powers who being duly sworn, deposes and says he is VP of Governemtn Sales (Title) of the firm of Medline Industries, LP Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 22-69 PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

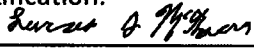
DATED this Thursday day of March 10th, 2022.

  
\_\_\_\_\_  
Signature of Affiant

Chris Powers, VP of Government Sales  
\_\_\_\_\_  
Printed Name & Title of Affiant

Medline Industries, LP  
\_\_\_\_\_  
Full Legal Name of Consultant/Vendor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 10th day of March, 2022, by Chris Powers, who is personally known to me or has produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 12/6/2025

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

**ATTACHMENT "B"**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFQ, RFP, BID) Number/Description: Bid No 22-69 PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/vendor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Vendors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Vendors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/vendor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

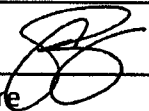
It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: Medline Industries, LP

Authorized Representative(s):   
Signature

Chris Powers, VP of Government Sales  
Print Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

BID NO: 22-69

**ATTACHMENT "C"**  
**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Medline Industries, LP does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Signature

3/10/2022

Date



**BID NO.: 22-69**

**RFP NO 22-69 Purchase of Pharmaceutical Supplies for St. Johns County Fire Rescue**

**ATTACHMENT "E"  
LOCAL PREFERENCE**

Respondents must complete and sign this Attachment "F" to indicate whether or not they qualify to receive local preference consideration in accordance with Section 302.25 of the SJC Purchasing Procedure Manual. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal with this Attachment "F".

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFP.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts Issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFP.
- For services and construction - must qualify as a local business as shown above AND self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

**Respondent must select one of the following, and submit the supporting documentation, as applicable:**


Respondent qualifies for Local Preferences in accordance with Section 302.25

\_\_\_\_\_

Respondent does not qualify for Local Preference in accordance with Section 302.25

\_\_\_\_\_ X \_\_\_\_\_

By signing below, Respondent certifies that the selection made herein, and the documentation attached to support the selection is true and accurate, and that if seeking Local Preference, the Respondent meets the requirements as provided in Section 302.25, SJC Purchasing Procedure Manual.

  
\_\_\_\_\_  
Signature - Authorized Respondent Representative

Chris Powers, VP of Government Sales  
Printed Name & Title

\_\_\_\_\_



## St. Johns County Board of County Commissioners

Purchasing Division

### ADDENDUM #1

March 2, 2022

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No: 22-69; Purchase of Pharmaceutical Supplies for SJC Fire Rescue

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Division, Attn: Joanie Chiarelli; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

#### **Questions:**

1. At this time all of our staff are working remotely, will you accept DocuSign for signatures, or do you require live signatures for this bid?

**Answer: Unfortunately at this time, we do not offer E-signing of documents for Sealed Bids. All Sealed Bids must be live (signed in ink) and mailed (USPS, UPS, FedEx,) or hand delivered into our Purchasing Department. However, we do offer e-mailing of contracts once bid has been awarded.**

2. Could I please get a clarification on the potential renewal of the bid? Would it be in one or two year increments and how many years would it potentially go up to?

**Answer: The initial contract is for three (3) calendar years and may be renewed for another two (2) years in one year increments for a total contract of five (5) years.**

3. Is it possible to see the prior bid tabulation?

**Answer: Records are no longer available.**



**St. Johns County Board of County Commissioners**

Purchasing Division

**THE BID DUE DATE IS: Wednesday, March 16, 2022 at 2:00 P.M.**

**Acknowledgment**

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company Name (Print)

Sincerely,

*Joanie Chiarelli*

**Joanie Chiarelli**

Procurement Coordinator

Purchasing Division

**END OF ADDENDUM #1**



# St. Johns County Board of County Commissioners

Purchasing Division

## ADDENDUM #2

March 3, 2022

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No: 22-69; Purchase of Pharmaceutical Supplies for SJC Fire Rescue

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Division, Attn: Joanie Chiarelli; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

### Questions:

- 1. Are you looking for a percentage discount for just pharmaceuticals or are you also looking for a discount towards supplies?

**Answer: Only Pharmaceuticals**

- 1. How will you be evaluating proposals for an award of the contract? Will there be just one awarded vendor? Will you have a primary, secondary, tertiary, and so-on?

**Answer: One Primary Vendor, unless specific items are unavailable from primary.**

1. What will be the determining factor(s) for selecting the awarded vendor, or primary awarded vendor?

**Answer: Percentage off discount**

**THE BID DUE DATE IS: Wednesday, March 16, 2022 at 2:00 P.M.**

**Acknowledgment**

\_\_\_\_\_  
Signature and Date

**Sincerely,**

**Joanie Chiarelli**  
Procurement Coordinator  
Purchasing Division



# St. Johns County Board of County Commissioners

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Purchasing Division

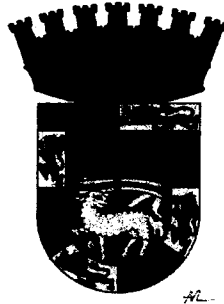
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Printed Name and Title

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Company Name (Print)

**END OF ADDENDUM #1**



**ST. JOHNS COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**BID NO: 22-69**

**PURCHASE OF PHARMACEUTICAL SUPPLIES FOR  
ST JOHNS COUNTY FIRE RESCUE**

**St. Johns County Purchasing Division  
500 San Sebastian View  
St. Augustine FL 32084  
(904) 209-0150  
[www.sjcfi.us/Purchasing/index.aspx](http://www.sjcfi.us/Purchasing/index.aspx)**

**FINAL 02/16/22**

**BID NO: 22-69 PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE**

**TABLE OF CONTENTS**

**FRONT END BID DOCUMENTS**

Instruction to Bidders

Official County Bid Form

Attachments:

Attachment "A" – St. Johns County Board of County Commissioners Affidavit

Attachment "B" – Conflict of Interest Disclosure Form

Attachment "C" – Drug Free Workplace Form

Attachment "D" – E-Verify Affidavit

Attachment "E" – Local Preference Form

**SPECIFICATIONS**

**END OF TABLE OF CONTENTS**

**INSTRUCTION TO BIDDERS**

**OWNER:** The Board of County Commissioners of St. Johns County, Florida (“County”)  
**PROJECT:** Bid No. 22-69 Purchase of Pharmaceutical Supplies for St Johns County Fire Rescue

**DEFINITIONS**

All definitions set forth in the General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Division prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County if the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

Bid Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Contract Agreement, Specifications and Plans including any Addenda issued prior to receipt of Bids.

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

### **BIDDER'S REPRESENTATION**

Each Bidder, by marking his Bid, represents that he has read and understands the Bid and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bid Documents without exceptions.

### **BID DOCUMENTS**

Bid Documents may be obtained from [www.demandstar.com](http://www.demandstar.com) or SJC Purchasing, in the number and for the purchase sum, if any, as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bid Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bid Documents. The Owner, in making copies of the Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

### **INTERPRETATION OR CORRECTION OF BID DOCUMENTS**

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bid Documents shall make a written request to the Owner, to reach him at least **Seven (7) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bid Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bid Documents by the Owner or its Representative **seven (7) days** prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

### **SUBSTITUTIONS**

The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included.

The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

### **DESIGNATED POINT OF CONTACT**

The County's Designated Point of Contact for this Bid is Joanie Chiarelli, Procurement Coordinator St. Johns County Purchasing Division. Any and all questions and/or inquiries shall be directed, *in writing*, via email to [ichiarelli@sicfl.us](mailto:ichiarelli@sicfl.us). In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh A. Daniels, Purchasing Manager at [ldaniels@sicfl.us](mailto:ldaniels@sicfl.us).

**Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.**

### **QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than four o'clock (4:00PM EST) on **Wednesday, March 2, 2022** so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

### **ADDENDA**

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bid Documents. Copies of Addenda will be made available for inspection wherever Bid Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

### **BID SUBMITTAL REQUIREMENTS**

Bids shall be submitted in **TRIPLICATE (one (1) original and two (2) copies)** on the required forms provided herein, by or before **Wednesday, March 16, 2022 at 2:00 PM EST**. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Division, with the bidder's return address in top left hand corner and recite: "BID NO: 22-69 PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE"

**See Example Below:**

|   |  |
|---|--|
| ABC Company, Inc.<br>123 Aviles Street<br>St. Augustine, FL 32084 | St. Johns County Purchasing Division<br>500 San Sebastian View<br>St. Augustine, FL 32084<br><b>BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT</b> |
|---|--|

At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive.

Any interlineations, alteration or erasure must be initialed by the signer of the Bid; failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

A Delegation of Authority must be submitted for any representative signing a submitted bid proposal, who is not a principal, officer, or owner of the bidding company.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

**BID SECURITY**

Not Applicable

**BID POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

**MODIFICATION OR WITHDRAWAL OF BID**

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

Any submitted Bid that is not withdrawn prior to the deadline provided herein shall be considered an irrevocable offer for a period of ninety (90) consecutive calendar days.

**COSTS INCURRED BY BIDDERS**

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

**CONSIDERATION OF BIDS**

**Opening of Bids:** Unless stated otherwise in an Addendum, the properly identified Bids received on time will be opened publicly as specified in the Bid Documents. The Bid Tabulation will be posted on the Purchasing Division bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Division for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Division and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

**Rejection of Bids:** The County shall reject any material, supplies, or equipment that do not meet the specifications provided herein. The County reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

**Acceptance of Bid (Award):** The County shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

It is the intent of the County to award to the responsive, responsible Bidder(s), or responsive, responsible Local Bidder(s), based upon the fixed percentage discount provided in the submitted bid; provided it is responsive to the requirements of this Request for Bids. The County reserves the right to split the award between multiple bidders, if doing so provides a cost savings, and serves the best interest of the County.

If an award is made, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

If only one (1) bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted bid is responsive to the requirements provided herein. The bid may also be rejected and re-advertised, in order to best serve the needs of the County.

#### **CONTRACT DURATION & RENEWAL**

If awarded, the initial contract term shall be for a period of three (3) calendar years, providing satisfactory performance has been maintained by the Contractor, and availability of funding. The contract may be renewed in one (1) year increments, for a maximum of three (3) two-year renewals. These contract renewals shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate St. Johns County representatives. The County is under no obligation to exercise any of the available renewals. All renewals available under this contract are optional to the County.

#### **DELIVERY TERMS**

All prices shall be Free On Board (F.O.B.) destination.

All materials, equipment and supplies shall be subjected to rigid inspection under the immediate supervision of the Purchasing Division, its designee and/or the department to which they are delivered. If, during the inspection, defective materials, equipment, or supplies are discovered, the vendor shall be responsible for replacing the defective materials, equipment, and supplies without additional compensation by the County. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the vendor or release him from his obligation to perform and deliver to the County sound and satisfactory materials, equipment or supplies. The vendor agrees to pay the costs of all tests upon defective material, equipment or supplies or allow the cost to be deducted from any payments from the County.

**DELIVERY:** F.O.B. Destination  
St. Johns Fire Rescue  
3657 Gaines Rd.  
St. Augustine, FL 32084

#### **PRICING**

The pricing under this Bid shall remain firm throughout the duration of the initial term of this Contract Agreement. No pricing increases will be permitted during the initial contract. Price increases shall only be

considered at the time Contract Renewals are issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. All prices shall remain firm for the period of each Contract Renewal term. The County will accept lower discount pricing during the contract period if available from vendor.

**COOPERATIVE OR PIGGYBACK PURCHASE:** Any bidder(s) awarded a contract under this bid agree(s) that such constitutes a bid price to all State, County, Local agencies and Political Subdivisions of the State of Florida under the same conditions, process and effective period as this bid, should the awarded bidder(s) deem it in the best interest of their business to do so.

**PAYMENT TERMS**

Payment terms are Net Thirty (30) days, in accordance with Chapter 218.74(2) Florida Statutes.

**PAYMENT/INVOICE**

Payments will be processed promptly after completion of delivery of items and after receipt of properly prepared and verified or approved invoices.

Invoices must contain the following information:

- Vendor's name and address
- Ship to address
- Purchase order number
- Itemization of each item purchased to include:
  - Description
  - Unit Price
  - Quantity
  - Total Price
  - Total Amount of Invoice
  - Date of Delivery

Invoices must not reflect any outstanding back orders.

**Invoices must be delivered to:**

St. Johns County Fire Rescue  
ATTN: Amy Land  
3657 Gaines Road  
St. Augustine, FL 32084

**EQUAL EMPLOYMENT OPPORTUNITY**

Awarded firm(s) agree to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.

### **LOCAL PREFERENCE**

The County shall review all submitted bids to determine whether or not there is a Local Business within ten percent (10%) of the responsive, responsible low bid. If so, County shall verify all qualification requirements to validate the Vendor as a Local Business, in accordance with Section 302.25, SJC Purchasing Procedure Manual. If the lowest bid from a Local Business is responsive and the Bidder is responsible to perform the work, and the submitted bid is within ten percent (10%) of the low bid, the Local Bidder shall have forty eight (48) hours to agree, in writing, to match the low bid amount. If the Local Bidder agrees to match the low bid amount within the timeframe provided, the Local Bidder shall be awarded the bid, provided they meet any and all other requirements of the County. If the Local Bidder refuses, or fails to agree to match the low bid, the County shall consider the non-local low bid for award.

In order to receive local preference consideration, vendor must qualify as a local business, and self-perform, or have perform by subcontractors that qualify as a local business, a minimum of fifty percent (50%) of all work. Fifty percent (50%) of all work must equal fifty percent (50%) of the contract price.

### **SUB-CONTRACTORS**

The awarded Contractor is not permitted to utilize any sub-contractors for any aspect of the work required under this bid.

### **INDEMNITY**

Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 10.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

**This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.**

If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

The indemnification provisions of this Section 10.2 shall survive expiration or earlier termination of this Contract.

**FORCE MAJEURE**

Respondent pledges to provide the equipment/services as specified in the Contract Documents barring any delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

**TAXES**

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

**INSURANCE**

The Vendor shall not commence work on this purchase until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Vendor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Vendor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Vendor of its liability and obligations under this purchase.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

The Vendor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

### **GOVERNING LAWS & REGULATIONS**

The Vendor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

### **EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY**

As a condition precedent to any award, and in accordance with section 448.095, F.S., Vendor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Vendor shall require each of its subcontractors to provide Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit through and until final acceptance and payment.
- b. The County, Vendor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Vendor otherwise complied, shall promptly notify Vendor and Vendor shall immediately terminate the contract with the subcontractor.
- d. The County and Vendor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Vendor acknowledges that, in the event that the County terminates this award for Vendor's breach of these provisions regarding employment eligibility, then Vendor may not be awarded a public contract for at least one (1) year after such termination. Vendor further acknowledges that Vendor is liable for any additional costs incurred by the County as a result of the County's termination of this award for breach of these provisions regarding employment eligibility.
- f. Vendor shall incorporate in all subcontracts made pursuant to this award the provisions contained herein regarding employment eligibility.

Each Bidder must submit **Attachment "D" – E-Verify Affidavit**.

**PUBLIC RECORDS**

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this transaction shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Vendor's performance constitutes an act on behalf of the County, Vendor shall comply with all requirements of Florida's public records law. Specifically, if Vendor is expressly authorized, and acts on behalf of the County, Vendor shall:
  - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
  - (2) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records related to this transaction that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law, if the Vendor does not transfer the records to the County; and
  - (4) Upon acceptance of delivered product(s), transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County.

If the Vendor transfers all public records to the County upon acceptance of the product(s), the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Vendor to comply with the requirements of this section shall be grounds for immediate, unilateral termination by the County.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AWARD, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0805  
[publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

**END OF SECTION**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

**BID NO: 22-69**

**OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA**

**TO:** THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: \_\_\_\_\_

**BID PROPOSAL OF**

\_\_\_\_\_  
Full Legal Company Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

Bidders: Having become familiar with requirements of this solicitation, and having carefully examined the Bid Documents and Specifications entitled for **Bid No: 22-69 PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE**, the undersigned proposes to furnish all materials, labor and equipment, delivery and all other applicable requirements to submit the following Bid Proposal summarized as follows:

**PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE**

**Base Bid:**

Vendor / Manufacturer Catalog:

Fixed percentage (%) discount \_\_\_\_\_

Days for Delivery \_\_\_\_\_

Shipping Charges

Unit Price per 100lbs \_\_\_\_\_

**Note:** All prices submitted shall include labor, materials, equipment, transportation, integration and any and all other costs associated to supply any or all of the specified items in accordance with the requirements provided herein. All prices shall be final cost to the County for each item below.

In the event the bid price(s) are illegible, the County reserves the right to determine the submitted bid as non-responsive and remove the bid from consideration.

The County may consider award to multiple vendors.

The pricing offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

During the preparation of the Bid, the following addenda, if any, were received:

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the proposed work and the sources of supply for any specified materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

**BID NO: 22-69**

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_ (Seal)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Email Address for Authorized Company Representative: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(If applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official County Bid Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal.

**BID NO.: 22-69**

**ATTACHMENT "A"**  
**ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT**

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,  
ST. JOHNS COUNTY, ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_

Before me, the Undersigned authority, personally appeared \_\_\_\_\_ who being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of the firm of \_\_\_\_\_ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 22-69 PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name & Title of Affiant

\_\_\_\_\_  
Full Legal Name of Consultant/Vendor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.



**ATTACHMENT "C"**  
**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT "D"**  
**E-VERIFY AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (hereinafter "Affiant"), being duly authorized by and on behalf of \_\_\_\_\_ (hereinafter "Consultant/Vendor") hereby swears or affirms as follows:

1. Consultant/Vendor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. \_\_\_\_\_ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant/Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Vendor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Consultant/Vendor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Consultant/Vendor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Consultant/Vendor further understands and agrees that in the event of such termination, Consultant/Vendor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant/Vendor's breach.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name & Title of Affiant

\_\_\_\_\_  
Full Legal Name of Consultant/Vendor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**BID NO.: 22-69**

**RFP NO 22-69 Purchase of Pharmaceutical Supplies for St. Johns County Fire Rescue**

**ATTACHMENT "E"  
LOCAL PREFERENCE**

Respondents must complete and sign this Attachment "F" to indicate whether or not they qualify to receive local preference consideration in accordance with Section 302.25 of the SJC Purchasing Procedure Manual. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal with this Attachment "F".

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFP.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFP.
- For services and construction - must qualify as a local business as shown above AND self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

**Respondent must select one of the following, and submit the supporting documentation, as applicable:**

Respondent qualifies for Local Preferences in accordance with Section 302.25 \_\_\_\_\_

Respondent does not qualify for Local Preference in accordance with Section 302.25 \_\_\_\_\_

By signing below, Respondent certifies that the selection made herein, and the documentation attached to support the selection is true and accurate, and that if seeking Local Preference, the Respondent meets the requirements as provided in Section 302.25, SJC Purchasing Procedure Manual.

\_\_\_\_\_  
Signature – Authorized Respondent Representative

\_\_\_\_\_  
Printed Name & Title

# **SPECIFICATIONS**

## **BID NO: 22-69 PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE**

### **Scope of Work**

Vendor(s) awarded under this bid (hereinafter referred to as "vendor") shall be responsible for providing pharmaceutical supplies as requested by the SJC Fire Rescue. The purpose of this bid is to establish a firm, fixed percentage discount from manufacturers' and/or bidders' catalog(s), supplies, and/or product price list(s) for Pharmaceutical Supplies to be ordered by St. Johns County, on an as needed basis. This bid shall also establish pricing for Pharmaceutical Supplies for purchase by the County.

Pharmaceutical Supplies include but are not limited to Pharmaceuticals, Absorbent Bandages/Splints, Implements, Intravenous, Monitoring, Airway, Bags/Kits and Miscellaneous Items.

Vendors are to provide their item numbers and packaging information along with either written information or access to their web sites for verification of all products as the vendor provides it once a contract is awarded.

If a vendor represents multiple manufacturers for pharmaceutical supplies, then the bidder can submit a list of suppliers with fixed percentage discount, days for delivery and shipping rate.

Any supplemental information regarding pricing (i.e. shipping charges) may be submitted on a separate sheet of paper and labeled as such.

### **Promotional Pricing**

If, at any time, any items available from an approved vendor are offered at a promotional price from the vendor, manufacturer, or supplier, the vendor shall extend the promotional pricing to St. Johns County, if it is lower than the price after discount approved by the County. It shall be the responsibility of the vendor(s) to notify the County of any and all available promotional pricing as it occurs.

### **Catalogs**

Vendor(s) shall provide catalogs showing any and all products, equipment, and accessories available for purchase by the County. The catalogs must provide item pictures, descriptions, dimensions, part #'s, pricing, and freight charges where applicable.

If at any time the vendor wishes to give the County a lower discount than their contract discount they may do so.

Vendor(s) shall be responsible for providing updated catalogs to the County any time changes are made to the available items, part #'s, pricing or freight charges for any items.

If a vendor offers specialized catalog(s), that catalog(s) must be provided separately from any other catalog offered by the vendor.

### **Ordering Supplies**

The County will issue a Purchase Order for items on an as needed basis.

The County prefers to order on vendor's website or by email.

The County requires a 7 day or less turnaround time for delivery once an order is made.


Vendor shall guarantee all supplies to be free of defects, and shall replace any supplies found by the County to be defective upon delivery. Replacement of defective supplies shall be made by the vendor within ten (10) days of notification from the County of the defects. No additional cost shall be incurred by the County for replacement of defective supplies.

**SEALED BID MAILING LABEL**

**BID NO: 22-69 PURCHASE OF PHARMACEUTICAL SUPPLIES FOR ST JOHNS COUNTY FIRE RESCUE**

**Cut along the outer border and affix this label  
to your sealed bid envelope to identify it as a  
"Sealed BID"**

|                                 |   |
|---------------------------------|---|
| <b>SEALED BID • DO NOT OPEN</b> |   |
| SEALED BID NO.:                 | <b>BID NO: 22-69</b>  |
| BID TITLE:                      | <b>PURCHASE OF PHARMACEUTICAL SUPPLIES<br/>FOR ST JOHNS COUNTY FIRE RESCUE</b>        |
| DUE DATE/TIME:                  | <b>By 2:00PM – March 16 2022</b>  |
| SUBMITTED BY:                   | _____<br>Company Name   |
|                                 | _____<br>Company Address  |
|                                 | _____<br>Company Address  |
| DELIVER TO:                     | St. Johns County Purchasing Dept.<br>500 San Sebastian View<br>St. Augustine FL 32084 |



**END OF BID DOCUMENT**