



**CONTRACT NO. 25-535A**  
For  
**Public Safety Controlled Substances**

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Henry Schein, Inc.** (hereinafter "Contractor") to supply **Public Safety Controlled Substances** to the County pursuant to County Bid number 25-535 with any included addenda (hereinafter "Bid"), with an opening date of 5/7/2021, and Contractor's Bid response dated 5/6/2021, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below are attached hereto and are part of this Contract.

**ATTACHMENTS:**

Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor

Attachment 2 – Pricing Sheet

Attachment 4 – Affidavit of Foreign Entities and Anti-Human Trafficking

Proposed Solution

Exhibit A – Scope of Work

Exhibit B – Insurance Requirements

Exhibit C – [Lake County General Terms & Conditions version 5.6.21 \(lakecountyfl.gov\)](https://www.lakecountyfl.gov)

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

**The Contract initial term is from 8/5/2025 through 8/4/2026** with the option for two subsequent two-year renewals. The County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. Renewals are contingent upon mutual written agreement.

Modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA



By: Amy Munday, CPPB

Contracting Officer II

Date: 8/22/2025

The undersigned hereby declares that: Henry Schein, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to furnish **PUBLIC SAFETY CONTROLLED SUBSTANCES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

#### **1.0 TERM OF CONTRACT**

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

#### **2.0 PAYMENT**

Contractor shall email [fireescueap@lakecountyfl.gov](mailto:fireescueap@lakecountyfl.gov) the County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance of invoices via virtual payment cards (ePayables) instead of paper checks. Contractor is encouraged to adopt the County's electronic payment option. ePayables is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the County's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers.

Vendor requests more information about accepting ePayables for payment: YES

Vendor accepts MasterCard for payment: YES

#### **3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS**

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

#### **4.0 CERTIFICATION REGARDING FELONY CONVICTION**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

**5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. See attached letter

**6.0 CERTIFICATION REGARDING BACKGROUND CHECKS**

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

**7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

**8.0 ANTITRUST VIOLATOR VENDOR LISTS**

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

**9.0 FEDERAL FUNDING REQUIREMENT – N/A****10.0 LOCAL VENDOR PREFERENCE – N/A****11.0 GENERAL VENDOR INFORMATION**

Firm Name: Henry Schein, Inc.

Street Address: 135 Duryea Rd

City: Melville State and ZIP Code: NY 11747

Mailing Address (if different): same

Telephone: 800-845-3550

Purchase Order Email Address: EMS@Henryschein.com

Federal Identification Number / TIN: 11-3136595

**12.0 SUBMITTAL SIGNATURE**

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Julia Strange*

Date: 5/6/2025

Print Name: Julia Strange

Title: Supervisor EMS

Primary E-mail Address: EMSBids@Henryschein.com

Secondary E-mail Address: Julia.Strange@Henryschein.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

*[The remainder of this page is intentionally blank]*

<b>Henry Schein, Inc.</b>				
<b>SAVE AND SUBMIT AS AN EXCEL FILE</b>				
Contractor to furnish all labor, materials, tools, transportation, and equipment necessary to provide services in accordance with specifications listed and implied. Actuals are unknown and estimated for evaluation purposes only.				
Alterations to locked cells may result in disqualification of submission.				
<b>ITEM #</b>	<b>ITEM DESCRIPTION</b>	<b>DOSAGE</b>	<b>PRICE PER VIAL</b>	<b>PRICE PER BOX</b>
1	FENTANYL	50mcg/mL, 2mL Vial	\$ 2.67	\$ 66.75
2	KETAMINE	10mg/mL, 20mL Vial	\$ 15.65	\$ 156.50
3	MIDAZOLAM	5mg/mL, 1mL Vial	\$ 1.48	\$ 14.80
4	QUELICIN/SUCCINYLCHOLINE	20mg/mL, 10mL Vial	\$ 2.73	\$ 68.25
5	ETOMIDATE	2mg/mL, 20mL Vial	\$ 5.47	\$ 54.70
<b>SPECIAL PROVISIONS: NO GLASS AMPULES, MUST BE THE EXACT CONCENTRATION, AND A MINIMUM 1 YEAR EXPIRATION DATE ON ALL ITEMS</b>				
Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.				
Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.				



**AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT.  
CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES  
OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS**

Before me, the undersigned authority, personally appeared (Name of affiant) Julia Strange, who, after being firstduly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) Supervisor EMS of (Business Name) Henry Schein, Inc. which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern:* I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern:* I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws:* I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 6 day of May, 2025.

BY:

Julia Strange  
Signature of Affiant

Julia Strange  
Printed Name

STATE OF Florida  
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 6 day of May, 2025, by Julia Strange, who is ☒ personally known to me or ☐ has produced identification (type): \_\_\_\_\_.

Jo Ann Rudd  
(Notary Signature)

(SEAL)



JO ANN RUDD  
Commission # HH 482378  
Expires April 13, 2028

April 19, 2025

Lake County, FL  
Amy Mundy  
Contracting Officer  
315 W. Main St.  
Suite 416  
Tavares, FL 32778

RE: Deviations for Lake County, FL for Solicitation Number 25-535 (the "BID")

Dear Amy Mundy,

Henry Schein, Inc. is a solutions company for health care professionals powered by a network of people and technology. Henry Schein has been in the medical supply business for 90 years and has over 40 years of experience in the EMS marketplace. Representing the EMS industry's leading manufacturers, Henry Schein EMS offers a full line of EMS specialty equipment and medical supplies. With several dedicated EMS sales professionals (most started their careers as field Medics), Henry Schein EMS has one of the largest and most experienced EMS teams in the industry.

As the reliance on your teams and the services they provide, by our society at large, continues to grow, Henry Schein EMS has never been prouder to support our everyday heroes and the agencies they represent. Serving EMS-Fire-Police and all aspects of public safety, we strive to provide the best-in-class experience for all our customers. Henry Schein is a global company, headquartered in Melville, New York. We help support the continuum of care worldwide, operating in 32 countries and territories and partnering with over 3,000 suppliers. Our footprint enables us to source a broad range of products and introduce innovative, cost-effective solutions. Our dedicated teams of industry experts understand your challenges and can help support the ever-changing demands on your agencies and personnel. Today and into the future, you can rely on us for:

- Med/Surge and PPE—a robust selection of the disposable products you rely on every day, including our portfolio of Henry Schein brand items offering quality products with exceptional savings. Equipment—offering equipment you count on each day while providing innovative solutions to help move you and your agencies forward into the future.
- Laboratory—as a leader for lab testing in our markets, we support the evolution of Community Paramedicine to best serve your community through our network of EMS and Laboratory Consultants.
- Pharmaceuticals—extensive Cold Chain capabilities and the ability to offer lowest unit of measure. We help reduce errors, increase efficiencies, and expedite the transaction of ordering controlled substances with our Electronic 222 (E222) ordering system.

Given our position in the market as a distributor, as opposed to the manufacturer of the product, there are certain assumptions, conditions, stipulations, and deviations we must include with our proposal to ensure the agreement adequately captures our position in the market.

Regarding the above, please see the following attachment, which is an integral part of our proposal and intended to be included as part of any resultant contract and offers an alternative means of compliance with the proposed terms.

Sincerely,



Julia Strange  
Supervisor, EMS



**Attached To Bid**

RE: Deviations for Lake County, FL for Solicitation Number 25-535 (the "BID")

Henry Schein Medical, a division of Henry Schein, Inc. submits the following assumptions, conditions, deviations, and stipulations as part of our response to BID:

**Controlled Substance Document, 8. Delivery and Submittal Requirements, subsection 8.5.6 Litigation.**

From time to time, we have been and may become a party to legal proceedings, including, without limitation, product liability claims, employment matters, commercial disputes, governmental inquiries and investigations (which may in some cases involve our entering into settlement arrangements or consent decrees), and other matters arising out of the ordinary course of our business. While the results of any legal proceeding cannot be predicted with certainty, in our opinion none of these matters had or are currently anticipated to have a material adverse effect on our ability to perform under the bid or any contract resulting therefrom.

**Attachment 1 – Submittal Form, Section 5.0 Conflict of Interest Disclosure Certification.**

Henry Schein is a publicly traded company and has over 26,000 employees, to my knowledge, I am not aware of any conflict of interest due to ownership, other clients, contracts or interest associated with this project. Further, Henry Schein's Worldwide Business Standards sets forth the company's standards and obligations with respect to conflicts of interest, including requiring statements from all employees on initial hire and annually from all managers and executives confirming no conflicts of interest. The Company has ongoing processes and procedures to address potential conflict of interest situations, including training on conflict of interest issues, and posts user-friendly guidance to its employees on its Compliance Department site, which is made available at its national sales meetings. The Company also maintains a log of potential conflict of interest issues as they arise, including resolution thereof.

**Exhibit A, Section #6, Delivery and Availability.**

Henry Schein would like to add the following provision:

*"In light of the uncertainty surrounding the possible imposition of tariffs on certain products, please be advised that, notwithstanding anything to the contrary contained in this RFP response, Henry Schein cannot guarantee the supply or pricing of any products due to the potential of supply disruptions and/or rapidly escalating costs resulting from tariffs and other external factors beyond our control. In light of these unpredictable and uncertain circumstances, pricing and product availability is subject to change without prior notice. We appreciate your understanding and cooperation and look forward to working with you as we navigate these challenges".*

**Exhibit C, Warranty;**  
**Exhibit C, Indemnification; and**  
**Exhibit C, Copyrights.**

Henry Schein is a distributor for all products offered in this proposal and, as such, is not in the best position to warrant the products or indemnify for their use; however, Henry Schein can offer that any transferable product warranties and indemnities will be provided, at the time of sale, as provided to Henry Schein by the manufacturer.

Given the above, Henry Schein assumes the following alternative language is an acceptable means of compliance with the sections listed above and offers it in lieu of the language in the proposed sections:

*“Consultant will pass through to the County and the State of Florida, Department of Transportation, including the Departments officers, agents, and employees (hereinafter collectively referred to as the “Indemnitees”), at the time of sale, any transferable product warranties, indemnities and remedies provided to the Consultant by the Manufacturer. TO THE EXTENT PERMITTED BY LAW CONSULTANT PROVIDES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND THE INDEMNITEES SHALL LOOK TO THE MANUFACTURER OF THE PRODUCT FOR ANY WARRANTY THEREON.”*

Sincerely,

Henry Schein Medical, a division of Henry Schein, Inc.



Julia Strange  
Supervisor, EMS

May 5, 2025

Lake County, FL  
Attn: Amy Mundy

Bid: 25-535

Henry Schein greatly appreciates the opportunity to provide pricing to Lake County for their controlled substances under this solicitation. Henry Schein makes available through its website the DEA electronic Controlled Substance Ordering System ("CSOS"). CSOS allows Customers to purchase controlled pharmaceuticals securely without the use of tedious manual paper-work (eliminates DEA 222 forms). Henry Schein provides this web based tool enrollment online. Once enrolled and installed Schedule II drugs can be ordered using our CSOS compliant, electronic ordering system. This is a real time-saver and assures a higher level of security for EMS Agencies.

Henry Schein has been in the medical supply business for 93 years and has over 40 years of experience in the EMS marketplace. Representing the EMS industry's leading manufacturers, Henry Schein EMS offers a full line of EMS specialty equipment and medical supplies. With several dedicated EMS sales professionals (most started their careers as field Medics), Henry Schein EMS has one of the largest and most experienced EMS teams in the industry.

Henry Schein uses cross-industry best practices throughout our 2-million-square feet of world-class climate-controlled US distribution centers to ensure customer satisfaction. Key features contributing to our reliable service levels includes National pedigree program for validating and controlling pharmaceutical product sourcing.

Contact for Bid:  
Julia Strange  
Supervisor, EMS  
[EMSbids@Henryschein.com](mailto:EMSbids@Henryschein.com)  
631-247-2891

Contact for Account:  
Jaime Greene  
Field Sales Consultant  
[Jaime.Greene@Henryschein.com](mailto:Jaime.Greene@Henryschein.com)  
561-644-0366

To review Henry Schein financial statements, follow this link: [Henry Schein Financial Reports](#)

From time to time, we have been and may become a party to legal proceedings, including, without limitation, product liability claims, employment matters, commercial disputes, governmental inquiries and investigations (which may in some cases involve our entering into settlement arrangements or consent decrees), and other matters arising out of the ordinary course of our business. While the results of any legal proceeding cannot be predicted with certainty, in our opinion none of these matters had or are currently expected to have a material adverse effect on our ability to perform under the bid or any contract resulting there from.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**FLORIDA DRUGS, DEVICES AND COSMETICS**

THE Prescription Drug Wholesale Distributor HEREIN HAS REGISTERED UNDER THE  
PROVISIONS OF CHAPTER 499, FLORIDA STATUTES

**HENRY SCHEIN, INC.**

8691 JESSE B. SMITH COURT  
JACKSONVILLE FL 32219

**LICENSE NUMBER: 221315**

**EXPIRATION DATE: APRIL 30, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 05/18/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**2024 FOREIGN PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# F94000005860

**Entity Name:** HENRY SCHEIN, INC.**Current Principal Place of Business:**135 DURYEA ROAD  
MELVILLE, NY 11747**Current Mailing Address:**135 DURYEA ROAD  
MELVILLE, NY 11747**FEI Number:** 11-3136595**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301-2525 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title CEO, CHAIRMAN  
Name BERGMAN, STANLEY M  
Address 135 DURYEA ROAD  
City-State-Zip: MELVILLE NY 11747

Title COO, EXECUTIVE VICE PRESIDENT  
Name ETTINGER, MICHAEL S.  
Address 135 DURYEA ROAD  
City-State-Zip: MELVILLE NY 11747

Title PRESIDENT  
Name BRESLAWSKI, JAMES P  
Address 135 DURYEA ROAD  
City-State-Zip: MELVILLE NY 11747

Title DIRECTOR  
Name PALADINO, STEVEN  
Address 135 DURYEA ROAD  
City-State-Zip: MELVILLE NY 11747

Title DIRECTOR  
Name RAPHAEL, CAROL  
Address 135 DURYEA ROAD  
City-State-Zip: MELVILLE NY 11747

Title DIRECTOR  
Name MLOTEK, MARK E.  
Address 135 DURYEA ROAD  
City-State-Zip: MELVILLE NY 11747

Title DIRECTOR  
Name LASKAWY, PHILIP A.  
Address 135 DURYEA ROAD  
City-State-Zip: MELVILLE NY 11747

Title DIRECTOR  
Name SHEARES, BRADLEY T.  
Address 135 DURYEA ROAD  
City-State-Zip: MELVILLE NY 11747

**Continues on page 2**

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** JENNIFER FERRERO**SECRETARY****04/21/2024**

Electronic Signature of Signing Officer/Director Detail

Date

**Officer/Director Detail Continued :**

Title DIRECTOR  
Name KUEHN, KURT P.  
Address 135 DURYEA ROAD  
City-State-Zip: MELVILLE NY 11747

Title SECRETARY  
Name FERRERO, JENNIFER  
Address 135 DURYEA ROAD  
City-State-Zip: MELVILLE NY 11747

Title DIRECTOR  
Name TUCKSON MD, REED V  
Address 135 DURYEA ROAD  
City-State-Zip: MELVILLE NY 11747

Title TREASURER, VP  
Name AMODIO, MICHAEL  
Address 135 DURYEA ROAD  
C/O HENRY SCHEIN E-365  
City-State-Zip: MELVILLE NY 11747

Title PRESIDENT  
Name ALBERTINI, ANDREA  
Address 135 DURYEA ROAD  
City-State-Zip: MELVILLE NY 11747

Title DIRECTOR  
Name HERRING, JOSEPH L.  
Address 135 DURYEA ROAD  
City-State-Zip: MELVILLE NY 11747

Title DIRECTOR  
Name SEROTA, SCOTT  
Address 135 DURYEA ROAD  
City-State-Zip: MELVILLE NY 11747

Title DIRECTOR  
Name ALI, MOHAMED  
Address 135 DURYEA ROAD  
City-State-Zip: MELVILLE NY 11747

Title DIRECTOR  
Name DERBY, DEBORAH  
Address 135 DURYEA ROAD  
City-State-Zip: MELVILLE NY 11747

Title DIRECTOR  
Name MARGULIES, ANNE H  
Address 135 DURYEA ROAD  
City-State-Zip: MELVILLE NY 11747

**RESOLVED**, that each of the foregoing appointed “authorized signatories” also be permitted to execute any additional documents required by the request for bid proposal by an authorized person, excluding those requiring the signature of an officer of the Corporation, that may arise from time to time; and be it further

**RESOLVED**, that the officers of the Corporation be, and each of them in their sole discretion hereby are, authorized and directed, in the name and on behalf of the Corporation, to execute and deliver any agreement, instrument, certificate or document, with such changes and further actions, as such individuals may approve as necessary or desirable to carry out the purposes of the foregoing resolutions, any such individuals taking of any such action, to be conclusive evidence of such approval and of the approval of the Board of Directors; and be it further

**RESOLVED**, that all actions heretofore taken by any officer of the Corporation in connection with the foregoing resolutions, be, and they hereby are, approved, ratified and confirmed in all respects.

Lake County  
Bid# 25-535

8.5.3

The pricing method used to establish price for requested items is based on fair market value and is customary across agencies like Lake County. The bid process assures that we are providing competitive pricing on the items requested and are based on the cost to distribute and provide volume discounts for requested items and usage as two examples of consideration for discounts and end user pricing. Henry Schein is a multibillion-dollar organization, and we have strict adherence to **our** Worldwide Business Standards. We base our relationship on providing **quality** products at **competitive** prices for our customers across all channels including EMS, Government and Public Safety Organizations.



## • Proposed Solution

The goal of the customer service team is to strengthen our relationship with each and every customer by providing them unmatched customer service. Over 3,400 customers are served daily through this team of resources. Our Customer Service team members are located in two regions (Reno, Nevada, and Melville, New York). Customer Service/Support is available via phone at 1-800-472-4346 (8am-8pm, EST), E-mail at [custserv@henryschein.com](mailto:custserv@henryschein.com). Our Customer Service/Support lines are managed so that there is coverage during peak business hours for customer sites located in various time zones.

While Lake County will work primarily through their field or telesales consultant, Customer Service agents are available to assist with the below requests of customers:

- Returns Processing
- Billing Inquiries
- Process Payments
- Catalog Requests
- Order Tracking
- Licensing Updates
- Account Changes
- General Information

In addition to the services provided by our Customer Service team members, Henry Schein Inc. also has enhanced automated systems (via phone and/or web) which are available 24 hours a day, 365 days a year for:

- Account Balances
- Accept Payments
- E-Statement Enrollment (Web)
- Copies of Invoices & Statements
- Custom reporting (Web)
- UPS Order Tracking
- Product Catalogs

At Henry Schein, we strive to make ordering as convenient and intuitive as possible for our customers. Henry Schein's philosophy is to leverage technology and create efficiencies in all aspects of our business, especially as it applies to our customers' experience.

The order management function is critical to operations and individuals must be equipped with the requisite training, budget authority, and the tools to perform it efficiently. While it is still possible to place orders via phone, fax, and email, the use of online tools can make the process far easier and more efficient. Efficient ordering can drive significant savings for our customers. We work with our customers to provide order frequency metrics and reporting that assist with driving operational efficiencies for our customers. All of our customers have the ability to order as needed, Henry Schein does not put any restrictions on when orders can be placed.

### **Creating and Placing Orders**

The Henry Schein Website offers several features to help simplify, automate, and optimize your order management process:

- *Suggested Orders* – Using demand logic algorithms, Henry Schein's Website inventory management system automatically tracks the usage of managed items and recommends suggested

order quantities for each item on the inventory list, when needed. Henry Schein's suggested orders are the easiest and quickest way to benefit from an online inventory management system to minimize unnecessary ordering and restocking events.

- *Order Forecast* – The Order Forecast feature helps forecast future needs by applying sophisticated algorithms to a practice's unique order history and projected item usage. For simplicity, items that should be considered for ordering are shown in three categories; those items that are due to be ordered "Now", items that should have been ordered in the recent "Past", and items that may need to be ordered in the near "Future".
- *Shopping Lists* – "Shopping Lists" further condense approved item categories with a more manageable universe of options to facilitate faster order placement. Shopping lists can be defined by location, function, category, procedure, etc. with access rights and editing capabilities assigned on a user basis.
- *Purchase History* – The Henry Schein Medical Website offers up to 24 months of order history; running a report on items ordered in the last 13 months may help focus your organization's item usage analysis.
- *Scheduled Ordering* – Schedule delayed or recurring orders to avoid disruptions due to vacation or illness. Utilize recurring orders to save time and avoid duplicating efforts and performing non-value added activities (i.e. standard repeat orders).
- *Order Tracking* – Henry Schein offers online order tracking to provide real-time visibility to your shipment throughout the delivery process. This service is particularly valuable for urgent orders and managing lost or misplaced shipments. This service also includes proof of delivery confirmation for internal record-keeping purposes.
- Henry Schein makes available through its website the DEA electronic Controlled Substance Ordering System ("CSOS"). CSOS allows Customers to purchase controlled pharmaceuticals securely without the use of tedious manual paper-work (eliminates DEA 222 forms). Henry Schein provides this web based tool enrollment online. Once enrolled and installed Schedule II drugs can be ordered using our CSOS compliant, electronic ordering system. This is a real time-saver and assures a higher level of security for EMS Agencies.

### **Purchasing Controls**

Spend management and budget control is essential and policies vary by organization but, routinely, "Approvers" and "Budgeters" are designated and empowered to commit and manage monetary expenditures, while keeping in mind both budgetary constraints and organizational policies and procedures. With online ordering tools, these approval levels are recognized by user account and automatically applied with approval requests initiated systematically when required.

Henry Schein's online budgeting management feature enables minimum and maximum budget thresholds at both the item and order level, as well as options to either notify a budgeter of a threshold variance, place the order on budget compliance hold, or route the order for approval before it is submitted for processing. Henry Schein's flexible order approval methods can also be employed to set controls for when, how, and by whom orders can be approved.

Henry Schein offers additional features to further enhance order management and control:

- *Order Processing Savings Calculator* – Included with Henry Schein's Website Inventory Management system, the Order Processing Savings Calculator is designed to help organizations evaluate costs and optimize ordering frequency to save time and money.

- *Mobile Ordering* – Henry Schein’s iPad, IOS, and Android applications enables mobile ordering. The Henry Schein Portal is a new smartphone application that can be used on certain IOS and Android devices for quick and easy order entry and management. The applications functionality and settings mirror much of the Henry Schein Medical Website’s functionality but in the convenience of a smartphone app.

The Henry Schein Medical Website provides an intuitive user experience 24 hours a day with multiple levels of customization and user-access right controls. Our website allows for single or multi-tier approval processes, user-specific budgets, Order-level and item-level messaging, inventory management, online invoice reconciliation (with 3-way match), order tracking, product return initiation, and much more.

One key feature on the Henry Schein Medical Website that will assist Lake County with building and driving a product formulary is our online custom eCatalog feature. Lake will be able to create and manage one or more “custom” catalogs on the Henry Schein Medical Website that can be assigned to individual users across your entire organization. With the eCatalog feature, Lake County can quickly and easily create and manage a custom formulary; encouraging a comprehensive, intentional, and specific formulary of products to maximize contracts and health system initiatives

In addition to the Henry Schein Medical Website, iPad application, and smartphone Portal app, orders may be placed via Fax, Phone, Email, with your sales consultant, or via EDI, XML, or cXML. Henry Schein also offers barcode scanners that can be purchased to work with the Henry Schein Medical Website and/or the Henry Schein iPad application.

To view a complete presentation of all Henry Schein’s capabilities please visit the following link:

<https://www.henryschein.com/us-en/Medical/About/Capabilities.aspx>

## OFFICE OF PUBLIC SAFETY CONTROLLED SUBSTANCES

**1. SCOPE OF WORK**

- 1.1. Contractor(s) is qualified to furnish the Office of Public Safety **Schedule II-V** Controlled Substances for Lake County, Florida.
- 1.2. The Office of Public Safety Controlled Substances are utilized by the Lake County Office of Fire Rescue, and municipal fire departments.

**2. PRICE EVALUATION REQUIREMENTS**

- 2.1. Contractors are responsible for reading carefully and have complete understanding of all requirements and specifications of the items proposed.
- 2.2. Responses received will be evaluated and awarded on an “item-by-item” basis. The County reserves the right to make multiple awards in the best interest of the County.
- 2.3. All pricing submitted shall be inclusive of all shipping and handling charges. Contractor will not be permitted to charge a fuel surcharge, and all freight charges will be prepaid.
- 2.4. Price(s) proposed shall be per unit of measurement.
- 2.5. Due to the fluidity of the market, it is understood that Contractors cannot lock in product pricing. The product manufacturer determines and establishes the product price. As such, the County may request quotes for current pricing prior to orders being placed.

**3. BRAND NAME OR EQUIVALENT/DEVIATIONS**

- 3.1. Unless otherwise specified, the mention of a manufacturer’s brand name or number on the Attachment 2 Pricing FILLABLE Sheet 25-535 form does not imply this is the only brand that will be considered for purchase. The reference is intended solely to designate the type or quality of product that is acceptable.
- 3.2. Equivalent and Deviation products will be considered.
  - 3.2.1. Contractor must submit the request with descriptive literature and specifications for review during the Question-and-Answer period as notated in Solicitation 25-503, Section 6.
    - 3.2.1.1. Any requests received after this period or, any product that is not in compliance with the specifications will not be considered.
    - 3.2.1.2. Samples and possibly additional information may be requested to assist in the valuation process. Concentrations of medication should be kept “like” in alternative recommendations.
  - 3.2.2. No substitute will be considered for products marked as “No Substitute”.
  - 3.2.3. The determination as to whether any submitted equivalent product or a deviation is acceptable shall be made by the Office of Public Safety and such determination shall be made final and made known through issuance of an addendum to the Solicitation.

**4. DRUG PEDIGREES**

- 4.1. Contractor shall be compliant with Florida Statute 499 Drugs, Devices, and Cosmetics and FDA Pedigree requirements in accordance with the US Food and Drug Administration, Prescription Drug Marketing Act, Section 503 (e)(1)(A).

## OFFICE OF PUBLIC SAFETY CONTROLLED SUBSTANCES

- 4.2. A pedigree for each shipment for controlled substances shall be included with each order/packing slip.
- 4.3. Contractor shall submit a current and in good standing, State of Florida Rx Drug Wholesaler Distribution license with the Florida Department of Business and Professional Regulations.
  - 4.3.1. Proposal received without a license may not be accepted.

**5. EXPIRATION DATES**

All products ordered must have an expiration date of twelve (12) months or more from the date of delivery. Shorter dates will require approval from the County before processing the order. Product received with shorter dates that do not have prior approval will not be accepted and will be returned at the Contractor's expense.

**6. DELIVERY AND AVAILABILITY**

- 6.1. Contractors must have a minimum of thirty (30) calendar days of products available to order before the commencement of the contract.
- 6.2. Confirmation of all orders and backordered items shall be provided by email to the ordering department within one (1) business day from the time the order is placed. Orders shall be available for delivery no later than two (2) business days from receipt of the order. Orders that total over six (6) boxes shall be delivered by freight at no additional charge to the County.
- 6.3. No minimum orders shall be required, either in quantity or cost. Contractor shall not charge the County for any shipping or freight costs for any minimum orders.
- 6.4. If an order is placed for a product that is out of stock and a substitution is available, this must be communicated to the department and approved prior to delivery. Any substituted product received that does not have prior approval will not be accepted and will be returned at Contractor's expense.
- 6.5. Non-stock product(s) shall be made available for delivery, no later than ten (10) business days from receipt of order.
- 6.6. Any items received by the County in error, wrong item proposed, equivalent was not approved by department, or equivalent is deemed not equal quality by the department, the Contractor will be required to provide a Return Merchandise Authorization (RMA) label at no charge to the County.
- 6.7. Contractor will provide a written notice within twenty-four (24) hours of any product covered by this contract that the Contractor has placed on backorder. Contractor's backorder notification will include:
  - 6.7.1. The product(s) placed on backorder
  - 6.7.2. The reason for the backorder
  - 6.7.3. The expected timeline for receipt of the backorder
- 6.8. Deliveries are to be performed during the hours of 8:00 am. To 3:00 p.m. (EST) Monday thru Friday. Contractor shall notify their freight companies of the delivery hours.

*[The remainder of this page intentionally left blank]*

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,  
AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

*[The remainder of this page is intentionally left blank.]*

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**DEFINITIONS**

**Contract:** The agreement to perform the services set forth in a document signed by both parties with any attachments specifically incorporated.

**Contractor:** The Vendor to whom award has been made.

**County:** Lake County, Florida, a political subdivision of the State of Florida.

**Proposal:** Any offer submitted in response to a solicitation.

**Solicitation:** The written document requesting bids, quotes, or proposals from the marketplace.

**Vendor:** Any entity responding to a solicitation or performing under any resulting contract.

**INSTRUCTIONS TO VENDORS**

- A. Vendor Qualification: The County requires Vendors provide evidence of compliance with the requirements below upon request:
1. Disclosure of Employment.
  2. Disclosure of Ownership.
  3. Drug-Free Workplace.
  4. W-9 and 8109 Forms – as required by the Internal Revenue Service.
  5. Americans with Disabilities Act (ADA).
  6. Conflict of Interest.
  7. Debarment Disclosure Affidavit.
  8. Nondiscrimination.
  9. Family Leave.
  10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.
- B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.
- E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.
- G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

- H. Conflicts within the Solicitation: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. Prompt Payment Terms: Payment for all purchases by County agencies will be made in a timely manner and interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

### **PREPARATION OF PROPOSALS**

- A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.
- B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.
- D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.
- F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

### **COLLUSION**

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

### **PROHIBITION AGAINST CONTINGENT FEES**

The Vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure the Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any consideration contingent upon or resulting from the award or making of the Contract.

### **CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or immediate family member seeking to contract with the County shall seek a

## **EXHIBIT C – GENERAL TERMS AND CONDITIONS v.2.26.24**

conflict of interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

### **INCURRED EXPENSES**

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

### **AWARD**

- A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid, or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.
- E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.
- F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.
- G. Any tie situations will be resolved in consonance with current written County procedure.
- H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source.
- I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the [Procurement Protest Procedures site](#).

### **GRANT FUNDING**

In the event any part of a Contract is to be funded by federal, state, or other local agency monies, the Vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors are advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

### **STATE REGISTRATION REQUIREMENTS**

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy

of the registration may be required prior to award of a Contract. Additional information is available by visiting the [Florida Department of State home page](#).

### **PRIME CONTRACTOR**

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

### **SUBCONTRACTING**

Unless otherwise stipulated in a solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Contract for default.

### **DISADVANTAGED BUSINESSES**

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

### **GENERAL CONTRACT CONDITIONS**

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the Contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

### **GOVERNING LAW**

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

### **COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES**

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

### **CONTRACT EXTENSION**

The County has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the County will notify the Contractor in writing of such extensions. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

**MODIFICATION OF CONTRACT**

Any Contract resulting from a solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract or purchase order as appropriate. This presumes the modification itself complies with all applicable County procedures.

**ASSIGNMENT**

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

**NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services provided under the Contract.

**OTHER AGENCIES**

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

**CONTINUATION OF WORK**

Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the County and the Contractor, continue until completion without change to the then current prices, terms and conditions.

**WARRANTY**

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

**DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR**

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent Contractor for these costs, either through a deduction from the final payment owed to the Contractor or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

**COUNTY IS TAX-EXEMPT**

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit [Lake County Tax Exemption Certificate page](#) to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

**SHIPPING TERMS, F.O.B. DESTINATION**

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

**ACCEPTANCE OF GOODS OR SERVICES**

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under a contract will not be deemed complete until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the Contractor, to include return of any non-compliant goods to the Contractor at the Contractor's expense, requiring the Contractor to either provide a direct replacement for the item, or a full credit for the returned item. The Contractor shall not assess any additional charges for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the Contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Contract, may be procured by the County on the open market, and any increase in cost may be charged against the Contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

**ESTIMATED QUANTITIES**

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. No guarantee is expressed or implied as to quantities or dollar value that will be used during the Contract period. The County is not obligated to place any order for a given amount subsequent to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

**PURCHASE OF OTHER ITEMS**

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood

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that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

### **SAFETY**

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

### **MATERIAL SAFETY DATA SHEET (MSDS)**

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

### **TOBACCO PRODUCTS**

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

### **CLEAN-UP**

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

### **PROTECTION OF PROPERTY**

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

### **CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES**

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a



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solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

### **TRUTH IN NEGOTIATION CERTIFICATE**

Any organization awarded a Contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting for each Contract that exceeds \$195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will be adjusted to exclude any significant sums by which the County determines the Contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract adjustments will be made within one (1) year following the end of the Contract.

### **COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS**

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

### **RESPONSIBILITY AS EMPLOYER**

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

### **MINIMUM WAGES**

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

### **PRICE REDETERMINATIONS**

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the [U.S. Bureau of Labor Statistics \(bls.gov\)](https://www.bls.gov). Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

### **INDEMNIFICATION**

To the extent provided by law, CONSULTANT shall indemnify, defend, and hold harmless County and the State of Florida, Department of Transportation (DEPARTMENT), including the DEPARTMENT's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the

rights granted to or exercised by CONSULTANT.

The foregoing indemnification shall not constitute a waiver of COUNTY's or DEPARTMENT's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify COUNTY for the negligent acts or omissions of COUNTY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify DEPARTMENT for the negligent acts or omissions of DEPARTMENT, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

#### **TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate the Contract upon thirty (30) days' written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Contract. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

#### **TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the Contract will be cancelled, and the Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

#### **TERMINATION FOR DEFAULT**

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

#### **FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other Contracts with such individual, corporation or entity with such Contractor held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

#### **RIGHT TO AUDIT**

The County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

If the Contractor provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor's description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any

## **EXHIBIT C – GENERAL TERMS AND CONDITIONS v.2.26.24**

nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Contractor.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

### **PROPRIETARY/CONFIDENTIAL INFORMATION**

Vendors are hereby notified that all information submitted as part of a Proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Vendor should not submit any information in response to a solicitation which the Vendor considers proprietary or confidential. The submission of any information to the County in connection with a solicitation will be deemed a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

### **PUBLIC RECORDS LAW**

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.**

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.
- B. 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 provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and

maintains public records upon completion or termination of the Contract, the Contractor 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 information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

### **COPYRIGHTS**

Any copyright derived from a Contract will belong to the author. The author and the Contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the Contractor in any deliverable or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

### **SOVEREIGN IMMUNITY**

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

### **COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

### **E-VERIFY**

Upon award of a Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

## **EXHIBIT C – GENERAL TERMS AND CONDITIONS v.2.26.24**

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors utilize the U.S. Department of Homeland Security’s E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by subcontractors during the term of the subcontract.

### **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)**

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the “SAMHSA regulations”), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

### **FORCE MAJEURE**

The parties will exercise every reasonable effort to meet respective obligations under the Contract, but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after it discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

### **NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time may be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor’s sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

### **CERTIFICATION REGARDING SCRUTINIZED COMPANIES**

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys’ fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties,

attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

**ANTI-TRAFFICKING RELATED ACTIVITIES**

Prohibition of Trafficking Related Activities FAR 52.222-50, Combating Trafficking in Persons, prohibits "trafficking-related activities." The prohibitions include, among others, denying an employee access to his/her own identification or immigration documents, engaging in fraudulent recruitment practices, and charging recruitment fees directly to employees. These prohibitions apply to contractors, subcontractors, as well as each of their employees and agents.

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

**NOTICES**

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, PO Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or [purchasing@lakecountyfl.gov](mailto:purchasing@lakecountyfl.gov).

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