1. **SCOPE OF WORK**
   1. Contractor(s) is qualified to furnish the Office of Public Safety **Schedule II-V** Controlled Substances for Lake County, Florida.
   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**
   1. Contractors are responsible for reading carefully and have complete understanding of all requirements and specifications of the items proposed.
   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.
   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.
   4. Price(s) proposed shall be per unit of measurement.
   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**
   1. Unless otherwise specified, the mention of a manufacturer’s brand name or number on the Attachment 2 Pricing FILLABLE Sheet 25-503 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.
   2. Equivalent and Deviation products will be considered.
      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.
         1. Any requests received after this period or, any product that is not in compliance with the specifications will not be considered.
         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.
      2. No substitute will be considered for products marked as “No Substitute”.
      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**
   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).
   2. A pedigree for each shipment for controlled substances shall be included with each order/packing slip.
   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.
      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.

1. **DELIVERY AND AVAILABILITY**
   1. Contractors must have a minimum of thirty (30) calendar days of products available to order before the commencement of the contract.
   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.
   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.
   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.
   5. Non-stock product(s) shall be made available for delivery, no later than ten (10) business days from receipt of order.
   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.
   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:
      1. The product(s) placed on backorder
      2. The reason for the backorder
      3. The expected timeline for receipt of the backorder
   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.

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