



**LAKE**  
**COUNTY, FL**  
REAL FLORIDA • REAL CLOSE  
**CONTRACT NO. 26-602A**  
For  
**Pharmaceuticals**

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 **Bound Tree Medical, LLC** (hereinafter "Contractor") to supply **Pharmaceuticals** to the County pursuant to County Bid number 26-602 with any included addenda (hereinafter "Bid"), with an opening date of 2/26/2026, and Contractor's Bid response dated 2/25/2026, 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 – Affidavit Form

Attachment 3 – Pricing Sheet

Addenda 1 & 2

Exhibit A – Scope of Work

Exhibit B – Insurance Requirements

Exhibit C – General Terms & Conditions v.5.6.21

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 7/1/2026 through 6/30/2027** 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

*Ronald A. Falanga*

By: Ronald A. Falanga

Procurement Services Director

Date: 6/9/2026

The undersigned hereby declares that Corey Case has reviewed and accepts all specifications, terms, and conditions outlined in this Solicitation and affirms compliance with all legal requirements necessary to conduct business with the County, and to provide **PHARMACEUTICALS** as specified. Submittals were advertised to be submitted by 3:00 P.M. Eastern time on the date indicated in the Solicitation or any subsequent addenda. Furthermore, the undersigned confirms they are duly authorized to execute this document, as well as any related contracts or transactions resulting from the 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. The Contract shall remain in effect until completion of both the expressed and implied warranty periods. The County reserves the right to negotiate for additional services or items of a similar nature that were not known or anticipated at the time of solicitation.

### 2.0 PAYMENT

Contractor shall email [billing.frlogistics@lakecountyfl.gov](mailto:billing.frlogistics@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices shall reference: Lake County BCC, 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.

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 via virtual credit card (eCard) payments rather than paper checks. Contractors are encouraged to adopt this electronic payment option. The eCard system is designed to expedite payables and improve efficiency compared to paper check payments. This procedure aligns with the County's responsibilities and objectives, reflecting a commitment to leveraging technology to deliver greater value to taxpayers.

Vendor requests more information about accepting eCard 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

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it or its subcontractors are not listed on the Scrutinized Companies that Boycott Israel and are 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 or its subcontractors are not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, are not listed on the Scrutinized Companies that Boycott Israel and are not participating in a boycott of Israel, and are 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 it or its subcontractors have 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.

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. Corey Case

**6.0 CERTIFICATION REGARDING BACKGROUND CHECKS**

Under any County Contract involving Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that all such personnel will have successfully completed an initial Certified Background Check, as well as subsequent annual checks, conducted by Contractor at no additional cost to County. The Vendor agrees to comply fully with all applicable Florida Statutes governing background investigations. The County reserves the right to request and review any related records, with or without cause, and to require the immediate replacement of any Contractor employee found to be in violation of these requirements. Furthermore, the Contractor shall indemnify and hold the County harmless from any liability arising from the actions of such personnel. Additional requirements may apply as specified within any particular contract award. YES

**7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The County does not set specific goals for minority set-asides; however, participation by both minority and non-minority qualified firms is strongly encouraged. If your firm is classified as a minority-owned business or holds certification from the State of Florida, Office of Supplier Diversity, (OSD) as a Certified Minority Business Enterprise (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Not applicable and enter effective date Not applicable to date Not applicable

**8.0 ANTITRUST VIOLATOR VENDOR LISTS**

A person or affiliated entity listed on the antitrust violator vendor list due to a conviction or civil liability for an antitrust violation is prohibited from submitting bids, proposals, or responses for any new contracts to provide goods or services to a public entity. This restriction also applies to new contracts involving the construction or repair of a public building or public works, new leases of real property to a public entity, and includes being awarded or performing work as a contractor, supplier, subcontractor, or consultant under any such new contract. Furthermore, such persons or affiliates are barred from transacting any 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: Bound Tree Medical, LLC.

Street Address: 5000 Bradenton Ave.

City: Dublin State and ZIP Code: OH 43017

Mailing Address (if different): Click or tap here to enter text.

Telephone: 800.533.0523

Purchase Order Email Address: ordersoh@boundtree.com

Federal Identification Number / TIN: 31-1739487

**12.0 SUBMITTAL SIGNATURE**

I hereby certify the information provided in this Submittal is true and accurate. I acknowledge that my electronic signature carries the same legal effect as a signature made under oath. I affirm that I am an authorized representative of the Vendor and have full authority to execute this Submittal on the Vendor's behalf. On behalf of myself and the Vendor, I acknowledge and agree to comply with all terms and conditions set forth in this Solicitation, including any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Corey Case*

Date: 2/25/2026

Print Name: Corey Case

Title: Chief Marketing Officer

Primary E-mail Address: Submitbids@boundtree.com

Secondary E-mail Address: Submitbids@boundtree.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]*



**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**) Corey Case, who, after being firstduly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (**Title**) Chief Marketing Officer of (**Business Name**) Bound Tree Medical, LLC. 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 Lavs:* 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 25th day of February, 2026.

BY:

  
Signature of Affiant

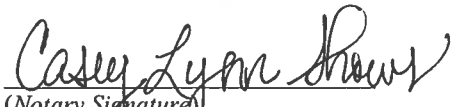
Corey Case  
Printed Name

STATE OF OH  
COUNTY OF Franklin

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 25th day of February, 2026, by Corey Case, who is  personally known to me or  has produced identification (type): \_\_\_\_\_.



Casey Lynn Shows  
Notary Public, State of Ohio  
My Commission Expires:  
December 4, 2030

  
(Notary Signature)

(SEAL)

## Attachment 3 - Pricing Sheet

26-602

Pharmaceuticals

Type Your Firm's Name:

BOUND TREE MEDICAL, LLC.

SAVE AND SUBMIT AS AN EXCEL FILE

ID	Description1	Description2	Size	Current Manufacturer	Current Ref. No.	Estimate Annual Quantity	U/M	Price per U/M	Price per Case	Part per Case	Vendor Part No.	Manufacturer	Mfg. Part No.	Comment
	HALOPERIDOL	5 mg/mL, 1mL Vial		HOSPIRA	0409-9094-22	2500	each	3.12	78	25	373474	FRESENIUS	437401 (25/PK)	Lowest Selling UOM = PK/25 Price = \$78
LCFR	ACTIDOSE AQUA ACTIVATED CHARCOAL SUSPENSION 50GM/240ML	Oral		PERRIGO PHARMACEUTICALS	574012108	5	each	23.57	282.84	12	902176	PADAGIS PHARMACEUTIC	0574-0521-76	Lowest Selling UOM = EA/1 Price = \$23.57
LCFR	PROTOPAM CHLORIDE (PRALIDOXIME) 20 ML VIAL	6 per box		Baxter Healthcare	1104931	2	box	644	644	6	372131	BAXTER HEALTHCARE	6097714101	Lowest Selling UOM = PK/6 Price = \$644
LCFR	TETRACAINE HCl 0.5% OPHTHALMIC SOLUTION	15 ML/BT		VALEANT PHARMACEUTICALS	68682092064	5	each	87.38	87.38	1	372121	AMERISOURCE BERGEN/CENCOR	10228674	Lowest Selling UOM = EA/1 Price = \$87.38
1-1000	ADENOSINE 6mg/2ml VIAL	10/BOX		AKORN	17478-542-02	832	each	\$ 4.03	\$ 40.30	10	0318-02	SAGENT PHARMACEUTICALS, INC.	0318-02	Lowest Selling UOM = BX/10 Price = \$40.3
1-1023	AMIODARONE 150mg/3ml	VIAL		WEST WARD	0143-9875-25	1,352	each	\$ 2.50	\$ 62.50	25	0616-03	FRESENIUS	63323-0616-03	Lowest Selling UOM = PK/25 Price = \$62.5
1-1001	ASA-CHEWABLE 81mg	36 BOTTLE	81MG	GERICARE	57896-911-36	428	bottle	\$ 0.76	\$ 0.76	36	911316	GERI-CARE	911-316	Lowest Selling UOM = BT/36 Price = \$0.76
1-1002	ATROPINE SULFATE 1mg	0.1MG/ML W/LUER ADAPTER & 20 GA NEEDLE		INT'L MEDICATION SYSTEM	76329-3339-1	520	each	\$ 9.89	\$ 98.90	10	0400-91	MEDEFIL, INC.	40091	Lowest Selling UOM = BX/10 Price = \$98.9
1-1406	CALCIUM CHLORIDE 1GM/10ML	LUER JET PREFILLED SYRINGE		PFIZER	0409-1631-10	348	each	\$ 10.26	\$ 102.60	10	0900-91	MEDEFIL, INC.	90091	Lowest Selling UOM = BX/10 Price = \$102.6
1-1122	DEXTROSE 5% 250ml BAG	INJECTION		BBRAUN	0264-7510-20	320	bag	\$ 3.05	\$ 73.20	24	G0900	B. BRAUN MEDICAL INC.	L5102	Lowest Selling UOM = EA/1 Price = \$3.05
1-1453	DEXTROSE 10% 250ML BAG	INJECTION		BBRAUN	L5202	1,040	bag	\$ 2.93	\$ 70.32	24	7520-20	B. BRAUN MEDICAL INC.	L5202	Lowest Selling UOM = EA/1 Price = \$2.93
1-1012	DEXTROSE 50% 50ml 0.5g/ml	INJECT W/LUER LOCK PREFILLED SYRINGE	25G PER 50ML	HOSPIRA	00409-7517-16	1,172	each	\$ 27.40	\$ 274.00	10	377515	PFIZER INC.	00409-7517-16	Lowest Selling UOM = BX/10 Price = \$274
1-1284	DILTIAZEM HYDROCHLORIDE INJ	25mg/5ml 5mg/ml VIAL		WEST WARD	00641-6013-10	260	each	\$ 3.87	\$ 38.70	10	319-05	CARDINAL HEALTH-PHARMA	5936869	Lowest Selling UOM = BX/10 Price = \$38.7
1-1003	DIPHENHYDRAMINE 50mg/ml	VIAL 25/BOX		WEST WARD	0641-0376-21	1,116	each	\$ 0.97	\$ 24.25	25	101-25	ARMAS PHARMACEUTICALS, INC.	72485-101-25	Lowest Selling UOM = BX/25 Price = \$24.25
1-1416	EPINEPHRINE 1:1,000 (AMBULE)	1MG/ML		GENERIC	54288-103-10	2,008	each	\$ 9.24	\$ 92.40	10	103-10	BPI LABS, LLC	54288-103-10	Lowest Selling UOM = PK/10 Price = \$92.4
1-1017	EPINEPHRINE 1:10,000	1MG (0.1MG/ML)W/MALE LUER LOCK ADAPTER & 20 GA NEEDLE		INT'L MEDICATION SYSTEM	76329-3316-1	3,037	each	\$ 15.91	\$ 159.10	10	373316	IMS LIMITED	7632933181	Lowest Selling UOM = PK/10 Price = \$159.1
1-1020	GLUCAGON 1mg	1mg reconstituted vial & 1ml sterile water		FRESENIUS KABI	63323-593-03	251	each	\$ 184.90	\$ 184.90	1	0582-82	FRESENIUS	63323-582-82	Lowest Selling UOM = EA/1 Price = \$184.9
1-1019	INSTANT GLUCOSE 15g- New P/N 664365	1.09OZ. (15G) MFG 664365		VALIANT PHARMACEUTICAL	9425402	792	each	\$ 3.86	\$ 11.58	3	466930	PADAGIS PHARMACEUTICALS (MINNESOTA DIVISION)	0574-0069-30	Lowest Selling UOM = PK/3 Price = \$11.58
1-1004	LACATATED RINGERS 500ml	BAG INJECTION USP 24/CASE		BBRAUN	0264-7750-10	522	bag	\$ 3.54	\$ 70.80	20	LR500	BECTON DICKINSON	1727171006	Lowest Selling UOM = EA/1 Price = \$3.54
1-1006	LIDOCAINE HCL INJ 2% 100MG/5ML (20mg/ml)	W/MALE LUER LOCK PREFILLED SYRINGE		HOSPIRA	0409-1323-05	343	each	\$ 9.17	\$ 91.70	10	0074490301	PFIZER INC.	00409-1323-05	Lowest Selling UOM = BX/10 Price = \$91.7

1-1024	MAGNESIUM SULFATE INJ	1gm/2ml 50%/0.5g/ml VIAL		FRESEBIUS KABI	63323-0064-03	1,014	each	\$ 3.20	\$ 80.00	25	064-03	FRESENIUS	064-03	Lowest Selling UOM = BX/25 Price = \$80
1-1027	NALOXONE HYDROCHLORIDE INJ	1mg/ml 2mg per 2ml W/LUER LOCK PREFILLED SYRINGE		INT'L MEDICATION SYSTEM	76329-3369-1	1,250	each	\$ 11.33	\$ 113.30	10	373369	IMS LIMITED	7632933691	Lowest Selling UOM = CS/10 Price = \$113.3
1-1376	NITROGLYCERIN SL .4MG TABS (BOTTLE)	100 PER BOTTLE		PFIZER	0071-0418-24	146	bottle	\$ 10.33	\$ 10.33	100	QTY0639-01	AMERISOURCE BERGEN/CENCO RA	10182833	Lowest Selling UOM = BT/100 Price = \$10.33
1-1039	ONDANSETRON 4mg/2ml VIAL			HOSPIRA	0409-4755-18	6,251	each	\$ 0.40	\$ 10.00	25	6130-05	CARDINAL HEALTH-PHARMA	5248596	Lowest Selling UOM = BX/25 Price = \$10
1-1407	ONDANSETRON ODT SUBLINGUAL	30 TABLETS PER BOX		AUROBINDO	65862-390-10	103	box	\$ 1.94	\$ 1.94	30	0390-10	CAPITAL WHOLESALE DRUG	996382	Lowest Selling UOM = BX/30 Price = \$1.94
1-1021	SODIUM BICARBONATE	(1mg/ml) 50ml 8.4% W/MALE LUER LOCK PREFILLED SYRINGE		HOSPIRA	0409-6637-34	650	each	\$ 24.12	\$ 241.20	10	371035	IMS LIMITED	7632933521	Lowest Selling UOM = PK/10 Price = \$241.2
1-1010	SODIUM CHLORIDE 0.9%	FLUSH INJECTION 10ml SYRINGE 100/BOX		NURSE ASSIT	1210-BP	50,531	each	\$ 0.30	\$ 120.00	400	1911-12102	NURSE ASSIST, INC	1210-BP	Lowest Selling UOM = EA/1 Price = \$0.3
1-1051	SODIUM CHLORIDE 0.9% 1000ml	BOTTLE IRRIGATION		BBRAUN	002644220100	420	bottle	\$ 3.55	\$ 42.60	12	607124	BAXTER HEALTHCARE-DMG	2F7124	Lowest Selling UOM = EA/1 Price = \$3.55
1-1050	SODIUM CHLORIDE 0.9% 50ml	INJECTION BAG (INDIVIDUAL STERILE BAGS)	50ML	BBRAUN	0264-1800-31	630	bag	\$ 2.58	\$ 77.40	30	NACL50	BECTON DICKINSON	1727170102	Lowest Selling UOM = EA/1 Price = \$2.58
1-2123	SODIUM CHLORIDE 0.9% 250ml	INJECTION BAG (INDIVIDUAL STERILE BAGS)	250ML	BAXTER	0338-0049-02	349	bag	\$ 2.80	\$ 84.00	30	NACL250	BECTON DICKINSON	1727170105	Lowest Selling UOM = EA/1 Price = \$2.8
1-2121	SODIUM CHLORIDE 0.9% 500ml	INJECTION BAG (INDIVIDUAL STERILE BAGS)		BAXTER	0338-0049-03	16,500	bag	\$ 2.80	\$ 56.00	20	NACL500	BECTON DICKINSON	1727170106	Lowest Selling UOM = EA/1 Price = \$2.8
1-2122	SODIUM CHLORIDE 0.9% 1000ml	INJECTION BAG (INDIVIDUAL STERILE BAGS)		BAXTER	0338-0049-04	2,000	bag	\$ 2.90	\$ 29.00	10	NACL1000	BECTON DICKINSON	1727170107	Lowest Selling UOM = EA/1 Price = \$2.9
1-1405	SOLU-MEDROL 125MG/2ML	ACT-O-VIAL		PFIZER	00009-0047-22	1,851	each	\$ 10.36	\$ 259.00	25	0409-0047-22	PFIZER INC.	00009-0047-22	Lowest Selling UOM = BX/25 Price =

**NO SUBSTITUTES WILL BE ACCEPTED FOR ANY OF THE ITEMS LISTED BELOW THIS LINE**

ID	Description1	Description2	Size	Current Manufacturer	Current Ref. No.	Estimate Annual Quantity	U/M	Price per U/M	Price per Case	Part per Case	Vendor Part No.	Manufacturer	Mfg. Part No.	Comment
1-1031	ALBUTEROL SULFATE 2.5MG (No Substitution)	IN 3ml AMPULE		NEPHRON	0487-9501-25	3,703	each	\$ 0.24	\$ 6.00	25	0200-25	AMERISOURCE BERGEN/CENCO RA	10106715	Lowest Selling UOM = BX/25 Price = \$6
1-1286	IPRATROPIUM BROMIDE 0.02% (No Substitution)	0.5mg VIAL 30/BOX		NEPHRON	0487-9801-01	3,664	each	\$ 0.33	\$ 9.90	30	379801	NEPHRON PHARMACEUTICALS CORPORATION	0487-9801-01	Lowest Selling UOM = BX/30 Price = \$9.9
1-1288	LABETALOL HYDROCHLORIDE INJ USP (No Substitution)	CARPUJECT W/LUER LOCK	20mg/4ml (5mg/ml)	HOSPIRA	0409-2339-34	400	each	\$ 19.70	\$ 197.00	10	372339	PFIZER INC.	00409-2339-34	Lowest Selling UOM = BX/10 Price =
LCFR	CALGONATE GEL 2.5% 25G TUBE (No Substitution)			CALGONATE CORP	55101	5	each	\$ 40.37	\$ 40.37	1	06306	CALGONATE CORP	06306	Lowest Selling UOM = EA/1 Price =
	LEVOPHED (NOREPINEPHRINE) 4MG (No Substitution)	Single Dose Vial		New Item -MFR. Breckinridge		260	each	\$ 3.48	\$ 34.80	10	0983-17	CARDINAL HEALTH-	5740626	Lowest Selling UOM = BX/10 Price =
	PROCAINAMIDE HYDROCHLORIDE INJECTION, 100 mg / mL, 5 x 10 mL (No Substitution)	Prefilled Syringe		New Item -MFR Unknown - not purchased		5	each	\$ 67.80	\$ 339.00	5	3399-5	IMS LIMITED	7632933995	Lowest Selling UOM = BX/5 Price = \$339
	TRANEXAMIC ACID, 1G/10ML (No Substitution)	Single Dose Vial		New Item -MFR. Eugia		100	each	\$ 4.48	\$ 44.80	10	6169-01	CARDINAL HEALTH-	5664271	Lowest Selling UOM = BX/10 Price =
1-1450	NARCAN NASAL SPRAY 4MG (No Substitution)			ADAPT PHARMA	69547-353-052	450	each	\$ 18.50	\$ 37.00	2	0578-84	PADAGIS PHARMACEUTIC	45802-578-84	Same product Lake Co. is currently

Contractor to furnish all shipping, handling, 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.

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor shall be responsible for payment of taxes on all materials purchases by the Contractor for the project.

Responses received shall 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.

All pricing provided shall be inclusive of all shipping and handling costs. Contractor(s) shall not charge a fuel surcharge, and all freight shall be prepaid. Any additional fees shall be borne of the contractor.

Price(s) proposed shall be per unit of measurement noted.

Due to the fluidity of the market, it is understood that contractors cannot lock in product pricing. The product manufacturer determines and established the proudet price. As such, the County may request quotes for current pricing prior to orders being placed.

This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a dollar amount to be expended on any contract(s) resulting from this solicitation.

The following information is required for price redetermination consideration.	
Enter type of fuel used: <b>Diesel or Gasoline</b>	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0.00%
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0.00%
Must equal 100%	0.00%



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

**SOLICITATION:** Pharmaceuticals

02/12/2026

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

**QUESTIONS/RESPONSES**

- Q1. Are we allowed to change pricing during the year if we have a manufacturer price increase? Pharmaceuticals are a very volatile market and can change daily, and the manufacturer determines the pricing.
- R. See bottom of pricing sheet. Due to the fluidity of the market, it is understood that vendors cannot lock in product pricing. The product manufacturer determines and establishes the product price. As such, vendors may increase pricing at any time under contract, in proportion to any manufacturer's price increase. Price redetermination requests must clearly substantiate the requested increase. The County will quote out requests for current pricing.
- Q2. Is Docusign an acceptable form of signature?
- R. Yes, a digital signature provided on a hard copy is acceptable.
- Q3. If there are terms and conditions we cannot agree to, can we submit these without submission.
- R. Changes to the General Terms and Conditions will not be considered.
- Q4. Do we have to bid on all items to be considered?
- R. See bid document's Method of Award. The County reserves the right to make awards on the basis of lowest price by individual item, group of items, all items collectively, or a combination thereof; award to one or more vendors; reject any or all offers; waive any irregularities or technicalities in submitted responses.
- Q5. Are we required to list Lake County as additionally insured?
- R. Yes. See Exhibit B, Insurance Requirements. The County must be listed as additionally insured. Also, a waiver of subrogation in favor of the County is a requirement.
- Q6. If a third party is delivering, is auto and worker's comp insurance required?
- R. No. See Exhibit B, Insurance Requirements. Auto and Worker's Compensation is not listed as a requirement.
- Q7. Line # 1-1450 list NDC 69547-353-052 with NO SUB but this NDC# is being discontinued and replaced by 69547-627-02. Will this be accepted on the bid?

R. Yes, it is the same item only the NDC# is changing. Currently we have NDC 45802-578-84 (dosage is the same), the manufacturer is Padagis.

Q8. Line 1 uses an item number 0409-9094-22 which seems to be an NDC # for Fentanyl not Haloperidol. Can you please clarify the information for this line?

R. The number that we have for this is: NDC 67457-426-12. The current manufacturer is Mylan.

Q9. Line 15 - Will vials be acceptable packaging for this product instead of ampules?

R. No.

Q 10. Since PPI is a market-wide average with undoubtably items experiencing much higher and lower price changes than that average, can Lake County consider price redetermination higher and/or lower than PPI on an individual item basis?

R. See Question 1 response.

Q11. During price redetermination will the county allow removal of items from the contract if the resulting price redetermination cannot be honored by the bidder?

R. It will not be removed. The County will consider line item pricing prior to each order.

Q12. If a significant price change occurs, will the county allow price redetermination outside of "within 30 calendar days of the anniversary date of the Contract"?

S. See Question 1 response.

Q13. Are the quantities listed based on recent actual annual usage history?

R. Yes.

Q14. Was the prior award of this contract to multiple vendors?

R. Yes. Award of contract(s) under this solicitation will be made to the lowest responsive and responsible vendor(s) on the basis of lowest price by individual item, group of items, all items collectively, or a combination thereof; award to one or more vendors; reject any and all offers; waive any minor irregularities or technicalities in submitted response.

---

**ACKNOWLEDGEMENT**

Firm Name: Bound Tree Medical, LLC.

I hereby certify that my electronic signature has 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.

Signature of Legal Representative Submitting this Bid: *Corey Case*

Date: 2/25/2026

Print Name: Corey Case

Title: Chief Marketing Officer

Primary E-mail Address: submitbids@boundtree.com

Secondary E-mail Address: submitbids@boundtree.com



REAL FLORIDA • REAL CLOSE  
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

**SOLICITATION:** Pharmaceuticals

02/23/2026

Vendors are responsible for the receiving and acknowledging all solicitation addenda. An electronically signed copy of each addendum must be submitted along with the solicitation response. Failure to acknowledge any addendum may result in the submission being disqualified from award consideration.

THIS ADDENDUM DOES NOT ALTER THE PROPOSAL SUBMISSION DEADLINE.

### QUESTIONS/RESPONSES

- Q15. On the bottom of the pricing sheet it states, “The following information is required for price redetermination consideration”. It seems like a carryover from a different type of bid rather than something relevant for medical supplies purchasing
- A. It is acceptable for vendors to leave this area blank when submitting a bid.
- Q16. The tranexamic acid listed in the no substitution section has the manufacturer listed as Eugia with no NDC# listed. Will tranexamic acid injection 100mg/mL SDV 10mL/package #25021041510 be an acceptable alternative?
- A. Yes, as long as it is the same dosage.

---

### ACKNOWLEDGEMENT

Firm Name: Bound Tree Medical, LLC.

I hereby certify that my electronic signature has 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.

Signature of Legal Representative Submitting this Bid: *Corey Case*

Date: 2/25/2026

Print Name: Corey Case

Title: Chief Marketing Officer

Primary E-mail Address: submitbids@boundtree.com

Secondary E-mail Address: submitbids@boundtree.com

**PHARMACEUTICALS****1. SCOPE OF WORK**

- 1.1. Contractor(s) is qualified to furnish the Office of Public Safety Pharmaceuticals for Lake County, Florida.
- 1.2. The Office of Public Safety Pharmaceuticals are utilized by the Lake County's Fire Rescue Emergency Medical Service (EMS), Lake County Office of Fire Rescue, and municipal Fire Departments.

**2. BRAND NAME OR EQUAL/DEVIATIONS**

- 2.1. Unless otherwise specified, the mention of a manufacturer's brand name or number on the pricing form does not imply that this is the only brand that will be considered for purchase. The reference is intended solely to designate the type or quality of good that will be acceptable.
- 2.2. Equivalent and Deviation products will be considered.
  - 2.2.1. Contractor(s) shall submit the request with descriptive literature and specifications for review during the Question-and-Answer period as notated in Solicitation 26-602, Section 6.
    - 2.2.1.1. Any requests received after this period or any product that is not in compliance with the specifications shall not be considered.
    - 2.2.1.2. Samples and additional information may be requested to assist in the evaluation process. Concentrations of medication should be kept "like" in alternative recommendations.
- 2.3. No substitute shall be considered for products marked as "No Substitute".
- 2.4. 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.

**3. DRUG PEDIGREES**

- 3.1. Contractor(s) shall be compliant with Florida Statue 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).
  - 3.1.1. A pedigree for each shipment of pharmaceuticals shall be included with each order/packing slip.
- 3.2. Contractor(s) 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.
  - 3.2.1. Proposals received without a license may not be accepted.

**4. EXPIRATION DATES**

- 4.1. All products ordered shall 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(s) received with shorter dates, that do not have prior approval shall not be accepted and will be returned at the Contractor's expense.

## PHARMACEUTICALS

**5. DELIVERY REQUIREMENTS AND ACCEPTANCE**

- 5.1. Contractors shall have a minimum of thirty (30) calendar days of supplies available to order, before the commencement date of the contract.
- 5.2. 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.
- 5.3. No minimum orders shall be required, either in quantity or cost. Contractor(s) shall not charge any shipping or freight cost for any minimum orders.
- 5.4. If an order is placed for a product that is out of stock and a substitution is available, this shall be communicated to the Department and approved by the County prior to delivery. Any substituted product received that does not have the County's prior approval, shall not be accepted and will be returned at the Contractor's expense.
- 5.5. Non-stock product(s) shall be available for delivery, no later than ten (10) business days from receipt of order.
- 5.6. Any items received by the County in error, wrong product proposed, equivalent products not approved by the Department, or if the equivalent product is deemed not of equal quality by the Department, the Contractor shall be required to provide a Return Merchandise Authorization (RMA) label at no charge to the County.
- 5.7. Contractor(s) shall provide a written twenty-four (24) hours of any products covered by this contract, that the Contractor has placed on backorder. Contractor's backorder modification shall include:
  - 5.7.1. The product(s) placed on backorder
  - 5.7.2. The reason for the backorder
  - 5.7.3. The expected timeline for receipt of the backorder
- 5.8. Deliveries are to be performed during the hours of 8:00 a.m. to 3:00 p.m. (EST), Monday through Friday. Contractor shall notify freight companies of the delivery hours.

*[End of Exhibit A – Scope of Work.]*

**1. INSURANCE COVERAGE**

1.1. 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.

1.2. 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 (5) working days of such request.

1.3. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

1.3.1. Commercial 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

**2. ADDITIONAL INSURED / CERTIFICATE REQUIREMENTS**

2.1. 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 on all applicable policies. Certificates of insurance must identify the solicitation number in the Description of Operations section on the Certificate.

2.2. 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

**3. POLICY PROVISIONS**

Certificates of Insurance must evidence the following:

- 3.1. A waiver of subrogation in favor of the COUNTY.
- 3.2. Coverage that is primary and noncontributory to any insurance or self-insurance maintained by the COUNTY.
- 3.3. Inclusion of a Cross Liability or Severability of Interests provision.
- 3.4. No requirement for the COUNTY to pay any premiums or assessments.

**4. POLICY ENDORSEMENTS**

- 4.1. CONTRACTOR must provide copies of all policy endorsements reflecting the required coverage, including documentation that lists Lake County as an additional insured and incorporates all required provisions including Waiver of Subrogation.
- 4.2. Contracts cannot be completed without this required insurance documentation. A Certificate of Insurance (COI) alone will not be accepted in lieu of the policy endorsements.

**5. RENEWAL AND CONTINUOUS COVERAGE**

- 5.1. CONTRACTOR shall maintain all required insurance coverage continuously throughout the term of the Contract, including any extensions or renewals.
- 5.2. Updated Certificates of Insurance, along with all relevant policy endorsements, must be submitted to the COUNTY no later than ten (10) calendar days before the expiration of any current insurance policy.
- 5.3. Failure to maintain continuous coverage may be considered a material breach of this Contract and grounds for immediate suspension or termination.

**6. NOTICE OF CANCELLATION, NON-RENEWAL, OR MATERIAL CHANGE**

- 6.1. CONTRACTOR or its insurer shall provide written notice to the COUNTY of cancellation, non-renewal, material restriction, or material change to any required insurance policy at least thirty (30) calendar days prior to the effective date of such action.
- 6.2. Notices shall be sent to the COUNTY's Project Manager and Procurement Services Director.
- 6.3. In the event of cancellation or non-renewal, CONTRACTOR shall immediately procure replacement coverage meeting or exceeding all required limits and conditions.

**7. ADDITIONAL DOCUMENTATION REQUIREMENTS**

- 7.1. Upon request by the COUNTY, CONTRACTOR shall provide complete copies of any insurance policies, endorsements, or other documentation necessary to verify compliance with the insurance requirements of this Contract.
- 7.2. CONTRACTOR shall fully cooperate with the COUNTY by providing prompt and comprehensive responses to all documentation requests.
- 7.3. Failure to provide the requested documentation may be considered as a material breach of the Contract.
- 7.4. CONTRACTOR shall be responsible for the actions and insurance coverage of all subcontractors. Each subcontractor shall provide the COUNTY with Certificates of Insurance demonstrating coverage and terms that meet the requirements established by the CONTRACTOR.

*[End of Exhibit B.]*

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## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

### 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 proposal 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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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.

## LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

### **CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or immediate family member seeking to contract with the County shall seek a 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. More information is available on [Section 2-222 Local Vendor Preference](#).~~
- 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 [Lake County Protest Procedures](#).

### **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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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 the 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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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 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.

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

### **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 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.

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

### **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 [Bureau of Labor Statistics site here](#). 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 permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

### **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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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 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**

**LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

**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

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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.

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.

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

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**

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;

## **LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS**

- 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, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to [purchasing@lakecountyfl.gov](mailto:purchasing@lakecountyfl.gov).

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