

SOLICITATION FOR CONTINUING SERVICES CS #18-824 PHARMACEUTICALS FOR FIRE RESCUE

INTRODUCTION

Polk County, a political subdivision of the State of Florida, seeks the submittal of information from vendors interested in providing pharmaceuticals for Polk County Fire Rescue. Award will be made to all responding vendors meeting specifications. The services requested will be required as requested by Fire Rescue warehouse employees. Vendors must submit their certificate of insurance, Affidavit Certification Immigration Laws, and submittal sheet. Failure to submit the required documents listed above shall subject the submittal to rejection.

SCOPE OF WORK

By submitting a Submittal, Vendor is acknowledging that they agree to the Terms and Conditions of this Continuing Service. Vendor will provide "as needed" pharmaceutical supplies for Polk County. Vendor shall provide Polk County a minimum 20% discount off the retail/catalog price or sale price whichever is less, on purchases made by Polk County employees on behalf of the County. Invoices must be detailed and include the 20% off as a separate item to ensure the discount has been applied. This discount does not apply to personal purchases. Vendors will be held accountable for their adherence to the established percent discount or sale price, as applicable, or be subject to removal from the Awarded Vendor List, as defined below.

TERM

This is an on-going need and will be reviewed at least annually. After receipt and verification of required information, vendors will be added to the "Awarded Vendor List."

Any Additions, Deletions, or Revisions to this Solicitation for Continuing Service will be issued in the form of an Amendment by the Procurement Division and will be posted on the County's website. All Awarded vendors will be notified via email and will be required to acknowledge the Amendment and their consent thereto. Any Awarded Vendor that does not return a signed Acknowledgement within five (5) business days will be removed from the Awarded Vendor List.

SUBMITTAL OF RESPONSES

Interested parties are invited to submit their responses to the Procurement Division. The requested information may be submitted via email to procurement@polk-county.net; via fax to (863) 534-6789; mailed or hand delivered to:

**Polk County Procurement Division
330 West Church St., Room 150
Bartow, Florida 33830
(863) 534-6789
Attn: Mary W. Combee**

SUBMITTALS

Submittals must include the following:

- Submittal Sheet
- Insurance Certificate
- Copy of Business Tax Receipt
- Affidavit Certification Immigration Laws
- Exhibit "A", Certifications Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters
- Exhibit "B", Appendix A, 44 C.F.R. Part 18- Certification Regarding Lobbying

Vendor acknowledges and agrees that its response and submittal to this Solicitation for Continuing Services constitutes its acceptance of all terms and conditions contained herein, the General Terms and Conditions, the Specifications and the Supplemental Conditions- Federal Clauses, and by submitting a response, Vendor consents and agrees to be fully bound by the same.

SPECIFICATIONS

1. The County will hold vendors accountable for all aspects of this program including but not limited to quality of materials and commitments.
2. Vendor acknowledges that County employees must provide a copy of the current published price (catalog, sales ad, screen shot of web page, etc.) along with their receipt showing the actual charge and 20% or more discount was received. Accordingly, Vendor must provide an itemized receipt with a detailed description of each item purchased, which includes the regular retail price, along with the sale or discounted price actually charged.
3. All Prices shall include delivery and transportation charges, F.O.B. Polk County Fire Rescue Warehouse, 2472 Clower Lane, Bartow, Florida 33830.
4. Vendors must be able to offer a variety of pharmaceuticals. Vendor must supply Fire Rescue Department Coordinator with a full catalog and update as new catalog lines are issued.

SUBMITTAL SHEET

CS 18-824, Pharmaceuticals for Fire Rescue

I Agree to the Terms and Conditions Yes No

Certificate of Insurance Yes No

Affidavit Certification Immigration Laws Yes No

Vendor must submit certificate of insurance and Affidavit Certification Immigration Laws form with submittal sheet.

I am authorized to sign this submittal for the vendor. In submitting a submittal to the County, the vendor offers and agrees that if the submittal is accepted, the vendor will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the vendor.

VENDOR NAME: _____

CONTACT NAME: _____

TITLE: _____

VENDOR ADDRESS: _____

PHONE NUMBER: _____

SIGNATURE: _____

EMAIL: _____

GENERAL TERMS AND CONDITIONS

1. INSURANCE REQUIREMENTS

Vendor(s) shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, P.O. Box 9005, Drawer AS05, Bartow, Florida 33831.

Workers' Compensation Insurance required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry).

Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Completed Operations: \$1,000,000, Broad Form CG&L \$1,000,000.

Comprehensive Automobile Liability Insurance \$1,000,000.; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles.

The policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued. Any questions regarding insurance requirements may be directed to Ken Brush, Polk County Procurement Division, at (863) 534-6727 or kenbrush@polk-county.net.

The Certificate Holder must be stated as:

**Polk County a political subdivision of the State of Florida
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831**

The County must be named as additional insured in regards to General and Automobile Liability.

The wording required in the description field is:

"Polk County, a political subdivision of the State of Florida, is named as an additional insured with respect to General and Automobile liability arising from all work

performed for Polk County. The policies shall contain a waiver of subrogation in favor of Polk County for Workers Compensation and General Liability.”

2. ACCEPTANCE. The Seller shall be bound by all purchases made pursuant to this Solicitation for Continuing Services and its terms and conditions when it delivers the goods ordered or render the services ordered by the County.
3. TITLE. The risk of loss of goods covered by all purchases made pursuant to this Solicitation for Continuing Services shall remain with the Seller until the goods have been delivered to a designated site and actually received by the County. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller.
4. DOCUMENTS. All plans, specifications, drawings and data which have been made available to Seller in connection with all purchases made pursuant to this Solicitation for Continuing Services, or which relate to work or materials to be furnished there under, are hereby incorporated and made a part thereof.
5. CHANGES. The County may unilaterally and at any time or from time to time order additions, deletions, or revisions in the services/goods. These changes will be authorized by a Change Order. Additional services performed by the Seller without authorization of a written Change Order will not entitle the Seller to an increase in all purchases made pursuant to this Solicitation for Continuing Services price or an extension of all purchases made pursuant to this Solicitation for Continuing Services time.
6. INSPECTION. The goods and services purchased there under are subject to the inspection and approval of the County. The County reserves the right to reject goods and services which do not conform to provisions of all purchases made pursuant to this Solicitation for Continuing Services.
7. DEFAULT. If the goods and services fail to pass inspection or approval, or if the Seller fails to perform the services at the time specified therein, or fails to perform any other provisions of all purchases made pursuant to this Solicitation for Continuing Services and does not correct such failure within a period of ten (10) days after receipt of written notice from the County, then the County may cancel the whole or any part of the goods or services ordered without liability to the County. In the event of such a default, the County may purchase such goods and services elsewhere and deduct the cost from any money due or becoming due to Seller. This shall not limit the County’s right to such other remedies as may be available by law.
8. WARRANTY. Seller warrants that the goods and services covered by all purchases made pursuant to this Solicitation for Continuing Services will comply with the plans, specifications, drawings and descriptions furnished or specified by the County; that the goods and services will be of good material and workmanship and free from defects. This warranty shall survive acceptance of any goods or services.
9. INSURANCE. The Seller shall maintain the insurance required by the County, which includes: workers’ compensation, property liability and automobile liability. If

Seller fails to do so, the County may procure such insurance and charge the cost thereof to the Seller.

10. The firm shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, (by counsel reasonably acceptable to County) indemnify and hold harmless the County, their agents, elected officials and employees from and against, including, but not limited to, all claims, actions, liabilities, losses, expenses (including attorney's fees) and costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the consultant, any subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by the firm in the performance of the work; or liens, claims or actions made by the firm or any subcontractor or other party performing the work.
11. STATEMENT OF ASSURANCE. During the performance of the work specified in all purchases made pursuant to this Solicitation for Continuing Services, the Seller assures the County that said Seller is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Human Rights Act of 1992, in that the Seller does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status discriminate in any manor against said Seller's employees or applicants for employment. The Seller understands and agrees that all purchases made pursuant to this Solicitation for Continuing Services is conditioned upon the veracity of the Statement of Assurance. Furthermore, the Seller assures the County that said Seller will comply with Title IV of the Civil Rights Act of 1964 when Federal grant(s) is/are involved. Other applicable Federal and State Laws, Executive Orders and regulations prohibiting discrimination, as hereinabove referenced, are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.
12. APPLICABLE LAW. All purchases made pursuant to this Solicitation for Continuing Services shall be governed by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the U.S. District Court for the Middle District of Florida, located in Hillsborough County, Florida.
13. INVOICING & PAYMENT. Seller shall submit a properly certified invoice to the County at the prices stated on all purchases made pursuant to this Solicitation for Continuing Services. **An original invoice shall be submitted to the appropriate User Division.** The Seller shall include all purchases made pursuant to this Solicitation for Continuing Services number and if applicable, the bid number on all invoices. The Seller's Project Manager or any authorized officer shall, by affidavit, attest to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee.

The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Sellers performance of the Service or the County's acceptance of work.

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. Neither the Vendor, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. Polk County, a political subdivision of the State of Florida, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the vendor or subcontractor under any such contract or any other Federal contract with the same prime vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime vendor, such sums as may be determined to be necessary to satisfy any liabilities of such vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

2. Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Vendor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida

Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Vendor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

3. Debarment and Suspension. (Exhibit “A”)

(1) All purchases made pursuant to this Solicitation for Continuing Services are a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Vendor is required to verify that none of the Vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Management and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or purchase order that may arise from this offer. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Vendors who apply or bid for an award of \$100,000 or more shall file the required certification (attached hereto as Exhibit “B”). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any

lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5. Procurement of Recovered Materials.

(1) In the performance of any purchase made pursuant to this Solicitation for Continuing Services, the Vendor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

6. Access to Records. The following access to records requirements apply to this Purchase Order:

(1) The Vendor agrees to provide the Florida Division of Emergency Management, Polk County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under all purchases made pursuant to this Solicitation for Continuing Services.”

7. DHS Seal, Logo, and Flags. The Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

8. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all purchases made pursuant to this Solicitation for Continuing Services only. The Vendor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. No Obligation by Federal Government. The Federal Government is not a party to the purchase transaction between Vendor and Polk County and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Purchase Order.

10. Program Fraud and False or Fraudulent Statements or Related Acts.

The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Purchase Order.

EXHIBIT "A"

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

For all awards, subawards, and all purchases made pursuant to this Solicitation for Continuing Services with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

EXHIBIT "B"

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for All purchases made pursuant to this Solicitation for Continuing Services, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ certifies, to the best of his or her knowledge, that:
(Vendor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and all purchases made pursuant to this Solicitation for Continuing Services under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

