

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

REQUEST FOR BIDS

BID NO. 18/19-28, EMS MEDICAL SUPPLIES

DUE DATE: Monday, June 10, 2019- 4:00 pm

OPEN DATE: Tuesday, June 11, 2019 -1:00 pm



Issued By:

**Clay County Board of County Commissioners
Purchasing Department**

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Attachments:

Price Sheets

W-9 Form

REQUEST FOR BID NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, June 10, 2019, at the Clay County Administration Building, fourth floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

Bid No. 18/19-28, EMS MEDICAL SUPPLIES

Bids will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, June 11, 2019 in the Clay County Administration Building, Conference Room “B”, fourth floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Bids will be read aloud and preserved in the custody of the Purchasing Department for later examination for conformance to specifications and tabulated. The Finance and Audit Committee of the Board will present its recommendation to the Board of County Commissioners as soon thereafter as possible.

Bids will not be valid unless received by the proposal deadline and in a sealed envelope marked: **“Bid No. 18/19-28, EMS MEDICAL SUPPLIES”** to be received until 4:00 P.M., Monday, June 10, 2019. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Department, Donna Fish by email purchasing@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids> THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

-----END OF NOTICE-----

BID ADVERTISEMENTS SCHEDULE

Bid No. 18/19-28, EMS MEDICAL SUPPLIES

(CLAY TODAY) For publication on: May 16, 2019

(CLAY COUNTY WEBSITE) For: May 16, 2019

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish



Lorin L. Mock
Acting County Manager

REQUEST FOR BID INSTRUCTIONS

Bid No. 18/19-28, EMS MEDICAL SUPPLIES

1. **Delivery and Receipt of Bids:** All sealed Bids submitted shall be received by the Purchasing Department of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:
Clay County Administrative Building
Fourth Floor, Reception Area
477 Houston Street, Green Cove Springs, Florida 32043

Three copies of the bid must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words "**Bid No. 18/19-28, EMS MEDICAL SUPPLIES**" shall be clearly marked on the front and back of the envelope containing the Bid.

2. **Due Date and Opening Date:** Bids will be received by carrier or in person until Monday, June 10, 2019 at 4:00 p.m. and will be opened on Tuesday, June 11, 2019 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room "B", Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.

- A. All Bids will be "clocked" at the time they are received to indicate the time and date of receipt.
- B. Bids received by mail WILL NOT be accepted if they are received after the time and date specified regardless of the circumstances.
- C. No postal mail will be accepted.

3. **Withdrawal of Bid:** Bids may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Bids has expired. Negligence on the part of the Bidder in preparing a Bid is not grounds for withdrawal or modification of a Bid after such Bid has been opened by the County. Bidders may not withdraw or modify a Bid after the appointed Bid Opening, and Bids will be in force for a minimum of thirty (30) days after the Bid Opening. Bidders may not assign or otherwise transfer their Bids.

4. **Inquiries/Questions:** Any questions regarding this Bid must be directed to **Donna Fish** (the authorized contact person) via email at purchasing@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **June 3, 2019**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager

or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.

6. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Award:** The Bid will be awarded to the responsible Bidder submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered.
8. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
9. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
10. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
11. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
12. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County

in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

13. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Department a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8 (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing Policy may be viewed at the County's website by following the appropriate links from the Homepage.
14. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Proposal or Reply - Bidder attests that they have not been placed on the Convicted Vendor List".
15. **Debarment:** By submitting a Bid, Proposal or Reply, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
16. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.
17. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

18. **Public Records – Proprietary/Confidential Information:** In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that proposals are public record. Proposers should identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.
19. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.
20. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

21. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Department with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/

property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
c. Workers Compensation/Employers Liability	
1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000
d. Professional Liability when required by Contract-per occurrence	\$ 1,000,000

The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming “Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insured.” Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000⁰⁰ or less. Prior to commencement of a project exceeding \$200,000⁰⁰, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County’s Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
23. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
24. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Department of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Department of Corporations at (850)

245-6000. Online-filing is available at: <http://dos.myflorida.com/sunbiz>

25. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.
- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

26. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or

moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

27. **Subcontractors:** The County reserves the right to approve all subcontractors for this Contract. If subcontractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.
28. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Department. To be given consideration, such requests must be received no later than **June 3, 2019.** Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waivable deviation at the County's sole discretion.
29. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.
30. **Use of Contract by other Government Agencies:** At the option of the Vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivision, counties, and cities.

Each governmental agency allowed by the Vendor/Contractor to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.
31. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.

32. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

Bid #18/19-28, EMS MEDICAL SUPPLIES

(As provided by Public Safety)

SCOPE OF SERVICES

1. If a manufacturer or specific type of product is listed with the item information, that is the required manufacturer or type that shall be provided by the bidder.
2. It is the intent of Clay County to move to an RFID inventory system. We are requesting for those that are capable of pre-tagging our products to please add the cost of this service to each product. The quantities for tagged items is listed on the bid price sheet.
3. When items are pre-tagged a spread sheet with the listed minimum information should be provided with each order. Item name and strength of medication, manufacturer, lot number, and expiration date. This can be emailed to the EMS Supply Officer.
4. We are very specific about many of our products. If your company is not able to provide the exact product, please do not bid on the item. Some “vendor specific” products may also be bid, as specified on the bid price sheet. Please read the descriptions carefully. Samples of vendor-brand products should be provided in a sealed box (separate from bid submission documents), if said products are included on bid submission. The County retains the right to reject any products (brand or manufacturer-specific), which do not perform to our standards.
5. All areas of the bid price sheet must be complete, typed or electronically completed, and legible. No hand-written bid price sheets will be considered. If not listed, all part numbers and manufacturers for your item must be provided. Two (2) thumb drives of the bid price sheets in the current Excel format attached must be sent in with your bid submittal, as well as three hard copies of the bid price sheets. Bidders cannot modify document or make changes to bid price sheets other than listing price, part number or manufacturer, as requested.
6. We request that a current company catalog be returned with your bid.
7. There **shall be no hidden charges** such as additional shipping, freight or handling fees, minimum order amounts, etc.
8. The Unit of Measure should be written as “each,” ”box,” “package,” or “case.” However, the bid price sheets should clearly define price “by each”. Products commonly packaged in multiples (such as band aids), should clearly identify the price of each individual band aid. If a product is commonly shipped by the case of 50 units, the bid form should identify the price of each individual unit, not the case price, to allow for comparison. However, when possible, bidders should identify the “commonly recognized units of packaging”, to allow for complete case purchases, when possible.
9. Orders must be received within 72 hours of placement.

10. Any backorder item shall be fulfilled within 14 calendar days from the date of the backorder; otherwise the backordered items will be canceled and procured from other sources. The vendor shall notify the County with the initial order if an item is being backordered.
11. Accompanying bid price sheets have been color-coded to correspond with the various “groups” of products, (i.e. Airway, Trauma, etc.). **The County reserves the right to award by groupings and/or individual items, pre-tagged or non-tagged items whichever is in the best interest of the County by reviewing the unit of measure cost. The County reserves the right to award to multiple bidders.**
12. Large orders or heavy bulk items such as cases of I.V. fluids shall be shipped on pallets and delivered by carriers equipped with a lift gate.
13. The bid shall remain in effect for two (2) years from the date of award by the Board, with the County reserving the right and option to extend the bid for an additional two (2) twelve (12) month periods, if said extension is agreeable with the successful bidder and the County.
14. This is a bid that can be utilized by any County Departments. It is hereby agreed and understood that any County Departments, agency, or entity may avail itself of this bid and purchase any and all items specified herein from the vendor(s) at the unit/contract price(s) established herein.
15. The County does not guarantee any specific quantity of orders.
16. The County reserves the right to purchase from other vendors in the event that awarded vendor is unable to supply requested medical supplies.
17. If during this bid period, written notification of significant manufacturer price increases or product shortages are reported by the successful bidder, the county reserves the right to seek current pricing from other vendors listed on the bid, and to purchase products from other vendors.

Bid No. 18/19-28, EMS MEDICAL SUPPLIES

CORPORATE DETAILS

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

Area Representative Contact Information: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

Bid No. 18/19-28, EMS MEDICAL SUPPLIES

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Scrutinized Companies Certification
[Clay County Bid No. Bid No. 18/19-28, EMS MEDICAL SUPPLIES]

Name of Company:¹ _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

(Seal)

By: _____

Its _____

¹ “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.

“No Bid” Statement
Bid No. 18/19-28, EMS MEDICAL SUPPLIES

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of bids to: Clay County Purchasing Department, Attn: Donna Fish, P.O. Box 1366, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- Specifications are too restrictive (please explain below or attach separately)
- Unable to meet specifications
- Specifications were unclear (please explain below or attach separately)
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform at this time
- Unable to meet bond requirements
- Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing Department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing Department will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing Department. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing Department, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing Department for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate

bid and RFP responses shall do so observing all requirements of the Sunshine Law and in meetings noticed at least 72 hours in advance thereof. The Purchasing Department shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing Department shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance Department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance Department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance Department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing Department identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing Department, provided that no addendum shall be

mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing Department with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing Department shall immediately record the date and time thereof. The Purchasing Department shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing Department shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

- a. Commercial General Liability
 - 1. General Aggregate \$1,000,000
 - 2. Products and Completed Operations Aggregate \$1,000,000
 - 3. Personal and Advertising Injury \$1,000,000
 - 4. Each Occurrence \$1,000,000
 - 5. Fire Damage (any one fire) \$ 50,000
 - 6. Medical Expense (any one person) \$ 5,000

- b. Automobile Liability
 - 1. Any automobile-Combined bodily injury/property damage, \$1,000,000

with minimum limits for all additional coverage as required by Florida law

- c. Workers Compensation/Employers Liability
 - 1. Workers Compensation statutory limits
 - 2. Employers Liability
 - a. Each Accident \$ 100,000
 - b. Disease-Policy \$ 500,000
 - c. Disease-Each Employee \$ 100,000
- d. Professional Liability
 - 1. When required by contract-per occurrence \$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming “Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insureds.” Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) Bid Awards and Protests:

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹] As of the date on which this Purchasing Policy was adopted, the bid notice web address was: <http://www.claycountygov.com/division/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: [insert County’s homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>.

² As of the date on which this Purchasing Policy was adopted, the County’s homepage address was: <http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: “FOLLOWING THE “Notice of Intent Bids” LINK UNDER THE “Business” ROLLOVER BUTTON”.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice,

exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed

disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

- a. The audio thereof shall be recorded electronically.
- b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.
- c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.
- d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.
- e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.
- f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.
- g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

- a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.
- b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.
- c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.
- d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.
- e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. *(Resolution No. 09/10-65)*

(P) **NO-CONTACT RULE:** *(Resolution No. 09/10-81)*

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

(Q) **LOCAL PREFERENCE FOR LOCAL BUSINESSES:** *(Resolution No. 18/19-2)*

Local Preference:

- (a) **Purpose:** The Clay County Board of County Commissioners intends to purchase materials, supplies, and services of quality at the lowest possible cost through widespread competition. If all other considerations are equal, however, the Board prefers to purchase within Clay County from established local businesses. A preference to local businesses in procurement decisions provides support and growing opportunities to the local economy. When local governments spend their money with locally owned businesses, those businesses in turn rely on and generate local supply chains, creating an “economic multiplier” effect. Each additional dollar that circulates locally boosts local economic activity, employment, and, ultimately, tax revenue.
- (b) **Bidding/Quotes:** For procurement secured through competitive bids or written quotes, local preference will be given to a Local Business when its bid/quote is the lowest responsive and responsible local bid and it is within five percent (5%) of and does not exceed by more than \$250,000 the lowest responsive and responsible bid/quote submitted by a non-Local Business. The Local Business will be entitled to match or beat the lowest bid/quote submitted by the non-Local Business and then be considered the lowest, best bidder. The Purchasing Department will notify the responsive and responsible lowest Local Business that they have forty-eight (48) business hours to re-submit a bid or quote that matches or beats the low bid or quote by the non-Local Business. If the lowest local bidder fails to respond as required confirming its ability to match or beat the lowest bid/quote submitted, then award shall be made to the lowest responsive and responsible bid/quote submitted by the non-Local Business.
- (c) **Proposals:** For procurement secured through competitive request for proposals where price is not the only consideration, 5 points preference will be applied to the total individual selection committee member’s score.
- (d) The Board of County Commissioners reserves the right to award bids/quotes/proposals which would be in the best interest of the County or reject any and all bids/quotes/proposals. As such, the County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or

corporations submitting bids or quotes in any procurement for goods and services when making an award in the best interests of the County.

- (e) In construing this paragraph, “Local Business” means either:
 - (i) a person or business entity which maintains a permanent place of business with full-time employees within Clay County for a minimum of twelve months prior to the date bids or quotes were received for the purchase or contract at issue, which provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation submits the Local Business Affidavit of Eligibility identified in paragraph (f) below; or
 - (ii) a person or business entity which utilizes for at least 40% of the solicited work local Clay County sub-contractors or suppliers, meaning sub-contractors or suppliers which maintain a permanent place of business with full-time employees within Clay County for a minimum of twelve months prior to the date bids or quotes were received for the purchase or contract at issue, provide from such permanent place of business the kinds of goods or services solicited, and at the time of the solicitation submit the Local Business Affidavit of Eligibility identified in paragraph (f) below.

- (f) Local Business Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information to verify local status:
 - (i) A physical business and location address in Clay County;
 - (ii) Proof of payment of business license, lease agreement, and/or real property tax due to Clay County;
 - (iii) A copy of the business’s most recent annual corporation report to the Florida Division of Corporations; and
 - (iv) Any additional information necessary to verify local status.

- (g) The authorized purchasing authority of Clay County shall have the sole discretion to determine if a person or business entity meets the definition of Local Business. Such decision shall not be disputed nor protested.

- (h) **Exemptions:**
 - (i) Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
 - (ii) Purchases with any sole source supplier for services, supplies, materials, or other equipment.
 - (iii) Purchases made through cooperative purchasing arrangements.
 - (iv) Sub-Contractor consideration does not apply if the invitation to bid or request for quote does not authorize utilization of subcontractors.

- (v) Purchases that are funded in whole or in part by assistance from any federal, state, or local agency where the program guidelines do not permit local preference.
- (vi) Contracts for Professional Services subject to Florida Statutes, Section 287.0555, the Consultants' Competitive Negotiation Act (except as already provided for in County approved Evaluation Criteria).

CCFR #	Product Name	Product Description	Preferred Manufacturer	Est. Yearly Usage	Vendor Part #	Unit of Measure (by each)	Case Size Packaging	RFID Taged Qnty	Cost by each w/taging	Case/Box Cost w/ tagging	Cost by each w/o tagging	Case/Box Cost w/o tagging
A100	Nebulizer with mouthpiece/tubing	handheld complete		2000				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A101	Aerosol Mask	Adult		500				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A102	Nasal Cannula	Adult, non-flared 7' tubing		8000				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A103	Non-Rebreather Mask	Adult		2500				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A105	BVM	Adult	Ambu SPUR II - REQUIRED	400				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A105a	BVM	Adult	vendor brand, if available	400				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A106	Aerosol Mask	Pediatric		500				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A107	Nasal Cannula	Pediatric, non flared		500				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A108	Non-Rebreather Mask	pediatric		500				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A109	oxygen mask	pediatric		500				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A110	BVM	pediatric	Ambu SPUR II - REQUIRED	100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A110a	BVM	pediatric	vendor brand, if available	100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A111	Non-Rebreather Mask	infant		200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A112	Oxygen Mask	Infant		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A113	BVM	Infant	Ambu SPUR II - REQUIRED	100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A113a	BVM	infant	vendor brand, if available	100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A114	ET Tube w/stylette	2.0 uncuffed		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A115	ET Tube w/stylette	2.5 uncuffed		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A116	ET Tube w/stylette	3.0 uncuffed		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A117	ET Tube w/stylette	3.5 uncuffed		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A118	ET Tube w/stylette	4.0 uncuffed		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A119	ET Tube w/stylette	4.5 uncuffed		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A120	ET Tube w/stylette	5.0 uncuffed		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A121	ET Tube w/stylette	5.5 cuffed		125				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A122	ET Tube w/stylette	6.0 cuffed		125				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A123	ET Tube w/stylette	6.5 cuffed		200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A124	ET Tube w/stylette	7.0 cuffed		200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A125	ET Tube w/stylette	7.5 cuffed		300				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A126	ET Tube w/stylette	8.0 cuffed		300				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A127	ET Tube w/stylette	8.5 cuffed		300				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A128	ET Tube w/stylette	9.0 cuffed		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A129	Introducer, ET tube	adult -coude tip		150				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A130	Introducer, ET tube	pediatric - coude tip		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A131	stylette	adult 10 FR slick		60				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A132	stylette	pediatric - 8 FR slick		60				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A133	stylette	infant - 6 FR slick		60				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A134	Thomas Tube Holder	adult	Thomas	400				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A134a	Endotracheal tube holder	adult	vendor brand, if available	400				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A135	Thomas Tube Holder	pediatric	Thomas	125				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A135a	Endotracheal tube holder	pediatric	vendor brand, if available	125				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A136	Laryngoscope Blade	Mac #0 - steel multi-use	Rusch	5				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A137	Laryngoscope Blade	Mac #1 - steel multi-use	Rusch	5				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A138	Laryngoscope Blade	Mac #2 - steel multi-use	Rusch	10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000

CCFR #	Product Name	Product Description	Preferred Manufacturer	Est. Yearly Useage	Vendor Part #	Unit of Measure (by each)	Case Size Packaging	RFID Taged Qnty	Cost by each w/taging	Case/Box Cost w/ tagging	Cost by each w/o tagging	Case/Box Cost w/o tagging
A139	Laryngoscope Blade	Mac #3 - steel multi-use	Rusch	10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A140	Laryngoscope Blade	Mac #4 - steel multi-use	Rusch	10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A141	Laryngoscope Blade	Miller #0 - steel multi-use	Rusch	10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A142	Laryngoscope Blade	Miller #1- steel multi-use	Rusch	5				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A143	Laryngoscope Blade	Miller #2 - steel multi-use	Rusch	5				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A144	Laryngoscope Blade	Miller #3 - steel multi-use	Rusch	10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A145	Laryngoscope Blade	Miller #4 - steel multi-use	Rusch	10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A146	Laryngoscope Handle	large - steel	Rusch	10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A147	Laryngoscope Handle	Pediatric - steel	Rusch	10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A148	Laryngoscope Bulb	large	Rusch	30				bags of 5	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A149	Laryngoscope Bulb	small	Rusch	30				bags of 5	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A150	Nasopharyngeal Airway	12 FR		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A151	Nasopharyngeal Airway	14 FR		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A152	Nasopharyngeal Airway	16 FR		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A153	Nasopharyngeal Airway	18 FR		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A154	Nasopharyngeal Airway	20 FR		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A155	Nasopharyngeal Airway	22 FR		200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A156	Nasopharyngeal Airway	24 FR		200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A157	Nasopharyngeal Airway	26 FR		200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A158	Nasopharyngeal Airway	28 FR		200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A159	Nasopharyngeal Airway	30 FR		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A160	Oralpharngeal Airway	50mm/size 0 -colored guedel		50				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A161	Oralpharngeal Airway	60mm/size 1 -colored guedel		50				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A162	Oralpharngeal Airway	70mm/size 2 -colored guedel		50				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A163	Oralpharngeal Airway	80mm/size 3 -colored guedel		50				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A164	Oralpharngeal Airway	90mm/size 4 -colored guedel		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A165	Oralpharngeal Airway	100mm/size 5 -colored guedel		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A167	Bite Stick, latex free	hard plastic		50				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A168	CO2 Detector	Easy Cap II	Nellcor - REQUIRED	0				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A169	CO2 Detector	Pedi Cap II	Nellcor - REQUIRED	0				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A170	LifePak 15 Pulse Ox Sensor	M-LNCS DCI, adult reusable sensor		40				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A171	LifePak 15 Pulse Ox Sensor	Rainbow M-LNCS DCI adult reusable sensor		20				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A172	LP 15 Ox Sensor Cable Extension		LP 15 compatible	40				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A173	LP15 Pulse Ox Sensor	Adult-disposable M-LNCS adtx 18"	LP 15 compatible	100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000

CCFR #	Product Name	Product Description	Preferred Manufacturer	Est. Yearly Useage	Vendor Part #	Unit of Measure (by each)	Case Size Packaging	RFID Taged Qnty	Cost by each w/taging	Case/Box Cost w/ tagging	Cost by each w/o tagging	Case/Box Cost w/o tagging
A174	LP 15 Pulse Ox Sensor	Pediatric-Disposable M-LNCS Pdtx 18"	LP 15 compatable	200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A175	LP15 Pulse Ox Sensor	Infant-Disposable M-LNCS Inf 18"	LP 15 compatable	160				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A178	Nasogastric Tube	8 FR		40				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A179	Nasogastric Tube	12 FR		60				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A180	Nasogastric Tube	14 FR		60				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A181	Nasogastric Tube	16 FR		60				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A183	Suction Unit	Portable	Laredal Suction Unit - REQUIRED	4				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A184	Suction Catheter	6 FR - coil Pak		50				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A186	Suction Catheter	10 FR - coil pak		50				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A188	Suction Catheter	14 FR - coil pak		60				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A191	Yankauer Suction Tip	with vent control		300				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A192	Suction Tubing	5mmX1.8M (3/16"x6')	Kendall Ref8888301515	300				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A194	Suction Canister	1200cc	Bemis	300				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A197	Mucosal Atomization Device(MAD)	w/o syringe		500				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A198	LP Adapter Cable, MNC-1, 4'	medtronic #3204190-001 adapter cable	Masimo - REQUIRED	20				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A199	B.A.A.M.	Beck Airway Airflow Monitor		10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A203	Filterline Set	Adult/Pediatric#11996-000081 for LP15	Medtronic - REQUIRED	200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A212	EtCO2 Nasal Cannula	Adult, Smart Capnoline	Microstream	1200				Bags of 10	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A213	CPAP MASK	MACS Patient Circuit -6' with head strap #58011	pNeuton	300				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A214	CPAP MASK w/pigtail and NEB Med Adult	Flow-Safe II EZ w/NEB	Mercury Medical	200				each				
A215	CPAP MASK w/pigtail and NEB Large Adult	Flow-Safe II EZ w/NEB	Mercury Medical	200				each				
A216	CPAP MASK w/pigtail and NEB child	Flow-Safe II EZ w/NEB	Mercury Medical	100				each				
A217	Wall-mount oxygen Flow meter	Aluminum 0-15LPM		12				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A218	Oxygen Connector, Ohmeda	adapter - DISS male x Ohio QC male		10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A218a	Oxygen Connector, Ohmeda	1/8" male NPT		10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A218b	Oxygen Connector, Ohmeda	Adapter - DISS male Xx Ohio QC female		10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A219	Spit Hood	Tranzport		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A220	Ijel Laryngeal airway	Size 3	tube only	160				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A220a	Ijel Laryngeal airway	Size 3	complete kit	160				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A221	Ijel Laryngeal airway	Size 4	tube only	200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A221a	Ijel Laryngeal airway	Size 4	complete kit	200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000

CCFR #	Product Name	Product Description	Preferred Manufacturer	Est. Yearly Useage	Vendor Part #	Unit of Measure (by each)	Case Size Packaging	RFID Taged Qnty	Cost by each w/taging	Case/Box Cost w/ tagging	Cost by each w/o tagging	Case/Box Cost w/o tagging
A222	Ijel Laryngeal airway	Size 5	tube only	160				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A222a	Ijel Laryngeal airway	Size 5	complete kit	160				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A223	King Vision video largscope kit	Complete kit w/bag	Ambu	2				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A224	King Vision Reusable Video Digital OLED Display	Display	Ambu	2				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A225	King Vision Disposable Channeled Blade size 3	Channeled Blade Size 3	Ambu	200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A226	King Vision Disposable Standard Blade Size 3	Standard Blade Size 3	Ambu	200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A227	King vision storage bag			5				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A228	Cricothyrotomy Kit							each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A229	ResQPump	CPR Pump	Zoll	3				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A230	ResQCPR Carry Case	Case for Pump	Zoll	3				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A231	ResQPOD ITD 16		Zoll	200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
A232	ResQPod ITD 10		Zoll	100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
B101	D Cell Battery	Duracell Procell	Duracell Procell Preferred	600				box of 12	\$0.00000	\$0.00000	\$0.00000	\$0.00000
B102	C Cell Battery	Duracell Procell	Duracell Procell Preferred	600				box of 12	\$0.00000	\$0.00000	\$0.00000	\$0.00000
B103	AA Battery	Duracell Procell	Duracell Procell Preferred	3000				box of 24	\$0.00000	\$0.00000	\$0.00000	\$0.00000
B104	9 volt battery	Duracell Procell	Duracell Procell Preferred	300				Box of 12	\$0.00000	\$0.00000	\$0.00000	\$0.00000
B105	AAA Battery	Duracell Procell	Duracell Procell Preferred	2000				box of 24	\$0.00000	\$0.00000	\$0.00000	\$0.00000
B106	LSU Suction Unit Battery	Portable LSU Battery	LSU Battery - REQUIRED	10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
B107	AA Battery	Duracell MN1500	Duracell MN1500 - REQUIRED	200					\$0.00000	\$0.00000	\$0.00000	\$0.00000
B108	AAA Battery	Duracell MN2400	Duracell MN2400 - REQUIRED	200					\$0.00000	\$0.00000	\$0.00000	\$0.00000
B109	3 V LI Coin Battery (2032)	Lithium		30				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D101	Blood Pressure Cuff Manual	Adult		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D102	Blood Pressure Cuff Manual	Child		30				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D103	Blood Pressure Cuff Manual	Infant		30				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D104	Blood Pressure Cuff Manual	large adult		20				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D105	Blood Pressure Cuff Manual	thigh cuff		10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D106	Stethoscope	Adult-Littmann Select	Littman - REQUIRED	40				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D107	Stethoscope	Pediatric, Proscope		15				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D108	Stethoscope	Infant, Proscope		15				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D109	Disposable BP Cuff	Lg Adult-extender(extends 45-55cm)	LP15 compatable	100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D110	Disposable BP Cuff	Adult (range 17-45cm)	LP 15 compatable	700				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D111	Disposable BP Cuff	Child (range 9-25cm)	LP 15 compatable	40				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D112	Disposable BP Cuff	Infant (range 5-15cm)	LP 15 compatable	20				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D113	EKG Electrodes-R	Adult (25 pack)	Ambu Blue Sensor Electrodes-REQUIRED	75,000				pack of 25	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D113a	EKG Electrodes-R	Adult	Vendor Brand	75,000				Pack	\$0.00000	\$0.00000	\$0.00000	\$0.00000

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D114	EKG Electrodes-SP	All-purpose/50 pack	Ambu Blue Sensor Electrodes-REQUIRED	75,000				pack of 50	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D114a	EKG Electrodes - SP	Pediatric/all purpose	Vendor Brand	75,000				pack	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D115	Defibrillation Pad	Adult- Edge System, Quick Combo Pad	Medtronic - REQUIRED	450				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D115a	Defibrillation Pad	Adult-Quick combo	Vendor brand-LP 15 compatible	450				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D115b	Defibrillation Pad	Adult-Quick combo Redi PAK	Medtronic - REQUIRED	100				each	\$0.00000	\$0.00000	0	\$0.00000
D116	Defibrillation Pad	Pediatric, Edge Sys Quick Combo Pad	Medtronic - REQUIRED	100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D116a	Defibrillation Pad	Pediatric-quick combo	Vendor-brand-LP 15 compatible	100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D117	Reduced Energy AED Pads (LP1000)	Infant/Child defibrillation Pads	Medtronic - REQUIRED	30				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D117a	Reduced Energy AED Pads (LP1000)	Infant/Child defibrillation Pads	Vendor-brand LP1000 compatible	30				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D119	LifePak 15 Paper	4" wide		600				pack of rolls	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D121	Blood Glucometer Test Strips	FREE MONITOR W/ STRIPS PER BOTTLE	Ascencia Contour - REQUIRED	50,000				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D121a	Blood Glucometer Test Strips	FREE MONITOR W/ STRIPS PER BOTTLE	vendor brand, if available					each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D121b	Blood Glucometer	FREE MONITOR compatible w/ strips	same as test strips					each				
D122	LP15 NIBP Hose (straight)		21300-007299	30				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D123	LifePak 15 PT Therapy Cable	11113-000004-Quik Combo	Medtronic - REQUIRED	20				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D124	LifePak 15, 6 wire lead precordial attachment	11111-00022	Medtronic - REQUIRED	40				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
D126	LifePak 15, 4 wire limb lead attachment with 5' trunk cable combination EKG Main Trunk	11111-000018	Medtronic - REQUIRED	40				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
G101	4" X 4"surgical sponges (not gauze)	Non-sterile		90,000				per pack	\$0.00000	\$2.00000	\$0.00000	\$2.00000
G102	Conforming Gauze Bandage	4" non-sterile		500				per pack	\$0.00000	\$0.00000	\$0.00000	\$0.00000
G103	Conforming Gauze Bandage	6" non-sterile		400				per pack	\$0.00000	\$0.00000	\$0.00000	\$0.00000
G104	4" X 4" X 8 ply	Sterile, individual		1000				per pack	\$0.00000	\$0.00000	\$0.00000	\$0.00000
G105	Conforming Gauze Bandage	4" sterile		800				per pack	\$0.00000	\$0.00000	\$0.00000	\$0.00000
G106	Conforming Gauze Bandage	6" Sterile		400				per pack	\$0.00000	\$0.00000	\$0.00000	\$0.00000
G107	ABD Pad	5" X 9" sterile		500				per pack	\$0.00000	\$0.00000	\$0.00000	\$0.00000
G108	Burn Sheet	60" X 90" sterile		50				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
G109	Multi-Trauma Dressing	12" X 30" sterile		300				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
G110	2" Self Adherent Wrap	MUST be latex free		3000				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
G111	Triangular Bandages	40" X40" X 56"		1900				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
G112	Band-Aids	3/4" X 3", cloth		4000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000

CCFR #	Product Name	Product Description	Preferred Manufacturer	Est. Yearly Usage	Vendor Part #	Unit of Measure (by each)	Case Size Packaging	RFID Taged Qnty	Cost by each w/tagging	Case/Box Cost w/ tagging	Cost by each w/o tagging	Case/Box Cost w/o tagging
G113	Petroleum Gauze	3" X 9" individual package		200				per pack	\$0.00000	\$0.00000	\$0.00000	\$0.00000
G114	Eye Patch	large oval size individual package		20				per pack	\$0.00000	\$0.00000	\$0.00000	\$0.00000
G116	Tape 1"	Transpore	3M - REQUIRED	700				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
G118	Tape 3"	Transpore	3M - REQUIRED	300				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
G119	Hemostatic dressing	12" x 12"	Quik-Clot Combat gauze					each	\$0.00000	\$0.00000	0	\$0.00000
G120	Hemostatic dressing	3" x 48" roll	Quik-Clot Combat gauze					each	\$0.00000	\$0.00000	0	\$0.00000
G121	Hemostatic dressing	3 x 48" Z-Fold	Quik-Clot Combat gauze					each	\$0.00000	\$0.00000	0	\$0.00000
G122	Chest Seal	w/ valve	SAM	150				each	\$0.00000	\$0.00000	0	\$0.00000
G122a	Chest Seal	w/ valve	Vender option	150				each	\$0.00000	\$0.00000	0	\$0.00000
G123	Tape 1"	paper		400				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
G124	Israeli Emergency Bandage	4"		300				each	\$0.00000	\$0.00000	0	\$0.00000
G125	Israeli Emergency Bandage	6"		300				each	\$0.00000	\$0.00000	0	\$0.00000
IC101	Gloves, Small	Ultra Sense EC	Nitrile Micro Flex - REQUIRED	9,000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC101a	Gloves, Small	Nytrile Orange Creamsicle	Or comparable not blue glove	5000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC102	Gloves, Medium	Ultra Sense EC	Nitrile Micro Flex - REQUIRED	35,000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC102a	Gloves, Medium	Nytrile Orange Creamsicle	Or comparable not blue glove	25000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC103	Gloves, Large	Ultra Sense EC	Nitrile Micro Flex - REQUIRED	220,000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC103a	Gloves, Large	Nytrile Orange Creamsicle	Or comparable not blue glove	50000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC104	Gloves, X-Large	Ultra Sense EC	Nitrile Micro Flex - REQUIRED	120,000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC104a	Gloves, X-Large	Nytrile Orange Creamsicle	Or comparable not blue glove	50000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC105	Gloves, XX-Large	Ultra Sense EC	Nitrile Micro Flex - REQUIRED	5,000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC106									\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC108	Sani-Cloth Plus	XL Tub	Sani-Cloth	25000				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC108a	55% + alcohol disinfecting wipes	XL tub	vendor brand, if available	25000				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC109	Hydrogen Peroxide	16 oz bottle		350				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC109a	Hydrogen Peroxide	32 oz bottle		350				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC110	Isopropol Alcohol	16 oz bottle		350				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC110a	Isopropol Alcohol	32 oz bottle		350				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC111	Convenience Bags	GKR style only, 6" opening with inner valve to seal contents		4500				per pack	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC112	Infection Control Kit	complete kit #KA842	Medimark	50				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC113	safety glasses	small - meets ANSI Z87.1		30				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000

CCFR #	Product Name	Product Description	Preferred Manufacturer	Est. Yearly Useage	Vendor Part #	Unit of Measure (by each)	Case Size Packaging	RFID Taged Qnty	Cost by each w/taging	Case/Box Cost w/ tagging	Cost by each w/o tagging	Case/Box Cost w/o tagging
IC114	safety goggles	Lg, fit over glasses - meets ANSI Z87.1		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC116	N95 Respirator	1860 (regular)	3M - REQUIRED	100				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC117	N95 Respirator	1860S (small)	3M - REQUIRED	100				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC118	Sharps Shuttle/Dart	locking		3500				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC119	Sharps Container 4.7 QT	Model #184R	Maxxim - REQUIRED	50				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC120	Sharps Container 5 QT	Model #8509	Kendall - Preferred	200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC121	Sharps Containers 6.2 QT	Model #182	Maxxim - REQUIRED	50				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC122	Red Bags, 1 gal	roll		600				per roll	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC123	Red Bags, 10 gal	roll		10000				per roll	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC124	Red Bags, 30 gal	roll		10000				per roll	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IC125	Sharps Container 2gal	Flat top 8970		100				each				
IV101	syringe with needle	1cc 25 ga X 5/8" or 1"		1700				per 10	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV102	syringe, luer lock	3cc		1500				per 10	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV104	syringe, luer lock	10cc		1200				per 10	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV105	syringe, luer lock	20cc		400				per 10	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV108	syringe, catheter tip	60cc		50				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV109	Needles	18 gauge X 1.5"		1800				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV110	Needles	21 gauge X 1"		1000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV111	Needles	23 gauge X 1.5"		1000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV112	Needles,	25 gauge X 1"		1300				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV116	Needle, Intraosseous	45 mm EZ-IO Adult	EZIO - REQUIRED	60				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV116A	Intraosseous needle	Vender alterinitive	Sample will be required					each	\$0.00000	\$0.00000	0	\$0.00000
IV117	Needle, Intraosseous	25 mm 25 mm EZ-IO Adult, #9001-VC-005	EZIO - REQUIRED	200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV117A	Intraosseous needle	Vender alterinitive	Sample will be required					each	\$0.00000	\$0.00000	0	\$0.00000
IV118	Needle, Intraosseous	15 mm EZ-IO Pediatric, #9018-VC-005	EZIO - REQUIRED	60				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV118A	Intraosseous needle	Vender alterinitive	Sample will be required					each	\$0.00000	\$0.00000	0	\$0.00000
IV119	Power Driver	EZ-IO Power Driver, G3	EZIO - REQUIRED	2				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV119A	insertion Device	Vender alterinitive	Sample will be required					each	\$0.00000	\$0.00000	0	\$0.00000
IV120	Bone Marrow Needle I/O	15 ga (adult)	Jamshidi	50				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV121	Bone Marrow Needle I/O	18 ga (pediatric)	Jamshidi	50				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV122	Alcohol Prep Pads	large		40000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV123	IV Catheters	Introcan Safety 14 gauge X 1.25"	B/Braun - REQUIRED	400				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV123a	IV Catheters	14 gauge safety x 1.25"	vendor brand					per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV123b	IV Catheters	Safety 14 gauge X 3.5"(pnumo decompression)		150				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV124	IV Catheters	Introcan Safety 16 gauge X 1.25"	B/Braun - REQUIRED	2000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV124a	IV Catheters	16 gauge safety x 1.25"	vendor brand	2000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV125	IV Catheters	Introcan Safety 18 gauge X 1.25"	B/Braun - REQUIRED	8000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000

CCFR #	Product Name	Product Description	Preferred Manufacturer	Est. Yearly Useage	Vendor Part #	Unit of Measure (by each)	Case Size Packaging	RFID Taged Qnty	Cost by each w/taging	Case/Box Cost w/ tagging	Cost by each w/o tagging	Case/Box Cost w/o tagging
IV125a	IV Catheters	18 gauge safety 1.25"	vendor brand	8000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV126	IV Catheters	Introcen Safety 20 gauge X 1.25"	B/Braun - REQUIRED	12000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV126a	IV Catheters	20 gauge safety 1.25"	vendor brand	12000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV127	IV Catheters	Introcen Safety 22 gauge X 1.25"	B/Braun - REQUIRED	4000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV127a	IV Catheters	22 gauge safety x 1.25"	vendor brand	4000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV128	IV Catheters	Introcen Safety 24 gauge X 0.75"	B/Braun - REQUIRED	1200				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV128a	IV Catheters	24 gauge safety x 1.25"	vendor brand	1200				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV129	10 Drop IV Admin Set	SafeDay IV Administration Set	B/Braun - REQUIRED	6000				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV130	60 Drop IV Admin Set	SafeDay IV Administration Set	B/Braun - REQUIRED	250				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV131	Selectable IV Set	State 2 flow controller		50				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV132	Catheter Extension Set (INT)	Extension Set/9" length		12000				Per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV133	IV Site Dressing	Adult	Veni-Guard REQUIRED	12000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV133a	IV Site Dressing	adult	vendor brand, if available	12000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV134	Buretrol Set, 60 Drops	P/N2C8819	Baxter - REQUIRED	100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV135	3-Way Stopcock w/swivel male luer			40				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV136	Tourniquet, latex/powder free	1" X 18" NO ROLLS		15000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IN136a	Combat Application Tourniquet							each	\$0.00000		0	
IV137	Lancets	retractable	Surgilance - REQUIRED	4000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV138	Blunt Syringe Cannula	#303345	Beckton Dickinson	500				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
IV140	Universal Vial Adapter	2N3395	Baxter - REQUIRED	100				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M098	Disposable Thermometer	Temple Touch Thermometer	REQUIRED	30				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M099	Thermometer	Sure Temp 690	Welch Allyn - REQUIRED	15				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M100	Sure Temp 690 Probe Covers			10000				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M101	Blanket, Quilted, Disposable			10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M105	Pillow, Disposable	Poly/Cotton average Size, clear wrap		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M106	Blanket, Yellow, Disposable	60" X 90"		10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M107	Blanket, Foil Therma	disposable		50				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M108	Center Punch	spring loaded		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M110	Ring Cutter			30				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M111	Ring Cutter Blades			30				pack of 5	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M112	Scalpel, disposable #10			30				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M113	Shears, Trauma	7 1/2" Heavy Duty		300				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M114	Penlights	disposable		300				per pack	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M115	Forceps, Magill	Adult, closed, 11"		15				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M116	Forceps, Magill	Pediatric, closed, 8"		15				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000

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M117	Clipboard Memo size	Aluminum, 9.5" x 5.75"	Summit ST-FORMF-95575-1 preferred	20				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M118	IV Arm Board	Adult, 3" X 18" padded		40				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M119	IV Arm Board	Pediatric, 3" X 9" padded		30				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M120	IV Arm Board	Infant, 2" X 6" padded		10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M121	Restraints	Soft, disposable limb restraints		200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M121A	Posey Twice-as-Tough	Ankle restraints Non Locking	Posey					each	\$0.00000	\$0.00000	0	\$0.00000
M121W	Posey Twice-as-Tough	Wrist restraints Non Locking	Posey					each	\$0.00000	\$0.00000	0	\$0.00000
M122	Pressure Infuser	Disposable 1000 ml		20				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M123	Cold Packs	disposable/instant 6" X 9"		2000				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M124	Oxygen Flow Selector Valve	0 - 25 LPM, Click Style - brass		10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M125	Lubricating Jelly	Sterile 3 grams		2000				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M126	Nail Polish Remover Pads	acetone free		500				per box	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M127	Oxygen Regulator, 2 DISS, 1 BARB	0 - 25 LPM, Click Style - brass		10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M128	D Cylinder Wrench, Plastic	any color but black		200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M129	Surgical Clipper	#9661	3M - REQUIRED	4				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M130	Surgical Clipper Blades	#9660	3M - REQUIRED	250				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M131	Surgical Clipper Charger	#9662	3M - REQUIRED	2				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M132	Surgical Clipper full kit	#9667 complete kit	3M - REQUIRED	2				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
M133	Razors, Disposable			400				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
O101	O.B. Kits, Latex free	complete kit		30				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
O102	Bulb Syringe	1 oz individually wrapped		20				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
O103	Meconium Aspirator		Neotech - REQUIRED	15				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
O104	Baby Bunting	Sterile		10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
O105	Aluminum Foil	Sterile		10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P101	Adenosine(Adenocard)	6mg/2ml vial		400				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P102	Albuterol 0.083%	2.5mg, 3mlvial		4500				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P103	Amiodarone	150mg, 3ml vial		450				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P104	Ammonia Inhalant	0.33cc each inhalation only		130				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P105	Aspirin, Chewable	81mg Bottle		150				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P106	Atropine Sulfate	1mg, 10ml	luer jet Luer Lock, prefilled syringe	400				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P107	Calcium Chloride 10%	1gm, 10ml Lifeshield	luer jet Luer Lock, prefilled syringe	100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P108	Cardizem(Diltiazem)	NON-refrigerated 100mg Add Vantage Vial		200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P109	ADD Vantage Diluent 100ml 0.9% NS			200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P110	10% Dextrose Injection	250ml bag		500				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P111	Dextrose 50%	25gm, 50ml	luer jet Luer Lock, prefilled syringe	100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P112	Dopamine	400mg, 250ml		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000

CCFR #	Product Name	Product Description	Preferred Manufacturer	Est. Yearly Useage	Vendor Part #	Unit of Measure (by each)	Case Size Packaging	RFID Taged Qnty	Cost by each w/taging	Case/Box Cost w/ tagging	Cost by each w/o tagging	Case/Box Cost w/o tagging
P113	Dypendhydramine(Benedryl)	50mg/ml vial		400				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P114	Epinephrine 1:10,000	1mg/10ml	luer jet Luer Lock, prefilled syringe	1200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P115	Furosemide (lasix)	40mg (10mg/ml)		200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P116	Glucagen	1mg vial kit		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P118	Glutose 15 (Oral)	3 per pack		240				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P119	Nitroglycerin Ointment	single packets		800				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P120	Ipratropium Bromide 0.025%(atrovent)	2.5ml vial		1300				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P121	Labetalol	100mg, 20ml vial		150				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P122	Lidocaine 2%	100mg/ 5ml		300				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P123	Magnesium Sulfate	1gm/2ml vials		400				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P124	Naloxone	2 ml / 2mg	luer jet Luer Lock, prefilled syringe	1000				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P125	Nitrostat sublingual	0.4mg		2500				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P126	Promethazine (phenergan)	25mg/ml vial		250				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P127	Solu-Medrol	125mg, 2ml vial	Pfizer - REQUIRED	350				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P128	4.2 % Sodium Bicarb	10ml (0.5 meq/ml)	luer jet Luer Lock, prefilled syringe	120				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P129	8.4 % Sodium Bicarb	4.2gm/50ml Lifeshield		150				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P131	Tetracaine Ophthalmic Solution	0.5% solution 15ml monodrop bottle		60				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P133	Tincture Benzoine Swab	individual swabs		1000				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P134	Triple Antibiotic Ointment	individual packets		800				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P137	Morphine	10mg/ml (ampule or vial)		400				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P138	Epinephrine 1:1000	1ml vial or ampule		350				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P139	0.9% Sodium Chloride	100ml IV bag		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000

CCFR #	Product Name	Product Description	Preferred Manufacturer	Est. Yearly Usage	Vendor Part #	Unit of Measure (by each)	Case Size Packaging	RFID Taged Qnty	Cost by each w/tagging	Case/Box Cost w/ tagging	Cost by each w/o tagging	Case/Box Cost w/o tagging
P141	Versed (Midazolam)	1ml vial (5mg/2ml)		350				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P142	Ondansetron (Zofran)	ODT 4mg disolvable tabs - individual wrap		350				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P143	Ondansetron (Zofran)	4mg/2ml vial		250				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P144	NACL 0.9% 10-12ML Pre-filled syringe	10 ml syringe luer lock		6000				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P145	NACL 0.9% Injection USP	1000 ml IV bag		6600				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P146	NACL 0.9% Injection USP	250 ml IV bag		4000				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P147	NACL 0.9% injection USP	500 ml IV bag		6500				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P148	Sterile Water, Irrigation	1000ml bottle		180				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P150	Lidocaine	2 gram/500ml IV bag		150				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P151	Ketamine	500 mg/10 ML		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P152	Vecuronium Bromide	10 mg/10 ML vial		100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P153	Etomidate (Amidate)	40 mg/20 ML		200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P154	Rocuronium	100 mg/10 ML		200				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P155	Fentanyl	250 mcg/5ML		350				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P156	Acetaminophen Infant Drops	1 oz bottle w/dropper	Prefer dye-free	50				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P157	Ibuprofen Infant Drops	1 oz bottle w/ dropper	Prefer dye-free	60				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P158	Acetaminophen oral susp	160 mg/5 ML	Individually-sealed cups	150				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P159	Ibuprofen oral susp	100 mg/5 ML	Individually-sealed cups	150				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P160	Enalaprilat	1.25mg, 1ml Vial		150				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P161	Esmolol	10mg/ml 10ml vial		150				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
P162	Tranexamic Acid	100mg/ml 10ml vial		150				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
T101	C-collar	adult-Perfit Ambu Ace Adjustable	Ambu-REQUIRED	800				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
T102	C-collar	Pediatric-Ambu Perfit Mini Ace	AMBU-REQUIRED	100				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
T103	C-collar	Baby No Neck	Laerdal - REQUIRED	20				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
T104	Megamover Plus		Graham - Preferred	6				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
T105	Backboard Straps	9' clip/snap buckle (3 pack)		1000				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
T106	ProSplint Kit	Adult - complete kit		10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
T107	SAM Splint/Flex-All	4' X 36' adult size roll or fold		700				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
T108	Traction Splint	Adult	Ferno - REQUIRED	1				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
T109	Traction Splint	Pediatric	Ferno - REQUIRED	1				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
T110	Infant/Ped Immobilization Board		Life Support Products	2				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
T112	Stair Chair Strap Set	Stryker Stair Chairs		2				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
T113	Scoop Stretcher	Combi II Scoop		10				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
T114	Stretcher Strap 5 point-harness system	Stryker Stretchers		20				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
T115	SAM Pelvic Sling	Small		20				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
T116	SAM Pelvic Sling	Medium		30				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
T117	SAM Pelvic Sling	Large		30				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
T118	First Call Cab Bag	orange, 17" x 9" x 7"		15				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000
T120	Pelican Box	1550 -clear ALS LID Insert,		5				each	\$0.00000	\$0.00000	\$0.00000	\$0.00000

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.