

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Purchasing Department

600 S. Commerce Ave.

Sebring, FL 33870

(863) 402-6500 Purchasing Main Line

Purchasing Contact: Lori Krinsky, Purchasing Analyst

(863) 402-6528, Direct Line

REQUEST FOR PROPOSAL

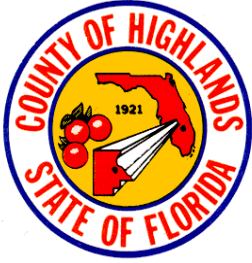
RFP No: 22-026-LLK Firefighter Physicals

- x Pre-Solicitation Meeting: None Scheduled for this solicitation**
- Location: N/A**
- ✓ Request for Information Deadline: Thursday, March 30, 2023 prior to 5:00 PM**
- ✓ Submission Deadline: **Thursday, April 13, 2023, prior to 3:30 PM****

Advertised Date: Saturday, March 11, 2023 and Saturday March 18, 2023

PROHIBITED SUBMISSION TO THIS SOLICITATION

Any party who is in active litigation with Highlands County on the due date for responses to this request for proposal or who has received notice from Highlands County that the party is in breach of a contractual obligation under a contract with Highlands County and where such breach has not been resolved to the satisfaction of Highlands County on the due date for responses to this request for proposal, shall not submit a response to this request for proposal. In the event of a submission by such a party as described hereinabove, the submission shall be considered non-responsible and shall be rejected.



HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS (RFP) INVITATION

The Board of County Commissioners (“County”), Highlands County, Sebring, Florida, a political subdivision of the State of Florida, will receive sealed proposals in the County Purchasing Department (“Purchasing”) for the following services:

RFP 22-026-LLK Firefighter Physicals

Pursuant to Section 287.057, Florida Statutes and the Highlands County Purchasing Manual, the Board of County Commissioners, Highlands County, Florida, and the Board of County Commissioners sitting as the Board of Supervisors of various Special Benefit Districts of Highlands County, Florida, hereby gives notice that it intends to award a contract for the services provided in **RFP 22-026-LLK Firefighter Physicals**.

RFP with criteria, requirements, and other information, may be downloaded from our website: www.highlandsfl.gov under the Purchasing Department and navigating to “Current Solicitations” or www.vendorregistry.com. Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.

A PRE-PROPOSAL meeting will NOT be held for this solicitation.

Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the Purchasing Designated Contact, prior to the deadline time and date, listed on the cover page.

Determination of Proposer’s qualifications will be based on its Proposal which is to be completed and submitted in accordance with the RFP specifications. The contract, if awarded, will incorporate the RFP specifications and the Proposal.

SUBMISSIONS MUST BE DELIVERED to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later **than 3:30 P.M., Thursday, April 13, 2023**, at which time they will be opened. Responses may be submitted by one of the following methods:

· **Electronic submission** to the County website, www.highlandsfl.gov linking to VendorRegistry.com in one all-inclusive Adobe file. **File name is to be in the following format: 22-026-Proposer Name** and additionally, provide in an unlocked, unrestricted Excel file labeled “**22-026 Bidder Name-Bid Form**” containing the Excel Exhibits A., B., & C.

OR

· **Hard Copy submission** in a sealed and marked package. Affix the supplied “Sealed Solicitation Label” with the name of the Proposer, solicitation number, and title to the exterior of the package so as to identify the enclosed response. A hard copy response is to include the following: all-inclusive identical paper copies, **one (1) original paper copy** (signed in blue ink), of the response, and **one (1) all-inclusive original, electronic copy** (Thumb drive) of the original response. **File name is to be in the following format: 22-026-Proposer Name** and additionally, provide in an unlocked, unrestricted Excel file labeled “**22-026 Bidder Name-Bid Form**” containing the Excel Exhibits A., B., & C.

Submissions received later than the date and time as specified will be rejected. The Board shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

One or more County Commissioners may be in attendance at meetings.

Highlands County encourages Small business, Minority Business Enterprises and Women Business Enterprises to participate in this solicitation. Highlands County Local Preference Policy and WBE/MBE will apply to the award of this solicitation.

The County reserves the right to accept or reject any or all Proposals or any parts thereof, and the determination of this award, if an award is made, will be based on the score/ranking of each Proposal and may include presentations, if requested by the evaluation committee, from shortlisted firms. The County reserves the right to waive irregularities in the Proposal.

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes should contact ADA Coordinator at: 863-402-6500 (Voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners
Purchasing Department
Highlands County, Florida

Website: www.highlandsfl.gov

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SECTION 1 GENERAL TERMS AND CONDITIONS

DEFINITIONS: For purposes of this Request for Proposal (RFP), the following terms are defined as follows:

- 1.1. **County** means Highlands County, a political subdivision of the State of Florida, the Highlands County Board of County Commissioners and other public entities involved in this cooperative solicitation.
- 1.2. **Proposer** means the individual, firm, partnership, corporation, association, or other legal entity submitting a proposal in response to this RFP that meets the requirements set forth in the solicitation documents. May also be referred to as “Contractor” Or “Respondent.”
- 1.3. **Contract/Agreement** An understanding between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance in accordance with the conditions of the agreement. Agreement and Contract are used synonymously.
- 1.4. **Firm** means the Proposer who signs a contract with the County to perform the Scope of Services and is licensed to perform this work.
- 1.5. **All Proposals** shall become the property of the County.

2. RESERVATION OF RIGHTS:

This RFP constitutes only an invitation to submit a Proposal to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options:

- 2.1. To supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another Request for Proposals (RFP).
- 2.2. To issue additional subsequent RFPs.
- 2.3. To reject all incomplete / non-responsive responses, or responses with errors.
- 2.4. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Proposals is satisfactory to meet the criteria established in this document, the right to seek clarification and/or additional information from any submitting Proposer.
- 2.5. The County also reserves the right to refine the scope of services. This refinement is not to include any new services not advertised but to allow more specifically to define work integral to that in the advertised scope.
- 2.6. If the County believes that collusion exists among Proposers, all Proposals will be rejected.
- 2.7. Make available to Respondents any data available in the County’s files pertaining to the work to be performed under this RFP.
- 2.8. Decide and dispose of all claims, questions, and disputes arising under this RFP.
- 2.9. Have the right to audit the records of the Respondents that enter into contracts pursuant to this RFP at any time during the contract period and for a period of five years after final payment is made by the County.
- 2.10. The County, the State and Federal auditors, as applicable, must be reserved the right to audit the records of the successful Proposer related to this RFP at any time during the contract period and for a period of five (5) years after final payment is made. The successful Proposer shall provide copies of any records related to contracts entered in connection with this RFP upon request.
- 2.11. Pay fees and other compensation computed in accordance with a fee schedule to be incorporated in the contract.

3. PUBLIC RECORD:

3.1. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

**COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

3.2. Firm agrees to comply with public records laws, specifically to:

- 3.2.1. Keep and maintain public records required by the County to perform the services set forth herein.
- 3.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- 3.2.3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the Firm does not transfer the records to the County.
- 3.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Firm or keep and maintain public records required by the County to perform the services set forth herein. If the Firm transfers all public records to the County upon completion of the contract, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the contract, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

4. DOCUMENTS OR PHOTOGRAPHS:

- 4.1. The Firm will be prohibited from publishing or releasing any information related to the requested services without the prior written permission from the County, except as allowed by law.
- 4.2. All reports or documents resulting from the ensuing contract will remain the sole property of the County.
- 4.3. Agree that all data, reports, specifications, ordinances, and other work products collected or developed by the Respondent will become the property of the County without restrictions or limitations and shall be made available at any time upon request to the County.
- 4.4. Except as otherwise required by law, Respondents shall provide copies of any records related to contract solely at the cost of reproduction.

5. COMPLIANCE(S): By submission of a proposal the proposer acknowledges and certifies compliance with the items stated herein.

Compliance with Florida Statutes Sections 287.087, on Drug Free Workplace, 287.133(2)(a), on Public Entity Crimes, and 287.134, on Discrimination and Section 287.135, Florida Statutes, prohibiting contracting with

scrutinized companies, is required. The Proposer certifies by submittal of a Proposal to agree to these requirements.

CERTIFICATIONS OF COMPLIANCE WITH REFERENCED STATUTES ARE INCLUDED IN THE FORMS SECTION, AND MUST BE SIGNED AND NOTARIZED AND INCLUDED WITH THE PROPOSAL SUBMITTAL.

- 5.1. **E-Verify Program:** Each response must contain proof of enrollment in the U.S. Department of Homeland Security's E-Verify system. The successful Respondent shall verify the employment eligibility of all employees including new employees hired by the Respondent during the term of the contract, which will expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees including new employees hired during the contract term.
 - 5.2. **Indemnification Clause:** The following "Statement of Indemnification" will be incorporated in the contract entered in connection with this RFP.

"The CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONSULTANT agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement."
 - 5.3. **Sales and Use Tax:** The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida law of the successful Proposer and its material suppliers.
 - 5.4. **Board policy prohibits** any County employee or members of an employee's family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00.
6. COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Proposers must disclose the name of any officer, director or agent who is also an employee of the County, or any of the public entities which will receive services related to this solicitation. All Proposers must disclose the name of any employee of the entities named in the preceding sentence who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.
7. PROPOSER/RESPONDENT:
- 7.1. Respondents must be an individual, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering, surveying or mapping in the State of Florida.
 - 7.2. Successful Respondents shall not be allowed to substitute partnership or team members named in its response without the prior written permission of the County.
 - 7.3. The successful Respondents shall submit proof of Florida licenses and/or certifications as required by the County and State.
 - 7.4. Qualified vendors who will not be responding to this RFP are requested to notify the County and indicate why they are not proposing.
 - 7.5. Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability, on the part of the Proposer, to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Proposer from its obligation to honor its proposal and to perform

completely in accordance with its proposal. It shall be the Proposer's responsibility to educate themselves of the applicable laws, rules and regulations.

- 7.6. If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is issued and may be further disqualified from bidding/proposing on any future requests for work, goods, or services for the County.
- 7.7. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFP, the prevailing party will be entitled to recover attorney's fees and costs, including attorney's fees and costs through appellate proceedings. Venue is in Highlands County, Florida.
- 7.8. **Litigation, Suspension or Debarment:** Disclose any litigation within the last 5 years, any suspension or debarment of the Proposer or their agent, person, or entity is required for County review. Non-disclosure of litigation, suspension or debarment may be considered in the award of the contract.
- 7.9. **Anti-Lobbing:** Proposers, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the Designated Purchasing Contact listed on the cover of this RFP for additional information and clarification.

8. PREPARATION OF PROPOSAL:

- 8.1. Proposals are due and must be received in accordance with the instructions given in the invitation page and any subsequent Addenda, if applicable.
- 8.2. Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer to the performance of services contemplated by this RFP.
- 8.3. The Proposer is solely responsible for all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer, as a result of this solicitation and subsequent evaluation process.
- 8.4. Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Proposal. Neither the County nor its representatives shall be responsible for any error or omission in the Proposals submitted, nor for the failure on the part of the Proposers to determine the full extent of the exposures.
- 8.5. E-mailed and faxed Proposals will not be accepted.
- 8.6. Any blank spaces on the required Proposal form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.
- 8.7. Proposer is to ensure that all licenses, certifications and other requested documentation is included with their submission. Such as, but not limited to, Minority Owned and Women Owned business certificate, professional license or certification(s.)
- 8.8. The County is not responsible for correcting any errors or typos made on the Proposal. Incorrect calculations or errors may cause the Proposal to be declared non-responsive.
- 8.9. Only one Proposal per RFP or "category", as applicable, shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.

9. REQUEST FOR INFORMATION (RFI)/ADDENDA:

- 9.1. Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the Purchasing Designated Contact prior to the RFI deadline time and date listed on the cover page.
- 9.2. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Department.
 - 9.2.1. Official documents are posted and available for download on the County's website, www.highlandsfl.gov and www.VendorRegistry.com. Information obtained from other locations may not be complete and/or accurate.
 - 9.2.2. Any oral or other type of communication concerning this RFP shall not be binding.

- 9.3. All pages included in or attached by reference to this RFP shall be called and constitute the Request for Proposals as stated on the front page of this RFP.
 - 9.4. It is the sole responsibility of the Proposer to check the website for Addendums.
 - 9.5. Proposers must acknowledge receipt of Addendums by completing the respective section on the bid/proposal submittal form.
 - 9.6. In this RFP the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Department will supplement this RFP document with Addendums.
10. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF SERVICES: No exceptions to the scope of services will be authorized.
11. JOINT PROPOSALS:
- 11.1. In the event multiple vendors submit a joint Proposal in response to this solicitation, a single Proposer shall be identified as Primary Proposer. The Primary Proposer must include the name, address and contact information of all parties of the joint Proposal. Primary Proposer shall provide all insurance requirements, execute any contract, sign the Proposal and have overall and complete accountability to resolve any dispute arising within the contract. Only a single contract with one Proposer will be acceptable. Invoices will be accepted from and paid only to the Primary Proposer. Primary Proposer shall remain responsible for performing services associated with Proposal made in response to this RFP.
12. RESPONSES RECEIVED LATE
- 12.1. It shall be the Proposer's sole responsibility to deliver the sealed proposal submission to the Highlands County Purchasing Division prior to or on the time and date stated.
 - 12.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the Proposer's request and expense.
 - 12.3. The County shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
13. SELECTION PROCEDURE:
- 13.1. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.
 - 13.2. Award will be made to the Proposers whose Proposal is determined to be the most advantageous to the County, taking into consideration those Proposals in compliance with the requirements as set forth in this RFP. The County reserves the right to reject any and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposers.
14. TIE BREAKER: In case of a tie in ranking, the award will be made as follows:
- 14.1. **Step 1:** The Proposer that has the highest number of number 1 rankings shall be deemed ranked as the higher Proposer.
 - 14.2. **Step 2:** Upon completion of step 1, if a tie still exists the Proposer with the highest number of 2nd place rankings shall be the higher ranked Proposer.
 - 14.3. **Step 3:** Upon the completion of steps 1 and 2 should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th highest rank, will be counted until the tie is broken.
 - 14.4. **Step 4:** After the completion of Steps 1 through 3 if a tie still exists a flip of a coin shall determine the highest ranked Proposer.

- 14.5. When the tie breaker is determined, the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 14.6. If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.

15. CONTRACT NEGOTIATIONS AND EXECUTION:

- 15.1. Negotiation of contracts with Respondent will follow the order of score by Evaluation Committee from highest to lowest score. Contract negotiations shall follow the procedures adopted by the Highlands County Board of County Commissioners. The Evaluation Committee may require selected Respondents to submit technical or other additional information related to its response during contract negotiations.
- 15.2. The County reserves the right to award a contract to the Firm deemed in the best interest of the County.
- 15.3. After negotiations, contract will be submitted to the County Administrator and Board Attorney for review prior to submittal to the Board. All reviewed contracts will be placed on a Board of County Commissioners' Agenda for its consideration.
- 15.4. The successful Firm shall enter into a contract that substantially reflects the requirements of this RFP and normal contract terminology. The County reserves the right to waive or adjust any minor inconsistencies between the RFP and the finalized contract and any resulting purchase order entered into pursuant to this RFP.

16. ISSUANCE OF WORK AND LIMITATIONS:

- 16.1. **Authorization of Work:**
 - 16.1.1. Allowable Costs: A determination of allowable costs will be performed for services rendered under any resulting contract from this solicitation.
 - 16.1.2. The County reserves the right to add or remove related services as necessary.

17. CONTRACT REQUIREMENTS:

Firm contracting with the County shall:

- 17.1. **License/Certification:** Perform all professional services to current professional standards of the applicable discipline.
- 17.2. **Personnel:**
 - 17.2.1. Maintain an adequate staff of qualified personnel.
 - 17.2.2. Not subcontract, assign or transfer any work under any contract without the written approval of the County.
- 17.3. **Standard of Work:**
 - 17.3.1. Ensure that all work meets all current federal, state, and local laws, regulations, and ordinances applicable to the work.
 - 17.3.2. If, at any time during the contract term, the service performed, or work done by the Firm is considered by Highlands County to create a condition that threatens the health, safety, or welfare of the community, the Firm shall, on being notified by Highlands County, immediately correct such deficient service or work. In the event the Firm fails, after notice, to correct the deficient service or work immediately, Highlands County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Firm.
- 17.4. **Coordination of Work:**
 - 17.4.1. Cooperate fully with the County in the scheduling and coordination of all aspects of the service.
 - 17.4.2. Report the status of the service to the County upon request and hold pertinent data, calculations, field notes, and records open to the inspection of the County and its authorized agents at any time.
- 17.5. **Change in Scope:**
 - 17.5.1. Perform any additional work required for a particular change order approved by the County.
 - 17.5.2. Have approval from the County in writing prior to commencement of any change order.

- 17.6. **Assignment of Contract:** The selected Proposer shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this RFP unless permission is first given by the County. All matters dealing with these actions must be conducted in written format.
- 17.7. **ADA Compliance:** The Contract will provide that any ADA or work conditions complaints against the Contractor will be processed through the County's Human Resources Department and are to be corrected within five (5) business days. Written response to the Human Resources Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.

18. TERMINATION

- 18.1. Any contract entered into pursuant to this RFP may be terminated by the Respondent upon 30 days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the contract through no fault of the Respondent. It may also be terminated by the County with or without cause upon 7 days written notice to the Respondent. Unless the Respondent is in breach of the Contract, the Respondent shall be paid for services rendered to the County through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the County, the Respondent shall.
- 18.1.1. Stop work on the date and to the extent specified.
 - 18.1.2. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
 - 18.1.3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
- 18.2. Continue and complete all parts of the work that have not been terminated.
- 18.3. The County reserves the right to cancel and terminate any contract entered into pursuant to this RFP in the event the Respondent or any employee or agent of the Respondent is convicted of any crime arising out of or in conjunction with any work being performed by the Respondent for or on behalf of the County. The County reserves the right to suspend the qualifications of the Respondent to do business with the County upon any such conviction. The County reserves the right to terminate any contract entered into pursuant to this RFP in the event the Respondent is placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of Respondent's creditors. Upon termination of any contract entered into pursuant to this RFP, all tracings, plans, specifications, computer files, maps, and data prepared or obtained under that contract shall be immediately turned over to the County by Respondent.

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SECTION 2 INSURANCE

Unless otherwise stated in the specifications/Scope of Services or Special Conditions, the following Minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:

1. **COMMERCIAL GENERAL LIABILITY INSURANCE: Occurrence Form Required:** The Firm shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this RFP in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Firms, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
2. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:** The Firm shall have and maintain automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
3. **WORKERS' COMPENSATION INSURANCE:** The Firm shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
4. **PROFESSIONAL LIMITED LIABILITY INSURANCE:** The Firm shall have and maintain professional liability insurance with a limit not less than \$2,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the contract entered into in connection with this RFP.
5. **MALPRACTICE INSURANCE REQUIREMENTS:**
Contractor shall purchase and maintain medical malpractice/errors and omissions insurance with minimum limits of \$3,000,000 per occurrence. If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage. Contractor is responsible for the amount of any deductible or self-insured retention.
6. **SPECIAL REQUIREMENTS / EVIDENCE OF INSURANCE:**
 - 6.1. A copy of the Proposer's current certificate of insurance MUST be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work requested in this RFP. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
 - 6.1.1. **"Highlands County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability."**

- 6.1.2. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. Highlands County will be given notice prior to cancellation or modification of any stipulated insurance.
- In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
 - Such notification will be in writing by registered mail, return receipt requested, and addressed to the Purchasing Manager, 600 S. Commerce Avenue, Sebring, FL 33870.
- 6.1.3. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. The Certificate of Insurance shall confirm in writing that these provisions apply.
- 6.2. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
- 6.3. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an AM Best financial strength rating of no less than "A- Excellent: FSC VII.
- 6.4. The Firm shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFP. The County reserves the right to require Firm to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
- 6.5. Renewal:
- 6.5.1. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
- 6.5.2. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870-3809.

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SECTION 3 SPECIAL TERMS AND CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in or are revising the County's standard General Terms and Conditions or the Scope of Work.

1. BASIS OF AWARD:

- 1.1. The County shall award to the top ranked, responsive and responsible Proposer whose Proposal is determined to be the most advantageous to the County. Evaluation of the Proposals shall be based on the evaluation factors set forth in this RFP and any other relevant information obtained through the evaluation process. The County reserves the right to award to a Primary and Secondary provider to ensure the County needs are met in a timely manner.

2. QUALIFICATIONS:

- 2.1. Licensed in the state of Florida for specified work through Department of Business and Professional Regulation, firm/individual registered to do business with Division of Corporations. Provide www.Sunbiz.org print-out for your firm.
- 2.2. The successful Proposer's physician and/or medical director shall be board certified with a minimum of three (3) years experience. Provide a copy of the Board Certificate.
- 2.3. Attending Physicians must be board certified and registered to practice in the State of Florida. Provide a copy of the State of Florida license.
- 2.4. Medical Technicians performing tests must be certified. Provide copies of Certificate(s)
- 2.5. If Proposer is registered as a Business Entity, proof of a minimum of three (3) years under the same business name must be shown. A Sunbiz.org print out will be utilized to establish number of years in business under the same name.

3. TERMS OF CONTRACT

This agreement shall become effective upon bilateral execution of a contract that may result from this solicitation.

- 3.1. The initial contract period to commence upon execution of the Agreement for three (3) years and may be renewed once for three (3) additional years at the discretion of the Contractor and the Highlands County Board of County Commissioners' Purchasing Manager.
- 3.2. Rates remain fixed for the first year; however, a price escalation or reduction may be requested by the successful Proposer or the County, to the price of items annually, if applicable. A Price Adjustment Clause is included in the RFP.
- 3.3. Highlands County's fiscal year runs from October 1st through September 30th. In order to align service delivery with the fiscal year period, the successful Proposer will be expected to perform the annual physicals each year.
- 3.4. Any proposed change in this contract shall be submitted to the Purchasing Department for prior approval and then will make the change by a contract modification. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.
- 3.5. Work shall commence after issuance of a Purchase Order or after receipt of a "Notice to Proceed".

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SECTION 4 SCOPE OF SERVICES

1. OVERVIEW / PURPOSE OF THIS SOLICITATION

1.1. Highlands County is requesting proposals from Board Certified Physicians to provide annual firefighter physical examinations/screenings to Highlands County Emergency Operation employees, volunteers, and hazmat team members. The medical requirements are based on National Fire Protection Association (NFPA) 1582 and on in-depth consideration of essential functions. These essential functions are what members are expected to perform at emergency incidents and are derived from the performance objectives stated in NFPA 1001, Standard for Firefighting Professional Qualifications. Specifications have been prepared and are included herein. The successful Proposer (hereinafter called "Contractor") shall execute an appropriate contract with Highlands County.

The successful Proposer shall provide physical exams to Highlands County Emergency Operations on an annual basis. The medical requirements are based on National Fire Protection Association (NFPA) 1582 and on in-depth consideration of essential functions. These essential functions are what members are expected to perform at emergency incidents and are derived from the performance objectives stated in NFPA 1001, Standard for Fire Fighter Professional Qualifications.

Cancer rates among firefighters are above the national rates of the civilian population due to their increased exposures to hazardous substances. Due to this increased risk, screening for prostate and colon cancers is added to the yearly physical examinations for firefighters age 40 and older. Firefighters that are members of the HazMat team are at even greater risk due to their possible exposure to chemicals. Additional screening for various types of metals are added to these firefighters' yearly physical examinations.

For the purpose of conducting a medical examination, a physician should have an understanding on the environmental, physical, and psychological demands placed on firefighters on a daily basis. Additionally, physicians performing physical examinations on firefighters should have an understanding of NPFA 1582 standards.

Currently, there are approximately one-hundred (100) Firefighters in Highlands County, twenty (20) of the one-hundred (100) are designated as part of the HazMat team. There is an additional one hundred-twenty (120) that are Volunteers.

- 1.2. Vendor's must comply with Highlands County Ordinances, codes, rules and regulations, Florida law, and the requirements of any and all governmental agencies which have jurisdiction over the work being performed.
- 1.3. The successful Proposer's Project Mangers and/or Supervisors shall have excellent communication skills and be capable of directing the coordinating with the designated County Staff.
- 1.4. Shall be able to complete and return full duty medical evaluations.

2. INVOICING / COMPENSATION

Contractor shall submit invoices for services rendered to the County Emergency Operations Center on a monthly basis, no later than five (5) working days at the end of each month. Each invoice shall set forth the number of examinations completed by the Contractor's employees during the month and the total amount due to Contractor and names of individuals that received physicals. The County shall pay each invoice within thirty (30) days after the invoice is submitted, with all required supporting documentation.

3. PERFORMANCE

The Vendor shall be prepared to start providing services within 14 days after Board approval of the signed contract. Failure to complete the work as scheduled will result in written notice to the Contractor terminating its right to proceed as to the whole or any part of the contract. Should the vendor be unable to supply services within a reasonable timeframe or refuse to supply service, County is forced to do the work with services bought from a different Contractor, the difference in the contracted price of the services and that paid the new vendor, in order to do the work, shall be charged to and paid for by the contracted vendor holding the proposal award for these services.

Contractor shall not, however, be responsible for delays in service due to:

- Strikes
- Acts of God
- Fire

Provided the Highlands County Purchasing Manager is notified in writing by the Contractor of such pending or actual delay. In the event of any delay, the date of service completion shall be extended for a period equal to the time lost due to the reason for the delay.

- 3.1. To provide an adequate number of personnel specifically trained, experienced and licensed in all areas of the project.
- 3.2. The County reserves the right to direct the successful Proposer to rearrange work schedules or annual work plan to meet the immediate needs of the County. This shall include weekend work and staffing.

4. LICENSES / PERMITS

All fees, insurance, permits, certifications, and licenses are the responsibility of the Contractor and shall be included in the contract price. Any of the Contractor's personnel who perform services shall be lawfully licensed and certified.

5. INDEPENDENT CONTRACTOR

Contractor shall act solely as an independent contractor and nothing shall be construed to give Contractor the power or authority to act for, bind, or commit the County. Nothing herein shall be construed to create the relationship of employer and employee, partnership, principal or agent or joint venture between the County and Contractor. Contractor's employees are not entitled to any of County's employee benefits. Contractor shall pay all salaries, wages, benefits, payroll and other taxes for all of Contractor's employees' services in connection with this RFP. Contractor shall carry worker's compensation insurance and shall be responsible for all obligations, reports and deductions required by federal, state and local law. In the event of an accident involving a Contractor employee, that employee will file claims with Contractor.

6. All prospective firefighter candidates start with a pre-employment or pre-volunteer physical in order to establish a baseline and determine the candidate's ability to perform the duties of a firefighter. For the purpose of conducting a medical examination, a physician should have an understanding of the environmental, physical and psychological demands placed on firefighters on a daily basis. Additionally, physician performing physical examinations on firefighters should have an understanding of NFPA 1852. These essential functions are what members are expected to perform at emergency incidents and are derived from the performance objectives stated in NFPA 1001, Standard for Fire Fighter Professional Qualifications. When making his/her assessment of candidate/personnel's ability to perform the job, the factors the physician needs to take into consideration includes but are not limited to:

1	Operating both as a member of a team and independently at incidents of uncertain duration.
2	Spending extensive time outside exposed to the elements.
3	Tolerating extreme fluctuations in temperature while performing duties. Firefighters are often required to perform physically demanding work in hot (up to 400°F); humid (up to 100%) atmospheres while wearing equipment that significantly impairs body-cooling mechanisms.
4	Experiencing frequent transition from hot to cold and from humid to dry atmosphere.
5	Working in wet or muddy areas.
6	Performing a variety of tasks on slippery, hazardous surfaces such as on rooftops or from ladders.

7	Working in areas where sustaining traumatic or thermal injuries is possible.
8	Facing exposure to carcinogenic dusts, such as asbestos, toxic substances such as hydrogen cyanide, acids, carbon monoxide, or organic solvents, either through inhalation or skin contact.
9	Facing exposure to infectious agents such as Hepatitis or HIV.
10	Wearing personal protective equipment (PPE) that weighs approximately 50lbs while performing firefighting tasks.
11	Performing physically demanding work while wearing positive-pressure breathing equipment.
12	Performing complex tasks during life-threatening emergencies.
13	Working for long periods of time requiring sustained physical activity and intense concentration.
14	Facing life-or-death decisions during emergency conditions.
15	Being exposed to grotesque sights and smells associated with major trauma and burn victims.
16	Making rapid transitions from rest to near-maximal exertion without warm-up periods. Operating in environments of high noise, poor visibility, limited mobility, at heights, and in enclosed or confined spaces.
17	Using manual and power tools in the performance of duties.
18	Relying on senses of sight, hearing, smells, and touch to help determine the nature of the emergency, maintain personal safety, and to make critical decisions in a confused, chaotic, and potentially life-threatening environment throughout the duration of the operation.

A comprehensive medical examination to include a health risk assessment, a complete medical history review to determine any health conditions that would prevent, or could be aggravated by, performing the duties of the position, including but not limited to, the ability to carry equipment, wear protective equipment/clothing and meet the physical and psychological demands of the firefighter position. This medical history shall also include any significant changes, job related exposures and new symptoms since the previous physical. The Annual Exams shall meet the recommendations of the latest NFPA 1582 adopted by the State of Florida, shall be given by a physician, surgeon, or physician assistant licensed to practice in the State of Florida pursuant to Chapter 458, F.S.; an osteopathic physician, surgeon, or physician assistant licensed to practice in the State of Florida pursuant to Chapter 459, F.S.; or an advanced registered nurse practitioner licensed to practice in the State of Florida pursuant to Chapter 464, F.S. An individual shall receive this examination within six months of the scheduled starting date of the firefighting program. Without a completed DFS-K4-1022, an individual will not be allowed to attend training or test for certification.

7. The Physical examination must meet the following standards:

- 7.1. Compliance with NFPA 1582 Standards (current edition) (adopted by the State of Florida)
- 7.2. Attending Physicians must be board certified and registered to practice in the State of Florida
- 7.3. Medical Technicians performing tests must be certified.

8. REPORTING

8.1. A copy of the complete examination and test results must be provided to Highlands County Emergency Operations. A Fit-for-Duty exam report stating whether the employee is medically fit to perform the essential duties of a firefighter and provide results of Hepatitis titers/Screenings, must be provided for each employee within 14 days of the exam. If the employee is found to be unfit for duty, the County shall be notified by phone within twenty-four (24) hours of the exam and provided a written notification with three (3) days of any tests that reveal conditions that could place the employee or teams in immediate danger by continuing unrestricted duty.

The final evaluation shall be reviewed and signed by a licensed Physician.

The successful Proposer shall provide a 30-year medical retention system for personnel covered under the contract.

The successful Proposer shall meet mandated confidentiality requirements, regulations, and laws; Health Insurance Portability and Accountability Act (HIPPA).

9. SUBCONTRACTING

9.1. Subcontracting and/or assigning of any, and/or all, portions of this agreement are subject to County review and approval. The successful Proposer shall perform required services through its own employees and volunteers or subcontractors. The successful Proposer shall include the subcontractor's name, location, equipment, and personnel with the proposal submission.

10. MEDICAL LABORATORY

10.1. The medical laboratory shall meet all equipment, location and personnel requirements as established by the Department of Transportation regulations (49 CFR 40, 59, FR 4300, as amended) and be properly licensed. The successful Proposer shall provide a facility and certified technicians to collect blood and urine specimens.

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SECTION 5 PROPOSAL PREPARATION

1. The proposal must name all persons or entities interested in the proposals as principals of the Project Team. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
2. Any questions regarding a project or submittal shall be **directed to the County Purchasing Designated Contact identified on the cover page**. There shall not be any contact between a Proposer and any member of the County Commission, County Administrator, or County staff regarding the project or proposal submitted by any Proposer. Any Proposer contacting any member of the County Commission, County Administrator, or County staff regarding a submitted proposal is subject to sanctions up to and including having the County disqualify that firm's submittal.

3. PROPOSAL FORMAT / REQUIREMENTS

Firms shall prepare their proposals using the format outlined in this section and in conjunction with the Evaluation Form.

Proposers shall include the following information in their written proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

Tab A Introduction

---(MAXIMUM 0 POINTS)

1. Executive Overview / Transmittal Letter

Title Page: Title Page shall show the Request for Proposal's subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

Transmittal Letter: The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the Proposer to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP.

2. **Table of Contents** The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.
3. **Certification Forms as shown in Section 10.**

Tab B Relevant Experience & Capabilities

---(MAXIMUM 40 POINTS)

- a. Description and history of firm. Name of medical firm, location, telephone and fax number.
- b. Number of years your medical firm has been in business under its current name.
- c. Number of years your medical firm has offered physical assessment services.

Experience and Ability of Staff

- a. List the number of medical and clerical staff members currently employed at the location where the physical examinations will be performed and how many of these employees are on duty at all times of operations when physical examinations are performed.
- b. Provide the hours of operation for the facility to provide the physical examinations and the average expected time to complete an entire physical examination. Please be as specific as possible for the different examinations.
- c. Provide a sample report that shows complete results of the physical assessment and testing that your medical firm would provide both the Firefighter and the Emergency Operations Center (EOC).
- d. **Licensing Credentials** Submit copy of medical license for the physician and all other licensed professionals who will be providing services

Tab C Current and Projected Workload/Schedule

---(MAXIMUM 5 POINTS)

- a. Current workload versus capacity of firm.
- b. Listing of all existing contracts in place at this time and any future possible contracts within the next six months.
- c. State the maximum number of business days for an appointment to be scheduled. It is acceptable to provide a busy season vs. slow season breakdown, as long as it's made clear which of the months are considered which category.

Tab D Reference Letters

---(MAXIMUM 5 POINTS)

Provide not less than three (3) reference letters from clients for which the firm has performed similar work. The following information must be provided for each reference: name of organization, contact persons, address, telephone numbers and email address.

Tab E Classification

---(MAXIMUM 5 POINTS)

Local Preference, Certified Minority / Women owned business certification may be by State, Federal, County or Local Government. The Federal definition of MBE / WBE must be met. Consideration of Minority, Women or Disadvantaged Business Enterprise in compliance with 24-CFR. In order to receive points for this classification, a copy of their classifications certificate must be included in the proposal. The Primary Proposer must be the certificate holder.

Tab F Location / Accessibility

---(MAXIMUM 15 POINTS)

State the Proposer's firm's location and accessibility during the contract. MOBILE ON-SITE: Describe ability to provide on-site examinations, as applicable.

Tab G Price Proposal

---(MAXIMUM 30 POINTS)

Use the Excel Spreadsheet shown as Exhibits A, B & C to provide your pricing.

-END OF SECTION-

SECTION 6 SELECTION PROCESS

1. Each Proposer must fully respond to the RFP criteria's and provide all necessary documentation to fully demonstrate the Proposer's capabilities and qualifications. Failure to supply the required documentation will be grounds for rejection of bid.

Each work Committee member shall perform their own independent ranking based on the evaluation criteria. After receipt and review of the proposals and at the discretion of the Evaluation Committee, proposers may be asked to give short presentations/ interviews as part of the selection and ranking process. The selection process shall be open to the public and records shall be maintained in accordance with Florida's records retention requirements.

Negotiations for a contract may follow based on the award recommendation. Committee Members are not to be solicited. Questions, comments should be in writing, directed to the Purchasing Designated Contact named on the cover page of this RFP.

2. **EVALUATION CRITERIA:** Proposals will be reviewed and evaluated based on the format and content outlined in this RFP.

3. **PRESENTATIONS** *(If Requested by Committee)*

After preliminary scoring based on the above criteria, presentations/interviews as part of the evaluation process may or may not be requested by the Evaluation Committee. The Committee may invite all or only the top scoring Proposers to provide a presentation (based on preliminary evaluation). The Presentations/interview are scheduled as noted in the solicitation. If the schedule changes, a two (2) week notice will be given to the Proposers invited to give presentations. Presentations by Proposers should include the key personnel that will be responsible for the County contract and services. Following the presentation, if required, the shortlisted firms will be ranked.

SECTION 7 SAMPLE EVALUATION SCORE SHEET

TAB	EVALUATION CRITERIA	MAXIMUM POINTS
A	Introduction	0 max.
B	Relevant Experience & Capabilities, Experience and Ability of Staff	40 max.
C	Current & Projected Workload/Schedule	5 max.
D	Reference Letters	5 max.
E	Classification	5 max.
F	Location/Accessibility	15 max.
G	Price Proposal (Excel Spreadsheet Exhibits A, B & C)	30 max.
TOTAL EVALUATION		100

SECTION 8 TENTATIVE SCHEDULE

DATE	TIME	EVENT
March 11, 2023		First Advertisement
March 18, 2023		Second Advertisement
None Scheduled		Pre-Proposal Meeting
March 31, 2023	5:00 P.M.	Deadline to submit questions (RFI's)
April 13, 2023	3:30 P.M.	Proposal due date
April 27, 2023	1:30 P.M.	Evaluation 1* Review/Scoring of Proposals by the Evaluation Committee
May 11, 2023	1:30 P.M.	Evaluation 2* Presentations / Interviews (if required, at the discretion of the Evaluation Committee)
May 12, 2023		Anticipated award date
June 20, 2023		Anticipated contract consideration by the Board
		<i>*EVALUATION MEETINGS to be held at the Annex Building 505 S Commerce Ave, 2nd Floor, Sebring FL 33870 unless otherwise stated.</i>
		<i>*Dates are subject to change</i>

SECTION 9 CONTRACT

The County will negotiate a contract with successful firm(s).

SECTION 10 CERTIFICATION FORMS

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County’s Form may result in the submission being declared non-responsive by the County.

The list of forms below is meant only as a guide. It is the Proposer’s responsibility to review and include all requested and required documentation.

Forms		
LOCAL COMPLIANCE FORMS		
Proposal Form, include acknowledgement of all addenda, signed Insert Excel Itemized Bid Form	YES	NO
Drug-Free Workplace Certification	YES	NO
Public Entity Crimes Sworn Statement	YES	NO
Discrimination Certification	YES	NO
Scrutinized Companies Certification	YES	NO
E Verify Certification	YES	NO
Local Preference Affidavit of Eligibility, if applicable	YES	NO
Sub-Contractor List	YES	NO
Price Adjustment Form	YES	NO
MISCELANEOUS DOCUMENTATION		
Tabs A-G requested information	YES	NO
Sunbiz.org Print out for Proposer FEI/EIN Number	YES	NO
Acord Insurance Form (sample copy from proposer)	YES	NO
Other Licenses, Certifications	YES	NO
Submittal Label – if submittal is sent by mail- not required with electronic submittal		

PROPOSAL SUBMITTAL FORM

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

SOLICITATION IDENTIFICATION: **RFP 22-026-LLK**
 SOLICITATION NAME: **Firefighter Physicals**

PROPOSAL SUBMITTED BY:

 Proposer's Name

 Proposer's Authorized Representative's Name and Title

 Proposer's Address 1

 Proposer's Address 2

 Contact's Name and Title (Print)

 Contact's E-mail Address

 Contact's Phone Number

 Dun's Number

 Employer Identification Number/Federal Employer Identification

ACKNOWLEDGEMENT OF ADENDA Proposer represents that:

- It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.
- Proposer has examined and carefully studied this RFP and the following Addenda (receipt of all which is hereby acknowledged):

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

1. **PRICE SHEET:** Insert, in this location, a printed copy of the completed Excel "Itemized Bid Form" within your Bid Submission. Make sure to include all three (3) tabs within the Excel spreadsheet (Exhibits: A. Physical, B. Hazmat, and C. Fitness) The electronic submission is to be an all-inclusive Adobe document. Additionally, provide in an unlocked, unrestricted Excel file labeled "**22-026 Bidder Name-Bid Form**" containing the Excel Exhibits A.,B., & C.

By signature below, Proposer hereby acknowledges RFP 22-026 Itemized Quote form (Excel) shall be incorporated here in.

PROPOSAL FORM

CERTIFICATION: By submitting a Proposal, the Proposer affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other person(s) or over the County. The signature below, by an authorized representative and hereby affirm they have read and understand the solicitation requirements.

SUBMITTED ON: _____ 20 _____

PROPOSER NAME: _____

SIGNATURE: _____
Proposer's Authorized Representative (Seal)

PRINTED NAME: _____

TITLE: _____

-Remainder of page intentionally left blank-

DRUG FREE WORKPLACE FORM

CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ___/___/___

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20___, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

STATE OF FLORIDA }ss

COUNTY OF _____ }

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of bidder or contractor), is _____

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: _____

Print Name: _____

Print Title: _____

On ____ day of _____, 20 ____.

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me in the State and County first mentioned above on the _____ day of _____, 20 ____.

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

DISCRIMINATION FORM

CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC
ENTITIES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as
"Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by
the Department of Management Services.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON
DELIVERY, A PUBLIC RECORD.**

Print Name: _____ Date: ___/___/___

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20___, by
_____, as _____, the duly authorized officer of
_____, on its behalf, who is either personally known to me [] or has produced
_____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

SCRUTINIZED COMPANY FORM

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes, is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, and that it does not have business operations in Cuba or Syria.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20__, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____

Notary Public, State of Florida

Commission No. _____

My Commission Expires: _____

E-VERIFY FORM

CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ___/___/___

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20___, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted to HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by [Redacted] [Print individual's name and title]
for [Redacted] [Print name of Company/Individual submitting sworn statement]

Whose business address is
(If applicable) its Federal Employer Identification Number (FEIN) is
(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement):

2. LOCAL PREFERENCE ELIGIBILITY

- A. Vendor/Individual has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotation, competitive bids or request for proposals by the County. YES NO
B. Vendor/Individual holds business license required by the County, and/or if applicable, the Municipalities: YES NO
C. Vendor/Individual employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County. YES NO

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE CONSIDERED PUBLIC RECORD.

[Signature and Date]

STATE OF
COUNTY OF

Subscribed and sworn before me, the undersigned notary public on this day of , 20.

NOTARY PUBLIC SEAL Commission Expiration Date



SUB-CONTRACTOR LIST

Sub-contractor Name	Area of Work	Point of Contact or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

Include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. For bidding purposes enter “TBD” (to be determined) for sub-contractor name, if unknown, then complete “Area of Work and Amount or Percentage” sections. Sub-contractor(s) are subject to approval by the County. **If sub-contractors qualify as Disadvantaged Business Enterprise (DBE) contractors attach a current certificate.**

PRICE ADJUSTMENT CLAUSE

STATEMENT OF ISSUE: The commodity(s) or services represented in the attached Invitation to Bid may be considered volatile price item(s) which may show drastic swings in price and availability during the contract period. In consideration, the COUNTY is including this price adjustment clause in the solicitation to encourage adequate competition and fair pricing on the (estimated) indefinite quantity requirement and to discourage padding or hedging prices.

The COUNTY's price adjustment criteria are as follows:

VENDOR shall agree that submitted pricing **will be held firm for the first three (3) year period from the Recommendation for Award**. A price escalation or reduction may be requested by the VENDOR or the COUNTY, to the price of all items. The COUNTY may, in its sole discretion, accept an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the VENDOR's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, (4) the volatility so affects the VENDOR that continued performance of the Contract would result in a substantial loss and (5) No price adjustment will be approved to compensate a vendor for inefficiency or for errors or omissions in judgment or for additional profit.

Requests from the VENDOR for price adjustments shall be RECEIVED IN WRITING (via email or mail) and are subject to County Board approval (if applicable) and executed contract amendment before becoming effective. Failure to reach agreement for a price adjustment may, at the sole option of the COUNTY, result in the termination of the Agreement for cause.

Official VERIFIABLE documentation of such changes SHALL be provided with the request for price adjustment in order to substantiate any requested change. The COUNTY reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US CITY Average, as published by the US Department of Labor, Bureau of Labor Statistics). The COUNTY also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party.

As an authorized representative of the company listed below, I fully understand, accept, and agree to abide by the procedures denoted in this price adjustment clause.

VENDOR NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____ DATE _____

SUBMIT ELECTRONCALLY OR BY MAIL- IF By MAIL, Please USE SEALED PROPOSAL LABEL

Cut along the outer border and affix this label to your sealed submission envelope/box to identify it as a "Sealed Bid/Proposal"

Deliver to: Highlands County Purchasing Department
600 S. Commerce Ave., 2nd Floor
Sebring, FL 33870
Contact Information: Lori Krinke, Purchasing Analyst
(863) 402-6528

PLEASE PRINT CLEARLY



**SEALED BID/PROPOSAL DOCUMENTS
• DO NOT OPEN •**

SOLICITATION NO.: **RFP 22-026-LLK**

SOLICITATION TITLE: **Firefighter Physicals**

DATE DUE: **Thursday, April, 13, 2023**

TIME DUE: **Prior to: 3:30 PM**

SUBMITTED BY: _____

(Name of Company)

e-mail address

Telephone

DELIVER TO:

Highlands County Board of County Commissioners
Attn: Purchasing Department, 2nd Floor Lori Krinke
600 South Commerce Avenue
Sebring, Florida 33870



Note: submissions received after the time and date above will not be accepted.

Notice: The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda. It is the sole responsibility of the Contractor/Vendor to monitor the County webpage for any updates. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date to match any updates to this date that have been published via Addenda.