

### HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS Purchasing Department

600 S. Commerce Ave. Sebring, FL 33870 (863) 402-6500 Purchasing Main Line Purchasing Contact: Lori DeLoach, Purchasing Manager (863) 402-6504, Direct Line

## **REQUEST FOR PROPOSAL**

## **RFP No: 22-007 Emergency Ambulatory Services**

- xPre-Solicitation Meeting:None Scheduled for this solicitationLocation:N/A
- ✓ Request for Information April 18, 2022 prior to 5:00 PM Deadline:
- ✓ Submission Deadline: Friday May 2, 2022, prior to 3:30 PM

Advertised Date: March 30, 2022, and April 6, 2022



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 22-007 Emergency Ambulatory Services**

Pursuant to Section 287.057, Florida Statutes and the Highlands County Purchasing Manaual, and 2 CFR 200 the Board of County Commissioners, Highlands County, Florida, hereby gives notice that it intends to award a contract(s) for Emergency Ambulatory Services. The contract services will be for a three (3) year term and may be extended upon mutual agreement for additional three (3) years with the approval of the parties. Services may be required as part of an emergency event and compliance with state laws and federal regulations are required.

RFP with criteria, requirements, and other information, may be downloaded from our website: <u>www.highlandsfl.gov</u> under the Purchasing Division and navigating to "Current Solicitations" or on <u>www.vendorregistry.com</u>. Copies of solicitation documents obtained from other sources are not considered official and <u>should not</u> 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 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.

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.

**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., Friday April 29, 2022**, at which time they will be opened. Responses may be submitted by <u>one</u> 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: 22-007-Proposer Name OR

□ <u>Hard Copy submission</u> 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.

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 will <u>not</u> apply to the award of this solicitation.

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

## Table of Contents

REQUEST FOR PROPOSALS (RFP) INVITATION	2
SECTION 1 GENERAL TERMS AND CONDITIONS	5
SECTION 2 INTRODUCTION	
SECTION 3 SCOPE OF SERVICES	
SECTION 4 PROPOSAL FORMAT CRITERIA	
SECTION 5 SELECTION PROCESS AND CRITERIA SECTION 6 SAMPLE EVALUATION SCORE SHEET	
SECTION 7 TENTATIVE SCHEDULE	
SECTION 8 CONTRACT	
SECTION 9 CERTIFICATION FORMS	
PROPOSAL SUMBITTAL FORM	23-24
DRUG FREE WORKPLACE FORM	25
PUBLIC ENTITY CRIMES FORM	
DISCRIMINATION FORM	
SCRUTINIZED COMPANY FORM	
E-VERIFY FORM	
INSURANCE REQUIREMENTS	
FEDERAL CONTRACT PROVISIONS RESTRICTIONS ON LOBBYING FORM	
SEALED PROPOSAL LABEL, if submitted by mail	

#### SECTION I. GENERAL TERMS AND CONDITIONS (Non-CCNA)

- **1.** 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.

#### 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 work. This refinement is not to include any new services not advertised but to allow more specifically the 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 Proposer 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, contracts, or amendments.
- **2.9.** Have the right to audit the records of the Proposers 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 pursuant to any Contract.
- **2.10.** The County, the State and Federal auditors, as applicable, must be reserved the right to audit the records of the awarded 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 awarded Proposer shall provide copies of any records related to contracts entered into 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 contracts.

#### 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.** Proposer 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.
  - 3.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the awarded Proposer or keep and maintain public records required by the County to perform the services set forth herein. If the awarded Proposer transfers all public records to the County upon completion of the contract, the awarded Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records upon completion of the contract, all applicable requirements for retaining public records shall be met. 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.** All Proposals shall become the property of the County.
- **4.2.** The Proposer 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.
- **4.3.** All reports or documents resulting from the ensuing contract will remain the sole property of the County.
- **4.4.** 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.

- **4.5.** 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 into 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 HCBCC, or any of the public entities which will receives 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 perform the described task(s) in the State of Florida.
- **7.2.** Successful Respondents shall <u>not</u> 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.** The failure or omission of the Proposer to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Proposer of any obligation to perform as specified herein. The Proposer understands the intent and purpose thereof and their obligations and will not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of this RFP, or because of any lack of information.
- **7.8.** 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 Bidder/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 individual listed on the cover page 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 (W/MBE) certificate, professional license or certification(s.)
- **8.8.** The County is not responsible for correcting any <u>errors</u> or typos made on the Proposal. Incorrect calculations or errors may cause the Proposal to be declared non-responsive.

#### 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 Cut-off 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, <u>www.highlandsfl.gov</u> and <u>www.VendorRegistry.com</u>. 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 Division will supplement this RFP document with Addendums.
- 10. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: No exceptions to the scope of work 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 one or more of the Proposer(s) 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 and ability of Proposer to provide services required. 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 Proposer.
- **14.** TIE BREAKER: If the County elects to contract with one proposer, in case of a tie in scoring, the award will be made as follows:
  - **14.1. Step 1**: The Proposer that has the highest number of number 1 rankings or the highest number of individual score 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 or the highest number of 2<sup>nd</sup> place individual score 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 or scoring Proposer.

#### **15. CONTRACT NEGOTIATIONS AND EXECUTION:**

**15.1.** Negotiation of contracts with Respondents will follow the order of ranking 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 contracts to one or more proposers if it is deemed in the best interest of the County.
- **15.3.** Procurement and contracting of all Professional Services shall conform to all policies of the Highlands County Board of County Commissioners, County ordinances, codes, and technical standards and State and Federal law and regulations including, but not limited to, as applicable. Those contracts will include provisions required by federal, state or local laws, regulations, ordinances or executive orders and provisions required by policies adopted by the Highlands County Board of County Commissioners.
- **15.4.** After negotiations, contracts 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.
- **15.5.** The successful Respondent 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.

#### **17. CONTRACT REQUIREMENTS:**

Respondents 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 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 theContractor is considered by Highlands County to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, on being notified by Highlands County, immediately correct such deficient service or work. In the event the Contractor 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 Contractor.

#### 17.4. Coordination of Work:

- 17.4.1. Cooperate fully with the County in the scheduling and coordination of all phases of the work.
- 17.4.2. Report the status of the work 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. **Complaints:**

- 17.6.1. The contract will provide that complaints against the Contractor will be processed through the Purchasing Division and are to be corrected within five (5) business days.
- 17.6.2. Written response to the Purchasing Manager is required.
- 17.6.3. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract.
- 17.6.4. Repeat complaints against the Firm may result in termination of contract.
- 17.7. **Assignment of Contract**: The selected Proposer(s) 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.
- 17.8. **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 Firm 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 contracts 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.

#### SECTION 2. INTRODUCTION AND BACKGROUND

#### 1. INTRODUCTION

The Highlands County Board of County Commissioners, hereinafter referred to as "the County," desires to contract for professional services to provide Emergency Ambulatory Services.

Highlands County is preparing for future emergency response by seeking ambulatory services for the transport of special needs and citizens who are unable to transport themselves to shelters or other location during a declared emergency.

a. This solicitation is for the request of pricing for a dedicated vendor(s) ("Contractor") to provide transportation services to a shelter to during the event of an emergency, disaster, or catastrophe. The prices shall include (per trip) rates for <u>Ambulatory</u>, <u>Wheelchair</u> and <u>Stretcher</u> service types within Highlands County.

#### b. INVOICING / COMPENSATION.

- 1. Bidder shall submit an invoice to the Emergency Operations Department.
- 2. Payment(s) shall be made in accordance with the Board's Prompt Payment Policy and the Local Government Prompt Payment Act, Section 218.70, et seq., Florida Statutes.
- 3. The invoice is to include the description, quantity, extended price
- c. <u>PROJECT MANAGER:</u> Latosha Reiss, Emergency Management Manager
  - 2. <u>BASIS OF AWARD</u>: The proposal may be awarded to one or more responsive and responsible bidder(s) determined by the RFP selection process.

The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:

- a. The contract will be utilized on an as-needed basis. No amount purchase is guaranteed upon the execution of an Agreement/Contract.
- b. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
- c. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts. The County reserves the right to obtain commodities or perform services in-house or by any other means it so desires.
- d. All pricing shall be all inclusive to include, but not limited to, licensing, material, labor, travel, shipping, handling or delivery, return and incidentals, as applicable, to provide the service described.
- e. The County reserves the right to add or delete, at any time, and or all material, tasks, locations or services associated with this Agreement/Contract. The County also reserves the right to negotiate additional related services as needed.
- f. Should the item be not available in the timeframe needed from the lowest bidder, the County reserves the right to request from the next lowest until the item is obtained.
- 3. <u>MINIMUM QUALIFICATIONS below are to be provided with the submission package:</u>

a.Registered to do business with the Division of Corporations. A printout from <u>www.Sunbiz.org</u> which provides the Bidder's FEI/EIN, Authorized Persons, and Active Status.

b. Minimum of three (3) years of successful experience for specified work. The "Sunbiz.org printout" and reference will be utilized to confirm operation for this requirement.

c. Contractor shall submit a list of all current workload and schedule, staffing and evidence of

capability to perform this work.

d. Contractor shall provide a list of all equipment currently owned or leased and available for this work.

e. Highlands County will accept proposals from qualified contractors in compliance with applicable federal, state and local laws, rules and ordinances applicable to the Services. The Contractor shall be responsible to obtain, at its own cost and expense, any and all licenses and/or permits required to perform the Services.

f. REFERENCES:

Provide a summary of three (3) commercial account references. Include name of account, address, telephone number, email address, contact person, dates of service.

#### **SECTION 3. SCOPE OF SERVICES**

- a. When a State of Emergency is declared within Highlands County, the Contractor shall coordinate with the County through its Emergency Management division to provide transportation services for special needs and individuals who are unable to transport themselves to shelters. The Contractor shall coordinate efforts with the following but not limited to the Emergency Support Functions found in the Highlands County Emergency Management process: ESF 1 Transportation, ESF 3 Public Works, ESF 4 Firefighting, ESF 6 Mass Care, and ESF 8 Health and Medical in providing such transportation services as requested.
- b. The Contractor shall provide transportation services information to the County at least one time

per day, unless otherwise requested by the County. At a minimum the Contractor shall maintain the following information related to transportation services provided:

- 1. The client's information;
- 2. Vehicle mileage;
- 3. Vehicle identification (tag number/VIN) to match the client to the vehicle;
- 4. Origin and destination of service;
- 5. Log of hours providing service;
- 6. Log of the driver time and driver per vehicle (match with tag number/VIN);
- 7. Any damage accessed to vehicle; and,
- 8. Amount of fuel used per vehicle by tag number/VIN.
- c. If requested, there will be an annual fuel price adjustments for this contract based on the CPI-U, U.S. City average, all items, not seasonally adjusted, (ID CUURS35DSAo) annual average published by the U.S. Bureau of Labor Statistics (BLS), or any successor or substitute index appropriately adjusted from the extension of the commencement of each extension period. <u>The index to be used for this calculations shall be that which is published (most current annual data) on the BLS website as of January, of the contract renewal year.</u>
- d. The Contractor shall supply all materials, equipment, vehicles, and personnel needed to provide the service in accordance with these specifications. The Contractor shall have

fully acquainted and familiarized themselves with requested specifications and terms set forth in this Bid. Contractor shall maintain equipment to provide service.

- e. The Contractor shall be responsible for the supervision and direction of the work performed by his employees at all times. All work and equipment shall comply with OSHA standards.
- f. Hours of operation will be as required based on emergency situation.
- g. The Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor shall at all times enforce strict discipline and good order among their employees. The Contractor shall be responsible to see that the completed work complies fully with these specifications and industry standards.
- h. The Contractor shall be responsible for instructing his employees in all safety measures. All equipment used by the Contractor shall be maintained in a safe operating condition providing good clean grass cuts. All Contractor employees shall wear proper personal protective equipment while providing the County services.
- i. The Contractor shall supervise, inspect and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with these specifications and any resulting contract documents.
- j. Contractor agrees to conform to any and all State and Federal regulations pertaining to these services.

#### SECTION 4. PROPOSAL FORMAT / REQUIRMENTS

1. RULES FOR PROPOSALS

- **A.** 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.
- B. Any questions regarding a project or submittal shall be *directed to the County Purchasing Office identified on the cover page.* There shall not be any contact between a Proposer and any member of the County Commission, County Administrator, Constitutional Officers or County staff regarding the project or proposal submitted by any Proposer. Any Proposer contacting any member of the County Commission, County Administrator, Constitutional Officer or County staff regarding a submitted proposal is subject to sanctions up to and including having the County disqualify that Contractor's submittal.

#### 2. PROPOSAL FORMAT / REQUIREMENTS

Firms shall prepare their proposals using the format outlined in this section and in conjunction with the Evaluation Form. Contractors shall provide one original proposal

(hardcopy) and one electronic copy in PDF format. **Or** One electronically submitted proposal on the Vendor Registry site.

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.

**Title Page:** Title Page shall show the request for proposal's subject, title and proposal number; the Contractor'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.

**Table of Contents:** The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

- **Tab 1 Qualifications of Contractor:** Provide a statement of your qualifications. Identify your capability and experience on similar assignments, particularly for governmental agencies.. Include a description of the firm, its organizational structure, the location of the principal offices and the location of the office that would manage the services.
- **Tab 2 Experience of Team:** List the key personnel and their individual responsibilities on this assignment. Include the extent of each person's participation and their related experience. Indicate the individual training or experience of staff.

**Individual Resumes/Qualifications:** Resumes of all key personnel within the team shall be provided. Each resume shall not exceed two (2) pages in length.

- **Tab 3 Responsiveness to Scope** Explain how company can be responsive to the County's needs and how prepared the company is to respond before and after an emergency event. Provide an equipment and vehicle list.
- Tab 4 Provided Services and Pricing : In addition to the information requested in the Scope of Services please provide the following:

The prices shall include (per trip) rates for <u>Ambulatory</u>, <u>Wheelchair</u> and <u>Stretcher</u> service types within Highlands County.

Indicate any ther services that your company can provide.

**Tab 5 References:** List three (3) recent clients, comparable to the County, for whom similar or comparable services have been performed. Include the name, mailing address, email, and telephone number of their principal representative. Provide an equipment and vehicle list.

The remainder of page intentionally left blank.

#### SECTION 5. SELECTION PROCESS AND CRITERIA

**1. EVALUATION METHOD AND CRITERIA:** Each Evaluation Committee member shall perform the member's own independent scoring. Based on the score, the committee may rank the Proposers. Following the evaluation of the Proposals, the committee will score the Proposers and tally the score. The committee may make a recommendation for ranking at this meeting. At the discretion of the Evaluation Committee, two or more Proposers may be shortlisted and asked to give a short presentation / interview as part of the selection and ranking process. The County Evaluation Committee will make the final determination which Proposer to recommend to the County Commission for implementation of a contract.

All proposals will be subject to a review. It is the intent of the County that all proposers responding to this RFP, who meet the requirements, will be evaluated in accordance with the criteria established in these documents. All responsive and responsible proposals received will be considered during evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the PROPOSER deems pertinent to the understanding and evaluating of the proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be evaluated based on the criteria herein addressed.

During the evaluation process and at the sole discretion of the County or its consultant, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the County or its consultant may have on a proposer's submittal.

- A. General: The County's decision will be final.
- **B.** The award of this RFP may be in total or in part, to one (1) or more Contractor who will provide the overall best turnkey proposal who is the most qualified, responsive, and responsible proposer(s), and fulfills all requirements, and whose evaluation by the Consultant indicates that the award will be in the best interest of the County. Contractors will be awarded in rank order based on capabilities.

C. EVALUATION CRITERIA: Proposals will be reviewed and evaluated based on the format and content outlined as follows:

EVALUATION CRITERIA	POINTS
<ul> <li>Qualifications of Contractor:</li> <li>Shows a strong knowledge of how to provide ambulatory services. (0 to 15 points)</li> <li>Proves a successful history of providing governmental entity/ municipal emergency ambulatory services.</li> <li>List of equipment &amp; vehicles. (0 to 15 points)</li> </ul>	30 max.
<ul> <li>Experience of Team:</li> <li>Incorporates strong team structure and able to handle entire task. (0 to 10 points)</li> <li>Team members have resumes or qualifications that reflect experience in providing services. (0 to 10 points)</li> </ul>	20 max.
<ul> <li>Responsiveness to Requested Scope:</li> <li>Shows a deep understanding by company to service requirements and completed proposal in an understandable manner. Provide Equipment and Vehicle list. (0 to 10 points)</li> </ul>	10 max.
<ul> <li>Price:</li> <li>Cost breakdown meets the proposal requirements and rate structure is reasonable for emergency ambulatory services.</li> <li>(0 to 35 points)</li> </ul>	35 max.
<ul> <li>References:</li> <li>Lists strong references reflecting examples of successfully providing similar services to other entities.</li> <li>(0 to 5 points)</li> </ul>	5 max.
TOTAL EVALUATION	100

#### C. **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 Contractors will be ranked.

#### SECTION 6 SAMPLE EVALUATION SCORE SHEET

EVALUATION CRITERIA	POINTS	EVALUATORS SCORE
<ul> <li>Qualifications of Contractor:</li> <li>Shows a strong knowledge of how to provide ambulatory services. (0 to 15 points)</li> <li>Proves a successful history of providing governmental entity/ municipal emergency ambulatory services.</li> <li>List of equipment &amp; vehicles.</li> <li>(0 to 15 points)</li> </ul>	10 max.	
<ul> <li>Experience of Team: <ul> <li>Incorporates strong team structure and able to handle entire task.</li> <li>(0 to 10 points)</li> </ul> </li> <li>Team members have resumes or qualifications that reflect experience in providing services.</li> <li>(0 to 10 points)</li> </ul>	20 max.	
<ul> <li>Responsiveness to Requested Scope:</li> <li>Shows a deep understanding by company to service requirements and completed proposal in an understandable manner. Provide an equipment and vehicle list.</li> </ul>	30 max.	
(0 to 10 points)		
<ul> <li>Price:</li> <li>Cost breakdown meets the proposal requirements and rate structure is reasonable for emergency ambulatory services.</li> <li>(0 to 35 points)</li> </ul>	35 max.	
<b>References:</b> Lists strong references reflecting examples of successfully providing similar services to other entities. <i>(0 to 5 points)</i>	5 max.	
TOTAL EVALUATION	100	

Committee Member Signature

Date

Printed Name of Committee Member

#### SECTION 7 TENTATIVE SCHEDULE

DATE	TIME	EVENT
March 30, 2022		First Advertisement
April 6, 2022		Second Advertisement
None Scheduled		Pre-Proposal Meeting
April 18, 2022	5:00 P.M.	Deadline to submit questions (RFI's)
April 20, 2022		Deadline to release responses by County to RFI's
May 2, 2022	3:30 P.M.	Proposal due date
May 11, 222	10:00 a.m.	Review/Scoring of Proposals by the Evaluation Committee
May 26, 2022	8-12 A.M.	Presentations / Interviews (if required, at the discretion of the
		Evaluation Committee)
May 27, 2022		Anticipated award date
June 2022		Anticipated contract consideration by the Board
June 2022		Policy start Date
		Dates are subject to change

Remainder of page intentionally left blank

#### **SECTION 8 CONTRACT**

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

Remainder of page intentionally left blank

#### SECTION 9. 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		circle	one
LOCAL COMPLIANCE FORMS			
Proposal Form, include acknowledgement of all addenda, signed and Tab 1-5 with narrative information , Equipment & Vehicle list and References	Required	YES	NO
Drug-Free Workplace Certification	Required	YES	NO
Public Entity Crimes Sworn Statement	Required	YES	NO
Discrimination Certification	Required	YES	NO
Scrutinized Companies Certification	Required	YES	NO
E Verify Certification	Required	YES	NO
Insurance Requirements	Required	YES	NO
Federal Forms	Required	YES	NO
MISCELANEOUS DOCUMENTATION			
Sunbiz.org Print out for Proposer FEI/EIN Number		YES	NO
Acord Insurance Form (sample copy from proposer)		YES	NO
Women / Minority Business Enterprise Certification, if applicable		YES	NO
Licenses, Certifications	Required	YES	NO
Submittal Label – if submittal is sent by mail- not required with electronic submittal			

#### PROPOSAL SUMBITTAL FORM

#### HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

SOLICITATION IDENTIFICATION:	RFP 22-007
SOLICITATION NAME:	Emergency

RFP 22-00/	
Emergency Ambulatory Services	

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
	Oracle alle Disease Number
	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	Date	Addenda	Addenda	Date	Addenda	Date
Number	Issued	Number	Number	Issued	Number	Issued

#### PROPOSAL FORM (continued) Page 2

**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 herby 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-

#### CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS RFP 21-012

## 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 statem	ent]
whose business address is	and
whose Federal Employer Identification Number (FEIN) is (hereina referred to as "Bidder")	ifter

#### 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:	11
STATE OF			
COUNTY OF			
The foregoing Cert	ification was sworn to before me this , as		
	, on its behalf, who is e		
6			[]
	Signature:		
	Print Name:		_
(AFFIX NOTARY SEAL)	Notary Public, State of		
	Commission No.		
	My Commission Expires		
PUBLIC ENTITY CRIMES FO			

#### SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES RFP 21-012 THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER

#### 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, 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 Cou, 20	unty first mentioned above on the day of
	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 RFP 21-012

## 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 na	me and state of incorporation or other formation of the entity submitting this s	worn statement]
whose b	usiness address is	and
whose F	ederal Employer Identification Number (FEIN) is	(hereinafter referred to a

#### 2. CERTIFICATION

"Bidder")

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 Nar	ne: _					Dat	e:	_/	_/		
STATE OF														
COUNTY OF														
		Certification	, as					,	the	duly	auth	orized	officer	by of ced
	(AFFIX	NOTARY SEA	AL)		Print Nota Com	Name ry Put missic	e: olic, Sta on No	ate of_						

#### **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	r
it 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		
	was sworn to before me this day of, _, as, the duly authorized , on its behalf, who is either personally known to me [] or l	officer of
as identific		·
(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	e]			
for						
Print name and sta	e of incorporation	on or other form	mation of the	e entity submi	tting this sworn statemer	nt]
whose business add	lress is			·····	a	and
whose Federal Emp as "Bidder")	loyer Identificati	on Number (F	EIN) is		(hereinafte	er referred to
2. CERTIFICA	TION					
and Immigra	ation Services B t, or continue to verify Company I	ureau's E-Veri employ an una ID #:	ify Program, authorized a	and does no lien.	ates in the United States t knowingly employ, hire	•
STATE OF		Print Nan	ne:		Date://_	_
COUNTY OF	ng Certification	, as			day of, the duly authorize	ed officer
	as identif		_, on its bena	if, who is either	personally known to me []	or has produce
			Signa	iture:		
			-			
	(AFFIX NOT	ARY SEAL)			e of	

### **INSURANCE REQUIREMENTS**

### **INSURANCE TYPE**

### **REQUIRED LIMITS**

		<ol> <li>Commercial General Liability Bodily Injury &amp; Property Damage (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.</li> </ol>	\$ <u>1.000.000</u> single limit per occurrence
$\boxtimes$		2. Automobile Liability OccurrenceOwned/Non-owned/Hired Autom	\$ <u>1.000.000</u> Each obile Included
		3. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
		<ol> <li>Other Insurance as indicated below: Per OccurrenceErrors and Omissions or Per Malpractice Coverage</li> </ol>	<b>\$</b> 1,000,000 rofessional
		<ol> <li>Aircraft Liability \$1,000,000 each occurre liability and property damage liability.</li> </ol>	nce combined single limit for bodily injury
			nat all sub-consultants or sub-contractors tents that he is required to meet. The same ficates of insurance meeting the required
		<ol> <li>Highlands County, a political subdivision of officials, its agents, and employees and vo INSURED" on all policies except Worker's (</li> </ol>	lunteers must be named as "ADDITIONAL
	$\square$	8. Highlands County shall be named as the C	ertificate Holder.
		NOTE: The "Certificate Holder" should rea	d as follows:
		Highlands County 600 South Commerce Avenue Sebring, FL 33870	
		No other format will be acceptable.	

RFP 22-007 Page 32 of 39

### INSURANCE REQUIREMENTS

(Continued)

<ul> <li>9. Thirty (30) Days Cancellatio</li> <li>10. The Certificate must state Services</li> </ul>	n Notice required. RFP 22-007 Emergency Ambulatory
= = = = = = = = = = = = = = = = = = =	
We understand the insurance requiren of insurability may be required within fiv	ments of these specifications and that the evidence e (5) days of the award of <b>RFP</b> .
Company	Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

# A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

During the performance of the contract, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

- 1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- 6. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7. CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

#### B. DAVIS-BACON ACT (2 CFR §200.326 Appendix II to Part 200 (D))

(**Not applicable to this Contract**; applicable only for prime construction contracts in excess of\$2,000.) CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than those in the attached Davis-Bacon Act Wage Rate Table(s) as made by the Secretary of Labor. CONTRACTOR shall pay wages not less than once per week.

#### C. COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))

(**Not applicable to this Contract**; applicable only for prime construction contracts in excess of \$2,000.) CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C.

§3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the CONTRACTOR and COUNTY is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the appropriate Federal agency.

- 1. CONTRACTOR. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S. C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- 2. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3. Breach. A breach of the contract clause above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

#### D. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

(Not applicable to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

# E. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))

(Not applicable to this Contract.) If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business

Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### F. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### G. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (H))

A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor/CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor/CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### H. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322)

CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this Contract, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses enterprises; and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at www.SBA.gov and www.MBDA.gov.

#### J. ENERGY EFFICIENCY AND CONSERVATION

CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

- K. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (I)) Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Vendor must complete and submit the Certification Regarding Lobbying Form within three business days of COUNTY's request.
- L. Civil Rights Compliance Ensure no discrimination on basis of race, color, national origin, disability, age, or sex. Assures compliance with Title VI of the Civil Rights Act of 1964.
- M. Huawei and ZTE restrictions, 2 CFR § 200.216, prohibits award recipients from using federal award funds to "procure or obtain any equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system." Covered telecommunications equipment or services include such items provided by Huawei Technology Company, ZTE Corporation, or any of their many subsidiaries or affiliates. Section 200.471 makes purchases of covered technology unallowable.
- **N. Domestic Preference** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award , provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron , aluminum, steel, cement, and other manufactured products).

Signature of Authorized Official on behalf of Vendor

Name and Title of Authorized Official on behalf of Vendor

Name of Vendor

\_, 20\_\_\_\_

Date of Execution

#### CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

If not provided at time of bid submittal, the form must be completed and submitted within three business days of County's request. Vendor hereby certifies the following:

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

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

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

Signature of Authorized Official on behalf of Vendor

Name and Title of Authorized Official on behalf of Vendor

\_\_\_, 20

Name of Vendor

Date of Execution

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 DeLoach, Purchasing Manager (863) 402-6504

### PLEASE PRINT CLEARLY

SEALED BID/PROPOSAL DOCUMENTS • DO NOT OPEN •				
SOLICITATION NO.:	ITB 21-007			
SOLICITATION TITLE:	Emergency Ambulatory Services			
DATE DUE:	Monday May 2, 2022			
TIME DUE:	Prior to: 3:30 PM			
SUBMITTED BY:				
	(Name of Company)			
e-mail address	Telephone			
F OF EL	Highlands County Board of County Commissioners Attn: Purchasing Department, 2 <sup>nd</sup> Floor 600 South Commerce Avenue Sebring, Florida 33870 <i>submissions received after the time and date</i> <i>will not be accepted.</i>			

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.