



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Department
600 S. Commerce Ave.
Sebring, FL 33870
Purchasing Designated Contact: Chris Davis, Purchasing Manager
(863) 402-6528
cmdavis@highlandsfl.gov, E-mail

INVITATION TO BID (ITB)

21-026

Emergency Ambulatory Services

- | | |
|--|--|
| Pre-Solicitation Meeting: | None Scheduled for this solicitation |
| Location: | N/A |
| Request for Information Deadline: | October 22, 2021, prior to 5:00 PM |
| Submission Deadline: | Tuesday, November 2, 2021, prior to 3:30 PM |

Advertisement Date: Saturday, October 2, 2021 and October 9, 2021

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**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS
Purchasing Division**

INVITATION TO BID ("ITB")

The Board of County Commissioners ("Board"), Highlands County, a political subdivision of the State of Florida ("County") will receive sealed Bids in the Highlands County Purchasing Division ("Purchasing Division") for:

ITB NO. 21-026 Emergency Ambulatory Services

The solicitation is for a 3-5 year contract with 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 Ambulatory, Wheelchair and Stretcher service types within Highlands County. 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 during a declared emergency. Compliance of the successful company with federal provisions and 2 CFR 200 is required.

Specifications and scope of services may be obtained by downloading from our website: **www.highlandsfl.gov**, or on www.vendorregistry.com. Questions can be directed to: Chris Davis, Purchasing Manager; 600 S. Commerce Ave, Sebring, Florida 33870-3809, Phone: 863-402-6528; or E-Mail: **cmdavis@highlandsfl.org**.

A PRE-BID MEETING will not be held for this solicitation. Request for Information (RFI) deadline is October 22, 2021 at 5:00 P.M.

BIDS MUST BE DELIVERED or **electronically submitted** to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later **than 3:30 P.M., Tuesday, November 2, 2021**, at which time they will be opened. Proposals received later than the date and time specified will be rejected. Responses may be submitted by one of the following:

- **Hard Copy submission** in a sealed and marked package, Affix the "Sealed Solicitation Label to the exterior of package, with the name of the Respondent, Solicitation number, and title so as to identify the enclosed response. A hard copy submission shall include one (1) original and one (1) exact electronic copy (thumb drive) of the Proposal submission packet.
- **OR**
- **Electronic submission** to the County website via **www.highlandsfl.gov** linking to **VendorRegistry.Com** in one all-inclusive adobe file. **File name is to be in the following format: 21-026-Bidder Name** Faxed or Emailed submittals are not allowed.

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

The Board's Local Preference Policy ("Local Preference Policy") and Women/Minority Business Enterprise Preference Policy (W/MBE) will **NOT** apply to the award of this ITB. Small Businesses, Minority and Women Owned Business Enterprises and disadvantaged businesses are encouraged to participate in the solicitation.

The Board does not discriminate upon the basis of race, sex, color, religion, national origin or 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 the ADA Coordinator at: 863-402-6509 (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, Highlands County, FL

www.Highlandsfl.gov

SECTION I. GENERAL TERMS AND CONDITIONS

A) For purposes of this ITB, the following terms are defined as follows:

1. *Bidder* means the person or entity submitting a Bid in response to this ITB.
2. *Contractor* means the Bidder whose Bid is accepted by the County and who agrees to comply with the terms and conditions of this ITB and the Contract.
3. *Contract* means all of the following: (1) the terms and conditions of this ITB; (2) any terms and conditions of Purchase Orders issued by the County; and (3) the terms and conditions of any additional written agreement pertaining to this ITB that is executed by any Bidder and the County or executed by the Contractor and the County.
4. *Purchase Order* means a formal written request from the County for the purchase of materials, services, or other supplies in connection with this ITB. The form for County Purchase Orders includes binding terms and conditions and is located on the County's website at the following address:

https://www.highlandsfl.gov/departments/business_services/purchasing/po_terms_and_conditions.php.

B.) All Bids shall become the property of the County.

C.) All Bidders shall comply with Section 287.087, Florida Statutes pertaining to drug free workplace programs; Section 287.133(2)(a), Florida Statutes, pertaining to public entity crimes; Section 287.134, Florida Statutes, pertaining to discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies. CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED ON SECTION VIII, AND MUST BE INCLUDED WITH THE BID, SIGNED AND NOTARIZED.

D) Bids are due and must be received in accordance with the instructions provided in the invitation to bid.

E) The County will not reimburse Bidders for any costs associated or expenses incurred in connection with the preparation and submittal of any Bid.

F) Bidders, 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 in Section V of this ITB for additional information and clarification.

G) Due care and diligence have been exercised in the preparation of this ITB 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 Bid. Neither the County nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.

H) All timely Bids meeting the specifications set forth in this ITB will be considered. However, Bidders are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Bids in full or substantially full compliance with them.

I) Each Bidder 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 Bidder to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Bidder from its obligation to honor its Bid and to perform completely in accordance with its Bid.

J) The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Bids, to reject any and all Bids in whole or in part, with or without cause, and to accept that Bid, if any, which in its judgment will be in its best interest.

- K) Award will be made to the Bidder(s) whose Bid is determined to be the most advantageous to the County, taking into consideration those Bids in compliance with the requirements as set forth in this ITB. The County may award a contract to more than one company and determine the order of assignments based cost, the need and the ability of the company(s) to provide the service. The County reserves the right to reject any and all Bids for any reason or make no award whatsoever or request clarification of information from the Bidders.
- L) Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Purchasing Division. Any oral or other type of communication concerning this ITB shall not be binding.
- M) Bids must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder to the performance of services contemplated by this ITB with documentation of such authority included with Bid submission.
- N) The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this ITB.
- The CONTRACTOR 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 CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR 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 CONTRACTOR, 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.
- O) All pages included in or attached by reference to this ITB shall be called and constitute the Invitation to Bid as stated on the front page of this ITB
- P) If submitting Bids or Proposals for more than one ITB or Request for Proposal (RFP), each Bid and each Proposal must be in a separate envelope and correctly marked. Only one Bid for this ITB shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
- Q) Each Bid must contain proof of enrollment in E-Verify.
- R) Small Businesses, Minority Owned, Women Owned and disadvantaged businesses are encouraged to participate.
- S) Board policy prohibits any County employee or members of their 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
- T) Bids are only accepted if delivered to the location and prior to the time specified on the ITB. Bids must be delivered in sealed envelope or box or electronic version on Vendor Registry. Late Bids will not be accepted under any circumstances. If Bids are received after the scheduled time of the Bid Opening Meeting, the Bidder will be contacted for disposition. The Purchasing Division, at the Bidder's expense, can return the unopened envelope, or, at the Bidder's request in writing, can destroy it.

- U) Emailed and faxed Bids will not be accepted. Any blank spaces on the required Bid form or the absence of required submittals or signatures may cause the Bid to be declared non-responsive.
- V) The County is not responsible for correcting any errors or typos made on the Bid. Incorrect calculations or errors may cause the Bid to be declared non-responsive.
- W) The Bidder 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 Bidder and its material suppliers.
- X) Any material submitted in response to this ITB will become public record pursuant to Section 119, Florida Statutes.
- Y) In the event of legal proceedings to enforce the terms of a contract entered into in connection with this ITB, the prevailing party will be entitled to legal fees. Venue is in Highlands County, Florida.
- Z) If any Bidder 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 ITB, such Bidder may be disqualified from performing the work described in this ITB or from furnishing the goods or services for which this ITB is issued and may be further disqualified from bidding on any future requests for work, goods or services for the County.
- AA) ADDENDUMS: In this ITB 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 ITB document with Addendums. These Addendums will be posted on the County's website, www.Highlandsfl.gov under "current solicitations" found on the Purchasing Departments page or directory. It is the sole responsibility of the Bidder to check the website for Addendums. Bidders must acknowledge receipt of Addendums by completing the respective section on the Bid Submittal Form.
- BB) AFFIRMATION: By submitting a Bid, the Bidder affirms that the Bid 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; that the Bidder has not directly or indirectly induced or solicited any other person to submit a false or sham Bid; that the Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and that the Bidder has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County.
- CC) COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Bidders must disclose the name of any officer, director or agent who is also an employee of the Board. All Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Bidder's business or any of its branches.
- DD) MISUNDERSTANDINGS: The failure or omission of the Bidder 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 Bidder of any obligation to perform as specified herein. The Bidder 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 ITB, or because of any lack of information.
- EE) ASSIGNMENT OF CONTRACT: The selected Bidder and the person designated by the Bidder to perform the services required by this ITB in its Bid submitted in response to this ITB shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this ITB unless permission is first given in writing by the County.

- FF) COMPLAINTS: 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. Written response to the Purchasing 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.
- GG) REQUEST FOR CHANGE OF ITB SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section VIII of this ITB. Requests must be submitted by the Request for Information (RFI) Cut-Off date stated on the cover page (page 1) of this ITB. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- HH) EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF SERVICES: Any modification to these specifications by a Bidder shall be an exception to the ITB and must be discussed in detail by the Bidder in its Bid under "Exceptions / Items not Identified in Scope of Services", unless otherwise specified.
- II) DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports and documents resulting from the ensuing contract will remain the sole property of the County.
- JJ) OTHER ENTITIES ("PIGGYBACKING"): All Bidders submitting a bid to this ITB agree to allow the City of Sebring, Florida and other local government agencies to purchase the Services for the same conditions and at the same pricing set forth by the bid, during the period that the awarded bid is in effect. Any liability created by purchase orders issued against the awarded bid shall be the sole responsibility of the entity placing the order. If the City of Sebring and other governmental agencies desire to participate in this ITB, and make an award thereof, each government agency shall accept the bidder's response and make an award thereof independently of Highlands County. Each governmental agency shall be responsible for its own purchases and each shall be liable for materials and services ordered and received by that governmental agency. None of the agencies assume any liability for the other agencies' actions by virtue of this ITB. This offer for participation in no way restricts or interferes with the right of the City of Sebring or any other governmental agency to competitively procure any or all items.

SECTION II. THE COUNTY'S RESERVATION OF RIGHTS

This ITB constitutes only as an invitation to submit a Bid to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options with respect to this ITB:

- A) To supplement, amend or otherwise modify this ITB, and to cancel this ITB with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
- B) To issue additional subsequent ITBs or RFPs.
- C) To reject all incomplete / non-responsive Bids, or Bids with errors.
- D) The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Bids is satisfactory to meet the criteria established in this ITB, the right to seek clarification and/or additional information from any submitting Bidder.
- E) The County also reserves the right to modify the Scope of Services to be performed.
- F) The County shall have no liability to any Bidder for any costs or expenses incurred in connection with the preparation and submittal of a Bid in response to this ITB.
- G) If the County believes that collusion exists among Bidders, all Bids will be rejected.
- H) In the event of mathematical error, the unit price shall prevail.

SECTION III. INSURANCE

A) Unless otherwise stated in the specifications, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:

1. Workers' Compensation Insurance: The Contractor 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.
2. Commercial General Liability Insurance: Occurrence Form Required: The Contractor 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 ITB 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 contractors, 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.
3. Commercial Automobile Liability Insurance: The Contractor shall have and maintain commercial 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.
4. Special Requirements / Evidence of Insurance:
 - a. A copy of the Bidder's current certificate of insurance **MUST** be provided with the Bid submitted in response to this ITB. A formal certificate shall be provided upon announcement that a Bidder has been awarded the work as called for in this ITB. 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:**
 - (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.
 - (2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
 - (3) Certificate Holder: Highlands County Board of County Commissioners
600 South Commerce Avenue
Sebring, FL 33870
 - b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
 - c. 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".
 - d. The Contractor 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 in connection with this ITB. The County reserves the right to require the Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
 - e. 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. Certificate of Insurance shall confirm in writing that these provisions apply.

5. Renewal:

- a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this ITB, a renewal certificate shall be issued 30-days prior to said expiration date.
- b. 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.

-END OF SECTION-

SECTION IV. 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 Services.

- A) **BASIS OF AWARD:** The bid is to be awarded the lowest responsive and responsible bidder(s) determined by the Bid Amount.
1. 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.
- B) **MINIMUM QUALIFICATIONS** below are to be provided with the submission package:
1. Registered to do business with the Division of Corporations. A printout from www.Sunbiz.org which provides the Bidder's FEI/EIN, Authorized Persons, and Active Status.
 2. 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.
 3. Contractor shall submit a list of all current workload and schedule, staffing and evidence of capability to perform this work.
 4. Contractor shall provide a list of all equipment currently owned or leased and available for this work.
 5. 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.
- C) **TERM:**
- The successful bidder(s) shall be responsible for furnishing and delivering to the County's requesting Department(s) the commodity or services on an "as needed basis." The term of the Contract shall be for an **initial thirty-six (36) months** from the date of the Board approval. Upon mutual agreement of the parties, the contract may be **renewed for two (2) one (1) year terms**, at the same pricing. The contract will include a thirty (30) day termination for convenience clause for termination by the County.
- D) **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 V. ITB CONTACT INFORMATION

All questions regarding this ITB and the details of the project during the ITB process shall be submitted by Bidders in writing to:

*Chris Davis, Purchasing Manager
Highlands County Purchasing Division
600 South Commerce Avenue, Sebring, FL 33870
Phone: (863) 402-6528; Email: cmdavis@highlandsfl.gov*

SECTION VI. REQUEST FOR INFORMATION (RFI) CUT-OFF

All questions regarding this ITB shall be submitted by Bidders in writing by 5 P.M. on the date noted on the cover page of this solicitation.

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SECTION VII. GENERAL SPECIFICATIONS AND SCOPE OF SERVICES

PURPOSE: The Board of County Commissioners, Highlands County, Florida hereby gives notice that it intends to secure a contract for 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 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 Ambulatory, Wheelchair and Stretcher service types within Highlands County.
- b. **PURCHASE ORDER:** The awarded Contractor(s) shall not proceed with delivery of service (or ordering of goods where applicable) until receipt of purchase order. A purchase order number will be provided for work required to be done during the contract period.
- c. **CHANGE ORDER(S):** The Contractor shall have approval from the County in writing prior to commencement of any change order.
- d. **PRICING:** Bidder shall provide a total bid price on the Bid Form provided within this document.
- e. **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
- f. **PROJECT MANAGER:** Latosha Reiss, Emergency Management Manager
- g. 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.
- h. 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.

- i. There will be 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. 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.
- j. 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.
- k. 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.
- l. Hours of operation will be as required based on emergency situation.
- m. 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.
- n. 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.
- o. 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.
- p. Contractor agrees to conform to any and all State and Federal regulations pertaining to these services.

-END OF SECTION-

SECTION VIII. HIGHLANDS COUNTY FORMS

Documentation included with Bid submittal package

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 Bidder's responsibility to review and include all requested and required documentation.

Forms	circle one	
LOCAL COMPLIANCE FORMS		
Official Bid Submittal Form: include acknowledgement of all addenda, original signature	YES	NO
Drug-Free Workplace Certification, 287.087 F.S.	YES	NO
Public Entity Crimes Sworn Statement, 287.133 F.S.	YES	NO
Discrimination Certification, 287.134 F.S.	YES	NO
Scrutinized Companies Certification, 287.135 F.S.	YES	NO
E Verify Certification	YES	NO
MISCELLANEOUS DOCUMENTATION		
Sunbiz.org Print out for Bidder/Proposer FEI/EIN Number	YES	NO
Acord Insurance Form (sample copy of Certificate of Insurance)	YES	NO
Licenses, Certifications	YES	NO

OFFICIAL BID SUBMITTAL FORM

BID SUBMITTED TO:

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DIVISION**

SOLICITATION IDENTIFICATION: **ITB 21-026**
SOLICITATION NAME: **Emergency Ambulatory Services**
SUBMITTED BY:

Bidder's Name

Bidder's Authorized Representative's Name and Title

Bidder's Address 1

Bidder'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 (as shown on Sunbiz.org)

BIDDER IS: (CHECK ONE)

☐
☐

Individual

☐

Partnership

☐
☐

Corporation

Joint Venture*

*Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above for an individual or the appropriate form of entity.)

In submitting this response, BIDDER represents that:

- BIDDER has examined and carefully studied the ITB Documents and the following Addenda (receipt of all which is hereby acknowledged). Bidder should insert date of the Addendum and Addendum Number in boxes below:

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

- It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation prior to submitting a bid.

BID SUBMITTAL FORM (continued)**CERTIFICATION/ACKNOWLEDGEMENTS:**

Having carefully examined the general and purchase order "Terms and Conditions", all solicitation documents and, if necessary, reviewed site conditions that may affect cost, progress, performance and finishing of the work which meet these specifications.

The successful bidder(s) shall be responsible for furnishing and delivering to the Highlands County requesting Department commodity or services on an "as needed" basis. The pricing provided shall be all inclusive of travel, labor and materials and incidentals necessary to provide the services described herein.

This Bid 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; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the County. The signature below, by an authorized representative, affirms they have read and understand the solicitation requirements.

Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

Pricing:

	Service	Price per trip
1	Ambulatory	
2	Wheelchair	
3	Stretcher	

- Exceptions to Bid or additional or specialized services provided (if any):

- Note any contract suspended or terminated:

SUBMITTED ON: _____ 20 _____

COMPANY: _____

SIGNATURE: _____ (Seal)

Bidder's Authorized Representative

PRINTED NAME: _____

TITLE:

ADDRESS:

CITY/STATE/ZIP

PHONE NUMBER:

EMAIL:

DRUG FREE WORKPLACE

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 [].

(AFFIX NOTARY SEAL)

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

PUBLIC ENTITY CRIMES

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.)

PUBLIC ENTITY CRIMES (continued)

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_____.

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

DISCRIMINATION CERTIFICATION

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 COMPANIES CERTIFICATION

**CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES
SCRUTINIZED COMPANIES CERTIFICATION**

**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 with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Bidder also hereby certifies that it is not participating in a boycott of Israel.

**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 _____, 2017, 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 CERTIFICATION

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 [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____

SECTION IX.

FEDERAL CONTRACT PROVISIONS

(In addition to the **General Conditions**)

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, and women's business 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, religion, disability, age, or sex. Assures compliance with Title VI of the **Civil Rights Act** of 1964.

SECTION X. 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

Name of Vendor

_____, 20____ Date
of Execution



STATEMENT OF NO BID

We, the undersigned, have declined to bid

- ☐ Specifications too "tight", i.e., geared toward one brand or manufacturer only
- ☐ Insufficient time to respond to the Invitation to Bid.
- ☐ We do not offer this product or services
- ☐ Unable to meet specifications
- ☐ Unable to meet Bond requirements
- ☐ Specifications unclear (explain how)
- ☐ Unable to meet Insurance requirements
- ☐ Remove us from your "Bidders List" altogether
- ☐ Other (specify below)

Remarks: _____

Company Name: _____

Signature: _____

Telephone: _____

E-Mail: _____

Date: _____

Sealed Submission Label if bid sent by mail. **Not required for electronic submittal.**


Cut along the outer border and affix this label to your sealed submission envelope 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: Attn. Purchasing Chris Davis
(863) 402-6500

PLEASE PRINT CLEARLY



		SEALED BID/PROPOSAL DOCUMENTS • DO NOT OPEN •	
SOLICITATION NO.:		ITB 21-026	
SOLICITATION TITLE:		Emergency Ambulatory Services	
DATE DUE:		November 2, 2021	
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, 2 nd Floor 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.