



Indian River County Purchasing Division

1800 27th Street

Vero Beach, FL 32960

Phone (772) 226-1416

Request for Proposals

Project Name: Employee Health Clinic

RFP #: 2022053

RFP Opening Date: **May 20, 2022**

RFP Opening Time: **2:00 P.M.**

All Proposals must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late responses will be not be accepted or considered.

SUBMIT ALL OF THE BELOW PRIOR TO THE RFP OPENING DATE AND TIME:

- (1) ONE PRINTED Original proposal,
- (6) PRINTED Copies of your proposal,
- One **electronic** of your proposal, with all supporting documentation, as a single pdf document, and
- One **electronic** Microsoft Excel (.xls) file containing the completed Excel Response Form

Refer All Questions to:

Email: purchasing@ircgov.com

REQUEST FOR PROPOSALS

RFP # 2022053
Employee Health Clinic

The Indian River County Board of County Commissioners is requesting proposals from qualified firms for implementation of an onsite employee health clinic.

Detailed specifications are available at: www.demandstar.com or by selecting "Current Solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing>.

Receipt of all responses, as described in the Submittal Instructions in the RFP, must occur by 2:00 p.m. May 20, 2022.

The Board of County Commissioners reserves the right to accept or reject any and all submittals and to waive any and all informalities.

PURCHASING MANAGER
INDIAN RIVER COUNTY

Publish: For Release on Demandstar and Vendor Registry
Date: April 22, 2022

Scope of Services

Indian River County (“County”) is located in the Treasure Coast region of Florida, with a population of about 140,000. The County provides benefits to approximately 1,300 employees and cobra participants, and 350 retirees. Supporting employees and their health is a top priority, therefore, the County is considering implementation of an onsite clinic with the following goals:

- Provide high standard of care with a data driven approach to care
- Add value and convenience for employees and to promote attraction and retention of the workforce
- Improve the health of employees and spouses in future years
- Reduce costs related to healthcare and produce financial savings over time

The County has a self-funded medical plan with Florida Blue and pharmacy plan with ESI (through RxBenefits). There are approximately 3,700 members on the plan. Partner vendors include Kannact - Diabetes Management Program, Surgery Plus, Health Advocate (EAP & Advocacy), and Teledoc. The County’s wellness program is supported by Florida Blue.

The County is requesting proposals of firms willing to provide excellent customer service in addition to total population health management, including:

- Acute/episodic care
- Primary and preventive care services
- Chronic condition management
- Lab and pathology services
- Lifestyle management
- Rx dispensing
- Claims integration with carrier (Florida Blue) and Lockton Infolock®
- Telehealth capabilities
- Limited occupational health services
- Coordination of care
- Wellness – Health Risk Assessment, Biometrics, Portal, Health Coaching and Education, ongoing Health Promotion

Submittal Instructions

Proposers shall submit the following:

Information to Be Submitted: Submit one marked printed original, six (6) printed copies, one electronic copy as a single pdf, and one electronic Microsoft excel file containing the completed Excel Response Form. The excel form must be in an .xls format. Printed Original and Copies must be received by the Purchasing Division at 1800 27th Street, Vero Beach, FL 32960 prior to the RFP Opening Date and Time. The pdf and Microsoft Excel files may be submitted with the printed originals on USB drive or CD, or may be submitted by email to purchasing@ircgov.com, and must also be received prior to the RFP Opening Date and Time.

Submittals must include and are requested to be organized as follows:

A. Vendor Organizational Information Form

B. Onsite Clinic Management/Operations/Facility Design

1. How many clinic clients do you have and how many health centers do you operate? How many of those employers are Lockton clients? How many public sector clients? How many clients with clinics in Florida?
2. Submit a description of your recommended clinical model based on employee count and services requested. This should include the qualifications for the practitioners onsite, hours per week, days of week and any holidays, services, etc.
3. Are there any age restrictions for dependent care? If so, describe.
4. Do you own your own Electronic Medical Record system? If not, indicate who you partner with.
5. Describe how you support the employer with build out of the space and provide, based on the client profile, at least 3 clinic spec options with square footage and space assignment. Include an option that provides ability to grow as additional members/services are added.
6. Have you ever built and owned the space and allowed the employer group to lease from you? If so, describe the process and how this works.
7. What is your preferred amount of time for implementation for a new facility and/or lease agreement?

C. Programs/Services

1. Fill out the following tabs on the attached excel file to provide information on Services and Programs Provided.
 - Overview of Services
 - Chronic Condition Mgt
 - Immunizations
 - Lab Services (label Occ Health specific labs on separate tab)
 - Medications

2. Describe your strategy for tying in wellness programs into the services offered by the onsite clinic?
3. Describe your Health Risk Assessment: -Availability/format of the tool (web, app, paper, etc.) -Available languages -Can biometric data be uploaded? -Can you upload data from another carrier/vendor HRA into your system?
4. Outline your COVID-19 approach and response, including any support you can provide within the onsite clinic.
5. Do you have a mobile app? If yes, describe the capabilities (e.x. appointment scheduling, visit check in, Rx refill request, device integration, etc.)
6. How do you integrate with primary care physicians in the community?
7. What is your process for referrals into the community? What systems do you use to ensure fit? (high quality, low cost, etc.)
8. Please provide an overview of your Occupational Health Services. Include and label the labs related to Occupation Health Services on the Lab List Tab on provided spreadsheet.
D. Engagement/Communications
1. Describe your strategy regarding health center engagement; are you primarily targeting those at risk (moderate/high risk) individuals, or all individuals regardless of where they are on the health spectrum.
2. Describe the frequency and type of communications that eligible recipients will receive – pre go live, go-live, and on-going.
3. Provide a standard communication plan and provide sample materials.
4. Outline your company’s responsibility and the client’s responsibility with respect to communications and marketing the clinic.
5. Describe the user experience of utilizing your portal/website.
6. Can the portal/website be integrated into a client’s already established benefits portal with single sign-on?
7. Describe how you engage diverse populations (ex: demographic spread, multiple locations, etc.)
8. Describe how you might address social determinants of health within the population.
9. If eligible, describe how you engage the family to participate?
E. Staffing
Account Management
1. Describe how you manage the health center staff as well as the overall client relationship.
2. Who will be the day-to-day contact from your organization for the implementation process?
3. What is their background and experience?
4. Where is this person located?
5. How many clients does this day to day contact currently work on
6. Who will be the day-to-day contact from your organization for ongoing operations of the clinic?
Recruiting, Credentialing, Background Checks
1. How long on average does it take to recruit clinic employees?
2. How does your company assess the credentialing of licensed employees for the clinic?
3. Is there a background check done on potential employees?
4. What is the employer’s role in the recruiting process?
5. Who has the final authority on who is hired?

6. When does recruiting for clinic employees begin?
Employee Retention
1. Are the employees for this clinic considered employees of your organization or are they considered contractors for your organization?
2. Are employees paid with a salary/hourly or are they paid based on the number of visits provided (fee for service)?
3. How are employees evaluated for performance? List categories of what is included.
4. How frequently are staff reviews completed?
5. Does your company provide medical benefits to the clinic employees if the employee is part time? How many hours does an employee need to work if they are part time to still get medical?
6. How is coverage in the clinic provided if a clinician or employee is not able to attend the clinic during their scheduled shift?
7. How do you ensure ongoing clinic operations when an employee terminates and before a new clinician can be hired?
8. If outside temporary staff are used in the above circumstances, how do you monitor quality and patient satisfaction of these providers?
9. How is the employer charged for temporary staff if a provider terminates or is absent for an extended period of time?
10. How do you staff for short-term absences?
11. If there is a conflict or concern with a staff member, what is your process for addressing the concern?
Clinic Employee Orientation/Training
1. How many hours of training are provided for each employee in the clinic?
2. Where does that training occur?
3. What ongoing training is provided?
F. Program Integration
1. For services outlined in this proposal, does your organization need access to historical medical and pharmacy claims data?
2. Describe how historical medical and pharmacy claims data is utilized?
3. Do you currently or have you in the past received claims data from IRC's current carriers (Florida Blue and ESI through RX Benefits)?
4. Can your organization push clinic claims data with CPT4, ICD9, ICD10 codes to the medical and pharmacy carriers?
5. Does the above data include all procedures? Even ones that would not be paid in a typical medical care setting (i.e. blood pressure check)?
6. Can your organization send clinic claims as \$0 to Florida Blue (or another carrier)?
7. Outline best practices established for integration with IRC's other vendor partners, including but not limited to medical carrier, wellness program, EAP, etc.
8. Describe how you work and/or integrate with a client's other vendor partners and provide 2-3 specific examples.
9. Does your organization currently provide data to Lockton's Infolock® data warehouse?
10. Please review the attached Onsite Clinic Data Requirements (<i>EXL_Infolock OSC Data Requirements</i>) and confirm that you can satisfy all requirements to integrate within Lockton's Infolock® data warehouse?

G. Program Measurement & Evaluation

1. Describe how you measure the efficacy of your programs. Include a description of the metrics used to gauge your compliance with your clients' expectations and how this information is reported.
2. Provide a description of the methodology and formula used to report outcomes in the following areas:
 - Financial (ex: ROI, savings, etc.)
 - Clinical (ex: clinical outcomes, etc.)
 - Utilization
 - Member satisfaction
 - Productivity impact

H. Reporting Capabilities

1. Provide examples of your standard/routine reports that you provide to clients to measure efficiency and effectiveness of the clinic.
2. What is your flexibility in providing ad hoc/custom reports, outside of those standardly available? Are ad hoc reports included in the fee or an additional cost?
3. Does the Employer have the capability to view online reports? If so, describe the features of this capability. If not, how are reports communicated to the Employer?

I. Performance Guarantees

1. What percent of total fees will you put at-risk for client satisfaction?
2. What percent of total fees will you put at-risk for outcomes?
3. What percent of fees will you put at-risk for participant satisfaction?
4. Describe additional administrative and operational guarantees (e.g.) service guarantees that you will offer and the percent of fees which you will place at-risk.
5. Outline your company's responsibility and the client's responsibility with respect to performance guarantees.
6. If you have Standard Performance Guarantees, please provide.

J. Innovation

1. How do you intend to stay on top of market trends and continue to set the standard for excellence?
2. What is on your near and long-term roadmap with regards to your platform and service offerings?
3. Indicate if you offer any of the following, including a description of the service:
 - Virtual
 - Specialty Care
 - Onsite Pharmacy
 - Specialty Drug Administration
 - Pay for Performance with Fees at Risk
 - Behavioral Health
 - Patient Advocacy
 - Referral Network (ex: direct contracting, custom networks)
 - Musculoskeletal Health/Functional Movement
 - Remote Patient Monitoring
 - Other:

K. Business Continuity, Data Security, Risk, & Quality Management

1. How will your organization handle employer's information that includes personally identifiable information?

2. Describe the certification around safety and security measures to protect your electronic medical record and patient data. Include any certifications and controls you have in place to enforce best practice stewardship of your internal operations in delivering your services.
3. Has your company experienced a security breach?
4. Describe the compliance, certifications, and/or policies your company has in place to ensure compliance with the following: HIPAA, OSHA, CLIA, GINA, COBRA
5. Confirm that you meet the minimum insurance requirements listed below:
<ul style="list-style-type: none"> - Medical Malpractice E&O - Minimum \$5 Million (combination primary & excess if needed) - General Liability – Minimum \$1M/\$2M - Auto Liability - Minimum \$1M (combination primary & excess if needed) - Workers Compensation - Minimum Employer’s Liability limit of \$1M - Crime – Third Party Employee Dishonesty - \$500,000 - Data Security & Privacy - \$2 Million - Provide Additional Insured (primary/non-contributory) & Waiver of Subrogation to Menards on Medical Malpractice, General Liability & Auto. Waiver of subrogation on Workers Compensation.
L. Cost
1. Provide a detailed program quote for all services requested to include your pricing model and considerations for support and maintenance by completing the “Cost” tab on attached spreadsheet.
2. Provide predicted ROI model.
3. Attach a sample contract that includes terms and conditions.
4. Attach a sample billing statement.
M. References
1. Provide 5 references (4 current clients; 1 past client) - References should include similarly sized or larger, public sector, similar demographics, etc.
N. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code
O. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
P. Certification Regarding Lobbying
Q. Certification Regarding Debarment

Method of Selection: The County shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
 1. Each Committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
 2. Each Committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "Committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
 1. The rankings received by each firm from all Committee members shall be totaled and divided by the number of Committee members, to produce an average ranking.
 2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.

3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all Committee members. The firm with the highest number of points will be awarded the higher ranking position.
 4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the Committee is satisfied with the rankings.
 5. After interviews, and based upon information learned during the interviews, each Committee member will rank the firms in order of preference and a consolidated final Committee ranking established.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.
 - d. The Committee shall forward its recommendations in accordance with the ranking, which may include a recommendation not to award, to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
 - e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

Criteria for Award:

EVALUATION CRITERIA	EVALUATION POINTS MAXIMUM
A. Vendor Organizational Information	10
B. Onsite Clinic Management/Operations/Facility Design	15
C. Programs/Services	10
D. Engagement/Communications	5
E. Staffing	5
F. Program Integration	5
G. Program Measurement & Evaluation	5
H. Reporting Capabilities	5
I. Performance Guarantees	5
J. Innovation	5
K. Business Continuity, Data Security, Risk & Quality Management	5
L. Cost	15
M. References	10
TOTAL	100

Tentative Schedule of Events

Action Item	Due Date
RFP Release	April 22, 2022
Deadline for Questions	May 10, 2022
Final Addenda Released	May 13, 2022
Deadline for receipt of responses	2:00 p.m. May 20, 2022
Initial selection committee meeting and shortlist notifications	June 1, 2 or 3
Short list interviews and final ranking of firms	Week of June 20
Recommendation of Award made to the Board of County Commissioners	July 12, 2022
Final Contract negotiations completed by	July 31, 2022
Target Go-Live Date	Dec. 1

General Instructions

Cone of Silence. Potential respondents and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of solicitation advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

Sealed Submittals and Envelope Markings: All responses shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with the Consultant's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

Opening Location: Responses must be received by the Purchasing Division at 1800 27th Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Proposals submitted after the stated time and date will not be accepted or considered.

Submission: Both hard copy and electronic submittals are required, as described in the Submittal Instructions.

Public Record Exemption: Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

Taxes: Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful Consultant and will be filled out by the County.

Indemnification: The Consultant shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

Public Access: The Consultant shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Consultant shall provide the public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Consultant shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Consultants are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit

a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means 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 or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Suspension and Debarment: Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The Consultant 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 Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Scrutinized Companies Lists: The Consultant certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are 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 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

E-Verify: Consultant must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired

employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Consultant is responsible for obtaining proof of E-Verify registration for all subcontractors/subconsultants. This requirement applies to any provider of services or goods.

Local Preference: Indian River County has no local ordinance or preferences, as set forth in section 255.0991(2), Florida Statutes, in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this solicitation.

Regulations: It shall be the responsibility of the Consultant to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

Interpretations: No oral interpretations will be made to any Consultant as to the meaning of the RFP documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the RFP. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to Consultants will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each Consultant, prior to submitting their Proposal, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their Proposal.

Applicable Law and Venue: Contract(s) resulting from this RFP and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Conflict of Interest: Any entity submitting a bid, proposal, qualifications or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

Prohibition Against Contingent Fees: If a contract is entered resulting from this request for qualifications, it shall include a prohibition against contingent fees statement, as required by FS 255.087.

Right to Protest: Any actual or prospective responding Consultant who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing

Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

Awards: The County reserves the right to cancel the solicitation, reject any and all Proposals or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

Termination by the County: The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the Consultant fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

Compliance with Laws and Regulations: Consultant agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Insurance:

The Consultant shall provide, prior to execution of the contract, the insurance required under this section for approval by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

General Liability

- Each Occurrence \$500,000
- Fire Damage-any one fire \$50,000
- Medical Expenses-any one person \$5,000
- Personal and Advertising Injury \$500,000
- General Aggregate \$500,000
- Combined Single Limit \$500,000

Automobile Liability – Combined Single Limit \$500,000

Worker's Compensation as required by the State of Florida

- Each accident \$100,000
- Each Disease – Each employee \$100,000
- Each disease – policy limit \$500,000

Professional Liability Insurance

- \$1,000,000 per occurrence
- \$2,000,000 aggregate combined single limit
- \$5,000 maximum deductible per claim

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive any and all any technicalities or irregularities.

A. VENDOR ORGANIZATIONAL INFORMATION

Communications concerning this proposal shall be addressed to:

Company Name			
Tax ID Number		W-9	Attached <input type="checkbox"/>
Contact Name		Phone	
Title		Email	
Address			
Website			

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

1. Date Registered with e-Verify.gov: _____ Certificate # _____

2. List all ligation cases during the past three (3) years in which the Contractor has been a named party.

Use additional sheets, as necessary.

Year filed	Case number	Venue	Description

3. Provide Company history and background, company general information including company ownership, prior acquisitions or mergers and funding. Indicate the length of time you have been providing onsite medical health centers.
4. Provide a Summary of the Company's philosophy and/or vision.

N. SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS

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

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2022053
for Employee Health Clinic

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

_____ and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an “affiliate” as defined in Section 105.08, Indian River County Code, means:

The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person making statement).

(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or who has produced _____ as identification.

O. CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form MUST be submitted with your response)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

P. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Firm certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and 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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**Q. CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

(1) The CONSULTANT certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date