



FORMAL WRITTEN QUOTE (FWQ) REQUEST

FWQ Number: 20-030

The Highlands County Board of County Commissioners (HCBC, County) is seeking quotations for the following products and/or services:

Emergency Medical Transportation

GENERAL INFORMATION:

- | | | |
|-----|---------------------------------|--|
| 1.1 | Requesting/End-User Department: | <u>Emergency Operations</u> |
| 1.2 | Project Manager: | <u>Latosha Reiss</u> |
| 1.3 | Submittal deadline: | <u>4 P.M. on 11/19/2020</u> |
| 1.4 | Submit via: | <u>Email to cmdavis@highlandsfl.gov</u> |
| 1.5 | Contact for questions: | <u>Chris Davis (863-402-6528 or cmdavis@highlandsfl.gov)</u> |
| 1.6 | License requirement: | |
| 1.7 | Insurance requirements: | <u>Vendors may submit a certificate of insurance (Acord form showing the Highlands County Board of County Commissioners as the certificate holder) with their response to this Request or may submit with that Response a letter from a licensed insurance agent confirming that the vendor can be insured for the amounts required by paragraph 2.11 of this Request upon award. The awarded vendor(s) must supply a certificate of insurance (Acord form showing the Highlands County Board of County Commissioners as the certificate holder) for the work to be performed or goods to be delivered pursuant to the purchase order issued pursuant to this Request before that purchase order will be issued.</u> |

2. GENERAL TERMS AND CONDITIONS:

By submitting a response to this Request for a FWQ, the vendor agrees to the following requirements, which shall be included in any purchase order issued pursuant to this Request:

- 2.1 The vendor shall hold all licenses and certifications and comply with all laws, ordinances, and regulations applicable to the work required to perform this purchase order. Any of the vendor's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or vendor resulting from vendor's failure to obtain and maintain required licenses and certifications shall be borne by vendor. All fees, permits, certifications, and licenses are the responsibility of the vendor and are included in the quoted price.
- 2.2 All reports, specifications, documents, plans, analyses, and other data and work product developed by vendor under this purchase order shall be delivered to County at any time upon its request and shall become the property of County upon payment of the agreed upon price without restrictions or limitations.
- 2.3 The vendor shall coordinate with the Requesting/User Department prior to commencing any and all work required to perform this purchase order.
- 2.4 Unless otherwise provided in this purchase order, upon satisfactory completion and delivery of all work or goods to the County pursuant to this purchase order, the County shall pay the amount of the purchase order to the vendor in accordance with Board's Prompt Payment Policy and the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes. Satisfactory completion shall be determined by Project Manager.
- 2.5 If any litigation is commenced between the parties concerning the work to be performed or goods to be delivered pursuant to this purchase order or the parties' respective rights and duties under this purchase order, the prevailing party may recover reasonable attorney's fees and costs of litigation, in addition to other relief granted. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this purchase order shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.
- 2.6 No delay or failure by either party to exercise any right, and no partial or single exercise of any right, shall constitute a waiver of that or any other right.
- 2.7 Rights and obligations shall be construed in accordance with and governed by the laws of the State of Florida.
- 2.8 Failure of the vendor to comply with the requirements of this purchase order shall constitute a breach of contract. A purchase order may be issued to the vendor that submitted the next lowest/available FWQ with the difference in price being paid by the vendor issued this purchase order.
- 2.9 The vendor shall not assign, transfer, convey, sublet or sell any portion of this purchase order or the performance thereof unless written consent is given, in advance, by the Project Manager.
- 2.10 The vendor shall be responsible for disposal of all material requiring disposal and shall show proof of disposal at an authorized landfill prior to submitting an invoice or other request for payment, if applicable.

2.11 The following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:

- (a) **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.
- (b) **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. Fire damage liability shall be included at \$100,000.
- (c) **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.
- (d) Special Requirements / Evidence of Insurance:
 - a. A copy of the Quoter's current certificate of insurance MUST be provided with the Quote submitted in response to this FWQ. A formal certificate shall be provided upon announcement that a Quoter has been awarded the work as called for in this FWQ. 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.
 - 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 and meet a minimum financial AM Best company 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.

2.12 The vendor shall deliver a completed W-9 form to the County, within ten (10) days after the purchase order is issued, unless it already done so.

2.13 The vendor shall be prepared to start providing services within the time stated in this purchase order. Failure to complete the work or deliver goods as scheduled may result in written notice to the vendor terminating its right to proceed. Should the vendor be unable to complete the services or deliver the goods within the scheduled time, the County may use the services or goods provided by another vendor. The difference in the contracted price for the services or delivery of the goods and that paid the new vendor for the services or goods shall be charged to and paid by vendor to whom this purchase order was issued by set-off against any amount owed by the County to that vendor or, if none, shall be paid by that vendor to the County within twenty (20) days after being invoiced by the County.

2.14 The County is a political subdivision of the State of Florida and is not subject to federal excise tax or state sales or use tax. The vendor shall not add taxes of any kind to the cost of services or goods or invoice to or collect from the County any federal excise tax or state sales or use tax.

2.15 If by providing services to the County pursuant to this purchase order the vendor is a contractor, as defined by Section 119.0701, Florida Statutes, the vendor shall:

- (a) Keep and maintain public records required by the County to perform the services.
- (b) Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this contract and following competition of this contract if vendor does not transfer the records to the County.
- (d) Upon completion of performance of services required by this purchase order, transfer to the County, at no cost, all public records in possession of vendor or keep and maintain public records required by the County to perform the services. If the vendor transfers all

public records to the County upon completion of the performance of services required by this purchase order, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of performance of services required by this purchase order, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

- 2.16 This quote is requested for a twelve (12) month period from the date of the award. Prices must remain firm for this period. However, upon mutual agreement of the parties, this award may be automatically extended for a period of three (3) additional one-year terms, at the same pricing. Services may be terminated with a 30-day notice.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: grybinski@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue
Sebring, FL 33870**

3. REQUIREMENTS, DELIVERABLES AND QUALIFICATIONS

The Highlands County Board of County Commissioners Planning Department is seeking vendor(s) to provide for emergency medical transportation [on an as needed basis](#).

Scope of Services:

Vendors will need to adhere to the following criteria:

1. Hold a current Certificate of Public Convenience and Necessity (COPCN) in Highlands County.
2. Provide a rate sheet that will be good for the length of the contract/agreement.
3. Should be able to provide services for mobility issues such as walkers, wheelchairs, electric wheelchairs and scooters, and stretcher patients.
4. Arrange transport with client after notification from Emergency Operations Center (EOC).
5. Must transport within a determined window of time provided by the EOC (usually 12 hours).
6. Must be able to transport client, their medical and personal items, as well as a care giver to and from shelter.

Required Certification Forms

CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES

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

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

by _____
[Print individual's name and title]

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

whose business address is _____

and

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

2. **CERTIFICATION**

Bidder hereby certifies that at the time of its Bid the Bidder 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: _____

the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

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

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

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

Signature: _____

Print Name: _____

Print Title: _____

On _____ day of _____, 20_____.

STATE OF _____

COUNTY OF _____

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

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

**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: _____

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

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

by _____

[Print individual's name and title]

for _____

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

whose business address is _____ and

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

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies 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 _____, 2019, 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: _____

**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

_____ a

nd

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

2. CERTIFICATION

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

Bidder's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____ / ____ / ____

STATE OF _____

COUNTY OF _____

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

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

FORMAL WRITTEN QUOTE SUBMITTED BY:

IN RESPONSE TO: FWQ 20-030

VENDOR NAME: _____

(The name entered here will be used to confirm the number of years in business on the Florida Department of State, Division of Corporation's website (sunbiz.org). Please print the exact name of your business entity as it appears on its annual report filed with the Department of State or, if none, your name.)

ADDRESS: _____

PHONE NUMBER: _____

FEIN or SOCIAL SECURITY NUMBER: _____

EMAIL: _____

DOCUMENTATION INCLUDED (Check if included):

W-9 FORM

SAMPLE ACCORD LIABILITY INSURANCE
or CONFIRMATION LETTER

(See Item 2.11 of the GENERAL Terms and Conditions for the required minimum coverage)

WOMEN/MINORITY BUSINESS ENTERPRISE CERTIFICATION
(If applicable)

CERTIFICATIONS COPY OF DENTIALS - COPCN

PROVIDE EVIDENCE OF PRIOR SIMILAR WORK

PROVIDE THREE (3) REFERENCES FOR SIMILAR WORK

ATTACHED RATE SHEET

I HEREBY CERTIFY THAT I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS AND CONDITIONS OF FWQ 20-030.

AUTHORIZED REPRESENTATIVE'S SIGNATURE: _____

AUTHORIZED REPRESENTATIVE'S NAME (Print): _____

AUTHORIZED REPRESENTATIVE'S TITLE (Print): _____

THIS "OFFICIAL" FORMS MUST BE COMPLETED AND USED IN SUBMITTING YOUR WRITTEN QUOTE. THE BOARD RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL WRITTEN QUOTES OR ANY PARTS THEREOF.