



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.20.

5/19/2020

Subject:

Request Approval of 1st Amendment of an Existing Contract between Brevard County and Treasure Coast Medical Associates, Inc. for Firefighter's Physical Exams.

Fiscal Impact:

None

Dept/Office:

Fire Rescue Department

Requested Action:

Request approval of the 1st Amendment of an Existing Contract between Brevard County and Treasure Coast Medical Associates, Inc. for Firefighter's Physical Exams.

Summary Explanation and Background:

On July 1, 2019, Brevard County entered into a contract with Treasure Coast Medical Associates, Inc. to provide firefighter physical exams. There were certain blood tests that were not captured in the written contract, although the Contractor is providing them as no additional cost as part of the standard comprehensive medical examinations. Those added tests include CA125 (for women), H-A1C (for everyone), and PSA (for men over the age of 45).

Additionally, this contract amendment includes the Scrutinized Companies standard contract language.

Clerk to the Board Instructions:

Please return the fully executed contract amendment to Pamela Barrett in Fire Rescue.



May 20, 2020

M E M O R A N D U M

TO: Chief Mark Schollmeyer, Fire Rescue Director Attn: Pamela Barrett

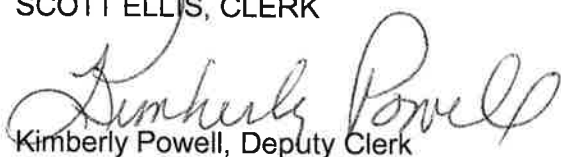
RE: Item F.20., Approval of First Amendment of an Existing Contract with Treasure Coast Medical Associates, Inc. for Firefighter's Physical Exams

The Board of County Commissioners, in regular session on May 19, 2020, approved the First Amendment of an existing Contract with the Treasure Coast Medical Associates, Inc. for firefighter's physical exams. Enclosed is a fully-executed Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK


Kimberly Powell, Deputy Clerk

Encl. (1)

cc: Contracts Administration

FIREFIGHTER PHYSICAL EXAMS
CONTRACT AMENDMENT 1

THIS CONTRACT AMENDMENT is made and entered into this 19 day of May, 2020, by and between the following Parties: **TREASURE COAST MEDICAL ASSOCIATES, INC.**, a Florida corporation, hereinafter referred to as "CONTRACTOR," and the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

RECITALS:

WHEREAS, the Parties have previously entered into a Contract, dated July 1st, 2019 (hereinafter the Original Contract); and

WHEREAS, the Parties recognize that certain tests in CONTRACTOR's bid were not captured in the written contract, although CONTRACTOR is providing them at no additional cost as part of the standard comprehensive medical examination; and

WHEREAS, the Parties desire to ensure the contract correctly reflects the intent of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree, as follows:

1. The above recitals are incorporated into this Contract Amendment by this reference.
2. To the extent any of the terms of this Amendment conflict with the terms of the Original Contract, the terms of this Amendment control. All other terms of the original Contract remain in full force and effect.
3. Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that Party to the obligations stated herein.
4. The Parties agree to amend paragraph one of the original contract, to include the following sentence at the end of the paragraph one: "In addition to the requirements at Attachment A, CONTRACTOR agrees to provide the following laboratory tests; CA125 (for women), H-A1C (for everyone), and PSA (for men over the age of 45), at no additional cost to the County as part of its standard comprehensive medical examination."
5. The Parties agree the following provision is added to the Original Contract:

25. SCRUTINIZED COMPANIES:

- A. The CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR or its subcontractors are found to have ~~submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the~~ Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.
- B. If this Contract is for more than one million dollars, the CONTRACTOR further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

C. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the contract.

D. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract.

E. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

IN WITNESS WHEREOF, the Parties have executed this Contract Amendment on the date first written above.

ATTEST:

By:

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Bryan Lober, Chair

as approved by the Board May 19, 2020

Reviewed for legal form and content:

Christine M. Schwerak 05/07/2020

Assistant County Attorney

WITNESS:

Signature


Aurora Rubio/ VP of Clinical Admin.

Name/Title Typed or Printed

TREASURE COAST MEDICAL ASSOCIATES, INC.


Michael Adelsberg, President

5/11/20

**FIREFIGHTER PHYSICAL EXAMS
CONTRACT FOR SERVICES**

THIS CONTRACT is entered into this 1st day of July 2019 by and between the following Parties: the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "COUNTY"), and Treasure Coast Medical Associates, a business having its primary business location at 3405 NW Federal Hwy, Jensen Beach FL, (hereinafter the "Contractor").

RECITALS

WHEREAS, the COUNTY is desirous of obtaining the services of a knowledgeable and qualified individual or entity to perform physical examinations for Brevard County Fire Rescue staff, and

WHEREAS, such services shall mutually benefit the parties and the residents of Brevard County, Florida.

NOW THEREFORE, the Parties mutually agree as follows:

1. **SCOPE:** The CONTRACTOR shall furnish all labor, materials, equipment, machinery, tools, and apparatus to perform all work or services specified in Attachment A, Request for Proposal (RFP) #P-7-19-07 and any addenda to the Request for Proposal.
2. **TERM:** This Contract is effective on the date of execution, for a term of two (2) years. At the end of this term, the COUNTY has the option, within its sole discretion, of renewing this Contract for up to two (2) one-year extensions. Should the CONTRACTOR wish to renew the Contract, it should relay that information to the COUNTY in writing at least 60 days prior to the expiration of the 3-year term.
3. **PAYMENTS:** The COUNTY shall pay the CONTRACTOR for C o n t r a c t work or services as provided in Attachment B. The COUNTY reserves the right to deduct from any CONTRACTOR invoice an amount for defective or nonconforming work or for work not provided but invoiced. The COUNTY shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70 et seq.

4. **INDEMNIFICATION:** The CONTRACTOR shall indemnify and hold harmless the COUNTY and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of its work under this Contract, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the CONTRACTOR, or anyone directly or indirectly employed by the CONTRACTOR, or anyone directly or indirectly employed by the CONTRACTOR, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a Party indemnified thereunder. In any and all claims against the COUNTY, or any of its agents or anyone directly or indirectly employed by the CONTRACTOR, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

5. **COMPLETE CONTRACT, MODIFICATIONS TO CONTRACT, ASSIGNMENTS:** This Contract expressly incorporates and includes Attachment A, Request for Proposal (RFP) #P-7-19-07; Attachment B; any addenda to the Request for Proposal; and any other attached exhibits, task assignments and schedules. This Contract constitutes the entire Contract between the COUNTY and the CONTRACTOR and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented or canceled by a written instrument duly executed by all Parties. CONTRACTOR may not assign this Contract to another entity without the express written permission of the COUNTY.

6. **INSURANCE:** The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract:

- a. **Professional Liability Insurance:** Professional Liability Insurance issued by responsible insurance companies and in a form acceptable to the COUNTY, with combined single limits of not less than One Million Dollars.
- b. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the COUNTY, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.

- c. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.
- d. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
- e. **Insurance Certificates:** The CONTRACTOR shall provide the COUNTY with Certificates(s) of Insurance on all the policies of insurance and renewals in a form(s) acceptable to the COUNTY. The General Liability Insurance and Auto Liability Insurance policies shall provide that the COUNTY is an additional insured. The COUNTY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the COUNTY and licensed and authorized under the laws of the State of Florida.

7. **GOVERNING LAW, VENUE, ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Contract, each Party shall bear its own attorney's fees and costs. This Contract shall be governed, interpreted and construed according to the laws of the State of Florida. Venue shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

8. **COMPLIANCE WITH STATUTES:** It is the CONTRACTOR'S responsibility to be aware of and comply with all federal, state and local laws, rules, regulations, licensing requirements or standards that govern or apply to CONTRACTOR's duties and obligation under this Contract. CONTRACTOR expressly acknowledges its obligation to maintain the security and confidentiality of individually identifiable health information and agrees that all its activities under this contract will comply with applicable state and federal privacy and confidentiality laws, to include the Health Insurance Portability and Accountability Act "HIPAA."

9. **ASSIGNMENTS:** Contractor shall not assign any portion of this Contract without the written permission of the COUNTY.

10. **TERMINATION:** If either Party fails or refuses to perform any of the Contract provisions Contract or otherwise fails to timely satisfy its provisions, either Party may notify the other Party in writing of the nonperformance and terminate the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. The CONTRACTOR may cancel the Contract, for good cause, upon ninety (90) days prior written notice to the COUNTY. The

COUNTY retains the right to terminate the Contract, in part or in its entirety, with or without cause upon thirty (30) days prior written notice. Any work completed or services provided prior to the date of termination shall, at the option of the COUNTY, become the property of the COUNTY. The COUNTY is only responsible for payment for work completed prior to the effective date of termination.

11. **INDEPENDENT CONTRACTOR:** The CONTRACTOR shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the CONTRACTOR or any of its agents or employees to be the agent, employee or representative of the COUNTY.

12. **RIGHT TO AUDIT RECORDS:** The CONTRACTOR shall keep books, records, and accounts of all C o n t r a c t activities, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 691-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to Contract performance shall be open to inspection during regular business hours by an authorized office representative and shall be retained by the CONTRACTOR for a period of three (3) years after Contract termination for accounting related records and for other public records, five (5) years after termination of this Contract, or for any longer periods of time as may be required by applicable retention schedules. All books, records, and accounts related to the performance of this Contract shall be subject to the applicable provisions of Chapter 119 and Section 401.30, Florida Statutes.

13. **INTELLECTUAL PROPERTY:** To the extent that a copyright attaches to Contract work produced, in whole or in part, for the benefit and use of the COUNTY under this Contract, the CONTRACTOR agrees it has given the COUNTY a royalty-free, world-wide, non-exclusive, irrevocable, unlimited license in the work, that may be sub-licensed or used in a derivative work as the COUNTY sees fit.

14. **PUBLIC RECORDS:** The CONTRACTOR understands Florida has very broad public records laws. The CONTRACTOR agrees to comply with any request for this public records or documents related to this Contract, in accordance with Section 119.07, Florida Statutes. Upon such a request, the COUNTY or CONTRACTOR, as the case may be, will promptly inform the other Party of the request and, upon request of the other Party, provide electronic copies of the responsive public records provided, at no additional cost to the COUNTY or CONTRACTOR, as the case may be. CONTRACTOR agrees and understands any written communications with

CONTRACTOR, to include emails, email addresses, a copy of this contract, and any supporting Contract documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

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 BREVARD COUNTY FIRE/RESCUE, MS. PAMELA BARRETT, PAMELA.BARRETT@BREVARDFL.GOV, 1040 FLORIDA AVE, ROCKLEDGE, FLORIDA 32955.

15. **UNAUTHORIZED ALIEN WORKERS:** COUNTY will not intentionally award a publicly-funded contract to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The COUNTY shall consider a CONTRACTOR's intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

16. **FEDERAL TAX ID NUMBER:** The CONTRACTOR shall provide to the COUNTY their Federal Tax ID Number or, if the CONTRACTOR is a sole proprietor, a Social Security Number.

17. **EMPLOYMENT:** The CONTRACTOR shall not engage the services of any person or persons now employed by the COUNTY, including any department, agency, board or commission, to provide services relating to this contract without COUNTY's written consent.

18. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted CONTRACTOR list.

19. **CONSTRUCTION OF CONTRACT:** The parties acknowledge that they fully reviewed this Contract and its attachments, and had the opportunity to consult with legal counsel of their choice. This Contract shall not be construed against any Party as if they were the drafter of this Contract.

20. **CONTINUED MANAGEMENT BY THE NAMED PARTIES:** Continuation of the Contract is contingent on continued management by J. Michael Adelberg, MD, FAEP. Noncompliance with this provision is grounds for the COUNTY to terminate the Contract for default. The COUNTY can only agree to substituted management by a written modification signed by both parties.

21. **NOTICE:** All Contract notices required or permitted, and any written consents or approvals required, shall be in writing and are in effect upon receipt. Notices shall be transmitted either by personal hand delivery; United States Postal Service (USPS), certified mail return receipt requested; or, overnight express mail delivery. E-mail and facsimile transmission may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

Fire Chief Mark Schollmeyer
Brevard County Fire Rescue
1040 S Florida Ave
Rockledge FL 32955

J. Michael Adelberg, MD, FAEP
Treasure Coast Medical Associates
3405 NW Federal Hwy.
Jensen Beach, FL 34957

22. Employment Eligibility Verification (E-Verify):

- 22.1 CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the term of the contract.
- 22.2 CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.
- 22.3 CONTRACTOR agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of CONTRACTOR's enrollment in the program. This includes maintaining a copy of proof of CONTRACTOR's and any subcontractors' enrollment in the E-Verify Program.
- 22.4 Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.
- 22.5 A CONTRACTOR who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification

information from the E verify program, the CONTRACTOR hires or employs a person who is not eligible for employment.

22.6 Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

23. **SEVERABILITY.** If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to rehabilitate and replace the unenforceable provision or provisions of this Contract with lawful terms and conditions approximating the original intent of the Parties.

24. **COUNTERPARTS AND AUTHORITY:** This Contract may be executed in counterparts, all of which, taken together, shall constitute one and the same Contract. Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that Party to the obligations in this Contract.

(Signature Page Follows)

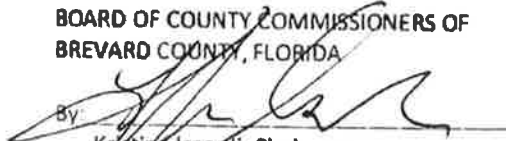
IN WITNESS WHEREOF, the Parties have caused this Contract to be executed and delivered by their duly authorized representatives.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By: 

Kristine Isnardi, Chairman

Date: _____

As approved by Board on: August 15, 2018

Treasure Coast Medical Associates

WITNESS:

Aurora Rubio

By: 

Signature
Date: 06/04/2019

J. Michael Adelberg, President

Name & Title, Typed or Printed

Attachment A

SUBMIT SEALED PROPOSAL TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940				REQUEST FOR PROPOSAL Proposal Acknowledgment	
PROCUREMENT ANALYST: Stephanie Reynolds Stephanie.Reynolds@brevardfl.gov		(321) 617-7390 Ext. 5-2201		AN EQUAL OPPORTUNITY EMPLOYER	
PROPOSAL SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or DemandStar [®] website and VendorLink.					
RELEASE DATE: March 14, 2019		PROPOSAL TITLE: Physical Examinations-Fire Rescue		PROPOSAL NUMBER: P-7-19-07	
PRE-PROPOSAL DATE, TIME, AND LOCATION: None Required				PROPOSAL OPENING DATE AND TIME: April 4, 2019 @ 3:00 pm	
PROPOSAL RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED					

▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS: 		FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN): 	
TELEPHONE NUMBER/TOLL-FREE NUMBER: ()		If returning as a "no proposal," state reason:	
I certify that this proposal is made without prior understanding, Contract, or connections with any corporation, Contractor or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Contractor. In submitting a proposal to the County of Brevard, the Contractor offers and agrees that if the proposal is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.		The Contractor acknowledges that information provided in this RFP is true and correct. X AUTHORIZED SIGNATURE (MANUAL) NAME (PRINTED/TYPED) TITLE _____ DATE _____	

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR PROPOSAL

Sworn to and subscribed before me this _____ day of _____ 20____.		(AFFIX SEAL OR STAMP)
Personally known: ☐		
Or produced identification: ☐ Type of ID: _____		
SIGNATURE OF NOTARY PUBLIC _____ STATE _____ NAME OF NOTARY PUBLIC (PRINTED) _____		
My commission expires: _____		

BOND DATA

CONTRACTOR MUST PROVIDE:		AMOUNT:	
Yes ☐	No ☒	BID BOND	
Yes ☐	No ☒	PERFORMANCE BOND	
Yes ☐	No ☒	LABOR, MATERIAL, PERFORMANCE BOND	
In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:			
BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
\$ 1,000,000	I	\$ 25,000,000	V
\$ 2,000,000	II	\$ 50,000,000	VI
\$ 5,000,000	III	\$ 100,000,000	VII
\$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

 PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.
 ALL FIRST TIME CONTRACTORS MUST SUBMIT A CURRENT W-9 FORM.

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. DEFINITIONS:

- a. COUNTY - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.
- b. CONTRACTOR - The term "CONTRACTOR" used herein refers to the dealer/ manufacturer/business organization submitting a Proposal to the County in response to this solicitation or any organization that will be awarded a contract pursuant to the terms, conditions and quotations of the Proposal.
- c. USING AGENCY - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
- d. HEAVY DUTY - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
- e. QUALIFIED CONTRACTOR - The best Contractor who has the capability in all respects to fully perform the Proposal requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, and any other information required by Board policies.
- f. RESPONSIVE CONTRACTOR - A Contractor who has submitted a bid or proposal, which conforms in all respects to the requirements of the solicitation, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.
- g. DUE CAUSE - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF PROPOSALS:** All Proposals shall be submitted in a sealed envelope. The Proposal number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any Proposals received in Purchasing after the specified date and time will not be accepted. An original and number of copies indicated of the Proposal must be submitted unless otherwise noted.

3. **EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. ~~All corrections made by Contractor to any Proposal entry must be initialed.~~ The company and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **PROPOSAL OPENING:** Proposal opening shall be public on the date and time specified. Sealed proposals received by an agency pursuant to requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after Proposal or proposal opening, whichever is earlier in accordance with Florida Statute 119.071(1) (b) 2. The names of the Contractors submitting a competitive solicitation will be

read aloud at the time of the opening. No details of the competitive solicitation will be released. Proposal must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of thirty (30) days unless otherwise specified.

5. **PROPOSAL TABULATIONS:** Proposal tabulations are posted to: www.demandstar.com and VendorLink.

6. **CLARIFICATION/CORRECTION OF PROPOSAL ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940, or emailed to the attention of the applicable Purchasing Agent. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the Proposal. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which will ONLY be posted to www.demandstar.com and www.myvendorlink.com. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Proposer from any obligation under his Proposal as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their Proposal.

8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Contractor prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for term of the contract unless a change is authorized by the County. The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County is exempt from Federal Excise Taxes and all sales taxes.

12. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Proposal evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Contractors offering "equal" products will be considered for award if such products are clearly identified in the Proposal and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his Proposal that the Contractor is offering an "equal" product, the Contractor shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Proposals and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the Proposal and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the Proposal, or prior to RFP opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
16. **ASSIGNMENT:** Any purchase order issued pursuant to this Proposal and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.
18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
19. **TRAINING:** If specified, Contractor(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any item(s) purchased from this Proposal.
20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in Proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the Proposal list and the Contractor disqualified from doing business with the County.
21. **SAFETY WARRANTY:** The selling dealer, distributor, Contractor, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this Proposal shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this Proposal.
23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all Proposals or waive any minor irregularity or technicality in Proposals received. Contractors are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive and qualified. All awards made as a result of this Proposal shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. The County reserves the right to cancel an awarded Proposal upon due cause, i.e. Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.
24. **Unless otherwise noted in the Proposal document, Contractors shall submit one Proposal only.**
25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and County Ordinances. All Contractors must disclose with their Proposal the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.
26. **PURCHASING CONTRACTS WITH OTHER GOVERNMENT ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor(s).
27. **DRUG-FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality, and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All Contractors are hereby placed on notice the County Commission and staff shall not be contacted about this Proposal. Contractors and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the RFP; and written correspondence in regard to Proposals may be submitted to the Purchasing Manager. Each Proposal will have one purchasing staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify Contractor from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All Contractors are hereby placed on notice 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 proposal

on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction repair of a public building or public work, may not submit proposals 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An Contractor placed on the Discriminatory Vendor List shall not submit a proposal for a contract to provide goods or services to a public entity, shall not submit a proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.
31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

33. The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. The County does not exempt itself from permitting requirements. The County shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.
34. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Proposal's total offer will be adjusted accordingly.
35. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this Proposal award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the Proposal to maintain continuous coverage during the life of the award.
36. **INCURRED COST:** The County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this RFP are entirely the obligation of the Contractor and shall not be chargeable in any manner to the County.
37. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other Contract by which an interest is retained by the seller.
38. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
39. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.
40. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.
41. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this Contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the Contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the Contractor, and the contract manager upon completion of such portion.
42. **OPERATION DURING DISPUTE:** In the event the County has not canceled the Contract in accordance with the terms of the Contract, and there remains a dispute between the proposer and the County, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
43. **CONTRACT TERMINATION:** The Contract resulting from this Proposal shall commence upon issuance and acceptance of the fully executed Contract. The County user agency shall issue orders against the Contractor

on an as needed basis. The Contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the Contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.

44. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.
45. **CONTRACTOR RESPONSIBILITIES:** A Contractor, by submitting a Proposal, certifies that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this Contract.
46. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the Contract will be monitored by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
47. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the proposal. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
48. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP products encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
49. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the proposer and the County.

50. **PROMPT PAYMENT:** For payment promptness, the County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. The County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

51. **RIGHT TO AUDIT RECORDS:** In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of three (3) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.

52. **UNAUTHORIZED ALIEN WORKERS:** The County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. The Contractor is required to submit a copy of the fully executed E-Verify Memorandum of Understanding with bid.

53. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of 119.07(1)(e) and (f), Fla. Stat.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor

shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

54. **REFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.
55. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.
56. **TIE BIDS:** Award of all ties shall be made by the Purchasing Manager in accordance with State Statutes, which allows a Contractor certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):
- a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that the company is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;
 - b. Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the Contractor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
 - c. In the event that a tie still exists after progressing through both options listed above, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.
57. **CONTRACTOR COMPLAINTS AND DISPUTES:** The County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:
- a. **POSTING OF AWARD NOTICES**
FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his designee shall post the selection committee's rankings and recommended award.

b. **PROCEEDINGS**

Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a Hearing Coordinator and the County Attorney or designee may be requested to attend. The Purchasing Manager or designee shall record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

PHYSICAL EXAMINATIONS-FIRE RESCUE
P-7-19-07
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Attachments: Exhibit A – Reference Form
Exhibit B – Draft Contract
Exhibit C- Confirmation of E-Verify Participation Form
Exhibit D- Contractor Affidavit Regarding Scrutinized Company List

PHYSICAL EXAMINATIONS-FIRE RESCUE
P-7-19-07
PROPOSAL SCHEDULE

PROPOSAL SCHEDULE

The following anticipated timeline for completion of the Request for Proposal process and implementation has been established:

IDENTIFICATION DATE

03/14/2019

RELEASE OF PROPOSAL

03/27/2019 @ 5:00 pm

DEADLINE FOR QUESTIONS

04/04/2019 @ 3:00 pm

PROPOSAL DUE DATE

Date & Time TBD

SELECTION COMMITTEE MEETING

Date & Time TBD

ISSUE AWARD NOTICE

**PHYSICAL EXAMINATIONS-FIRE RESCUE
P-7-19-07
SPECIAL CONDITIONS**

1. **INTRODUCTION/PURPOSE:**

The purpose of this Request for Proposal (RFP) is to select an experienced, qualified, and capable contractor to conduct Firefighter Physical Exams and other designated medical services on an as needed basis.

Estimated annual quantities for the medical physical exams are as follows:
Brevard County Fire Rescue: 600/year

2. **CONTRACT PERIOD:**

The term of this agreement shall be for two years from the date of award. The agreement may be extended by mutual agreement for two additional one year periods. Based on the response to this Request for Proposal, the Selection Committee will select and/or recommend to the BOCC a firm to provide to the County the services required under this Request for Proposal.

Proposal prices shall remain firm for the first twelve months of this contract. The awarded contractor may have an opportunity to request an annual price adjustment for the second and subsequent years of this contract. The request for price adjustment must be submitted in writing no later than ninety calendar days prior to the annual anniversary of the contract start date. The request for price adjustment must include written justification (raw material price increase, labor, etc.) for the increase and a copy must be sent to the Purchasing Manager. Any approved request for price adjustment will not take effect until the anniversary of the contract start date and any such granted price adjustment will be in effect for the twelve month period following the said anniversary start date. Written request for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index. Any price adjustment shall be approved by the Purchasing Manager or designee prior to the new price becoming effective.

3. **BACKGROUND:**

Contractor must have mobile capability such as a mobile medical vehicle and/or portable medical equipment which can be transported and set up to provide complete screening per the Scope of Services, which will allow for greater accessibility to Brevard County Fire Rescue personnel, Brevard County Fire Rescue will provide a treadmill and temporary space to conduct medical services for a timeframe not to exceed one hundred twenty days annually. Testing location may be moved up to three times to provide better geographic access to Brevard County Fire Rescue employees. Vendor shall indicate capability on price sheet and provide separate equipment list of make/type of machine(s), and description. The Contractor is responsible for transport of all equipment, fuel, material, and supplies to and from the site. Brevard County will NOT pay any fuel, surcharges, or set-up fee in order to incorporate this service. If contractor does not have mobile capability the contractor must have at minimum three locations within Brevard County with one located in the North, one Central and one South with adequate parking, entrance and egress for multiple large fire service vehicles during exams.

4. **PROPOSAL SUBMITTAL:**

Please submit one original and five hard copies of proposal along with an electronic copy on CD/DVD/USB flash drive no later than **3:00 p.m. local time April 4, 2019**. Paper copies must

be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and five hard copies on paper, plus one compact disc or flash drive. Sealed proposals must be clearly marked as follows:

"RFP # P-7-19-07, Physical Examinations-Fire Rescue" and returned to:

Purchasing Services
Brevard County Government Center
2725 Judge Fran Jamieson Way, 3rd Floor, Suite C303
Viera, FL 32940

All proposals received on or before the due date and time will be opened at **3:00 p.m. local time April 04, 2019**, at which time, the names of the firms submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1), Florida Statutes.

***Note:** Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to Purchasing Services on the third (3rd) floor at the above address. **Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk.** To be considered, a proposal must be accepted in Purchasing Services no later than the Request for Proposal closing date and time. If the proposal is delivered anywhere else, it may not reach Purchasing Services in time.

5. **PRE-PROPOSAL MEETING DATE AND TIME:**

None Required

6. **INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this proposal, contact Stephanie Reynolds, Purchasing Services at 321-617-7390, or by email at Stephanie.Reynolds@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services. No interpretation of the meaning of the proposal, any correction of any apparent ambiguity, inconsistency or error therein, will be made by any proposer orally. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or emailed to the attention of Stephanie Reynolds at Stephanie.Reynolds@brevardfl.gov. To be given consideration, such requests must be received in writing **no later than March 27, 2019 @ 5:00 pm**. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Procurement Analyst in writing shall be binding. Any request for additional information should be referred to the County Office of Purchasing Services.

Any addenda will be transmitted by written addendum through Purchasing Services and posted to <http://www.demandstar.com> and [VendorLink](#). The County will not notify bidders of addenda. It is the sole responsibility of the bidder to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Interviews may be conducted. Proposals will be reviewed, scored and ranked by a Selection

Committee using the evaluation criteria as outlined herein, and may conduct interviews from the top ranked firms.

The County will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

Right to Submitting Material: All responses, inquiries or correspondence relating to or in reference to this Requesting for Proposal, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of Brevard County.

Contract Negotiation: The County at its sole discretion, reserves the right to enter into contract negotiations with the highest ranked, responsive, responsible Contractor. If the County and said Contractor cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with the next highest ranked, responsive, responsible Contractor. This process will continue until an acceptable Contract to the County has been executed or all proposals are rejected. No Contractor shall have any rights against the County arising from such negotiations or termination thereof.

Physical Examinations-Fire Rescue
P-7-19-07
SCOPE OF SERVICES

Contractor shall provide Firefighter Physical Exams and other designated medical services to Brevard County Fire Rescue department as needed for the term of two years, with two optional one-year extensions.

1. FIREFIGHTER PHYSICAL EXAM

A comprehensive medical examination (items A-I) to include a health risk assessment, a complete medical history review to determine any health conditions that would prevent, or could be aggravated by, performing the duties of the position, including but not limited to: the ability to carry equipment, wear protective equipment/clothing and meet the physical and psychological demands of the firefighter position. This medical history must also include any significant changes, job-related exposures/injuries and new symptoms since the previous physical.

A. Cardiac Assessment

- Echocardiogram
- Resting EKG
- Carotid artery ultrasound
- Abdominal aorta ultrasound
- Peripheral vascular test
- Exercise Stress Test: Annually

B. Cancer and Disease Assessment

- Skin cancer screening
- Prostate exam (MEN ONLY)***NOTE: Employee may bring test results from personal physician if test is less than one year old. (*test optional to the employee*)
- PSA (MEN ONLY) Age 45> (*test optional to employee*)
- Thyroid ultrasound
- Liver, pancreas, gall bladder, spleen, and kidney ultrasound
- Pelvic ultrasound (WOMEN ONLY).***NOTE: Not necessary for post total hysterectomy
- Diabetes test (glucose)
- Tuberculosis screening, annually. (This shall be performed as a blood test on those individuals identified by the County only)

C. Pulmonary Function Test for respirator use

D. Lab tests

- Urinalysis
- Total lipid profile
- Complete blood count
- Comprehensive metabolic panel
- Thyroid stimulating hormone (TSH)
- Cholinesterase and Heavy Metal Testing every two years (This shall be performed as a blood test on those individuals identified by the County only)

E. Visual Acuity Test

- Visual acuity corrected vision shall be to at least 20/30 Snellen in each eye
- Color vision
- Depth perception
- Peripheral vision - Visual field performance shall be 140° in the horizontal meridian combined.
- Night blindness - A history of night blindness should be evaluated to determine employee's capacity to perform essential tasks at night or in dark or low settings.

F. Hearing exam (audiometric exam).

G. Personal consultation with physician, PA, MSN, or NP, to review test results and receive recommendations for medical interventions and counseling for disease management.

H. Behavioral modification recommendations for:

- Tobacco cessation
- Stress management
- Diet and nutrition plan
- Healthy heart
- Diabetes management
- Healthy mind, healthy body information

I. Fitness Program

- Fitness and agility evaluation
- Body composition analysis
- Cardiovascular training
- Resistance training
- Stretching/flexibility training
- Nutritional analysis
- Weight management goals

J. Additional Services *(please list separately on price sheet)*

- Chest x-ray: Optional annually, required a minimum every five years.
- Hepatitis B titers for new employees and as needed. Hepatitis C screening for new employees and as requested by employer

2. Stress test treadmill electrocardiograms will be supervised by a licensed physician, PA, MSN, or NP.

3. The quantities listed on the price sheet are estimated quantities for a one year period for aid in proposal preparation only. Orders will be in varying quantities and have no minimum quantity restrictions. Brevard County Fire Rescue reserves the right to increase or decrease the total quantities necessary. Proposal prices shall reflect this operation.

4. MAINTENANCE: Awarded Contractor shall be required to perform maintenance, sanitize, and clean equipment as per manufacturer's recommendation in order to provide continuous optimum operating standard. In the event equipment becomes inoperable, and cannot be

replaced and/or repaired within a reasonable time frame, Brevard County Fire Rescue reserves the right to obtain an alternative provider.

5. **REPORTING:** A copy of the complete examination and test results must be provided to the employee and Brevard County Fire Rescue either in person or via U.S. Mail within thirty calendar days of the exam. A Fit-for-Duty exam report stating whether the employee is medically fit to perform the essential duties of a firefighter, and results of Hepatitis titers/ screenings, must be provided to Brevard County Fire Rescue for each employee within fourteen calendar days of the exam. If the employee is found to be unfit for duty, Brevard County Fire Rescue must be notified by telephone within twenty-four hours of the exam, and provided a written notification within three calendar days of any tests that reveal conditions that could place the employee or team in immediate danger by continuing unrestricted duty. This written notification must be reviewed and signed by a licensed physician.
6. **SCREENING CAPACITY:** Facility and staff shall be capable of administering a minimum of forty physical exams, and associated procedures outlined, on a weekly basis.
7. **MOBILE TESTING:** Contractor must have mobile capability such as a mobile medical vehicle and/or portable medical equipment which can be transported and set up to provide complete screening per the Scope of Services, which will allow for greater accessibility to Brevard County Fire Rescue personnel, Brevard County Fire Rescue will provide a treadmill and temporary space to conduct medical services for a timeframe not to exceed one hundred twenty days annually. Testing location may be moved up to three times to provide better geographic access to Brevard County Fire Rescue employees. The Contractor is responsible for transport of all equipment, fuel, material, and supplies to and from the site. Brevard County will NOT pay any fuel, surcharges, or set-up fee in order to incorporate this service. If contractor does not have mobile capability the contractor must have at minimum three locations within Brevard County with one located in the North, one Central and one South with adequate parking, entrance and egress for multiple large fire service vehicles during exams. Contractor shall indicate capability on price sheet and provide separate equipment list of make/type of machine(s),
8. Awarded Contractor shall NOT compromise safety or allow any conditions to endanger or inconvenience the Brevard County Fire Rescue personnel nor provide false validity of test and/or results.
9. **MEDICAL LABORATORY:** Medical laboratory shall meet all equipment, location, and personnel requirements as established by Department of Transportation regulations (49 CFR 40, 59 FR 43000, as amended) and be properly licensed. Contractors shall provide a facility and certified technician within Brevard County, Florida to collect blood and urine specimens.
10. Awarded Contractor shall have experience and provide documentation upon request in providing occupational health care.
11. **MEETINGS AND PUBLIC HEARINGS:** Awarded contractor shall provide a knowledgeable employee or consultant upon request to attend any meeting or public hearing(s) relative to the services being performed.
12. **CANCELLATION:** Awarded Contractor shall not charge for any scheduled appointment and/or examination cancelled at least twenty-four hours in advance.

13. REFERENCES: Contractor will provide addresses of most recent governmental and/or commercial health services performed with contact name and address for a minimum of three companies, beginning and ending contract dates, Owner's representative (i.e., office manager, supervisor, or health & safety officer) including telephone and FAX numbers. This information must be accurate and complete and must prove that the contractor is providing maintenance to a satisfactory standard for the project. Written references cannot be substituted. *Only one Brevard County departmental reference may be used.* Contractor will list the required references on the included County Reference Form.
14. LICENSE/CERTIFICATION: The required license/certification must be possessed by the Contractor and/or authorized employee at the time of proposal submittal and maintained current for the duration of the agreement. Contractor is required to submit at the time of proposal submittal a Copy of Florida Physician's Medical License and Copy of Florida Medical Laboratory Certification.
15. OPTIONAL SERVICES: The Contractor is not required to submit pricing for optional services listed on the price sheet if Contractor does not provide these services.

Physical Examinations-Fire Rescue
P 7-19-07
Essential Structural Firefighting Functions

SECTION I:

The medical requirements in this standard were based on in-depth consideration of essential firefighting functions. These essential functions are what members are expected to perform at emergency incidents and are derived from the performance objectives stated in NFPA 1001, Standard for Firefighting Professional Qualifications. When making his/her assessment of candidate/personnel's ability to perform the job, the factors the physician needs to take into consideration, include, but are not limited to:

- a) Operating both as a member of a team and independently at incidents of uncertain duration.
- b) Spending extensive time outside exposed to the elements.
- c) Tolerating extreme fluctuations in temperature while performing duties. Firefighters are often required to perform physically demanding work in hot (up to 400°F), humid (up to 100%) atmospheres while wearing equipment that significantly impairs body-cooling mechanisms.
- d) Experiencing frequent transition from hot to cold and from humid to dry atmospheres
- e) Working in wet or muddy areas.
- f) Performing a variety of tasks on slippery, hazardous surfaces such as on rooftops or from ladders.
- g) Working in areas where sustaining traumatic or thermal injuries is possible.
- h) Facing exposure to carcinogenic dusts, such as asbestos, toxic substances such as hydrogen cyanide, acids, carbon monoxide, or organic solvents, either through inhalation or skin contact.
- i) Facing exposure to infectious agents such as Hepatitis or HIV.
- j) Wearing personal protective equipment that weighs approximately 50lbs while performing firefighting tasks.
- k) Performing physically demanding work while wearing positive-pressure breathing equipment with 1.5" of water column resistance to exhalation at a flow of 40L/minute.
- l) Performing complex tasks during life-threatening emergencies.
- m) Working for long periods of time requiring sustained physical activity and intense concentration.
- n) Facing life-or-death decisions during emergency conditions.
- o) Being exposed to grotesque sights and smells associated with major trauma and burn victims.
- p) Making rapid transitions from rest to near-maximal exertion without warm-up periods
- q) Operating in environments of high noise, poor visibility, limited mobility, at heights, and in enclosed or confined spaces.
- r) Using manual and power tools in the performance of duties.
- s) Relying on senses of sight, hearing, smell, and touch to help determine the nature of the emergency, to maintain personal safety, and to make critical decisions in a confused, chaotic, and potentially life-threatening environment throughout the duration of the operation.

PHYSICAL EXAMINATIONS-FIRE RESCUE
P-7-19-07
PRICE SHEET

ITEM NO.	EST. ANNUAL USAGE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	600	Firefighter Physical Exam	\$	\$
2.	170	Chest x-ray, 2 view w/ radiologist interpretation	\$	\$
OPTIONAL SERVICES:				
3.	133	Hepatitis B Titers	\$	\$
4.	20	Hepatitis B Booster	\$	\$
5.	143	Hepatitis C screening	\$	\$
6.	100	Cholinesterase and Heavy Metal Testing	\$	\$
7.	25	Tuberculosis blood test-if positive skin test	\$	\$

Attending Physician (name): _____

Is attending physician authorized to read and interpret test results? ☐ Yes or ☐ No

State of Florida Health Permit Number: _____

Business/Occupation License Number: _____

Mobile Medical Vehicle: ☐ Yes or ☐ No

Audiology Booth available: ☐ Yes or ☐ No

Portable Medical Equipment: ☐ Yes or ☐ No *please provide a list of type, machine(s), and description. Separate Medical Equipment List if applicable.*

Brevard County Office Location (if applicable): ☐ North Area ☐ Central Area ☐ South Area

Addresses: _____

Hours of Operation (office): _____

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms:

ADDENDUM ACKNOWLEDGMENT

Proposer acknowledges receipt of amendments by indicating amendment number and its date of issue.

Add. No. _____ Dated _____ // Add. No. _____ Dated _____

Add. No. _____ Dated _____ // Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Proposal # 7-19-07 Physical Examinations-Fire Rescue.

CONTRACTOR NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____ DATE _____

TELEPHONE # _____ FAX # _____

EMAIL _____

**PHYSICAL EXAMINATIONS-FIRE RESCUE
P-7-19-07
EVALUATION AND SELECTION PROCESS**

Evaluation of proposals will be conducted by an evaluation committee comprised of qualified County staff. The committee will evaluate, score and rank all responsive proposals based upon the information and references contained in the proposals submitted. Once each member of the Selection Committee has rated each proposal and completed a rating sheet, a composite is developed which indicates the Committee's collective ranking of the highest rated proposal in a descending order. Based on the response to this Request for Proposal, the Selection Committee will select and/or recommend to the BOCC firms qualified to provide to the County the services required under this Request for Proposal.

The following criteria will be used for evaluating Proposals for Brevard County and will be based on certain objective and subjective considerations as listed below:

1. Qualifications/Expertise/Experience
2. Availability and Mobile Testing
3. Cost and Additional Medical Services

Criteria

1. Qualifications/Expertise/Experience (50 Possible Points)

Contractors will be evaluated based on comparable experience, background, & specialty of physician(s) assigned. Is the firm experienced in providing medical services similar to those requested in the Request for Proposal? Consider past performance and evaluation of references in the proposal.

2. Availability and Mobile Testing (30 Possible Points)

Consider office location(s) and ability to provide adequate office hours to accommodate personnel and requirements for physical exam. Ability to perform off-site examinations and lab tests including equipment. Capability to setup temporarily at various locations and/or possess mobile medical vehicle.

3. Cost and Additional Medical Services (20 Total Possible Points)

Based on cost per physical examinations as described in the Scope of Service. Additional medical and/or laboratory services available & performed at office location(s). Also, cost of the other tests & optional services detailed on Price Sheet.

TOTAL SCORE (100 possible points)

Award of this service contract will be based on the selection criteria stated above.

The following people have been selected to serve on the selection committee:

Michael Zocchi, Assistant Chief of Professional Development
Teresa Coble, Human Resource Specialist, Human Resources Department
Cindy Paulin, Special Project Coordinator II, Brevard County Fire Rescue
Michael Bramson, IAFF President
Michael Watson, Safety & Health Officer, Brevard County Human Resources

PHYSICAL EXAMINATIONS-FIRE RESCUE
P-7-19-07

PROPOSAL FORMAT

Interested firms who would like to be considered for this project should submit a Proposal accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability to provide and perform all of the professional services necessary to complete this project in an effective and timely manner. The firm's Proposal shall include:

Tab 1. Letter of Introduction and Executive Summary: Containing a summary of Contractor's ability to perform the services described in the RFP and confirms that Contractor is willing to perform these services and enter into a contract with the County. This letter must provide the names, title, phone, fax and email address for the person authorized to provide technical clarification regarding the proposal. This letter must be signed by an officer authorized to contractually obligate the submitting firm.

Tab 2. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal.

Tab 3. Company Qualifications-(8 pages) 50 pts

This section should provide information on the contractor's qualifications, expertise, and experience with occupational medicine and services as described in the Scope of Services. The contractor referenced qualifications should include providing the physician(s)'s background: the number of years that the physician has been in practice; the number of years being involved with the contractor; years involved with occupational medicine or related services; the physician's specialty and/or certification; published medical articles and/or research. The contractor should demonstrate their expertise and experience in assisting governmental entities including the company's ability to create reports.

Tab 4. Availability and Mobile Testing (5 pages) 30 pts

Contractor shall be able to provide adequate office hours and locations to accommodate requirements for physical exams. List and availability of the assign physician(s) and key personnel must be identified. Brevard County reserves the right to require medical firm to use specific data management software and/or provide written documentation in a specific format. This section should demonstrate the contractor's ability to provide physical exams at an alternative site(s) provided by Brevard County. Mobile testing may be in the form of a motorized custom medical vehicle or portable medical equipment and/or machinery which will be transported and setup by the contractor at it's own cost and responsibility. Mobile testing must have the ability to provide the overall physical exam scope as defined. A detailed summary including equipment listing and description outlining its portable medical capability.

Tab 5. Cost and Additional Medical Services (5 pages) 20 pts

Contractor shall complete and submit with their proposal, PRICE SHEET RESPONSE FORM based on cost per physical examination as described in the Scope of Service. Contractor should provide a list of portable medical equipment from the Price Sheet if applicable. The contractor's cost and ability to provide additional medical and/or laboratory services available onsite at specified location(s) as described in the Scope of Services. Please provide medical equipment list with the type of machine, the make of machine, and description if applicable.

Tab 6. Required Proposal Forms:

- Signed/Notarized Request For Proposal
- Copy of fully executed E-Verify Memorandum of Understanding for the Business
- Copy of Sample Physical/Stress Test Form
- Copy of Florida Physician's Medical License
- Copy of Florida Medical Laboratory Certification
- Completed Reference Form
- Contractor Affidavit Regarding Scrutinized Company List
- E-Verify Participation Form

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
Physical Examinations-Fire Rescue
P 7-19-06

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

PHYSICAL EXAMINATIONS-FIRE RESCUE
P-7-19-07
REFERENCE FORM – Exhibit A

REFERENCES – PROJECTS

List customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

Note: A contact person shall be someone who has personal knowledge of the contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do NOT list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #2. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #3. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #4. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #5. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

CONTRACTOR NAME _____
ADDRESS _____
PRINTED _____
SIGNATURE _____
AUTHORIZED SIGNATURE _____
TELEPHONE # _____ FAX# _____ DATE _____
EMAIL _____

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

Exhibit B

CONFIRMATION OF E-VERIFY PARTICIPATION FORM

(This form is to be submitted along with a fully executed copy of the E-Verify Memorandum of Understanding for the business)

In accordance with BCC Policy 25 all Contractors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

1. The County shall not enter into, or renew, a contract for goods or services with a Contractor that is not enrolled into E-Verify. Any Contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.
2. Contractors shall provide acceptable evidence of their enrollment at the time of the submission of the Contractor's proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this Participation Form.
3. All Contractors must meet this requirement unless:
 - a. The contract is solely for goods-based procurement where no services are provided; or
 - b. Where the requirement is waived by the Board of County Commissioners.
4. A Contractor who registers with and participates in the E-Verify program may not be barred or penalized under BCC Policy 25(3)(V) if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
5. Contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
6. Nothing in BCC Policy 25(3)(V) may be construed to allow intentional discrimination of any class protected by law.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the BCC-25. This form is in conjunction with Brevard County's General Conditions, Unauthorized Alien Workers.

Business Name

Bid Number and Name

Authorized Representative's Signature

Date

Name

Position

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Exhibit C

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

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. My relationship to _____ (name of bidder or contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business

activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. _____ (name of the bidder or contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. _____ (name of the bidder or contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. _____ (name of the bidder or contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

Notary Public

My commission expires:

{AFFIX SEAL or STAMP}

PHYSICAL EXAMINATIONS-FIRE RESCUE
P-7-19-07
PROPOSER CHECKLIST

The items indicated are required for submission with your proposal. Failure to submit any items indicated as required may result in rejection of the proposal. Offers to provide required items after the date and time designated for the receipt of proposals will not be considered.

- ☐ One original and five copies of proposal, CD/DVD Copy
- ☐ Completed Reference Form
- ☐ Signed and notarized proposer acknowledgement
- ☐ Completed Compliance Form
- ☐ Fully executed copy of the E-Verify Memorandum of Understanding for the business (Contractor provided form fully executed from Department of Homeland Security)
- ☐ E-Verify Participation Form
- ☐ Contractor Affidavit Regarding Scrutinized Company List
- ☐ Copy of Sample Physical/Stress Test Form
- ☐ Copy of Florida Physician's Medical License
- ☐ Copy of Florida Medical Laboratory Certification
- ☐ Medical Equipment List (If Applicable)
- ☐ Required Format-
- **Letter of Introduction**
- **Table of Contents**: Organized in the order cited in the format contained herein
- **Company Qualifications**: History and background of Proposer, expertise and experience with occupational medicine and services as described in the Scope of Services.
- **Availability and Mobile Testing**: Able to provide adequate office hours and locations to accommodate requirements for physicals exams. Demonstrating the medical firm's ability to provide physical exams at an alternative site provided by Brevard County. Able to provide mobile testing in the form of a motorized custom medical vehicle or portable medical equipment..
- **Cost and Additional Medical Services**: Proposer shall complete and submit with their proposal, PRICE SHEET RESPONSE FORM based on cost per physical examination as described in the Scope of Service. The Contractor's cost and ability to provide additional

medical and/or laboratory services available onsite at specified location(s) as described in the Scope of Services. include MEDICAL EQUIPMENT LIST (if applicable).

- **Required Forms:** Signed and notarized proposer acknowledgement, Reference Form, Compliance Form, Fully executed copy of the E-Verify Memorandum of Understanding for the business (Contractor provided form fully executed from Department of Homeland Security), E-Verify Participation Form, Contractor Affidavit Regarding Scrutinized Company List, Copy of Sample Physical/Stress Test Form, Copy of Florida Physician's Medical License, Copy of Florida Medical Laboratory Certification,

DRAFT CONTRACT
FIREFIGHTER PHYSICAL EXAMS
PROPOSAL #P-7-19-07
CONTRACT FOR SERVICES

Exhibit D

THIS CONTRACT is entered into this _____ day of _____ 2019 by and between the following Parties: the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "COUNTY"), and **(CONTRACTOR)**, a business having its primary business location at _____, (hereinafter the "Contractor").

RECITALS

WHEREAS, the COUNTY is desirous of obtaining the services of a knowledgeable and qualified individual or entity to perform physical examinations for Brevard County Fire Rescue staff, and

WHEREAS, such services shall mutually benefit the parties and the residents of Brevard County, Florida.

NOW THEREFORE, the Parties mutually agree as follows:

1. **SCOPE:** The CONTRACTOR shall furnish all labor, materials, equipment, machinery, tools, and apparatus to perform all work or services specified in Attachment A, Request for Proposal (RFP) #P-7-19-07 and any addenda to the Request for Proposal.
2. **TERM:** This Contract is effective on the date of execution, for a term of two (2) years. At the end of this term, the COUNTY has the option, within its sole discretion, of renewing this Contract for up to two (2) one-year extensions. Should the CONTRACTOR wish to renew the Contract, it should relay that information to the COUNTY in writing at least 60 days prior to the expiration of the 3-year term.
3. **PAYMENTS:** The COUNTY shall pay the CONTRACTOR for C o n t r a c t work or services as provided in Attachment B. The COUNTY reserves the right to deduct from any CONTRACTOR invoice an amount for defective or nonconforming work or for work not provided but invoiced. The COUNTY shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70 et seq.

4. **INDEMNIFICATION:** The CONTRACTOR shall indemnify and hold harmless the COUNTY and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of its work under this Contract, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the CONTRACTOR, or anyone directly or indirectly employed by the CONTRACTOR, or anyone directly or indirectly employed by the CONTRACTOR, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a Party indemnified thereunder. In any and all claims against the COUNTY, or any of its agents or anyone directly or indirectly employed by the CONTRACTOR, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

5. **COMPLETE CONTRACT, MODIFICATIONS TO CONTRACT, ASSIGNMENTS:** This Contract expressly incorporates and includes Attachment A, Request for Proposal (RFP) #P-7-19-07; Attachment B; any addenda to the Request for Proposal; and any other attached exhibits, task assignments and schedules. This Contract constitutes the entire Contract between the COUNTY and the CONTRACTOR and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented or canceled by a written instrument duly executed by all Parties. CONTRACTOR may not assign this Contract to another entity without the express written permission of the COUNTY.

6. **INSURANCE:** The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract:

- a. **Professional Liability Insurance:** Professional Liability Insurance issued by responsible insurance companies and in a form acceptable to the COUNTY, with combined single limits of not less than One Million Dollars.
- b. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the COUNTY, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.

- c. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.
 - d. **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.
 - e. **Insurance Certificates:** The CONTRACTOR shall provide the COUNTY with Certificates(s) of Insurance on all the policies of insurance and renewals in a form(s) acceptable to the COUNTY. The General Liability Insurance and Auto Liability Insurance policies shall provide that the COUNTY is an additional insured. The COUNTY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the COUNTY and licensed and authorized under the laws of the State of Florida.
7. **GOVERNING LAW, VENUE, ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Contract, each Party shall bear its own attorney's fees and costs. This Contract shall be governed, interpreted and construed according to the laws of the State of Florida. Venue shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.
8. **COMPLIANCE WITH STATUTES:** It is the CONTRACTOR'S responsibility to be aware of and comply with all federal, state and local laws, rules, regulations, licensing requirements or standards that govern or apply to CONTRACTOR's duties and obligation under this Contract. CONTRACTOR expressly acknowledges its obligation to maintain the security and confidentiality of individually identifiable health information and agrees that all its activities under this contract will comply with applicable state and federal privacy and confidentiality laws, to include the Health Insurance Portability and Accountability Act "HIPAA."
9. **ASSIGNMENTS:** Contractor shall not assign any portion of this Contract without the written permission of the COUNTY.
-
10. **TERMINATION:** If either Party fails or refuses to perform any of the Contract provisions Contract or otherwise fails to timely satisfy its provisions, either Party may notify the other Party in writing of the nonperformance and terminate the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. The CONTRACTOR may cancel the Contract, for good cause, upon ninety (90) days prior written notice to the COUNTY. The

COUNTY retains the right to terminate the Contract, in part or in its entirety, with or without cause upon thirty (30) days prior written notice. Any work completed or services provided prior to the date of termination shall, at the option of the COUNTY, become the property of the COUNTY. The COUNTY is only responsible for payment for work completed prior to the effective date of termination.

11. **INDEPENDENT CONTRACTOR:** The CONTRACTOR shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the CONTRACTOR or any of its agents or employees to be the agent, employee or representative of the COUNTY.

12. **RIGHT TO AUDIT RECORDS:** The CONTRACTOR shall keep books, records, and accounts of all C o n t r a c t activities, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 691-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to Contract performance shall be open to inspection during regular business hours by an authorized office representative and shall be retained by the CONTRACTOR for a period of three (3) years after Contract termination for accounting related records and for other public records, five (5) years after termination of this Contract, or for any longer periods of time as may be required by applicable retention schedules. All books, records, and accounts related to the performance of this Contract shall be subject to the applicable provisions of Chapter 119 and Section 401.30, Florida Statutes.

13. **INTELLECTUAL PROPERTY:** To the extent that a copyright attaches to Contract work produced, in whole or in part, for the benefit and use of the COUNTY under this Contract, the CONTRACTOR agrees it has given the COUNTY a royalty-free, world-wide, non-exclusive, irrevocable, unlimited license in the work, that may be sub-licensed or used in a derivative work as the COUNTY sees fit.

14. **PUBLIC RECORDS:** The CONTRACTOR understands Florida has very broad public records laws. The CONTRACTOR agrees to comply with any request for this public records or documents related to this Contract, in accordance with Section 119.07, Florida Statutes. Upon such a request, the COUNTY or CONTRACTOR, as the case may be, will promptly inform the other Party of the request and, upon request of the other Party, provide electronic copies of the responsive public records provided, at no additional cost to the COUNTY or CONTRACTOR, as the case may be. CONTRACTOR agrees and understands any written communications with

CONTRACTOR, to include emails, email addresses, a copy of this contract, and any supporting Contract documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

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 BREVARD COUNTY FIRE/RESCUE, MS. PAMELA BARRETT, PAMELA.BARRETT@BREVARDFL.GOV, 1040 FLORIDA AVE, ROCKLEDGE, FLORIDA 32955.

15. **UNAUTHORIZED ALIEN WORKERS:** COUNTY will not intentionally award a publicly-funded contract to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The COUNTY shall consider a CONTRACTOR's intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

16. **FEDERAL TAX ID NUMBER:** The CONTRACTOR shall provide to the COUNTY their Federal Tax ID Number or, if the CONTRACTOR is a sole proprietor, a Social Security Number.

17. **EMPLOYMENT:** The CONTRACTOR shall not engage the services of any person or persons now employed by the COUNTY, including any department, agency, board or commission, to provide services relating to this contract without COUNTY's written consent.

18. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted CONTRACTOR list.

19. **CONSTRUCTION OF CONTRACT:** The parties acknowledge that they fully reviewed this Contract and its attachments, and had the opportunity to consult with legal counsel of their choice. This Contract shall not be construed against any Party as if they were the drafter of this Contract.

20. **CONTINUED MANAGEMENT BY THE NAMED PARTIES:** Continuation of the Contract is contingent _____ on _____ continued _____ management _____ by _____. Noncompliance with this provision is grounds for the COUNTY to terminate the Contract for default. The COUNTY can only agree to substituted management by a written modification signed by both parties.

21. **NOTICE:** All Contract notices required or permitted, and any written consents or approvals required, shall be in writing and are in effect upon receipt. Notices shall be transmitted either by personal hand delivery; United States Postal Service (USPS), certified mail return receipt requested; or, overnight express mail delivery. E-mail and facsimile transmission may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

Fire Chief Mark Schollmeyer	(Authorizing Party Name)
Brevard County Fire Rescue	(Contractor Name)
1040 S Florida Ave	(Address)
Rockledge FL 32955	(City, State, Zip Code)

22. Employment Eligibility Verification (E-Verify):

- 22.1 CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the term of the contract.
- 22.2 CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.
- 22.3 CONTRACTOR agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of CONTRACTOR's enrollment in the program. This includes maintaining a copy of proof of CONTRACTOR's and any subcontractors' enrollment in the E-Verify Program.
- 22.4 Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.
- 22.5 A CONTRACTOR who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification

information from the E verify program, the CONTRACTOR hires or employs a person who is not eligible for employment.

22.6 Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

23. **SEVERABILITY.** If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to rehabilitate and replace the unenforceable provision or provisions of this Contract with lawful terms and conditions approximating the original intent of the Parties.

24. **COUNTERPARTS AND AUTHORITY:** This Contract may be executed in counterparts, all of which, taken together, shall constitute one and the same Contract. Each Party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that Party to the obligations in this Contract.

(Signature Page Follows)

PHYSICAL EXAMINATIONS-FIRE RESCUE
P-7-19-07
STATEMENT OF NO PROPOSAL

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg C Suite 303
Viera, FL 32940

We the undersigned have declined to bid on your Proposal No. P-7-19-07 for the following reasons:

- _____ Specifications too "tight," i.e., geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Request for Proposal (RFP).
- _____ We do not offer this product or equivalent.
- _____ Our product schedule would not permit us to perform.
- _____ Specifications unclear (explain below).
- _____ Remove our company from bid list.
- _____ Other (specify below).

Remarks: _____

PLEASE PRINT

COMPANY NAME _____

COMPANY ADDRESS _____

TELEPHONE NUMBER _____

PRINTED SIGNATURE _____

AUTHORIZED SIGNATURE _____

NOTE: Failure to submit either a Proposal or a Statement of No Proposal may be cause for removal from the Brevard County Purchasing Services Contractor database.

Attachment B



COST AND ADDITIONAL MEDICAL SERVICES

PHYSICAL EXAMINATIONS-FIRE RESCUE

PRICE SHEET

ITEM NO.	EST. ANNUAL USAGE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE (Estimated Totals)
1.	600	Firefighter Physical Exam	\$ 360.00	\$216,000.00*
2.	170	Chest x-ray, 2 view w/ radiologist interpretation	\$ 50.00	\$ 8,500.00**
OPTIONAL SERVICES:				
3.	133	Hepatitis B Titers	\$5.00	\$ 665.00
4.	20	Hepatitis B Booster	\$63.00	\$ 1,260.00
5.	143	Hepatitis C screening	\$7.00	\$ 1,001.00
6.	100	Cholinesterase and Heavy Metal Testing- Blood	\$110.00	\$11,000
	100	Cholinesterase and Heavy Metal Testing- Urine	\$110.00	\$11,000
7.	25	Tuberculosis blood test-if positive skin test	\$80.00	\$ 2,000.00

*Overreads from the Ultrasound would be approximately \$40.00 – if Provider requests

**Chest X-Rays, to view with radiologist interpretation will be sent to Coastline Imaging.

***Heavy Metal Testing Includes: Lead, Arsenic, Mercury

****If patient needs to be referred to a specialist, the patient would then use their own insurance.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: TREASURE COAST MEDICAL ASSOCIATES/1ST AMENDMENT TO EXISTING CONTRACT		2. Amount:	
3. Fund/Account #: 1350/5312400		4. Department Name: BCFR	
5. Contract Description: FIREFIGHTER PHYSICALS			
6. Contract Monitor: AC RICHARD CONNOR/PAMELA BARRETT		8. Contract Type: SERVICES	
7. Dept/Office Director: MARK SCHOLLMAYER, FIRE CHIEF			
9. Type of Procurement: Select from pulldown:			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	☒	☐	
Purchasing	☐	☐	
Risk Management	☐	☐	
County Attorney	☐	☐	

SECTION III - CONTRACTS MANAGEMENT DATABASE CHECKLIST

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	☐	☐	Connor, Richard Digitally signed by Connor, Richard Date: 2020.05.07 08:41:21 -04'00'
Purchasing	☒	☐	<i>Steven Darling</i> STEVEN DARLING 7 May 2020 Digitally signed by Lairsey, Matt Date: 2020.05.07 09:22:20 -04'00'
Risk Management	☒	☐	Lairsey, Matt
County Attorney	☒	☐	Christine M Schworak 05072020

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	☐
Department	☐
Program	☐
Contact Name	☐
Cost Center, Fund, and G/L Account	☐
Vendor Information (SAP Vendor #)	☐
Contract Status, Title, Type, and Amount	☐
Storage Location (SAP)	☐
Contract Approval Date, Effective Date, and Expiration Date	☐
Contract Absolute End Date (No Additional Renewals/Extensions)	☐
Material Group	☐
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	☐
"Right To Audit" Clause Included in Contract	☐
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	☐