

undefined

23-RFP00361/TPR

EMS MEDICAL DIRECTOR SERVICES

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



RELEASE DATE: October 4, 2023

DEADLINE FOR QUESTIONS: October 16, 2023

RESPONSE DEADLINE: November 6, 2023, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/hernandocounty>

County of Hernando
undefined
23-RFP00361/TPR

EMS Medical Director Services

I. Introduction.....

II. SOLICITATION - OFFER - AWARD

III. SOLICITATION

IV. OFFER.....

V. AWARD

VI. RFP info

VII. SOLICITATION INSTRUCTIONS

VIII. REQUEST FOR PROPOSALS.....

IX. Scope of Work

X. Evaluation Phases

XI. Vendor Questionnaire

Attachments:

A - Medical_Director_Scope

B - Hernando County Fire Rescue Medical Protocols 05-2023

C - 23-RFP00361 Sample Contract

1. Introduction

1.1. Summary

Hernando County, Florida is requesting the services of a Medical Director to supervise and assume direct responsibility for the medical performance of the Hernando County Fire and Emergency Services paramedics and Emergency Medical Technicians. The Medical Director shall have the authority in deciding the method in which to perform his/her duties and responsibilities which shall include at a minimum those required under state law or administrative regulation.

THE RESULTING AGREEMENT SHALL EXTEND FOR A PERIOD OF THIRTY-SIX (36) MONTHS WITH RENEWAL OPTIONS FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

1.2. Contact Information

Carla Rossiter-Smith

Procurement and Grants Manager

Email: crossiter-smith@co.hernando.fl.us

Phone: [\(352\) 754-4004 Ext: 24153](tel:(352)754-4004)

Department:

Hernando County Fire Emergency Services

Department Head:

Paul Hasenmeier

Fire Chief & Public Safety Director

1.3. Timeline

Release Project Date	October 4, 2023
Question Submission Deadline	October 16, 2023, 5:00pm

<p>Proposal Submission Deadline</p>	<p>November 6, 2023, 10:00am Join Zoom Meeting https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWN0SUVndWQ0UT09</p> <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>---</p> <p>One tap mobile +13052241968,,92161001651#,,,,*234224# US +16469313860,,92161001651#,,,,*234224# US</p> <p>---</p> <p>Dial by your location</p> <ul style="list-style-type: none">• +1 305 224 1968 US• +1 646 931 3860 US• +1 301 715 8592 US (Washington DC)• +1 309 205 3325 US• +1 312 626 6799 US (Chicago)• +1 646 558 8656 US (New York)• +1 669 444 9171 US• +1 669 900 6833 US (San Jose)• +1 689 278 1000 US• +1 719 359 4580 US• +1 253 205 0468 US• +1 253 215 8782 US (Tacoma)• +1 346 248 7799 US (Houston)• +1 360 209 5623 US• +1 386 347 5053 US• +1 507 473 4847 US• +1 564 217 2000 US <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>Find your local number: https://hernandoclerk.zoom.us/u/aez7DQVcRq</p>
--	--

2. SOLICITATION - OFFER - AWARD

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

John Allocco, Chairman

Elizabeth Narverud, Vice Chairman

Steve Champion, Second Vice Chairman

Brian Hawkins

Jerry Campbell

SUBMIT BID OFFER TO:

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

via Hernando County's [eProcurement Portal](#)

Toni Brady

Chief Procurement Officer

3. SOLICITATION

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE PROCUREMENT DEPARTMENT, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 10:00 am, LOCAL TIME ON Monday, November 6, 2023. NO BID OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDING BIDDERS WILL BE PUBLICLY READ IN THE PROCUREMENT OFFICE CONFERENCE ROOM AT 10:00 am ON Monday, November 6, 2023. PURSUANT TO FS 119.071 (current version) SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

4. OFFER

THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS PROPOSAL ON BEHALF OF THE PROPOSER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN ONE HUNDRED EIGHTY (180) DAYS FROM THE OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION.

5. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Fire and Emergency Services

15470 Flight Path Drive

Brooksville, Florida 34604

6. RFP info

6.1. ADVERTISEMENT OF PROPOSAL

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the Board of County Commissions of Hernando County, Florida, is accepting Proposals for:

TERM CONTRACT - SOLICITATION # 23-RFP00361/TPR

FOR

EMS Medical Director Services

Hernando County Board of County Commissioners is soliciting Vendors/Contractors to provide services of a Medical Director to supervise and assume direct responsibility for the medical performance of the Hernando County Fire and Emergency Services paramedics and Emergency Medical Technicians.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, November 6, 2023, via Hernando County Procurement's [eProcurement Portal](#). Only electronic submittals will be accepted by the County.

The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all bids/proposals and waive informalities and minor irregularities in offers received in accordance with the solicitation documents and the Hernando County Procurement Ordinance.

Interested firms may secure the solicitation documents and plans and drawings and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Procurement Department at www.hernandocounty.us, or by submitting a question via the Q&A Tab in the County's [eProcurement Portal](#).

ExParte Communication: Please note that to ensure proper and fair evaluation of a submittal, the County prohibits exparte communication (i.e. unsolicited) initiated by the Proposer to the County Official or employee prior to the time a proposal decision has been made. Communication between Proposer and the County will be initiated by the appropriate County Official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Exparte communication may be grounds for disqualifying the offending Proposer from consideration or award of the Proposal then in evaluation or any future proposal.

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit responses, or have submitted responses, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or

meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

The Procurement Department will post addenda on the County's [eProcurement Portal](#) to all questions in accordance with the solicitation instructions. It is the responsibility of prospective Proposers to visit the [eProcurement Portal](#) to ensure that they are aware of all addenda issued relative to this solicitation.

Pursuant to Florida Statutes 119.071 (Current Edition) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.

NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Carla Rossiter-Smith, Procurement and Grants Manager, Procurement Department, via the County's [eProcurement Portal](#).

7. SOLICITATION INSTRUCTIONS

7.1. DEFINITIONS

1. **"Addenda"** means a written or graphic instrument issued by the County prior to the execution of the Agreement which modify or interpret the Request for Proposals by additions, deletions, clarifications, corrections or other type of modifications. Addenda will become part of the Contract Documents when the Agreement is executed.
2. **"Agreement"** means a legal document, executed by the County and the Successful Proposer, which supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement, as amended from time to time, forms the Contract between County and the Successful Proposer setting forth the roles, responsibilities and obligations of the parties including, but not limited to, the performance of the Services and the basis of payment.
3. **"Contract Documents"** means the Request for Proposals, including Addenda to such, the Agreement, including Addenda to such, Proposer's Proposal, Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Proposer's Representation and Certification Form, Proposer's Hold Harmless Agreement, and any other documents mailed, e-mailed or otherwise transmitted to the Proposer prior to or after the submittal of their Proposal, and prior to or after Award, all of which are all to be treated as one in the form of the Contract Documents.
4. **"Contractor"** means the Successful Proposer, in the context of the Request for Proposals. In the context of the Contract Documents, Contractor means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Agreement with the County to perform the Services for the Project described in the Contract Documents. The Contractor will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Request for Proposals.
5. **"County"** means Hernando County Board of County Commissioners, its officers, employees, agents and volunteers.
6. **"Evaluation Team"** means County employees selected to evaluate and score the Proposals and Oral Presentation (if applicable) and recommend to the Board the Successful Proposer for an award.
7. **"Minor Irregularity"** means a variation from the Request for Proposals terms and conditions which does not affect the price or give the Proposer an advantage or benefit

- not enjoyed by the other Proposers or does not adversely impact the interests of the County.
8. **"Notice of Award"** means a written notice submitted by the County notifying the Successful Proposer that they have been awarded the project.
 9. **"Notice of Intent to Award"** means a written notice submitted by the County notifying the Successful Proposer that the County intends to award the project to them contingent upon the Successful Proposer executing the Agreement and submitting any outstanding documents.
 10. **"Notice to Proceed"** means a written notice issued by the County to the Successful Proposer fixing the date on which the Successful Proposer shall start the performance of the Services and the length of time for the completion of the Services, in accordance with the Contract Documents.
 11. **"Pre-Proposal Meeting"** means a meeting at which all Proposers gather to obtain additional information as to the scope of Services required under the Request for Proposals.
 12. **"Public Opening"** means the opening of the Proposals and the announcing of the Proposers who submitted a Proposal in response to the Request for Proposals in the presence of the public.
 13. **"Proposer"** means the entity that submits a Proposal to the County in response to the Request for Proposals. "Proposal" means the response to the Request for Proposals submitted by the Proposer. The terms "Vendor/Contractor/Firm" shall have the same meaning as Proposer throughout this document.
 14. **"Recommendation of Award"** means a written notification sent by way of facsimile or electronic e-mail to those who submitted a Proposal in response to this Request for Proposals advising them of the County's decision for its selection of the Successful Proposer and its intent to award to that Proposer.
 15. **"Request for Proposal"** means the contents of this solicitation and all supporting documents including Addenda to such, or other related information transmitted to Proposers.
 16. **"Responsive"** means a Proposal that conforms in all material respects to the Request for Proposals requirements.
 17. **"Responsible Proposer"** means a Proposer who shows that they have the capability in all respects to perform fully the Services outlined in the Request for Proposals, and the integrity and reliability that will assure good faith performance.
 18. **"Services"** means all supervision, labor, materials, equipment, supplies, Sub-Contractors, and incidental expenses required by the Proposer to execute and complete

the requirements of the Services outlined in the Contract Documents, including those prescribed or implied.

19. **"Sub-Contractor"** means an entity having a direct Contract with the Successful Proposer or with any other Sub- Contractor of the Successful Proposer who will provide product(s) or Services(s) for the performance of a part of the Services required under the Contract Documents under the sole control and direction of the Contractor.
20. **"Successful Proposer"** means the Proposer who the County awards an agreement to based on County's evaluation of the Proposers' qualifications and pricing as hereinafter provided.
21. **"Timeline"** means the list of critical dates and actions involved in the Request for Proposals.

8. REQUEST FOR PROPOSALS

8.1. PURPOSE AND OVERVIEW

The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals from an individual or organization to provide countywide medical direction for the Hernando County ground transportation ALS Certificate of Public Convenience and Necessity (COPCN) holder: Hernando County Board of County Commissioners, (County), which directly operates the Hernando County Fire Rescue (HCFR), and which provides EMS inside the geographical boundaries of Hernando County.

Additionally, the selected EMS Medical Director shall provide medical direction to the: City of Brooksville Fire Department (BFD) a non-transport, first response fire department which provides first response in support of the HCFR, inside the geographical boundaries of Hernando County.

CAUTION: In accordance with Section 287.057 (23) (Current Edition) of the Florida Statutes, Proposers to this solicitation, or persons acting on their behalf, may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the Notice of Intended Award, excluding Saturdays, Sundays and legal holidays, any employee or officer of the County concerning any aspect of this solicitation, except in writing to the contact person noted above. Violation of this provision may be grounds for rejecting a response to this solicitation.

8.2. INSTRUCTIONS TO PROPOSERS:

- A. It is the intent and purpose of the County that this Request for Proposals promotes fair and transparent competition. It shall be the Proposer's responsibility to advise the Procurement Department at the address noted in the Special Conditions, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposals to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the Proposal due date.
- B. All proposals will be publicly announced and only the names of all Proposers shall be read aloud.
- C. The County is not responsible for expenses incurred prior to award. County officially distributes solicitation documents through the County's eProcurement Portal. Solicitation documents may be downloaded at NO COST using this electronic website. Copies of solicitation documents obtained from other sources are not considered official and must not be relied upon. The County is not responsible for solicitation documents obtained from sources other than the County's eProcurement Portal via the Procurement Department. Only Proposers who properly register and follow the project directly from the County's eProcurement Portal will receive addenda and other important information if issued.

- D. The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.
- E. The County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Procurement Ordinance.
- F. Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred eighty (180) days, to provide to the County the services set forth in this Request for Proposals, or until one (1) or more of the proposals have been awarded.
- G. Costs of preparation of a response to this Request for Proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

8.3. QUESTIONS REGARDING THIS RFP:

- A. Proposers are not to direct any queries or statements concerning their proposal to the Hernando County Professional Services Review Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract. Any Proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.
- B. All questions or concerns regarding this Request for Proposals must be submitted in writing, via the County's eProcurement Portal no later than 5:00 p.m., October 16, 2023. When required the Procurement Department will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential Proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Chief Procurement Officer.
- C. This provision exists solely for the convenience and administrative efficiency of Hernando County. No Proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Proposer or third party have any standing to sue or cause of action arising therefrom.

- D. If any Proposer contemplating submitting a proposal for this solicitation is in doubt as to the true meaning of the terms, conditions, specifications or other solicitation documents or any part thereof, he may submit a request for clarification via the County's eProcurement Portal. Any interpretation of the terms, conditions and/or specifications, if made, will be only by addendum duly issued. A copy of such addendum will be posted to the County's eProcurement Portal. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the Contract.
- E. Receipt of an addendum to this solicitation by a Proposer must be acknowledged via the County's eProcurement Portal.

8.4. INSTRUCTIONS FOR PREPARING PROPOSALS, REQUIREMENTS AND RULES FOR PROPOSALS:

- A. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
- B. Sub-Contractors/Sub-Consultants: The Hernando County BOCC reserves the right to approve all Sub-Contractors and/or Sub-Consultants for this contract. If Sub-Contractors are to be utilized, their names and references must be included within this initial proposal. Responsibility for the performance of the contract remains with the awarded Contractor exclusively. Sub-Contractors may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the Hernando County BOCC.
- C. Proposer shall identify any work for this project that will be performed outside the United States of America. The company to perform the work, the country in which the work will be done, and the entity responsible for quality assurance/quality control for that work shall be identified.
- D. Pricing shall be firm for a period of one hundred and eighty (180) days or until award is made, whichever occurs first. Pricing shall include such amounts as Proposer deems proper for all labor, materials, equipment, Sub-Contractors, suppliers, insurance, overhead, profit and any other costs to provide the services as noted in this Request for Proposals. Pricing shall include any sales or use taxes, if applicable.
- E. Miscellaneous Requirements:
 - 1. The Proposer/Contractor shall possess all the appropriate licenses, permits and tariffs required by various governmental agencies having jurisdiction over such services. A copy of all the required licenses will be required prior to award of a contract.
 - 2. The Hernando County BOCC or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the Contractor is meeting all regulations and specification requirements.

3. Any damage to facilities, equipment or property, due to the incompetence or negligence of the Contractor's personnel including Sub-Contractors that occurs, shall be responsibility of the Contractor. The Contractor shall reimburse the owner of the damaged facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the Contractor.
4. The Provider's and their Sub-Contractor's personnel who perform the work in connection with this contract shall meet the requirements of the Hernando County BOCC drug policy.

8.5. PROPOSAL FORMAT:

Please review and complete Section 12. VENDOR QUESTIONNAIRE.

8.6. EVALUATION CRITERIA

Please review Section 10. EVALUATION PHASES.

8.7. PROPOSAL EVALUATION PROCESS:

- A. The Professional Services Review Committee (PSRC) will review all Proposals received and establish a short list in order of preference of no fewer than three (3) Proposers deemed to be the most qualified to provide the service requested based on the criteria set forth in *Section 10 Evaluation Phases*. It is the intent of the County to award one (1) contract.
- B. The Professional Services Review Committee will evaluate each Proposer's written Proposal and assign a consensus score for each evaluation criteria based upon consensus scoring. The score can be zero to the maximum value, as noted in Section 10.
- C. The scores for all evaluation criteria for each Proposer will be summed and averaged by way of consensus scoring. If a Proposer was given a perfect score, that Proposer would receive a total score of 100, as noted in Section 10.
- D. If any Proposer claims "Local Preference", that Proposer will be assigned an additional five (5) percent to the points to their overall evaluation consensus score.
- E. Based on the overall total evaluation consensus score, the Proposers will then be ranked highest (favorable) to lowest (unfavorable).
- F. Alternatively, the Board may direct the Committee to establish a "short list" of no fewer than three (3) Proposers without establishing a priority order. The Committee or the Board of County Commissioners may request oral presentations from the Proposers when establishing the priority list. If three (3) or fewer Proposals are received, all Proposers shall be included in the selection process as described below.
- G. The oral presentation score for each Proposer will be added to their Proposal evaluation score to arrive at a total overall consensus score. Proposers will once again be ranked highest (favorable) to lowest (unfavorable).

- H. Once the short list of Proposers has been prepared by the Committee, either the Board or the Committee shall attempt to negotiate a contract with the most qualified Proposer at compensation, which is fair, competitive and reasonable.
- I. If the Committee or the Board is unable to negotiate a satisfactory Contract with the first Proposer, negotiations with that Proposer shall be terminated and the Committee or the Board shall attempt to negotiate a contract with the next most qualified Proposer. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third most qualified. If the Board or the Committee is not successful in negotiating a satisfactory contract with any of the selected Proposers, the Board or the Committee shall select additional Proposers in order of their qualifications and continue negotiations until an agreement is reached or if no agreement can be reached the Board may reject all proposals and may re-advertise for new proposals. All contracts negotiated by the Committee shall be subject to final approval by the Board unless such approval is waived by the Board.
- J. Hernando County shall be the sole judge of its own best interests, the proposals, and the resulting agreement. An award may be made to the most responsive and responsible Proposer whose response is determined to be the most advantageous to the County. The County's decision shall be final and the County at all times reserves the right to:
 - 1. Reject any or all proposals or parts thereof
 - 2. Issue subsequent Requests for Proposals
 - 3. Cancel the entire Request for Proposals
 - 4. Remedy technical errors in the Request for Proposals
 - 5. Negotiate with any, all, or none of the Proposers
 - 6. Award a contract to one (1) or more Proposers or none at all
 - 7. Accept other than the lowest price
 - 8. Waive informalities and irregularities in proposals
- K. The County reserves the right to consider historic information and fact, whether gained from the Proposer's response, question and answer conferences, references, and/or other sources in the evaluation process.
- L. The County reserves the right to conduct investigations as deemed necessary by the County to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, Sub-Contractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the proposal documents.

- M. It is the Proposer's sole responsibility to submit information related to the evaluation categories. Hernando County is under no obligation to solicit such information if the Proposer fails to include it within their proposal submittal. Failure to provide requested information may result in the rejection of the proposal or a deduction in evaluation points at the sole discretion of the evaluation committee.

8.8. DEBRIEFING OF PROPOSERS:

Not later than thirty (30) calendar days after Board approval of a selection or shortlist, a Proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the Proposer may request a copy of the digital recording of the selection on CD for a \$15.00 fee. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all proposals.
- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

8.9. SCOPE OF SERVICES

Please see Attachment A - Medical Director Services, Scope of Work

8.10. TERMS AND CONDITIONS:

- A. The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Proposer if a successful Proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.
- B. Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of

County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Policy.

- C. The County reserves the right to request clarification of information submitted and to request additional information of one (1) or more applicants.
- D. The contract that the County intends to use for award is attached for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.
- E. Information regarding Committee scheduling and Board approvals are available by calling the Purchasing and Contracts Department at (352) 754-4020.
- F. A person or affiliate who has been placed on the Convicted Consultant/Firm 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 or 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 Consultant/Firm, supplier, Sub-Contractor or Consultant/Firm under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 (Current Edition), for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the Convicted Consultant/Firm List.
- G. The County's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.
- H. Proposers shall list all proposed Sub-Contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work sub-contracted (discipline, trade or commodity) and proposed percentage of work.

8.11. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

- A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:
 - 1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its Sub-Contractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or

property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

2. Protection of Person and Property:

- a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this contract.
- b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Workers' Compensation: As required by law:

- a. State.....Statutory
- b. APPLICABLE FEDERAL.....Statutory
- c. EMPLOYER'S LIABILITY.....Minimum:
 - i. \$100,000.00 each accident
 - ii. \$100,000.00 by employee
 - iii. \$500,000.00 policy limit
- d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.

<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>

2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability

assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death.

- a. Coverage as follows:
 - i. EACH OCCURRENCE.....\$1,000,000.00
 - ii. GENERAL AGGREGATE\$2,000,000.00
 - iii. PERSONAL/ADVERTISING INJURY.....\$1,000,000.00
 - iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE..\$2,000,000.00 Per Project Aggregate (if applicable)
- b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:
 - i. FIRE DAMAGE (Any one (1) fire.....\$50,000.00
 - ii. MEDICAL EXPENSE (Any one (1) person)..... \$5,000.00
3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of endorsement is required.
4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.
5. AUTOMOBILE LIABILITY: Comprehensive Automobile and Truck Liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:
 - a. COMBINED SINGLE LIMIT (CSL)..... \$1,000,000.00
 - b. BODILY INJURY (Per Person)..... \$1,000,000.00
 - c. BODILY INJURY (Per Accident)..... \$1,000,000.00
 - d. PROPERTY DAMAGE.....\$1,000,000.00
6. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):

7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):
 8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):
 9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):
 10. POLLUTION LIABILITY (if applicable it will be noted below separately):
 11. SUB-CONTRACTORS (if applicable): All Sub-Contractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the contract. All Sub-Contractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.
 12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.
- C. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:
1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando County Board of County Commissioners Attention: Human Resources/Risk Department 15470 Flight Path Drive, Brooksville, Florida 34604**
 2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.
 3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.

4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's self-insured retentions of whatever nature.
- D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.
- E. Proposers may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate of Insurance coverage(s), prior to award of the Contract.
- F. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

8.12. INSURANCE REQUIREMENTS (continued)

PROFESSIONAL LIABILITY (if applicable): including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with tail coverage extending three (3) years beyond completion and acceptance of the project with proof of tail coverage to be submitted with the invoice for final payment. In lieu of tail coverage, consultant may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period. Awarded Vendor shall supply and maintain Professional Liability Insurance in the above stated amounts throughout the term of the resulting contract including any and all contract renewals/extensions. The County is not responsible for providing or reimbursement for any insurance costs. The Vendor has the responsibility to factor all costs into their proposal.

The Contractor shall comply with section 458.320, Fla. Stat. (current edition), during the Contract Term and any extensions thereof. The Contractor shall provide written proof to the County of such compliance by the date Contractor signs this Agreement, and within ten (10) days of the County's request for same.

8.13. MAINTENANCE OF RECORDS:

The Vendor/Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701 (Current Edition), Florida Statutes, Vendor/Contractor shall comply with the Florida Public Records' laws and shall:

- A. Keep and maintain records required by the public agency to perform the service.

- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.

8.14. SHORTLISTS, PROTESTS AND LOBBYING

The recommended short list of firms will be posted for review by interested parties at the Procurement Department following selection and will remain for a period of five (5) full business days. Failure to file a protest to the Chief Procurement Officer by 5:00 PM on the fifth full business day after posting date shall constitute a waiver of protest proceedings. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes (Current Edition), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes (Current Edition). Additional information relative to lobbying and protests can be found at the following site: www.Hernandocounty.us/purchasing.

8.15. CONE OF SILENCE

This solicitation falls under the Hernando County Procurement Ordinance 93-16 (Current Edition). After a solicitation is opened or a short list is established for an Invitation to Bid (ITB), Request for Qualification (RFQ), or Request for Proposal (RFP), a Vendor/Contractor or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any official or employee of the County concerning this solicitation with the exception of the Hernando County Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Purchasing and Contracts Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Contractor or representative to debarment. Nothing in the Ordinance prevents a Vendor/Contractor or representative from taking part in a public meeting concerning the solicitation.

- A. All Vendors/Consultants or representatives are hereby placed on formal notice. A lobbying “Cone of Silence” period shall commence upon issuance of the solicitation until the Board selects the successful Proposer. For procurements that do not require Board approval, the “Cone of Silence” period commences upon solicitation issuance and concludes upon contract award.
- B. Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Vendors/Consultant or representative who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

8.16. E-VERIFY

- A. Vendor is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, Vendor represents and warrants (a) that the Vendor is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee’s eligibility to work in the United States, (b) that all of the Vendor employees are legally eligible to work in the United States, and (c) that the Vendor has actively and affirmatively verified such eligibility utilizing the Federal Government’s Employment Verification Eligibility Form (I-9 Form).

- B. A mere allegation of Vendor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a contract to the Vendor unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the contract is scheduled to be awarded by the County.
- C. Legitimate claims of the Vendor's use of unauthorized workers must be reported to both of the following agencies:
 - 1. The County's Procurement Department at (352) 754-4020; and
 - 2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE
- D. In the event it is discovered that the Vendor's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Vendor cure this deficiency within a specified time frame, and/or immediately terminate the contract without any cost or penalty to the County, and/or debar the Vendor from bidding on all County contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.
- E. Vendor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Sub-Contractors:
 - 1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
 - 2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
 - 3. Establish a written hiring and employment eligibility verification policy.
 - 4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
 - 5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
 - 6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
 - 7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process

8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Consultant/Firms to incorporate the IMAGE Best Practices contained in this article and, when practicable, incorporate the verification requirements in Sub-Contractor agreements.
9. Establish a protocol for responding to letters received from federal and state government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

8.17. LOCAL PREFERENCE:

- A. Purpose and Findings: These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar value of bids and quotes received in relation to such expenditures.
- B. Application:
 1. In bidding for, or letting contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding Contracts in an amount not to exceed:
 - a. Five percent (5%) of the local business' total bid price if the cost differential does not exceed \$10,000.00 for procurement activities in amounts over \$35,000.00, or

- b. Three percent (3%) if the cost differential does not exceed \$1,000.00 for procurement activities in amounts more than \$10,000.00, but less than \$35,000.00.
 2. The total bid price shall include not only the base bid price, but also all alterations to the base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the Board of County Commissioners.
 3. In the case of Requests for Proposals or Qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five percent (5%) of the total evaluation points.
- C. Definitions:
 1. Local Vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date bids or quotes were received for the purchase or contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local vendor eligibility.
 2. Local Vendor Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:
 - a. A physical business and location address.
 - b. Proof of payment of real property tax due to Hernando County.
 - c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.
 - d. Any additional information necessary to verify local status.
- D. Competitive Bids/Quotes:
 1. The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.
- E. Exemptions:
 1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County,

- or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
2. Purchases with any sole source supplier for supplies, materials, or other equipment.
 3. Purchases made through cooperative purchasing arrangements utilized by the Procurement Department as identified in the Purchasing Policy.
 4. Purchases that are funded in whole or in part by assistance from any federal, state, or local agency where the program guidelines do not permit local preference.
 5. Purchases with an estimated cost of less than \$10,000.00 or less.

F. Appeal:

1. If an application for a “Local Contractor/Vendor” designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

8.18. CONTRACT AWARD

Award will be made at the earliest possible Hernando County BOCC meeting subsequent to the evaluation process. It is incumbent on Proposers to contact the Procurement Department to determine the successful Proposer(s). This Request for Proposals is issued in accordance with and shall be governed by the provisions of the County’s Purchasing Policy.

8.19. CONTRACT TERM/RENEWAL:

The contract resulting from this Request for Proposal shall commence effective upon execution by both parties and extend for a period of **thirty-six (36) months**. The Contract may be renewed for **two (2) additional twelve (12) month** periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners, satisfactory performance.

8.20. SIGNING OF THE AGREEMENT:

When the County gives a Notice of Intent to Award to the successful Proposer, it will be accompanied by an unsigned agreement. Within ten (10) calendar days thereafter the successful Proposer shall execute and deliver to the County the agreement, along with a Certificate of Insurance that shows policies, limits and other conditions in compliance with that outlined in the Request for Proposal upon award and execution of the agreement

8.21. RESPONSIVENESS OF THE PROPOSAL AND DISQUALIFICATION:

- A. A responsive proposal is one that complies with and conforms to the requirements of this Request for Proposal. A proposal requiring changes to any portion of this Request for Proposal may be considered non-responsive. A proposal that fails to comply with the criteria outlined in this Request for Proposal may be deemed non-responsive.

- B. A proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to provide the required forms or other documentation, (3) incomplete, indefinite or ambiguous language, (4) failure to submit the information needed to evaluate the proposals based on the evaluation criteria, (5) incomplete, indefinite or ambiguous language, and (6) improper and/or undated signatures.
- C. Other conditions, which shall cause rejection of the proposal, include, but are not limited to: (1) an individual firm, partnership, corporation or combination thereof, under the same or different names submitting (as the Proposer) more than one proposal, (2) evidence of collusion among Proposers, (3) obvious lack of experience or expertise to perform the services, (4) failure to perform or meet financial obligations for previous contracts, (5) falsification of any form required by the County, (6) evidence that a Proposer has a financial interest in another firm who is submitting a proposal, (7) not having a valid and appropriate local, state or federal certifications and/or licenses necessary to perform the services, or (8) an investigation by the Chief Procurement Officer finds the Proposer delinquent on a previously awarded Contract or in litigation with a Hernando County previously awarded contract.
- D. County may conduct such investigations as County deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the Proposer and their proposed Sub-Contractors. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of proposals from all Proposers. Failure to provide requested information may result in rejection of the proposal.

8.22. List of Proposers

A list of Proposers will be posted on the County's eProcurement Portal within two (2) business days after the public opening date. The list of Proposers can also be obtained by contacting the contact person. The County will not provide a list of Proposers by telephone.

8.23. EXAMINATION OF PROPOSAL DOCUMENTS:

- A. It is the responsibility of each Proposer before submitting a proposal to: (1) examine the solicitation documents thoroughly, (2) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work, (3) study and carefully correlate Proposer's observations with the solicitation documents, and (4) notify the contact person of all conflicts, errors or discrepancies in the solicitation documents prior to submitting a formal proposal.
- B. Before submitting a proposal, it shall be the Proposer's responsibility to submit to the County a request for any additional information and data which pertains to the project covered under this Request for Proposal which the Proposer deems necessary to develop their proposal for performing the services in accordance with the terms and conditions noted herein.

- C. The submission of a proposal in response to this Request for Proposal shall be considered as a representation that the Proposer; (1) has carefully investigated all conditions that affect, or may at some future date, affect the performance of the services covered by this Request for Proposal, (2) is fully informed concerning conditions to be encountered, the character, quality and quantity of the services to be performed and the work product to be furnished, and (3) is familiar with what is required to perform the services covered by this Request for Proposal. The contents of the Proposer's proposal shall become a contractual obligation if the Proposer is awarded the contract. Failure to accept these obligations in a contractual agreement shall result in cancellation of the award.

8.24. ADDENDA

Any addenda issued in relation to this Request for Proposal will be posted on the County's eProcurement Portal. It is the Proposer's responsibility to be aware of any addenda that might have bearing on their proposal before their proposal is due. The Proposer will acknowledge receipt of any and all such addenda on the proposal pricing form. In the event a Proposer fails to acknowledge receipt of such addenda, their proposal will be construed as though they have received such addenda, and the submission of a proposal will constitute acknowledgement of the receipt of same. All addenda will become a part of the proposal documents and Proposer will be bound by such, whether or not received by Proposer.

8.25. MODIFICATION/ WITHDRAW OF PROPOSAL:

- A. Proposers have the right to modify or withdraw their proposal without cause or without liability whatsoever at any time prior to the stipulated submittal date and time. Such requests must be made to County in writing.
- B. Modified or withdrawn proposals may be resubmitted, in accordance with the instructions in this Request for Proposal prior to the stipulated submittal date and time. If applicable, any changes in pricing shall be so worded as not to reveal the pricing that was noted in the original proposal.
- C. No proposal shall be modified or withdrawn by the Proposer after the proposal due date.

8.26. LESS THAN TWO (2) PROPOSALS RECEIVED:

If less than two (2) proposals are received, the County may negotiate the best terms and conditions with that Proposer or reject the proposal and re-solicit the services.

8.27. REVIEW OF PROPOSER'S FACILITIES AND QUALIFICATIONS:

After the Request for Proposal due date and prior to award of an agreement, the County reserves the right to perform or have performed an on-site review successful Proposer's facilities and qualifications, as well as documentation provided in their proposal. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer is qualified and experienced and has the resources to perform the services outlined in the Request for Proposal. The review may also serve to verify whether the Proposer has adequate financial capability to

meet the County's requirements. Should the County determine that the proposal, or subsequent documentation submitted by the Proposer, has material misrepresentations or that the size or nature or any successful Proposer's resources are not adequate to ensure satisfactory performance, or ascertains other bases for concern as to the successful Proposer's ability to perform the services, the County has the right to reject their proposal and not make an award.

8.28. FINANCIAL STRENGTH:

Prior to award of a contract, the County reserves the right to request financial information from the successful Proposer to assist the County in further review of that Proposer's capabilities. Financial information provided shall be for the current and previous two (2) years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet.

8.29. CLARIFICATIONS

Before contract award, the County reserves the right to seek clarification from the Proposer with whom County is contemplating award to properly evaluate their proposal. Failure to provide requested information may result in not making such award to the Proposer.

8.30. PUBLIC RECORDS ACT:

- A. Proposers should make themselves familiar with Chapter 119.071 (Current Edition) of the Florida Statutes concerning availability of public records. Thirty (30) days after the proposal opening date OR Notice of an Intended Decision, whichever is earlier, proposals shall be made available for public viewing. Copies of proposals and associated proposal documents may be requested through a Public Records Request via the County's Public Information Office's webpage <https://www.hernandocounty.us/departments/departments-n-z/public-information>.
- B. Florida law generously defines what constitutes a public record and, under Chapter 119 (Current Edition) of the Florida Statutes, all proposals are to be made available by County for viewing by the general public. If a Proposer believes that their proposal contains information that should not be a public record, the Proposer shall clearly segregate and mark that information as "Confidential" and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.
- C. Any documents given to the successful Proposer as part of performing the services covered under this Request for Proposal shall not be sold or distributed to third parties without the written consent of County. The successful Proposer will be required to retain a copy of these documents for a minimum of three (3) years from completion of the agreement. All documents, papers, letters, e-mails or other material made or received by the successful Proposer in conjunction with the services, unless exempt from Section 24(a) of Article I of the Florida Constitution (Current Edition) and Section 119.07(1) of the Florida Statutes (Current Edition), shall be made available for public access. Should the successful Proposer refuse to allow such access, County has the unilateral right to cancel the award.

- D. Proposers should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) (Current Edition) and public records laws (Chapter 119 of the Florida Statutes) (Current Edition) of the State of Florida. Significant judicial sanctions can be imposed for violation of these statutes.

8.31. Joint Ventures:

- A. Two (2) or more firms may submit a proposal under a joint venture arrangement. Joint ventures shall be considered as a single entity in the evaluation of a proposal. That is, the traits of individual firms shall be blended in arriving at an overall proposal evaluation score and oral interview score for the joint venture.
- B. A firm, who submits a proposal under a joint venture arrangement, may satisfy the technical certification requirements outlined in this Request for Proposal as the prime Proposer through one (1) or more of the firms comprising the joint venture. The joint venture shall at a minimum comply with the following additional requirements:
1. The joint venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to submittal of a proposal.
 2. Each individual Firm comprising of the joint venture shall, in its own name, be qualified in their respective areas of expertise prior to submittal of a proposal.
 3. Full compliance with the requirements set forth above is required, as well as properly documented compliance with any other certification and additional requirements set forth in the Request for Proposal.

8.32. PAYMENT

Payment to Proposer/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

8.33. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473 (C)

Proposer/Contractor must certify that the company is not participating in a boycott of Israel. Proposer/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above.

Vendor/Contractor must submit the certification form included as an attachment to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

9. Scope of Work

9.1. Scope of Work: Specifications

Please refer to Attachment A - EMS Medical Director Services, Scope of Work and Attachment B - Hernando County Fire Rescue Medical Protocols 05-2023.

10. Evaluation Phases

10.1. Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Medical Director Qualifications</p> <p>Meeting the requirements and qualifications as listed in Attachment A - EMS Medical Director Services, Scope of Work, Section 1.</p> <p>The Selection Committee will evaluate ability to satisfy all requirements and qualifications as listed in Attachment A - EMS Medical Director Services, Scope of Work, Section 1.</p>	Pass / Fail	<p>10 <i>(10% of Total)</i></p>
2.	<p>Experience and Expertise</p> <p>Identify key personnel and any alternates to be directly involved with providing the day-to-day services and indicate the years of experience and training in Emergency Medical Services.</p> <p>Provide description of experience serving as an EMS Medical Director, EMS Assistant Director or Hospital Emergency Department/Room Medical Director. Indicate experience interacting with Fire and/or EMS personnel while instructing, demonstrating or testing EMS skills.</p> <p>The Selection Committee will review resumes, licenses/certifications, and any applicable previous experience.</p>	Points Based	<p>30 <i>(30% of Total)</i></p>

<p>3.</p>	<p>Approach to Medical Protocols, Quality Assurance, and Reporting</p> <p>Describe knowledge and experience in writing, maintaining and updating EMS Medical Protocol(s) within a cooperative Fire Service Committee environment.</p> <p>Submit a copy of the most current EMS Medical Protocol that you approved, as applicable</p> <p>Describe knowledge and experience of conducting EMS reporting quality and assurance reviews.</p> <p>Submit a copy of sample report(s) to reflect the required services to be provided to HCFR as applicable.</p> <p>The Selection Committee will evaluate responses to Attachment A - EMS Medical Director Services, Scope of Work:</p> <p>Section 2 - Duties and responsibilities that pertain to experience with developing and implementing protocols, patient care quality assurance system(s), and approach to reporting.</p> <p>Section 3 - Approach to development and any previous experience with development of a Special Operations Program.</p> <p>Section 4 - Ability and methodology in complying with local disaster/emergency protocols.</p> <p>Section 5 - Ability and methodology in complying with health promotion and wellness activities.</p> <p>Section 6 - Ability and methodology in complying with in-service training and continuing education.</p> <p>Section 7 - Approach to reporting that will be required to be presented to the Board and/or any other reports requested by the County or the Florida Department of Health.</p>	<p>Points Based</p>	<p>40 <i>(40% of Total)</i></p>
<p>4.</p>	<p>Cost</p> <p>Annual and total cost to HCFR to provide Medical Director Services. Cost proposal must be uploaded as indicated in Section 12.17.4.</p>	<p>Points Based</p>	<p>10 <i>(10% of Total)</i></p>

5.	<p>Location and Availability</p> <p>Provide address of Physician's primary work location proximity to Hernando County for meetings and firsthand observation of paramedic and EMT job performance.</p> <p>The Selection Committee will review information provided in Attachment A - EMS Medical Director Services, Scope of Work, Section 8 - Residency Requirement, and the implementation of services/transition plan provided by the Proposer as required in Section 12.17.6.</p>	Points Based	<p>10 <i>(10% of Total)</i></p>
----	--	--------------	--------------------------------------

10.2. [Phase 2](#)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Oral Evaluation</p> <p>Proposers selected for oral presentations will be scored on such presentations, up to a maximum of 10 points.</p>	Points Based	<p>10 <i>(100% of Total)</i></p>

11. Vendor Questionnaire

11.1. E-VERIFY CERTIFICATION*

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the contract to perform employment duties within Florida; and

All persons, including Sub-Contractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the department.

Please confirm

*Response required

11.2. ACH electronic payment *

An ACH electronic payment method is offered as an alternative to a payment by physical check.

Please check Option 1 if you accept the ACH electronic payment method.

(Recommended and Preferred)

Yes, ACH electronic payment method is acceptable.

No, ACH electronic payment method is not acceptable.

*Response required

11.3. PROPOSER'S CERTIFICATION*

I have carefully examined the Request for Proposals (RFP), instructions to Proposers, general and/or special conditions, specifications, RFP proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my proposal. I agree that my RFP will remain firm for a period of up to one hundred and eighty (180) days in order to allow the County adequate time to evaluate the proposals. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in this RFP is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP on behalf of the Consultant/Firm as its act and deed and that the Consultant/Firm is ready, willing and able to perform if awarded the contract.

I further certify that this RFP is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a RFP for the same product or service; no officer, employee or agent of the Hernando County BOCC or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer's certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Proposer's proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE RFP IS SUBMITTED:

Please check one:

- I take NO exceptions
- I take Exceptions, explained in the subsequent answer

*Response required

11.4. Exceptions

If you selected "Exceptions" in the preceding question, please enter any exceptions to this RFP

11.5. Drug Free Workplace Certification

I have read and attest to, in accordance with Florida Statute 287.087 (current version), hereby certify that,

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Please confirm that you have read and attest to the Drug Free Workplace Certificate

- Please confirm

11.6. Statement of No Proposal *

Select all that apply

- Specifications too tight, geared toward one (1) brand or manufacturer (explain below)
- Insufficient time to respond

- Specifications unclear (explain below)
 - We do not offer this product/services
 - Our present schedule does not permit us to perform
 - Unable to meet specifications or provide services
- *Response required

11.7. "No Proposal" Explanation

Please provide any necessary explanation as to why you chose not to participate.

11.8. VENDOR/CONTRACTOR SURVEY *

Please provide information on where you received the knowledge of the bid/request for proposals (mark all that apply):

Select all that apply

- OpenGov Procurement
- Newspaper
- Purchasing and Contract Department Advertisement Board
- Other

*Response required

11.9. VENDOR/CONTRACTOR SURVEY (OTHER)

If you answered "Referred" or "Other" in the Survey, please specify:

11.10. Sub-Contractors/Sub-consultants:

The Hernando County BOCC reserves the right to approve all Sub-Contractors and/or Sub-Consultants for this contract. If Sub-Contractors are to be utilized, their names and references must be included within this initial Proposal.

Proposers shall list all proposed Sub-Contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work sub-contracted (discipline, trade or commodity) and proposed percentage of work for each firm.

11.11. Local Vendor Affidavit - 12 Month Minimum

Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote?

- Please confirm

11.12. VENDOR/CONTRACTOR INFORMATION*

Please Provide the following Information:

1. Respondent/Vendor Contractor Name
2. Vendor/Contractor FEIN
3. Vendor/Contractor's Authorized Representative Name and Title

4. Address

5. Phone Number

6. Email Address

*Response required

11.13. Confirm 180 days proposal validity

Any proposals shall constitute an irrevocable offer (including pricing), for a period of one hundred eighty (180) days, to provide to the County the services set forth in this Request for Proposals, or until one (1) or more of the proposals have been awarded.

Please confirm

11.14. **VENDOR/CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES*

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel List, crated pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to submit bids on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

Please confirm

*Response required

11.15. Proposal Principals *

Please name all persons or entities interested in the proposal as principals.

Provide name, title , mailing address, email address and phone number.

*Response required

11.16. Affidavit of Non Collusion and of Non-Interest of Hernando County Employees*

Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Certification that Vendor/Contractor affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Please confirm

*Response required

11.17. Proposal Format

The following information shall be submitted in all Proposer responses in the format as specified herein. Failure to submit the requested information in this format will result in a reduction in the evaluation points assigned to your proposal. *Pages exceeding the stated number (TAB 1 through TAB 3) will not be included for review by the evaluation committee.*

11.17.1. TAB 1 - Medical Director Qualifications*

The respondent will provide a letter, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. This letter will summarize in a brief and concise manner, the Respondent's understanding of the Scope of Work and qualifications to perform the services.

*Response required

11.17.2. TAB 2 Experience and Expertise*

Identify key personnel and any alternates to be directly involved with providing the day-to-day services and indicate the years of experience and training in Emergency Medical Services.

Provide description of experience serving as an EMS Medical Director, EMS Assistant Director or Hospital Emergency Department/Room Medical Director. Indicate experience interacting with Fire and/or EMS personnel while instructing, demonstrating or testing EMS skills.

Resumes, licenses/certifications, and any applicable previous experience.

*Response required

11.17.3. TAB 3 Approach to Medical Protocols, Quality Assurance, and Reporting*

Section 1: Requirements and Qualifications -

Section 2: Duties and Responsibilities -

Section 3: Special Operations Programs -

Section 4: Local Disaster/Emergency Protocols -

Section 5: Health Promotion and Wellness Activities -

Section 6: In-Service Training/Continuing Education -

Section 7: Reporting -

*Response required

11.17.4. TAB 4. Cost Proposal*

Upload price proposal inclusive of insurance requirements. Costs should be itemized for clarity of proposed fees. Total cost should be per year for providing services to Hernando County.

*Response required

11.17.5. TAB 5 - Location and Availability*

Provide address of Physician's primary work location in proximity to Hernando County and availability to attend meetings and observe paramedic and EMT job performance.

*Response required

11.17.6. TAB 6 – Proposed implementation timeline beginning at the date of Contract approval.*

Proposer should also include any additional detail regarding how transition from current provider will be handled.

*Response required

11.17.7. Attach required licenses, registrations, and certifications as indicated in Attachment A - EMS Medical Director Services, Scope of Work, Section 1 - Requirements and Qualifications.*

*Response required

11.18. Sworn Statement

11.18.1. Sworn Statement SECTION 287.133 (3) (a)*

I have read and attest that I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current version), means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current version), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current version), means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

_____ [attach a copy of the final order].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list [attach a copy of the final order].

*Response required

11.18.2. *If you choose option 3, please attach a copy of the final order*

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

Please attach a copy of the final order

11.19. Authorized Signatures/Negotiators

11.19.1. *Authorized Signatures/Negotiators* *

Please provide the information to support the statement below:

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor/Contractor will be duly bound:

Name(s)

Title(s)

Phone Number (s)

*Response required

11.19.2. *Type of Organization* *

Select your organization's type below

- Sole Proprietorship
- Joint Venture
- Corporation
- Partnership

*Response required

11.19.3. *Company ID**

Please Provide Your:

Company name

Address

Phone

Email

State of Incorporation and

Federal I.D. Number

Please state if you collect Florida sales Tax.

*Response required

*11.19.4. W-9**

Please attach your W-9

*Response required

Attachment A

EMS Medical Director Services Scope of Work

Section 1 – Requirements and Qualifications.

- 1) Has completed the course of study and all required internships, externships, fellowships, or any other practical training necessary to obtain, and shall have received, from a properly accredited university or college, the degree of Medical Doctor (M.D.) or Doctor of Osteopathic Medicine (D.O.) in conformance with Rule 64J-1.004(3)(a) of the Florida Administrative Code (F.A.C.).
- 2) Has completed the criteria for, and shall have received, board certification in Emergency Medicine by the American Board of Emergency Medicine (ABEM) or the American Osteopathic Board of Emergency Medicine (AOBEM); and possesses an ACLS certificate of successful course completion in emergency medicine in conformance with Rule 64J-1.004(3)(c) F.A.C.
- 3) Has and maintains throughout the term of this agreement, a valid, current and unencumbered license to practice medicine issued by the State of Florida under Florida Statutes Chapter 458 or 459 (F.S.), free of any disciplinary action against Medical Director, including, but not limited to, revocation, revocation and reinstatement, suspension, limitation, restriction, reprimand or warning by the State of Florida or any of its regulatory agencies, or by any relevant professional organization.
- 4) Has and maintains throughout the term of this agreement, board certification in Emergency Medicine as stated above, free of any disciplinary action including, but not limited to, revocation, revocation and reinstatement, suspension, limitation, restriction, reprimand, or warning by the State of Florida or any of its regulatory agencies, or the relevant professional organization issuing such certification, including, but not limited to, the ABEM or AOBEM.
- 5) Has and maintains throughout the term of this agreement, active participation in regional or statewide physician group involved in pre-hospital care and hold an ACLS certificate or equivalent, in conformance with Rule 64J-1.004(3)(d) F.A.C.
- 6) Will satisfy all other relevant requirements or qualifications as may be imposed by Florida law, prevailing medical standards, professional organizations, licensing and certifying entities, training standards, or COUNTY, from time to time.
- 7) Shall provide, upon request, documentation pertaining to any requirement or qualification, and fully cooperate with COUNTY in its efforts to obtain information to determine and confirm compliance with said requirements and qualifications in conformance with Rule 64J- 1.004(3) F.A.C.
- 8) Shall maintain membership in the Florida Association of EMS Medical Directors.

Section 2 – Duties and Responsibilities

- 1) The agreement holder shall designate a physician to be Medical Director to supervise and assume direct responsibility for the medical performance of the Hernando County Fire Rescue paramedics and Emergency Medical Technicians. Medical Director shall have the authority in deciding the method in which to perform his/her duties and responsibilities which shall include at a minimum those required under state law or administrative regulation:
 - a) **Medical Direction**
 - i) Develop and implement medically correct protocols for Hernando County Fire Rescue ALS certified personnel responding to the scene of a medical emergency. Such protocols shall address requirements for evaluation and treatment of injuries commonly sustained in scenarios including, but not limited to automobile collision, smoke and fire, industrial accident, cardiopulmonary disease or failure, accidental poisoning, etc.
 - ii) Develop medically correct standing orders or protocols which permit ALS procedures when communication cannot be established with a supervising physician or when any delay in patient care would potentially threaten the life or health of the patient. Rule 64J-1.004(4)(a) F.A.C.
 - iii) Develop and issue standing orders and protocols for paramedics and medical transport, to ensure that each patient is transported to a facility that offers a type and level of care appropriate to the patient's medical condition, if available within the service region. Rule 64J-1.004(4)(a) F.A.C.
 - iv) Be available for consultation to advise paramedics regarding all emergency medical treatment activities undertaken by or with other emergency responder agencies, such as law enforcement agencies operating within Hernando County, as requested by the COUNTY, in accordance with F.S. Section 401.435.

- v) Provide continuous 24-hour-per-day, 7-day-per-week medical direction which shall include, in addition to the development of protocols and standing orders, direction to paramedics and other EMS personnel as to availability of medical direction "off-line service" to resolve problems, system conflicts, and provide services in an emergency as that term is defined by Section 252.34(3), F.S. Rule 64J-1.004(4)(a) F.A.C.
- vi) Supervise and assume direct responsibility for the medical performance of paramedics. F.S. Section 401. 265.
- vii) Supervise the preparation of records and reports as may be required from time to time by the Florida Department of Health or Hernando County, regarding any aspect of the performance of emergency medical services by paramedics.
- viii) Provide or oversee periodic refresher training to paramedics and ensure their compliance with proper standards for preparing medical documentation of patient care rendered in connection with emergency medical services.
- ix) Develop, implement, and participate in a patient care quality assurance system to assess the medical performance of paramedics in conformance with F.S. Section 401.265(2) and 64J-1.004(4)(b) F.A.C.
 - (1) The Medical Director shall audit the performance of paramedics by use of a quality assurance program to include, but not be limited to, a prompt review of patient care records, direct observation, and comparison of performance standards for medications, equipment, system protocols and procedures as developed by EMS and the Florida Department of Health, in conformance with F.S. Section 401.265(2).
- x) Notify the Florida Department of Health in writing of each substitution by the paramedic of equipment or medication per 64J-2.004 F.A.C.
- xi) Assume direct responsibility for the use of an automatic or semi-automatic defibrillator by a paramedic; and ensure that all paramedics are trained in the use of the trauma scorecard methodologies as provided in Rule for adult trauma patients and Rule 64J-2.005 F.A.C. for pediatric trauma patients. Rule 64J-1.004(4)(g) F.A.C.
- xii) Assume direct responsibility for the use of a glucometer; the administration of aspirin; the use of any medicated auto injector; the performance of airway patency techniques including airway adjuncts, not to include endotracheal intubation; and on routine interfacility transports, the monitoring and maintenance of non-medicated I.V.'s by an EMT.
 - (1) The Medical Director shall ensure that the EMT is trained to perform these procedures; shall establish written protocols for the performance of these procedures; and shall provide written evidence to The Florida Department of Health and EMS documenting compliance with provisions of this paragraph as provided in Rule 64J-1.004 (3)(g) F.A.C.
- xiii) Assume direct responsibility and provide authorization for EMT's employed by Hernando County Fire Rescue to start a non-medicated IV, under the following conditions:
 - (1) A non-medicated IV is initiated only in accordance with HCFR approved protocols, in the presence of an HCFR paramedic, who directs the EMT to initiate the IV.
 - (2) The Medical Director provides IV Therapy training deemed sufficient to allow EMT's to function in this capacity.
 - (a) Hernando County Fire Rescue shall document successful completion of such training in each EMT's training file and make documentation available upon request.
 - (3) The final decision on need for the above program (xiii) will be at the discretion of the HCFR-EMS Committee and Fire Administration.
- xiv) Develop and implement in conjunction with HCFR Infection Control Officer, policies, and protocols to minimize exposure of HCFR personnel to infectious diseases in compliance with State and Federal Requirements.
 - (1) The Medical Director or appropriate designee shall be available for consultations with the Infectious Control Officer including interviewing and counseling field personnel to determine the significance of any body-fluid exposure and to suggest appropriate action for such an exposure.
 - (2) The Medical Director or designee shall be available to assist with the implementation of the HCFR Infectious Exposure Control Policy.
- xv) Create, authorize, and ensure adherence to detailed written operating procedures regarding all aspects of the handling of medications, fluids, and controlled substances by paramedics.

- xvi) Provide proof of current registration as a Medical Director, either individually or through a hospital, with the U.S. Department of Justice, DEA, to provide controlled substance to an EMS Provider.
 - (1) DEA registration shall include the HCFR address where controlled substances are stored: 60 Veteran's Avenue, Brooksville, Florida 34601.
 - (a) Proof of such registration shall be maintained on file with HCFR.
 - (2) Ensure and certify that security procedures of paramedics for medications, fluids and controlled substances follow Chapters 499 and 893, F.S., and Chapter 64F-12, F.A.C.
- xvii) Immediately report to COUNTY the initiation of any legal action, disciplinary procedure, or investigation by the State of Florida or any of its regulatory agencies or professional organizations, either formal or informal, or any complaint, which may result in any form of disciplinary action in connection with the Medical Director's practice of medicine.

Section 3 – Special Operations

- 1) Develop, review, and revise the HCFR Special Operations Program in conjunction with senior HCFR personnel as needed, such as a SWAT Medic Program in conjunction with the Hernando County Sheriff's Office and Hazardous Materials Paramedicine Program.
- 2) Develop protocols for on-scene evaluation, treatment, and transportation of patients exposed to hazardous materials.
- 3) Develop protocols for administration of medications used by authorized HCFR personnel to alleviate or counteract adverse effects for patients which fall into the category of Special Operations.

Section 4 – Local Disasters

- 1) In the event of a local disaster or impending disaster or emergency with the possibility of multiple casualties, the Medical Director or appointee shall be continuously available for emergency consultation 24-hour-per-day, 7-day-per-week, until such emergency is resolved. Rule 64J-1.004(4)(a) F.A.C.

Section 5 – Health Promotion and Wellness Activities

- 1) Consult as required as to the preparation of a written agreement between HCFR and the Florida Department of Health governing the provision of health promotion and wellness activities, to include blood pressure screening, immunizations, in accordance with F.S. Section 401.265 and Rule 64J-1.004(5) F.A.C.
- 2) Instruct and supervise paramedics in the performance of blood pressure screening, immunizations, and other health promotion and wellness activities pursuant to a written agreement with the Florida Department of Health. F.S. Section 401.265(4) and Rule 64J-1.004(5) F.A.C.
- 3) Verify that each paramedic authorized to administer immunizations has completed training consistent with that of other staff authorized to give immunizations as required by the Director of the Hernando County Department of Health.

Section 6 – In-Service Training

- 1) Provide continuing medical education, either personally or by Medical Director's designee, as approved by the Hernando County Fire Rescue Fire Chief.
 - a) Minimum continuing education shall include:
 - i) Two (2) ACLS recertification courses per year; and
 - ii) One (1) State of Florida approved paramedic Refresher Program for all paramedics to renew certification with no less than 50% being "hands-on" training; or commensurate "In-Service" Training to accomplish renewal of HCFR Personnel's paramedic and EMT Licenses as required by the Florida Department of Health and EMS.
 - iii) An annual Infection Control Update per OSHA guidelines for all paramedics; and
 - iv) Participate as a crew member on an HCFR ambulance for a minimum of ten (10) hours per year.
- 2) Perform all such other duties and responsibilities not specifically provided for herein, which are now imposed, or which may be imposed by Florida law, including, but not limited to, the provisions of F.S. Chapters 252 through 401, and Rule 64J, as may be amended or renumbered from time to time.

Section 7 – Reporting

- 1) Attend at least quarterly or as otherwise requested, County meetings; and present to the Board a semi-annual report.

Section 8 – Residency Requirement

- 1) The physician shall maintain residency within the State of Florida, with preference being the maintaining of a practice of medicine within Hernando County.

MEDICAL DIRECTOR SERVICES CONTRACT

CONTRACT # _____

Agreement Between the Hernando County Board of County Commissioners and _____

THIS AGREEMENT dated this ____ day of _____, 202__, by and between the Hernando County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 20 N. Main Street, Brooksville, FL 34601 (County) and _____ whose address is _____ (Contractor), for Emergency Medical Services Medical Director for Hernando County Fire Rescue.

WITNESSETH:

WHEREAS the Hernando County Fire Rescue (HCFR) desires a Florida licensed M.D. or D.O. from a broad-based medical specialty such as emergency medicine, internal medicine, anesthesiology, or other surgical specialty, to act as Emergency Medical Services Medical Director to supervise and assume direct responsibility for the medical care performance and protocols of Hernando County Fire Rescue paramedics and emergency medical technicians (HCFR) in accordance with 23-RFP00361/TP (Attachment A hereto) dated _____, 202__, and

WHEREAS the Contractor may be a sole practitioner or be designated by a professional association, corporation, or partnership of physicians or a hospital which delivers in-hospital emergency services; and

WHEREAS the Contractor is a physician licensed in the State of Florida with experience in _____; and

WHEREAS the Contractor shall supervise and assume direct responsibility for the medical performance and protocols of the HCFR in the primary geographical borders of Hernando County and all mutual aid requesting municipalities outside those geographical borders.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, and for good and valuable consideration, the County and the Contractor agree as follows:

- 1. Contract Term and Extensions.** Pursuant to Section 8.19 of the Attachment A, this Agreement shall commence on _____, 202__, and shall be in effect for a period of thirty-six (36) months until _____, 202__ (Contract Term). The County reserves the right to extend the Contract Term by mutual agreement for up to two (2) additional twelve-month renewal options for a cumulative total up to sixty (60) months. The County must notify the Contractor in writing no later than sixty (60) days prior to expiration of the Contract Term of its intent to extend.

2. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

3. Independent Contractor Relationship. Nothing in this Agreement shall be construed to constitute the Contractor (or its employees or sub-contractors) a partner, employee, or agent of the County, nor shall the Contractor have authority to bind the County in any respect, it being intended that the Contractor shall remain an independent contractor solely responsible for its own actions.

4. Duties and Responsibilities. The Contractor shall act in accordance with the duties and responsibilities delineated in the EMS Medical Director Services Scope of Work (Attachment B), Florida Administrative Code section 64J-1.004, and the prevailing professional standard of care.

5. Financial Responsibility. The Contractor shall comply with section 458.320, Fla. Stat. (current edition), during the Contract Term and any extensions thereof. The Contractor shall provide written proof to the County of such compliance by the date Contractor signs this Agreement, and within ten (10) days of the County's request for same.

6. Third-Party Claims. This Agreement shall not be construed to induce benefit, entitlement or guarantee to any third party. The Contractor shall indemnify the County against any legal claim brought by any third party against the Contractor regardless of whether the circumstances of such claim pertain to the Contractor's duties and responsibilities or financial responsibility under this Agreement.

7. Governing Law, Venue, Costs & Fees, Jury Trial. This Agreement is governed by the laws of Florida. In the event of litigation or legal dispute between the parties arising from this Agreement: (1) Venue is Hernando County, Florida; (2) the parties are responsible for their own costs and attorney fees; and (3) the parties waive the right to a jury trial.

8. Entire Agreement. This Agreement (which incorporates Attachments A, B and C herein as though written out in full) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. This Agreement shall not be modified except by a written amendment dated subsequent to the date of this Agreement and signed on behalf of the County and the Contractor or by their respective duly authorized representatives.

Attachment A: 23-RFP00361/TP (and its attachments and addenda)

Attachment B: EMS Medical Director Services Scope of Work

Attachment C: Contractor's Proposal in Response to 23-RFP00361/TP

IN WITNESS WHEREOF, the parties have executed this Contract on the ____ day of _____, 202__, in the County of Hernando, Florida.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____
Douglas A. Chorvat, Jr., Clerk of Circuit Court
Date: _____

John Allocco, Chairman
Date: _____

(FIRM/COMPANY NAME)

Witness _____
Printed _____
Date: _____

By _____
Name and Title of Contractor
Date: _____