

REQUEST FOR PROPOSAL

CLAY COUNTY SHERIFF'S OFFICE EMPLOYEE PHYSICALS AND LABORATORY SERVICES

RFP # B21-002



Clay County Sheriff's Office
901 North Orange Avenue
P.O. Box 548
Green Cove Springs, FL 32043
(904) 529-6029
Fax (904) 529-6482
Website: <http://www.claysheriff.com>
Date of Issue: May 26, 2021
Proposal Due Date: June 15, 2021

CALENDAR OF EVENTS

Listed below are the important dates and times by which the actions noted must be completed. If the Clay County Sheriff's Office (CCSO) finds it necessary to change any of these dates or times, the change will be accomplished by addendum. All dates are subject to change.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	May 26, 2021
Pre-Proposal Submittal Conference	NONE
Proposals Due	June 15, 2021
Committee Recommendation	June 25, 2021
Contract Signed	July 09, 2021
Services Estimated Start Date	July 15, 2021

For information concerning procedures for responding to this Bid, contact the Purchasing Manager, Rhonda Sanders by email rsanders@claysheriff.com or at (904) 529-6029.

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**CLAY COUNTY SHERIFF'S OFFICE
INVITATION
REQUEST FOR PROPOSAL**

NOTICE IS HEREBY GIVEN that the Clay County Sheriff's Office (CCSO) invites and will receive sealed Proposals from qualified companies to perform the work which is described in detail in the Request for Proposal (RFP) specifications.

REQUEST FOR PROPOSAL (RFP) #: B21-002

PROJECT NAME: CCSO EMPLOYEE PHYSICALS AND LABORATORY SERVICES

PRE-PROPOSAL CONFERENCE: NONE

LOCATION: N/A

**RFP OPENING LOCATION: Clay County Sheriff's Office
901 North Orange Avenue
Green Cove Springs, Florida 32043**

RFP SUBMITTAL DEADLINE DATE & TIME: June 15, 2021 @ 4:00pm.

The CCSO is using a Request for Proposal for this project and will award a contract to the Proposer the CCSO finds, in its sole discretion, best meets the long term needs of the CCSO.

Specifications and RFP documents are available by downloading a bid package from the Purchasing Section of the Clay County Sheriff's Office website at [\(Resources/Purchasing\)](#) link or by calling the Purchasing Section at (904) 529-6029.

Qualified companies are invited to deliver one (1) clearly marked original and five (5) copies of their Proposal, in a sealed envelope marked "**Request for Proposal (RFP) #: B21-002, Project Name: CCSO Employee Physicals and Laboratory Services**", to the Clay County Sheriff's Office, attn.: Purchasing Manager, 901 North Orange Avenue, Green Cove Springs, Florida 32043. The CCSO assumes no responsibility for Proposals received after the proposal deadline identified above, or delivered to any office or location other than that specified herein, whether due to mail delay, courier mistake, mishandling or any other reason. Late Proposals will be held unopened and will not be considered for award.

All Proposers should ensure that the proposal is both complete and accurate. The CCSO may require additional information or data from any of the Proposers.

A Proposal Evaluation Committee (PEC) appointed by the CCSO will evaluate Proposals. The PEC selected by the CCSO will fairly consider all Proposals. The PEC will perform a review of all Proposals received from Proposers to determine completeness and responsiveness to the principal components of the technical, financial and legal requirements of the RFP. Request for clarification letters may include, but are not limited to, the following: commitment of project team members; performance guarantees and

standards; project guarantor commitments; proposers interpretation of proposed CCSO organization and business entity relationships, operations, project schedules, phasing methods and payment schedules; and letters of credit, performance bonds and insurance requirements. The PEC will make a recommendation to the CCSO Executive Financial Officer following the review of all Proposals and consideration of any additional evidence or data desired by the PEC.

All questions, comments, or concerns about this RFP must be submitted in writing to The Clay County Sheriff's Office, attn.: Purchasing Manager, 901 North Orange Avenue, Green Cove Springs, FL 32043. The Purchasing Manager is the only designated representative of the CCSO authorized to respond to comments, questions, and concerns. The CCSO will not respond to comments, questions or concerns addressed to any person other than the Purchasing Manager. If the CCSO determines that a particular comment, question or concern necessitates a global response to all Proposers, the CCSO will issue a clarifying memorandum or addendum. The final day that the CCSO will accept questions will be five (5) business days prior to the proposal submittal deadline date.

The CCSO reserves the right to accept or reject any and/or all Proposals, to waive irregularities and technicalities, and to request re-submission. Any sole response received by the submission date may or may not be rejected by the CCSO depending on available competition and timely needs of the CCSO.

The CCSO reserves the right to select a company with or without interviews, and may decide to select any of the companies submitting qualification packages. The CCSO reserves the right to award the contract to a responsible Proposer submitting a responsive Proposal, with a resulting negotiated agreement that is most advantageous and in the best interests of the CCSO.

The CCSO shall be the sole judge of the Proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the CCSO reserves the right to make such investigation, as it deems necessary, to determine the ability of any Proposer to perform the work or service requested.

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PROPOSAL ACKNOWLEDGEMENT FORM

Request for Proposal (RFP) #: B21-002

Project Name: CCSO Employee Physicals and Laboratory Services

All Proposers must register receipt of a Solicitation with the CCSO. By completing and returning this form, you are registering receipt of this solicitation with the CCSO and requesting notification of Addenda that may be issued regarding this solicitation.

The CCSO will attempt to notify all prospective Proposers of any and all Addenda issued to the solicitation. However, it shall be the responsibility of the Proposer, prior to submitting their response, to either:

1. Visit ([Resources/Purchasing](#)) link to view the solicitation and download all issued Addenda; or
2. Contact the Purchasing Section to determine if Addenda were issued.

Proposers must acknowledge and incorporate the Addenda into their response.

Please be advised that the CCSO will post Addenda, in Adobe format, with the corresponding on-line solicitation.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY, STATE AND ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

FAX THIS COMPLETED REGISTRATION FORM TO: (904) 529-6482; ATTN: Purchasing Manager

GENERAL CONDITIONS

DEFINED TERMS

Terms used in this Request for Proposal are defined and have the meaning assigned herein.

Addenda means a written change to a solicitation.

Bid shall refer to any offer(s) submitted in response to this Invitation to Bid.

CCSO refers to the Clay County Sheriff's Office, a sub-division of the Clay County Board of County Commissioners.

Contract means the agreement to perform the services set forth in this solicitation.

Contractor means the Vendor to which award has been made.

Modification means a written change to a Contract.

Pre-Award Documents means those forms, insurances, permits, and licensures needed to begin work on behalf of the CCSO.

Proposal Evaluation Committee means the CCSO staff appointed to evaluate the Bids received in response to this RFP.

Proposer means any one Vendor submitting a Bid in response to the RFP.

Responsive Bid means a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the RFP.

Responsible Bidder means a Proposer that has the capacity and capability to perform the work required under the RFP, and is otherwise eligible to become a Contractor.

RFP refers to this sealed Request for Proposal including all issued addenda.

Solicitation refers to the entire RFP package and the Proposer's Proposal as a response to this RFP.

Proposal refers to all documentation and information as submitted by the Proposer in response to this solicitation.

Vendor means any entity responding to this RFP who is capable of submitting a Responsive and Responsible bid.

For purposes of this Invitation to Bid the words "shall", "must", or "will" are equivalent in this Invitation to Bid and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the CCSO's sole discretion, the deficient response is not in substantial accord with this Invitation to Bid's mandatory requirements. The words "should" or "may" are equivalent in this Invitation to Bid and indicate very desirable conditions, or requirements but are permissive in nature.

1. PROPOSER REGISTRATION

Proposers who obtain solicitation documents from sources other than the CCSO or download from any other source must officially register receipt of the solicitation with the CCSO's Purchasing Section in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Proposer may cause your Proposal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued Addenda.

2. CONTACT

All prospective Proposers, their agents, and associates are hereby instructed not to contact any CCSO member or CCSO official other than the contact person indicated on page 1 above regarding this solicitation or their Proposal at any time prior to the final evaluation and recommended ranking by the CCSO staff for this project. Failure to comply with this provision shall be cause for rejection of your Proposal.

3. ADDENDA AND INQUIRIES

3.1 If there is any doubt as to the true meaning of the specifications and information provided, Proposers may submit written or faxed inquiries regarding this solicitation to The Clay County Sheriff's Office, attn.: Purchasing Manager, 901 North Orange Avenue, Green Cove Springs, FL 32043, Fax No. (904) 529-6482. The CCSO will respond to written or faxed inquiries received at least five (5) business days prior to the RFP due date. Inquiries must reference the date and time of opening, and the RFP number. Failure to comply with this condition shall result in the Proposer waiving their right to dispute the specifications and information provided in the solicitation document.

3.2 Any change to this solicitation shall be made by Addenda duly issued to each registered Proposer.

Receipt of such Addenda must be so noted on or within your response. It is the Proposer's responsibility to make contact through the Internet or phone to determine if Addenda have been issued.

3.3 Oral Inquiries: The CCSO will not respond to oral inquiries.

4. PUBLIC OPENING

Proposals shall be received in the Purchasing Section, 901 North Orange Avenue, Green Cove Springs, FL 32043 by the date and time indicated on Page 1 of these documents. As soon as possible thereafter, the names of Proposers shall be read off at the CCSO.

5. DELAYS

The CCSO, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the CCSO to do so. The CCSO will notify Proposers of all changes in scheduled due dates by written Addenda.

6. PROPOSAL SUBMISSION AND WITHDRAWAL

6.1 Address to send Proposal:

**Clay County Sheriff's Office
Attention: Purchasing Manager
901 North Orange Avenue
Green Cove Springs, FL 32043**

6.2 The outside of the envelope/container must be marked - **Request for Proposal (RFP) #: B21-002, Project Name: CCSO Employee Physicals and Laboratory Services**. The envelope/container must also include the Proposer's name and return address.

6.3 Proposals may be withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the proposal due date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

6.4 Withdrawal of Proposals after Opening Date: Proposals, once opened, become the property of the CCSO and will not be returned to the Proposer. Proposals not so withdrawn before the opening constitute an irrevocable offer for a period of ninety (90) days to provide the CCSO the services set forth in these specifications until one (1) or more of the Proposals have been accepted by CCSO staff. No Proposer may withdraw their Proposal during this ninety (90) day period.

6.5 Number of Proposal Copies: Proposers shall submit one (1) original and five (5) copies of the Proposal, complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.

6.6 Proposal Is Not Binding: The Proposer understands that responding to this solicitation does not constitute an agreement or contract with the Proposer. A Proposal is not binding until Proposal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.

6.7 Responsibility for getting a Proposal to the CCSO on or before the specified date and time is solely and strictly that of the Proposer. The CCSO will not be responsible for any delay, for any reason whatsoever. Proposals by telephone, telegram, facsimile machines, and Internet, will not be acceptable. Proposals must be received and stamped on the outside of the envelope with the time and date, in the Purchasing Section by the date and time specified for opening.

6.8 Late Proposals – Proposals received after the date and time of the opening will not be opened or considered. It will be the Proposer's responsibility to make arrangements for the return of their Proposal at their expense.

7. PROPOSAL PREPARATION COST

The CCSO shall not be liable for any expense incurred in connection with preparation of a Proposal to this document. Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of this document.

8. ACCURACY OF PROPOSAL INFORMATION

Any Proposer, who states in their Proposal any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

9. LICENSES

Licensed and Certified: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida, for the type of work to be performed, at the time of Proposal and during the entire contract time.

10. POSTING OF NOTICE OF INTENT

A Request for Proposal identifies a potential CCSO need or requirement for contracted goods or services and constitutes a notice of intent for award by posting the RFP on the CCSO's Website. Advertising for responses to RFPs in local newspapers also advises or provides a notice of intent.

11. PUBLIC RECORDS/TABULATION

Proposals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within ten (10) days after the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on the CCSO Website at [\(Resources/Purchasing\)](#).

12. RESERVED RIGHTS

- 12.1 The CCSO reserves the right to waive formalities in any Proposal, and to reject any or all Proposals in whole or in part, with or without cause and/or to accept the Proposal that in the CCSO's judgment will be in the best interest of the CCSO. The CCSO specifically reserves the right to reject any conditional Proposal.
- 12.2 To the extent permitted by applicable state and federal laws and regulations, CCSO reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 12.3 The CCSO reserves the right to reject the Proposal of any Proposer if CCSO believes that it would not be in the best interest of the CCSO to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CCSO.

13. INSURANCE

Refer to Insurance Requirements in Section 3.06 and Attachment A of this RFP.

14. INDEMNIFICATION/HOLD HARMLESS

The Proposer shall defend, indemnify and hold the CCSO, the CCSO's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Proposer, its sub-consultants and their officers, directors, agents or employees; any failure of the elected company to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected company's representations as set forth in the Proposal or any other failure of the selected company to comply with the obligations on its part to be performed under the contract.

15. PUBLIC ENTITY CRIMES / NON-COLLUSIVE AFFIDAVIT

- 15.1 Each Proposer shall complete the Non-Collusive Affidavit, and the Public Entity Crimes Form and shall submit the forms with the Proposal. The CCSO considers the failure of the Proposer to submit these documents to be a major irregularity and may be cause for rejection of their Proposal.
- 15.2 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a

contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- 15.3 Termination for Cause: Any Agreement with the CCSO obtained in violation of this Section shall be subject to termination for cause. A sub-contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-contractor acceptable to the CCSO.

16. GRATUITIES AND KICKBACKS

- 16.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any recommendation, approval, disapproval, decision, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or Proposal therefore.
- 16.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-contractor under a contract to Contractor or higher tier sub-contractor, or any person associated therewith, as an inducement of the award of a subcontract or order.
- 16.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and subcontract and solicitation therefore.

17. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Proposer shall be in compliance with Executive Order 11246 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

18. CONFLICT OF INTEREST

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's

or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

- 18.1 October 1, 1975.
- 18.2 Qualification for elective office.
- 18.3 Appointment to public office.
- 18.4 Beginning public employment.

19. DRUG FREE WORKPLACE:

The CCSO has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the CCSO workplace.

The CCSO requires the attached Drug Free Workplace Affidavit to accompany all Proposals. This form has been adopted by the CCSO in accordance with the Drug Free Workplace Act. The CCSO will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tiebreaker when two (2) or more separate entities have submitted Proposals at the same price, terms and conditions.

20. APPLICABLE LAWS

Interested parties are advised that all CCSO contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable Clay County Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as the basis for contractual obligations between the Proposer and the CCSO for any terms and conditions not specifically stated within the context of the contract.

21. COMPETENT PERSONNEL

Competent Personnel - All interested companies are to warrant that services shall be performed by skilled and competent personnel.

22. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 22.1 Before delivering a Proposal, each Proposer must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Proposer's observations with the solicitation documents; and notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the solicitation documents.

22.2 The Proposer, by and through delivering a Proposal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services to be done or equipment to be furnished.

23. SPECIFICATIONS

23.1 The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

23.2 For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Proposer meets all the Specifications in every respect.

24. CANCELLATION CLAUSE

Failure to comply with any of the terms, conditions, specifications and/or service requirements will be just cause for termination of the contract by a thirty (30) day written notice of intent forwarded to the successful Proposer.

25. ACCEPTING CONTENT OF PROPOSAL

By delivering a Proposal in response to this solicitation document, the Proposer certifies that they have fully read and understand the context of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed. Proposals shall be returned in the sequential manner as requested in the "Proposal Format and Requirements" section of this solicitation.

26. TAXES

The negotiated cost shall include all freight, handling, delivery, surcharges or other incidental charges that may be required to provide the services or deliver the commodities. The CCSO is exempt from the payment of Federal and State taxes, including sales tax. Your cost Proposal shall not include sales tax to be collected from the CCSO. The CCSO's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the CCSO.

27. ASSIGNMENT

- 27.1 Successful Proposer shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CCSO'S prior written approval.
- 27.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Proposer and the CCSO may, at its discretion, cancel the Contract and all rights, title and interest of Successful Proposer shall thereupon cease and terminate.

28. SOLICITATION FORMS

- 28.1 If the Proposer cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service requirement. In the case of a "not available" remark, the Proposer may offer an alternative service. Alternate Proposals may be submitted for consideration. It will be at the CCSO's sole discretion to accept or reject any and all alternate Proposals received.
- 28.2 This solicitation presents the CCSO's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Proposers are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the CCSO.

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 – Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Proposers must submit one (1) original and five (5) copies of their Proposal, in writing, to the Purchasing Manager in a sealed envelope. It must be addressed as follows:

**Clay County Sheriff's Office
Attention: Purchasing Manager
901 North Orange Avenue
Green Cove Springs, FL 32043
Request for Proposal (RFP) #: B21-002
Project Name: CCSO Employee Physicals and Laboratory Services**

Proposals must be received no later than 4:00 P.M., Florida time on the date shown on the cover page. Faxed or oral proposals will not be accepted.

A Proposer's failure to submit their Proposal prior to the deadline will cause the Proposal to be disqualified. Late Proposals or amendments will not be opened or accepted for evaluation. There will be no exception to this rule.

1.02 – Contract Term and Work Schedule

The contract term and work schedule set out herein represent the CCSO's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The initial term of the contract will be thirty-six (36) months beginning on the date a contract is executed by both parties. In addition, The Sheriff's Office intends to include in the contract a right to extend the term of the contract for three (3) subsequent one (1) year terms, provided such extensions are in the best interest of both parties.

1.03 – Purpose of the RFP

It is the intent of the CCSO to secure a qualified company to provide the services contemplated under Section 5 of this RFP.

1.04 – Assistance to Proposers with a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Purchasing Manager no later than fourteen (14) days **prior** to the deadline for receipt of Proposals.

1.05 – Required Review

Proposers should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Purchasing Manager at least fourteen (14) days before the Proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Proposer's Proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the CCSO Purchasing Manager, in writing, at least fourteen (14) days before the time set for opening.

1.06 – Questions Received Prior to Opening of Proposals

All questions must be in writing and addressed to the CCSO Purchasing Manager. The final day that the CCSO will accept questions will be five (5) business days prior to the proposal submittal deadline date.

1.07 – Amendments

If an amendment is issued, it will be provided to all who were mailed or received a copy of the RFP and to those who have registered with the Purchasing Manager as having downloaded the RFP from the CCSO web site.

1.08 – Alternate Proposals

Proposals may be delivered, which deviate from the requirements herein, providing they are clearly identified as alternate proposals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the best interest of the CCSO that an alternate proposal be considered. Such alternate proposals will be provisionally accepted for consideration, subject to the reserved right of the CCSO to make the determination whether the above stated conditions for alternate proposals have been satisfied and subject further to the reserved right of the CCSO to accept or reject these proposals upon the basis of the determination.

1.09 – Right of Rejection

Proposers must comply with all of the terms of the RFP, the CCSO Purchasing Process, and all applicable local, state, and federal laws, codes, and regulations. The Purchasing Manager may reject any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP. Proposers may not qualify the Proposal nor restrict the rights of the CCSO. If a Proposer does so, the Purchasing Manager may determine the Proposal to be a non-responsive counter-offer and the Proposal may be rejected.

Proposals may be waived by the Purchasing Manager if they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or,
- do not constitute a substantial reservation against a requirement or provision.

The CCSO reserves the right to refrain from making an award if it determines that to be in its best interest.

A Proposal from a debarred or suspended Proposer shall be rejected.

1.10 – CCSO Not Responsible for Preparation Costs

The CCSO will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any Proposal.

1.11 – Disclosure of Proposal Contents

All Proposals and other material submitted become the property of the CCSO and may be returned only at the CCSO's option. Chapter 119, Florida Statutes requires public records to be open to reasonable inspection. All Proposal information, including detailed price and cost information, will be open for public inspection immediately after opening by the CCSO.

Trade secrets and other proprietary data contained in Proposals may be held confidential until a Notice of Decision or Notice of Intended Decision is issued by the CCSO Purchasing Manager or ten (10) days after opening, whichever is earlier, as provided by Section 120.057(3) (a), Florida Statutes, if the Proposer requests, in writing, that the Purchasing Manager does so, and if the Purchasing Manager agrees, in writing, to do so. Material considered confidential by the Proposer must be clearly identified and the Proposer must include a brief statement that sets out the reasons for confidentiality. At that time, all Proposals and documents pertaining to the Proposals will be open to the public, except for material designated as proprietary or confidential as defined in Section 812.081, Florida Statutes and as provided in Section 815.04(3), Florida Statutes. The Purchasing Section will not disclose or make public any pages of a Proposal on which the Proposer has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

Proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal. Confidential data is normally restricted to confidential financial information concerning the Proposer's organization and data that qualifies as a trade secret in accordance with the definition in Section 812.081, Florida Statutes and as provided in Section 815.04(3), Florida Statutes. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

1.12 – Subcontractors

Subcontractors may be used to perform work under the contract only as necessary. If a Proposer intends to use subcontractors, the Proposer must identify in the Proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a Proposal with subcontractors is selected, the Proposer must provide the following information concerning each prospective subcontractor within five (5) working days from the date of the CCSO's request:

- (a) Complete name of the subcontractor,
- (b) Complete address of the subcontractor,
- (c) Type of work the subcontractor will be performing,
- (d) Percentage of work the subcontractor will be providing,
- (e) Evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid business license, proof of required insurance and meets all other conditions set forth in this RFP to conduct business with the CCSO, and;
- (f) A written statement, signed by each proposed subcontractor, which clearly verifies that the subcontractor is committed to render the services required by the contract.

A Proposer's failure to provide this information, within the time set, may cause the CCSO to consider their Proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the CCSO.

1.13 – Joint Ventures

Joint ventures will not be allowed.

1.14 – Proposer's Certification

By signature on the Proposal, Proposers certify that they comply with:

- (a) The laws of the State of Florida,
- (b) The applicable portion of the Federal Civil Rights Act of 1964,
- (c) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,
- (d) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government,
- (e) Maintains a Drug Free Workplace,
- (f) All terms and conditions set out in this RFP,
- (g) A condition that the Proposal submitted was independently arrived at, without collusion, under penalty of perjury, and
- (h) That the offers will remain open and valid for at least 90 days.

If any Proposer fails to comply with (a) through (h) of this paragraph, the CCSO reserves the right to disregard the Proposal, terminate the contract, or consider the contractor in default.

1.15 – Conflict of Interest

Each Proposal shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., employed by the CCSO) and, if so, the nature of that conflict. The CCSO reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proposer. The CCSO's determination regarding any questions of conflict of interest shall be final.

1.16 – Solicitation Advertising

Public notice has been provided in accordance with CCSO policy and applicable Florida Statutes.

1.17 – Assignment

The contractor may not transfer or assign any portion of the contract without prior written approval from the CCSO.

1.18 – Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Florida. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Circuit Court for Clay County, Florida.

1.19 – Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 – Authorized Signature

All Proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP.

2.02 – Pre-Proposal Conference

A pre-proposal conference, if held, will be on the date shown on page 1, Calendar of Events at the CCSO main office at 901 North Orange Avenue in Green Cove Springs, Florida. The purpose of the conference is to discuss the work to be performed with the prospective Proposers and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective Proposers as soon as possible after the meeting.

Proposers with a disability needing accommodation should contact the Purchasing Manager prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

2.03 – Amendments to Proposals

Amendments to or withdrawals of Proposals will only be allowed if acceptable requests are received prior to the deadline set for receipt of Proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the CCSO's request.

2.04 – Supplemental Terms and Conditions

Proposals must comply with **Section 1.09 Right of Rejection**. However, if the CCSO fails to identify or detect supplemental terms or conditions conflicting with those contained in this RFP, or that diminish the CCSO's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void.

After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the RFP, the term or condition of the RFP will prevail;
- (b) if the CCSO's rights would be diminished as a result of application of a supplemental term or condition included in the Proposal, the supplemental term or condition will be considered null and void.

2.05 – Clarification of Proposals

In order to determine if a Proposal is reasonably susceptible for award, communications by the Purchasing Manager or the Proposal Evaluation Committee are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the Purchasing Manager or the Proposal Evaluation Committee may be adjusted as a result of a clarification under this section.

2.06 – Discussions with Proposers

The CCSO may conduct discussions with Proposers. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and Proposal. Discussions will be limited to specific sections of the RFP or Proposal identified by the Purchasing Manager. The Purchasing Manager will only hold discussions with Proposers who have submitted a Proposal deemed reasonably suitable for award. Discussions, if held, will be after initial evaluation of Proposals by the Proposal Evaluation Committee. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Purchasing Manager may set a time for best and final Proposal submissions from those Proposers with whom discussions were held. Proposals may be reevaluated after receipt of best and final Proposal submissions.

If a Proposer does not submit a best and final Proposal or a notice of withdrawal, the Proposer's immediate previous Proposal is considered the Proposer's best and final Proposal.

Proposers with a disability needing accommodation should contact the Purchasing Manager prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a Proposal must be reduced to writing by the Proposer.

2.07 – Prior Experience

Proposer must have at least three (3) years of experience in performing similar services as detailed under Section 5 of this RFP. The Proposer shall provide a list of five (5) references denoting experience and accomplishments. The list of references shall include names, titles, addresses and specific telephone numbers where parties may be reached.

2.08 – Vendor Tax ID

A valid Vendor Tax ID must be submitted to the Purchasing Section with the Proposal or within five (5) days of the CCSO's request.

2.09 – Business License and Other Required Licenses

At the time the Proposals are opened, all Proposers must be able to do business in the State of Florida and have any necessary required professional licenses required by Florida Statute. Proposers should contact the Florida Department of State, Division of

Corporations, P. O. Box 6327, Tallahassee, Florida 32314, or the Florida Department of Business and Professional Regulation, Division of Professions, 1940 North Monroe Street, Tallahassee, FL 32399-0760 for information on these licenses. Proposers must submit a copy of a valid Florida business or professional license with the Proposal as well as any licenses required to do business in Clay County.

A Proposer's failure to submit this evidence with the Proposal will cause their Proposal to be determined non-responsive.

2.10 - Evaluation of Proposals

An Evaluation Committee is made up of selected CCSO members. The evaluation will be based solely on the evaluation factors set out in Section 7 of this RFP. The Proposal ranked highest per Section 7 of this RFP shall be the Proposer to be negotiated with. A second highest ranking Proposer may also be selected as a "back-up" to the highest Proposer should they be unavailable at time of work assignment.

After receipt of Proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended Proposals. Evaluations may be adjusted as a result of receiving new or amended Proposals.

2.11 – Formula Used to Convert Cost to Points

The distribution of points based on cost will be determined as shown in the example below. The lowest cost Proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other Proposals will be determined through the method set out below. In the generic example below, cost is weighted as 80% of the overall total score. **The weighting of cost may be different in your particular RFP.**

Formula Used to Convert Cost to Points

STEP 1. List all Proposal prices, adjusted where appropriate by the application of all applicable preferences.

Proposer #1 – \$40,000

Proposer #2 – \$42,750

Proposer #3 – \$47,500

STEP 2. Convert cost to points using this formula.

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Applicable Proposer Price}) = \text{POINTS}$$

The RFP allotted 80% (80 points), of the total 100 points, for cost.

Proposer #1 receives 80 points.

The lowest cost Proposal, in this case \$40,000, receives the maximum points allotted to cost, 80 points.

Proposer #2 receives 74.9 points.

$$\$40,000 \times 80 = 3,200,000 \div \$42,750 = 74.9$$

Proposer #3 receives 67.4 points.

$$\$40,000 \times 80 = 3,200,000 \div \$47,500 = 67.4$$

2.12 – Contract Negotiation

After final evaluation, the Purchasing Manager may negotiate with the Proposer of the highest-ranked Proposal. Negotiations, if held, shall be within the scope of the Request for Proposals and limited to those items that would not have an effect on the ranking of Proposals. If the highest ranked Proposer fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the CCSO may terminate negotiations and negotiate with the Proposer of the next highest-ranked Proposal. If contract negotiations are commenced, they will be held in a conference room located in the CCSO Administrative Offices in Green Cove Springs, Florida.

The Proposer will be responsible for their travel and per diem expenses.

2.13 – Failure to Negotiate

The CCSO may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest ranked Proposer if the selected Proposer

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates they cannot perform the contract within the budgeted funds available for the project;
- the Proposer and the CCSO, after a good faith effort, simply cannot come to terms.

2.14 – Notice of Intent to Award (NIA) — Proposer Notification of Selection

The Purchasing Manager will issue a written Notice of Intent to Award (NIA) and send copies to all Proposers which identifies the highest ranked Proposer. The NIA will set out the names of all Proposers and identify the Proposal selected.

2.15 – Protest

Any actual or prospective Proposer who has a substantial interest in and is aggrieved in connection with the Solicitation, the RFP, the Notice of Intent to Award, the award or proposed award of a contract, or the failure to award a contract may submit a protest in accordance with this Section.

Any protest concerning the bid specifications or requirements must be made within seventy-two (72) hours from the time the facts become known and, in any case, at least twenty-four (24) hours prior to the bid opening. Such protest must be made in writing to the person identified under General Condition 2 of this RFP and materially comply with Section 2.15.1 (a) – (e) of this RFP. Failure to timely protest bid specifications or requirements is a waiver of the ability to protest the specifications or requirements.

A Protester must have submitted a Proposal in order to have sufficient standing to protest the proposed award of a contract. The Protestor must file a Notice of Intent to Protest with the person identified under General Condition 2 within three (3) business days from the time the facts become known and, in any case, at least three (3) business days after the Notice of Intent to Award is provided to all proposers. Thereafter, a Formal Written Protest shall be filed with the person identified under General Condition 2 of this RFP as detailed under Section 2.15.1.

2.15.1 – Formal Written Protest

The Formal Written Protest shall be submitted in writing to the person identified under General Condition 2 of this RFP within seven (7) calendar days after the submittal of a Notice of Intent to Protest. The seven (7) day period includes official holidays, Saturdays, and Sundays. If the seventh (7th) day should fall on an official holiday, Saturday or Sunday, then the period shall extend until the end of the next regular work day.

The Formal Written Protest must include:

- (a) the name, address, and telephone number of the protester;
- (b) the signature of the protester or the protester's representative;
- (c) identification of the contracting department and the Solicitation or contract at issue;
- (d) a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (e) the form of relief requested.
- (f) a bid protest bond made payable to the Sheriff of Clay County in an amount equal to one percent (1%) of the CCSO's estimate of the total contract or \$10,000 whichever is less. In lieu of a bond, the CCSO may accept a cashier's check or money order in the amount of the bond.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Faxed copies containing a signature are acceptable.

Any actual or prospective Proposer who has a substantial interest in and is aggrieved in connection with the Solicitation or proposed award of a contract which is in excess of the award authority of the Purchasing Manager may protest to the CCSO Executive Financial Officer. Protests arising from the decisions and votes of Selection/Negotiation Committees shall be limited to protests based upon alleged deviation(s) from Section 7.

2.15.2 – Protest Resolution

The CCSO Executive Financial Officer shall have the authority to settle and resolve a protest of an aggrieved Proposer, actual or prospective, concerning the solicitation or award of a contract.

If the protest is not resolved by mutual agreement, the CCSO Executive Financial Officer shall promptly issue a decision in writing, after consulting with the CCSO General Counsel. The decision shall state the reasons for the action taken and inform the protestant of his right to administrative review.

A copy of this decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

In the event of a timely protest under this section, the CCSO shall not proceed further with the solicitation or with the award of this contract until a written determination is made by the Executive Financial Officer and approved by the CCSO General Counsel or a written determination is made that the award of the contract must be made without delay in order to protect the substantial interest of the CCSO.

2.15.3 – Timely Submittal of a Protest

Protests, to include the Notice of Intent to Protest and the Formal Written Protest, not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the Formal Written Protest required under this section shall be deemed waived.

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SECTION THREE STANDARD CONTRACT INFORMATION

3.01 – Contract Type

The contract will be based on a fee schedule for authorized services or deliverables.

3.02 – Contract Approval

This RFP does not, by itself, obligate the CCSO. The CCSO's obligation will commence when a contract is approved by the Sheriff of Clay County, or their designee. Upon written notice to the contractor, the CCSO may set a different starting date for the contract. The CCSO will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the CCSO.

3.03 – Standard Contract Provisions

The contractor will be required to sign a contract and comply with the contract provisions established as a result of this proposal. No alteration of these provisions will be permitted without prior written approval from the CCSO General Counsel. Objections to any of the provisions in Appendix A or this RFP must be set out in the Proposer's Proposal.

3.04 – Proposal as a Part of the Contract

Part or all of this RFP and the successful Proposal may be incorporated into the contract.

3.05 – Additional Terms and Conditions

The CCSO reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations.

3.06 – Insurance Requirements

The Contractor shall maintain in effect during the time period of the contract, "Adequate Insurance Coverages" as required by federal, state and local laws, regulations and ordinances as further detailed under Attachment A of this RFP. Such coverage shall be provided by companies approved by the CCSO. Contractor shall not commence or continue work under the contract until evidence of "Adequate Coverage" has been provided to and approved by the Purchasing Manager. In addition, in the event that Contractor does commence or continue work during any period where "Adequate Insurance Coverage" is not in force, charges assessed to the CCSO for uninsured independent Contractors will be back charged to the Contractor.

Should any of the required policies be canceled or undergo material change before the expiration date, the issuing insurance company will mail sixty (60) days written notice to: CCSO General Counsel, Clay County Sheriff's Office, 901 North Orange Avenue, Green Cove Springs, FL 32043.

3.07 – Indemnity

The Contractor covenants and agrees to indemnify and hold harmless the CCSO, and to defend it from all cost, expenses, damages, attorney's fees, injury or loss, to which the CCSO may be subjected by any person, company, corporation or organization by reason of any wrong doing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, the Contractor's employees, the Contractor's agent or assigns, or sub-contractors.

3.08 – Contract Funding

Approval or continuation of a contract resulting from this is contingent upon funding appropriations from the Clay County Board of County Commissioners.

3.09 – Proposed Payment Procedures

The CCSO will make payments based on a negotiated payment schedule.

3.10 – Contract Payment

No payment will be made until the contract is approved by the Sheriff or Undersheriff. Under no conditions will the CCSO be liable for the payment of any interest charges associated with the cost of the contract.

The CCSO is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

In order to be considered a proper invoice, it must be based on a proper delivery of services to and acceptance by the CCSO; the vendor, contractor or other party who is supplying the services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements, that those requirements have been complied with.

All payments made under the contract will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than forty-five (45) days from receipt of proper invoice. All payments shall be made via Automated Clearing House (ACH) process.

Dispute Resolution

In the event a dispute occurs between a contractor, vendor or other invoicing party and the CCSO concerning payment of an invoice, the CCSO Executive Financial Officer and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide

to the CCSO such material and information as the CCSO may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature.

This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the CCSO. Any decision by the CCSO Executive Financial Officer shall constitute the final decision of the CCSO regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

3.11 – Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the CCSO. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

3.12 – Change in Company Ownership

Any change in ownership of the contractor's company must be approved, in advance and in writing by the CCSO. Changes of this nature not approved by CCSO may be grounds for the CCSO to terminate the contract.

3.13 – Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the CCSO. The CCSO may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the CCSO determine that corrections or modifications are necessary in order to accomplish its intent the CCSO may direct the contractor to make such changes. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the CCSO to terminate the contract. In this event, the CCSO may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.14 – Contract Termination

The Clay County Sheriff's Office may terminate the contract at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in this document.

- (a) The Clay County Sheriff's Office shall provide the Contractor with thirty (30) days written notice of conditions endangering performance. (A lesser number of days may be specified and enforced if required by an outside agency.) If, after such notice the

Contractor fails to remedy the condition contained in the notice, the Clay County Sheriff's Office shall issue an immediate stop work order.

- (b) Should the above condition occur, the Clay County Sheriff's Office shall only be obligated to reimburse the Contractor for services rendered prior to the date of termination, less any non-performance liquidated damages.
- (c) Notwithstanding any other provision, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming through failure of the Clay County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided; the Clay County Sheriff's Office has the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.
- (d) With the mutual agreement of the Clay County Sheriff's Office and the Contractor upon receipt and acceptance of not less than sixty (60) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party. This clause does not restrict the CCSO's termination rights under the contract provisions.

3.15 – Contract Changes - Unanticipated Amendments

During the course of the contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the CCSO will provide the Contractor a written description of the additional work and request the Contractor to submit a company time schedule for accomplishing the additional work and a company price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The contractor will not commence additional work until the CCSO has secured any required CCSO approvals necessary for the amendment and issued a written contract amendment, approved by the Sheriff, the Undersheriff, or the CCSO Executive Financial Officer.

3.16 – Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

**SECTION FOUR
BACKGROUND INFORMATION**

4.01 – CCSO Background Information

Clay County encompasses a 601 square mile suburban/rural county in Northeast Florida and contains the communities of Orange Park, Middleburg, Green Cove Springs, Fleming Island, Penney Farms, Clay Hill, Oakleaf Plantation, and Keystone Heights. It is bordered to the north by Jacksonville and is part of the Jacksonville MSA which has a major influence on the county. Clay County has a council-manager form of government.

The Clay County Sheriff is one of five constitutional officers in Clay County. The others are Clerk of Court, Property Appraiser, Tax Collector, and Supervisor of Elections.

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SECTION FIVE SCOPE OF WORK

5.01 – Project Background

The Clay County Sheriff's Office is requesting proposals from qualified vendors to perform pre-employment physicals, tuberculosis screenings, drug screenings, fitness-for-duty examinations and post-injury medical care for employees. The primary goal for requesting these services is to provide quality health service evaluations in an efficient and effective manner at a reasonable cost to the CCSO.

5.02 – General Requirements

The vendor must be a registered Florida laboratory, certified by the United States Department of Health and Human Services, licensed by the Agency for Health Care Administration, who is capable and able to comply with all national and state control guidelines.

The vendor will provide all equipment, processing, interpretation, supplies, maintenance, and personnel necessary to perform and report required services.

The awarded vendor shall be responsible for providing pre-employment health screening services, drug test and fitness-for-duty evaluations.

The selected vendor shall provide services for employees in strict accordance with state and federal guidelines. All records will be kept confidential at the vendor's office. Negative and positive drug tests will be retained according to State and Federal guidelines.

All services shall be performed by qualified medical professionals.

5.03 – Pre-employment & Fitness-for-duty Examinations

5.03.1 – Pre-employment Examinations

The successful vendor shall provide post-employment offer/pre-employment physicals to employees and/or candidates for employment, and provide the results of the physical to the CCSO to determine a candidate's ability to safely perform the essential functions of the job. A description of the position will be provided to indicate the physical requirements and working conditions of that position for the purposes of the examination.

At a minimum the post-employment offer/pre-employment physical and fitness-for-duty physical shall encompass:

- Physical examination (including vitals, dipstick urinalysis, height, weight, blood pressure, etc.)
- Hepatitis B & C Screenings
- Tuberculin Skin Test.
- Drug screen (following the federal guidelines for substance abuse testing and collections.
- Hearing/vision testing
- A review and consideration of the essential functions of the job the candidate is under consideration for, which shall include associated working conditions and physical requirements.
- Complete and deliver the appropriate Criminal Justice Standards and Training Commission (CJSTC) approved forms to the CCSO certifying that the candidate has been medically evaluated for fitness for employment, and whether the candidate can perform the essential functions of the job.
- Only if deemed medically necessary, by the physician, shall a chest x-ray (2 views) or an electrocardiogram be administered.

Testing results must be reported to the CCSO Representative no later than 24 hours following the time the actual specimen was collected or examination was completed.

5.03.2 – Fitness-for-duty examinations

The successful vendor shall provide fitness-for-duty examinations on an as needed basis when an employee presents as “medically unable to perform their assigned duties.”

A fitness-for-duty examination shall encompass:

- Review of the employee’s job description and past medical history (records provided by employee’s healthcare providers)
- Physical examination (including vitals, urinalysis and complete blood work)
- Additional examinations/testing at the physician’s discretion to determine fitness-for-duty of employee.
- Complete and deliver necessary forms to the CCSO certifying that the employee has been medically evaluated and whether the employee can perform the essential functions of their job.

Testing results must be reported to the CCSO Representative no later than 24 hours following the time the actual specimen was collected or examination was completed.

5.04 – Types of Testing

The awarded vendor shall be available to conduct drug and other pre-employment testing for all conditionally accepted applicants. In addition, the vendor shall be available to conduct other routine testing as required by the CCSO.

Testing shall be completed at a medical facility which complies with applicable sections of Florida Statutes.

5.04.1 – Pre-Employment Testing

The awarded vendor shall be responsible for the collection of laboratory specimens needed for pre-employment testing as required by the CCSO. All collection services for CCSO employees shall be completed at a medical facility located within Clay County or the surrounding area.

5.04.2 – Reasonable Suspicion Testing & Routine Testing

The awarded vendor shall be available to receive or obtain specimens for testing within 24 hours to facilitate random and mandatory drug testing as well as reasonable suspicion testing.

The awarded vendor must be capable of screening urine samples using a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or equivalent, or more accurate scientifically accepted method approved by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration until more accurate technology becomes available in a cost-effective form, and confirming all positive samples of all illegal drugs and classes of drugs.

The awarded vendor must confirm samples screened positive, using gas chromatography – mass spectrometry or other independent scientifically rigorous method approved by the CCSO. All samples screened positive, regardless of minimum level of detection, must be confirmed and identified by chemical name. All positive samples must be verified with further testing. Laboratory test results must be maintained in a secure location by the vendor and must be available to the CCSO via a secure portal and to the person tested.

5.05 – Care of Work

The awarded vendor shall have appropriate laboratory personnel available for any eventual court testimony should the need arise.

The awarded vendor must be capable of providing chain-of-custody documentation from initial collection to final test completion.

The awarded vendor must conform to the drug testing standards that are set forth in Section 440.102 (a). Florida Statutes, and any regulations formulated thereafter.

The awarded vendor must maintain confidentiality of all analysis results and will report results only to the CCSO or its designee.

All critical values must be reported by telephone or facsimile immediately, and routine reports must be sent by facsimile or via a secure portal within twenty-four (24) hours.

5.06 – Testing Priorities

All testing must be performed and read with the following priorities:

STAT/Emergency – performed within four (4) hours of collection and results phoned as a priority after completion.

Regularly Scheduled – performed on the date collected and results by phone or facsimile the morning of the next work day, except weekend or holiday, which are reported by the end of the collection work day.

Testing results for all types of post-employment testing must be reported to the CCSO Representative no later than 24 hours following the time the actual specimen was collected. The testing results must be made available via a secure portal.

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SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 – Proposal Format and Content

The CCSO discourages overly lengthy and costly Proposals, however, in order for the CCSO to evaluate Proposals fairly and completely, Proposers must follow the format set out in this RFP and provide all information requested.

6.02 – Introduction

Proposals must include the complete name and address of Proposer's company and the name, mailing address, and telephone number of the person the CCSO should contact regarding the Proposal.

Proposals must confirm that the Proposer will comply with all provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. Proof of such binding authority shall be furnished as part of the Proposal. A Proposer's failure to include these items in the Proposal may cause the Proposal to be determined to be non-responsive and the Proposal may be rejected.

6.03 – Methodology & Management Plan for the Project

Proposers must provide comprehensive narrative statements that set out the methodology and management plan they intend to employ and illustrate how they serve to accomplish the work as listed in Section 5 of this RFP and meet the CCSO's project deadline.

6.04 – Experience and Qualifications

Proposals must include the length of time bidder has been in the business of providing similar services to those requested in this RFP; current and recent history of past performance by the Respondent of a similar nature to the performance offered in response to the RFP to include the number of existing clients and the number of retained clients for the past three (3) years; any evidence submitted (letters of reference) or readily attainable regarding the quality of past performance and the reliability of responsiveness of the Respondent; the apparent capabilities of the Respondent to perform well in the execution of its obligations under a contract with the CCSO as evidenced by its leadership and management personnel, size of organization, length of time in business, past performance, and other current contractual obligations defining the Respondents capability to undertake and successfully fulfill the obligations proposed to be undertaken by its submission of a proposal in response to this RFP.

6.05 – Cost Proposal

Proposers are to submit the Cost/Fee Schedule form located in the attached forms section at the end of this document. Proposers are also requested to list any additional cost not specifically addressed in the Cost/Fee Schedule form.

6.06 – Evaluation Criteria

All Proposals will be reviewed to determine if they are responsive. It is determined that in the best interest of The Clay County Sheriff's Office when awarding the bid for service(s) for this RFP, the awarded Contractor must have a proven record in the specified fields of service. This being the case, the lowest cost Proposer will not necessarily be awarded the bid. Consideration will be given to reputation, experience, and ability to comply with time constraints of this RFP, consistent with the evaluation criteria set out in Section 7.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the Proposer.

A Proposal shall be evaluated to determine whether the Proposer responds to the provisions, including goals and financial incentives, established in the Request for Proposals, in order to prevent discrimination in the CCSO contracting, without regard to race, creed, color, sex, religion, age, national origin, disability, marital status, citizenship status or any other category protected by federal, state or local statute or code.

6.06.1 - Technical Qualifications:

The CCSO will evaluate the Contractor's ability based on experience, equipment and qualifications of key staff members and the Contractor's record with regard to this type of work, particularly in Clay County and in Florida.

6.06.2 - Written Proposal Evaluation:

The CCSO will evaluate the Contractor's understanding of proposed services to be undertaken as addressed in the RFP; assess how effectively the requirements for services will be addressed and assess the capabilities of the Contractor to match the scope and requirements of the RFP.

6.06.3 - Other Factors:

Other factors to be considered, but not limited to, are:

- (a) The ability, capacity and skill of the Proposer to perform the contract;
- (b) Whether the Proposer can perform the contract within the time specified, without delay or interference;
- (c) The character and integrity, reputation, judgment, experience and efficiency of the Proposer;
- (d) The quality of performance of previous contracts by the Proposer;
- (e) Compliance by the Proposer with requirements of the Request for Proposal;
- (f) Previous and existing compliance by the Proposer with laws and ordinances relating to the contract;
- (g) The solvency of the financial resources of the Proposer to perform the contract or to provide the service;
- (h) The quality, availability and adaptability of the Proposer services to the particular use required;
- (i) The ability of the Proposer to provide future service;
- (j) The number and scope of conditions attached to the bid or proposal by the Proposer.

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**SECTION SEVEN
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

7.01 – Methodology and Management Plan for the Project (15%)

In evaluating this criterion, the Evaluation Committee will look at vendor's methodology for implementing the project as well as the management plan needed to ensure methodology is adhered to by those members identified within the staffing plan. Generally, proposals will be evaluated against the questions set out below:

- (a) Does the methodology match and achieve the objectives set out in the RFP?
- (b) How well has the Proposer identified pertinent issues and potential problems related to the project?
- (c) How well does the management plan support all of the project requirements and logically lead to the deliverables/tasks required in the RFP?
- (d) Is the organization of the project team clear?
- (e) How well is accountability, lines of authority, and communication completely and clearly defined?
- (f) Has the Proposer gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- (g) How many service locations are located within the County and the surrounding area which could be used under a potential agreement?
- (h) Is the Proposal practical, feasible and within acceptable rates?

7.02 – Experience and Qualifications (25%)

Proposals will be evaluated against the questions/criteria set out below:

Questions regarding personnel:

- (a) Do the individuals assigned to the project have experience providing the requested services to agencies similar in size to the Clay County Sheriff's Office?
- (b) How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the company:

- (c) How long has the company, provided services similar to those requested in this RFP?
- (d) How successful is the general history of the company regarding timely and successful completion of projects and service contracts?

7.03 – Contract Cost (60%)

The lowest cost Proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other Proposals will be determined through the method set out in Section 2.11.

The Contract Cost score will be based on the vendor's proposed cost for CCSO employee physicals or laboratory fees.

APPENDIX A: FORMS

1. W-9 Form, First Page
2. Form 2 - RFP Authorized Signature
3. Proposal Submittal Form
4. Qualifications Statement Form
5. Non-Collusive Affidavit
6. Public Entity Crimes Statement Form
7. Drug Free Workplace Form
8. Indemnification/Hold Harmless Form
9. Insurance Requirements
10. Reference List Form
11. Cost/Fee Schedule

Form W-9
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Exempt payee

Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See specific instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such businesses. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

FORM 2

REQUEST FOR PROPOSAL AUTHORIZED SIGNATURE

The undersigned person, by the undersigned's authorized signature affixed hereon, warrants that:

1. The undersigned is an authorized representative of the Contractor's company and the enclosed Proposal is submitted on behalf of the Contractor's company.
2. The undersigned has carefully reviewed all the materials and data provided on the Contractor's Proposal on behalf of the company, and, after specific inquiry, believes all the material and data to be true and correct.
3. The Proposal offered by the Contractor's company is in full compliance with the Request for Proposal requirements set forth in this Request for Proposal.
4. The Contractor's company authorizes the CCSO, its staff or consultants to contact any of the references provided in the Proposal and specifically authorizes such references to release either orally, or in writing, any appropriate data with respect to the Contractor's company offering this Proposal.
5. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions as set forth in this Request for Proposal.
6. If this Proposal is accepted, contracts will be issued as negotiated in a format acceptable to the CCSO in form and content.
7. Each Proposal submitted by the Proposer shall contain this form with the **original** signature of authorized representative.

Name of Company

Signature of Authorized Representative

Type or Printed Name of Authorized Representative

_____ Title _____ Date

PROPOSAL SUBMITTAL FORM

Company Name

Telephone

Home Office Address

City, State & Zip

Address: Office Servicing Clay County, other than above

Name/Title of CCSO Representative

Telephone

Fax Number

Email Address

The undersigned attests to his/her authority to submit this Proposal and to bind the Contractor herein named to perform as per contract, if the Contractor is awarded a Contract by the CCSO.

The undersigned further certifies that he/she has read the Request for Qualifications, Terms and Conditions, Insurance Requirements and all other documentation relating to this request and this Proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Signature

Date

Proposal Submittal Form - THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

QUALIFICATIONS STATEMENT FORM

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: Clay County Sheriff's Office
Purchasing Manager
901 North Orange Avenue
Green Cove Springs, FL 32043

CHECK ONE:
 Corporation
 Partnership
 Individual
 Joint Venture
 Other

SUBMITTED BY:
NAME: _____
ADDRESS: _____
PRINCIPLE OFFICE: _____

State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

If the Proposer is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's Name: _____

d. Vice President's Name: _____

e. Secretary's Name: _____

f. Treasurer's Name: _____

a. Name and address of Resident Agent: _____

If Proposer is an individual or partnership, answer the following:

a. Date of Organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

If Proposer is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

How many years has your organization been in business under its present business name? _____

Under what other former names has your organization operated?

ACKNOWLEDGEMENT

State of Florida
County of _____

On this the _____ day of _____, 20__, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of individual(s) who appeared before notary whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print, stamp, or type as commissioned)

Personally known to me, or Produced Identification: _____ DID take an oath, or DID NOT take an oath
Qualifications Statement Form - THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, company, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Proposer, company, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Witnessed in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of Florida

County of _____

On this the _____ day of _____, 20__, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print, stamp, or type as commissioned)

__Personally known to me, or __Produced Identification: _____ DID take an oath, or DID NOT take an oath.

PUBLIC ENTITY CRIMES STATEMENT FORM

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Sub-Contractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

I, _____, being an authorized representative of the
company of

_____, located at City: _____

State: _____ Zip: _____, have read and understand the contents of the
Public Entity Crime Information and of this formal RFP package, hereby submit our Proposal
accordingly.

Signature: _____

Date: _____

Phone: _____

Fax: _____

Federal ID#: _____

DRUG FREE WORKPLACE FORM

Preference shall be given to business with drug-free workplace programs. Whenever two or more Proposals, which are equal with qualifications and service, are received by the CCSO for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, your company shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under an RFP, a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this company complies fully with the above requirements.

Concur _____ Variance _____

Date Contractor's Signature

INDEMNIFICATION/HOLD HARMLESS FORM

The elected company shall (if required by CCSO) defend, indemnify and hold the CCSO, the CCSO's representatives or agents, and the officers, directors, agents, employees, and assign of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected company, its Sub-contractors and their officers, directors, agents or employees; any failure of the elected company to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected company's representations as set forth in the Proposal or any other failure of the elected company to comply with the obligations on its part to be performed under this contract.

Concur _____ Variance _____

I, _____, being an authorized representative of the company of

_____ located at City _____

_____, State _____, Zip Code _____

Phone: _____ Fax: _____.

Having read and understood the contents above, hereby submit accordingly as of this

Date, _____, 20_____.

Please Print Name

Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature of for the contract period, whichever is longer.

Indemnification/Hold Harmless Agreement - THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

INSURANCE REQUIREMENTS

The successful Proposer, upon being awarded the contract and before commencing any work, shall provide insurance and furnish the CCSO with a Certificate of Insurance as required by federal, state, and local guidelines and meeting the following minimum type and coverages:

Commercial General Liability including Products and Completed Operations, Personal and Advertising Injury, Fire Damage, and Medical Expense:

1. Each Occurrence \$1,000,000
2. General Aggregate \$1,000,000

Commercial Automobile Liability:

1. \$1,000,000 combined bodily injury/property damage
2. Minimum limits for all additional coverages as required by Florida Law

Workers Compensation as required by Florida Statutes.

Employers Liability

1. Each Accident \$100,000
2. Disease-Policy \$500,000
3. Disease-Each Employee \$100,000

Professional Liability:

1. Each Occurrence \$1,000,000

REFERENCE LIST FORM

Proposer shall submit as a part of the proposal package, business references with name of the business, address, contact person, and telephone number that have utilized the services being proposed to the CCSO. The CCSO reserves the right to contact any of the personnel of the references provided.

Name: _____ Name: _____

Address: _____ Address: _____

Contact: _____ Contact: _____

Telephone No.: (____) _____ Telephone No.: (____) _____

Name: _____ Name: _____

Address: _____ Address: _____

Contact: _____ Contact: _____

Telephone No.: (____) _____ Telephone No.: (____) _____

Name: _____

Address: _____

Contact: _____

Telephone No.: (____) _____

COST/FEE SCHEDULE

For Evaluation Purposes, all Proposers shall complete the attached Evaluation Based – Cost/Fee Schedule. This data is provided for evaluation purposes only and in no way is intended to limit, project, or predict the intended workhours or holiday schedule throughout the life of the agreement.

For Contracting Purposes, all Proposers shall complete the following pricing information.

Cost Proposal to the Clay County Sheriff’s Office

In accordance with RFP B21-002 and subject to all conditions thereof, I, the undersigned, hereby propose to provide the requested services as affirmed below at the following rates. Further, I affirm that these rates shall include any and all costs, fees, charges or expenses associated with providing any and all labor, materials, equipment, transportation or supervision necessary to perform the requested services:

Employee Lab Orders	Price
CMP CBC	
HEP B	
XRAY	
New Hire Physical	
New Hire Non LEO Physical	
New Hire Drug Screen	
Random Drug Screen	

