

SUBMIT PROPOSALS TO: Seminole County 1301 East Second Street Sanford, Florida 32771 PURCHASING & CONTRACTS DIVISION	REQUEST FOR PROPOSALS and Proposer Acknowledgment
Contact: Tammy L. Roberts, CPPB Sr. Procurement Analyst 407-665-7115 - Phone 407-665-7956 - Fax troberts@seminolecountyfl.gov	RFP-600984-10/TLR COUNTY PHYSICIAN SERVICES
Proposal Due Date: October 13, 2010 Proposal Due Time: 2:00 PM	Location of Public Closing: Purchasing & Contracts Division 1301 East Second Street Sanford, FL 32771
Proposer Name:	Federal Employer ID Number or SS Number:
Mailing Address:	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip:	
Type of Entity: <i>(Circle one)</i> Corporation Partnership Proprietorship Joint Venture	X _____ Authorized Signature (Manual)
Incorporated in the State of:	
Telephone Number:	Typed Name:
Toll Free Telephone Number: (800)	Title:
Fax Number:	Date:

**THIS FORM MUST BE COMPLETED AND
RETURNED WITH YOUR PROPOSAL**

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant understands the proposed work requirements.

**County Physician
Scope of Services
General Provisions
PUBLIC SAFETY**

1. The County Contracted Physician should provide medical screening, evaluation and management of medical services as outlined in the Seminole County Scope of Practice appendices A through D.
2. The physician should be able to conduct follow-up testing (or refer the patient to an appropriate specialist for follow-up testing) in cases where abnormalities occur in routine physical examinations.
3. The physician should have a working knowledge of the medical requirements for Fire Fighters as contained in NFPA Standard 1582: STANDARD ON COMPREHENSIVE OCCUPATIONAL MEDICAL PROGRAM FOR FIRE DEPARTMENTS, in order to assess fitness for duty.
4. The physician shall provide consultation services to the Department of Public Safety on medical issues at the request of the Director of Public Safety as required.
5. Per Worker's Compensation directions, provide rapid consultation assessment and treatment for personnel when they have experienced a potential infection disease exposure. This would include, but not be limited to the administration of inoculations and oral medications for prevention purposes.
6. Per NFPA 1582, Physician will provide a "Fit for Duty" form to EMS Battalion Chief after each employee physical conducted.

**County Physician
Scope of Service
PUBLIC SAFETY**

**Medical Examination Plan “A”
New Employee Examination**

A physical examination for new employees hired for services in the Fire/Rescue Division. The physical shall include obtaining and retaining on file the following information per NFA 1582:

1. Appropriate personal data including comprehensive medical history.
2. Height, weight, and blood pressure.
3. 12 Lead Electrocardiogram
4. Medical advice and counseling, including feedback of testing information to the employer and employee.
5. Pulmonary function-forced vital capacity and forced expiratory volume, one second.
6. Titmus vision test – near and far vision along with an Ishihara color blindness check.
7. Urinalysis (Urine Dipstick) to check for color, clarity, leukocytes, nitrites, PH, protein, glucose, ketones, urobilinogen, bilirubin and blood.
8. TB PPD Test – If patient has not had a positive test in the past.
9. Dimension reflex blood test to test for glucose, sodium and chloride, potassium, urea nitrogen (BUN), creatinine, bun/creatine ratio, uric acid, calcium and inorganic phosphorus, alkaline phosphatase, total protein, albumin and globulin, A/G ratio, SGOT (AST)and SGPT (ALT), LDH, total bilirubin, cholesterol and triglycerides, thyroxin (T4), HDL cholesterol, LDL cholesterol, VLDL cholesterol, total cholesterol, CBC series, hepatitis titer level, hepatitis “C” screen, and MMR (Measles, Mumps, Rubella) screen.
10. Physical exam to include head, eyes with fundoscope, ears, nose, throat, neck, heart, chest, lungs, abdomen, extremities and back.
11. Assessment of the patient.
12. Stress test (Treadmill) measuring the following: Patient’s age, gender, symptom classification, patient weight, systolic blood pressure, cholesterol level, tobacco use status, glucose intolerance, resting duration, exercise duration, peak heart rate, systolic pressure (peak), pressure rate product, exertional hypertension including symptoms, minutes to onset, heart rate at onset, arrhythmia, electrocardiography, and summary of patient’s results.
13. A urine/drug screening for phencyclidine, benzodiazepines, amphetamines, opiates, cocaine, barbiturates, methaqualine-US-Qual, cannabinoin – qualitative.

Note: Urine/drug screening should comply with the U.S. Department of Human Services Mandatory Guidelines for Federal Workplace Drug Testing Program. National Institute of Drug Abuse Compliance Standards or other standards as approved by the County.

14. Pap smear (available upon request)
15. Mammogram (available upon request if over 40)
16. PSA (available upon request if over 40)
17. Audiometric screening test
18. Hepatitis “A” Screening.
19. Hepatitis “B” Screening (HEPCG).

**County Physician
Scope of Service
PUBLIC SAFETY**

Medical Examination Plan “B”
Fire Fighter Annual Examination

The Fire Fighter Annual Examination consists of the following components:

1. Entire medical examination as listed in Plan “A”, **except for** drug screen, stress electrocardiogram, and MMR (Mumps, Measles, Rubella) Screen.
2. 12 Lead electrocardiogram (resting).

Medical Examination Plan “C”

Hazardous Materials Team Physical Examination

Physical examination for members of the EMS/FIRE/RESCUE Division’s Special Hazards and operations Team in addition to the physical examination requirements listed in “Exhibit B”. A baseline will be established to determine: comprehensive metabolic panel and GGT, thyroid screen (T3, T4, T7), reticulocyte count, urinalysis, complete blood count, heavy metals screen (lead, arsenic, mercury) free erythrocyte protoporphyrin, cholinesterase serum and plasma, alanine aminotransferase (ALAT) and aspartate aminotransferase.

Medical Examination Plan “D” Optional for Employees

The following shall be offered to employee, but are optional, price separately each medical procedure:

1. Gastrointestinal screening
2. Genitourinary screening
 - Pap smear
 - Testicular exam
 - Rectal exam
3. Mammography (female employees over the age of 40)
4. HIV screening (upon employee's request)
5. Chest X-ray (upon Department's request)
6. Stress electrocardiogram with 12-lead EKG
7. PSA (male employees over the age of 40)
8. Breast examination
9. Blood alcohol/drug test upon Department's request.
10. Hepatitis B titer level testing.
11. Hepatitis C virus screening.

Section 2

General Conditions, Instructions and Information for Proposers

CONTACT: All prospective Proposers are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, County Manager, or Seminole County Staff members other than the noted contact person regarding this RFP or their proposal at any time prior to the posting on the Web Site of the final evaluation and recommended ranking by County staff for this project. Any such contact shall be cause for rejection of your proposal.

PUBLIC CLOSING: Proposals shall be received in the Purchasing and Contracts Division at the stated address by the specified time and date. As soon as possible thereafter the names of the Proposers shall be read aloud at the specified location. Persons with disabilities needing assistance to participate in the Public Closing should call the contact person at least 48 hours in advance of the Public Closing at 407-665-7116.

DELAYS: The COUNTY, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the COUNTY to do so. The COUNTY will notify Proposers of all changes in scheduled due dates by posting the notification in the Purchasing and Contracts Web Site.

PROPOSAL SUBMISSION AND WITHDRAWAL: The COUNTY will receive proposals at the above address. The outside of the envelope/container must be identified with the RFP Number and title as stated above. The envelope/container must also include the Proposer's name and return address. Receipt of the proposal in the Purchasing and Contracts Division after the time and date specified due to failure by the Proposer to provide the above information on the outside of the envelope/container shall result in the rejection of the proposal.

Proposals received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The COUNTY will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing and Contracts Division shall serve as the official authority to determine lateness of any proposal.

The COUNTY cautions Proposers to assure actual delivery of mailed or hand-delivered proposals prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling 407-665-7115, before the 2:00 deadline.

Proposers shall submit **FIVE (5) COMPLETE SETS** (one [1] original and four (4) copies) of their completed proposal with all supporting documentation in a sealed envelope/container marked as noted above. And One (1) complete electronic copy on CD in PDF format (Excel spreadsheet shall not be recorded in PDF) with the solicitation number and name of the company listed on the disk shall be submitted in addition to the hard copies. **Please avoid the use of plastic three-ring or spiral bindings, laminated covers and inserts when preparing submittals.** The Proposer may submit the proposal in person or by mail.

Proposers may withdraw their proposals by notifying the COUNTY in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the COUNTY and will not be returned to the Proposers.

No additional information may be submitted, or follow-up performed by any Proposer after the stated due date outside of a written request or formal presentation to the Evaluation Committee.

INQUIRIES/INTERPRETATIONS: All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the County Purchasing

and Contracts Division in writing prior to the due date; failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the RFP documents including the attached draft agreement, shall be requested in writing, and received by the County Purchasing and Contracts Division at least ten (10) business days prior to the due date. The County will not be responsible for any oral instructions made by any employee(s) of the COUNTY in regard to this RFP. Telephone No. 407-665-7115, Fax No. 407-665-7956. Oral statements given before the Proposal Due Date will not be binding.

ADDENDUM: Should revisions to the RFP documents become necessary; the COUNTY will post addenda information on the COUNTY's Web Site. All Proposers should check the COUNTY's Web Site or contact the COUNTY's Purchasing and Contracts Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the proposal as unresponsive. Proposer shall sign, date, and return the latest addendum with their Proposal. Previous addenda will be deemed received. Addenda information will be posted on the COUNTY's Web Site at www.seminolecountyfl.gov/purchasing. It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.

SELECTION PROCESS AND AWARD: All proposals will be evaluated by County staff in accordance with the criteria set forth in the RFP documents. The County may conduct interviews/presentations as part of the evaluation process. The County will not be liable for any costs incurred by the Proposer in connection with such presentations. The COUNTY anticipates award to the Proposer who submits the proposal judged by the COUNTY to be the most advantageous and offers the best value to the County. The Proposer(s) understands that this RFP does not constitute an agreement or a contract with the Proposer. The COUNTY reserves the right to reject all proposals, to waive any formalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety.

PROPOSAL PREPARATION COSTS: Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

ACCURACY OF PROPOSAL INFORMATION: Any Proposer which submits in its proposal to the COUNTY any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

INSURANCE: Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract. **Copy of the insurance certificate shall be furnished to the County prior to final execution of the Contract.**

LICENSES: Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of RFP. Should the Proposer not be fully licensed and certified, its proposal shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Proposer.

POSTING OF PROPOSAL AWARD: Recommendation for award will be posted for review by interested parties on the County's Web Page (www.seminolecountyfl.gov/purchasing) prior to submission through the appropriate approval process. Failure to file protest to the Purchasing Manager within the time prescribed in the COUNTY's Purchasing Code and Procedures shall constitute a waiver of proceedings.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after receiving, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

PROHIBITION AGAINST CONTINGENT FEES: It shall be unethical for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ACCEPTANCE / REJECTION: Seminole County reserves the right to accept or reject any or all proposals and to make the award to those Proposers, who in the opinion of the County will be in the best interest of and/or the most advantageous to the County. Seminole County also reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. Seminole County reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing. Seminole County reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a re-procurement.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the proposal response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

PROPOSALS TO REMAIN FIRM. All proposals shall remain firm for a minimum of one hundred twenty (120) days after the day of closing to allow for the evaluation and selection process and proper execution of the Agreement. Extensions of time beyond the one hundred twenty (120) day period may be made only by mutual agreement between Seminole County and the Selected Proposer. The successful Contractor must maintain the proposed prices firm for a minimum of one (1) year after the contract is executed. No cost increase will be authorized during the first year of the agreement.

ECONOMIC PRICE ADJUSTMENTS: Written request for price adjustments may be made every twelve (12) months. This request shall be made within thirty (30) days after each allowable renewal period. All price adjustment must be evaluated and accepted by the Purchasing and Contracts Manager, or designee, and shall be effective upon issuance of a written contract amendment. Any increased price adjustment(s) must be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. However, the maximum allowable increase shall not exceed four percent (4%).

DELIVERY: Delivery will be determined by Seminole County.

PURCHASING CODE: The Purchasing Code and Procedures apply in its entirety with respect to this RFP.

AFFIRMATION: By submission of a proposal, Proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this Request for Proposal and the resulting contract.

MISTAKES IN PROPOSAL: Proposers are expected to examine the terms and conditions, specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk. In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

DISQUALIFICATION OF PROPOSER: More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

QUANTITIES: Seminole County will not be held to any maximum or minimum purchase as a result of this solicitation and/or resulting contract. Seminole County reserves the right to purchase any; all, or none, of its requirements from Proposer awarded a contract as a result of this Request for Proposal.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

PATENTS AND COPYRIGHTS: The Proposer, without exemption, shall indemnify and save harmless, the County, its employees and/or any of its Board Members from liability of any

nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such a claim is made, or is pending, the Proposer may, at its option and expense, procure for the County the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Proposers submitting a response to this Request for Proposals agree that such response also constitutes a proposal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Proposer feel it is in their best interest to do so. Each governmental agency desiring to accept these proposals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal. This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

ADVERTISING: In submitting a proposal, Proposer agrees not to use the results there of as a part of any commercial advertising without the express written approval by the appropriate level of authority within the County.

Section 3 – Instructions for the preparation of Proposals

The Proposer(s) warrants its response to this Request for Proposal to be fully disclosed and correct. The firm must submit a proposal complying with this request for proposal, and the information, documents and material submitted in this proposal must be complete and accurate in all material aspects. All proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being addressed are readily identifiable and in the same sequence as outlined below. Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. **You need only to return required, signed documents and information pertinent to this specific project.** Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response. The proposal must be divided into four (4) sections with references to parts of this RFP done on a section number/paragraph number basis. The three (3) sections shall be named:

1. Required submittals
2. Professional Qualifications and Experience
3. Rates

1. REQUIRED SUBMITTALS:

Letter of Transmittal: The proposal letter shall be addressed to the County Purchasing and Contracts Division and shall include at a minimum the following:

- Name of Individual, Partnership, Company, or Corporation submitting proposal;
- County's Request for Proposal (RFP) number;
- Statement that all terms and conditions of the RFP are understood and acknowledged by the undersigned;
- Signature(s) or representative(s) legally authorized to bind the Proposer.

Corporate Information: If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida.

Summary of Litigation: Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in the past five (5) years which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

License Sanctions: List any regulatory or license agency sanctions within the past 5 years.

Current Workload: Provide a listing of your individual/firm current and projected workload. The Proposer shall include a graph or other informational diagram/format indicating the allocated and available man-hours. Indicate commitment of staff available for this project.

Project Understanding: The Applicant shall clearly state project objectives and anticipated deliverables. In addition, the Applicant shall indicate why they should be chosen to help the County in this endeavor.

Proposer's Certification: Complete the "Proposer's Certification Form" included in this proposal package as indicated.

Conflict of Interest Statement: Complete the "Conflict of Interest Statement" included in this proposal package as indicated.

Compliance with the Public Records Law: See form included in this package.

Taxpayer Identification Number (W-9 Form): Complete the "W-9 Form" included in this bid package as indicated.

2. QUALIFICATIONS/EXPERIENCE:

The Proposer shall include qualifications and past performance of the firm/individual(s) who will provide the services, including resumes. The submission must include:

- A. List of Proposer's personnel, by name and title, contemplated to perform the services described herein. Include statement of credentials, education, experience, current certifications and all pertinent information to demonstrate capabilities.
- B. Describe the company's background including length of time in business (minimum the (3) years.
- C. List three (3) references for which your company provided similar services as requested in this RFP, including governmental agencies, dates of contracts, names and addresses of clients/owners, and contact person. List the address, telephone number, fax numbers and/or e-mail addresses.

3. PRICE PROPOSAL

Using the attached forms, *Price Proposal*, the Proposer shall present the financial proposal for providing the defined Scope of Services. Price Proposals not submitted on the Attached Form shall render the Proposal non-responsive. The prices offered are for firm, fixed price proposals.

Section 4 – Evaluation of Proposals

4.1 EVALUATION METHOD

The COUNTY will appoint a committee consisting of members of its staff to evaluate proposals and to recommend, to the proper level of authority, the Proposer which meets the best interests of the COUNTY. The COUNTY shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The COUNTY's decisions will be final. Award will be made to the proposal which presents the best value to the COUNTY based on the entire evaluation process and all the information gathered.

4.2 EVALUATION CRITERIA

The following criteria will be used in the evaluation of the proposals:

Qualifications/Experience

- Qualifications, education and certifications
- Performance on prior contracts with similar scope
- References

Price Proposal

- Total price reasonableness

The County reserves the right to evaluate, prior to making an award, current financial statements and data from the Proposers, the ability to comply with required schedule, past record of integrity and past record of performance.

ASSESSMENT:

The team will evaluate each proposal against the requirements of the solicitation. Results of the assessment will be portrayed as follows:

Highly Acceptable:	Proposal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features benefit the County.
Acceptable:	Proposal meets the County requirements. Any weakness is minor.
Marginal:	Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.
Unsatisfactory:	Proposal does not comply substantially with the requirements.

The submittals will be evaluated on:

Strengths:	Those areas in which the proposal exceeds the County's requirements.
Weaknesses:	Those areas where the proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.
Deficiencies:	Those areas where the proposal fails to meet the County's requirements.

**Section 5
Price Proposal**

PROJECT: **COUNTY PHYSICIAN SERVICES**

COUNTY CONTRACT NO. **RFP-600984-10/TLR**

Name of Proposer: _____

Address: _____

City/State/Zip: _____

Phone Number: (_____) _____ FAX Number: (_____) _____

E-Mail Address: _____

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. _____ through _____, on file at the Purchasing Division for the amount hereinafter set forth. The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this _____ day of _____, 20____.

(Name of PROPOSER)

(Signature of person signing FORM)

(Printed name of person signing FORM)

(Title of person signing FORM)

RFP-600984-10/TLR FIRE SERVICE SCHEDULE OF FEES, SERVICES & OTHER PROVISIONS

	SERVICES TO BE RENDERED	BASIS OF CHARGE	ESTIMATED QUANTITIES	RATE	QUANTITY X RATE
1	Plan "A"	Flat rate per physical	20		
2	Plan "B"	Flat rate per physical	315		
3	Plan "C"	Flat rate per physical	60		
	Plan "D" (price separately each medical procedure below)	Total of all procedures	360		
4	Gastrointestinal Screening	Rate per procedure			
	Genitourinary Screening (pap smear, testicular examination, rectal examination)	Total (Pap smear, Testicular examination, Rectal examination)			
5	Pap smear	Rate per procedure			
6	Testicular examination	Rate per procedure			
7	Rectal examination	Rate per procedure			
8	Mammography (females employees over 40 years of age)	Rate per procedure			
9	HIV screening (upon employee request)	Rate per procedure			
10	Chest X-ray (upon Department request)	Rate per procedure			
11	Stress electrocardiogram with 12-lead EKG	Rate per procedure			
12	PSA (male employees over 40 years of age)	Rate per procedure			
13	Breast examination	Rate per procedure			
14	Blood alcohol/drug test upon Department request	Rate per procedure			
15	Hepatitis "B" titer level testing	Rate per procedure			
16	Hepatitis "C" virus screening	Rate per procedure			

NOTES: All invoices should indicate cost center to be charged. Original invoice should be sent to: Director of County Finance, Seminole County Board of County Commissioners, P.O. Box 8080, Sanford, FL 32772-0896 **and duplicate copy to:** Director of Public Safety, 150 Bush Blvd, Sanford, FL 32773. Consultation Services shall not exceed 40 hour per fiscal year.

Firm: _____

**RFP-600984-10/TLR
HUMAN RESOURCES
SCHEDULE OF FEES, SERVICES & OTHER PROVISIONS**

	SERVICES TO BE RENDERED	BASIS OF CHARGE	ESTIMATED QUANTITIES	RATE	RATE x QUANTITY
1	10 Panel Urinalysis Drug Test	Flat rate per physical	200	\$	
2	Fitness For Duty	Flat rate per physical	20	\$	
3	Pulmonary Respiratory Examination	Flat rate per physical	15	\$	

NOTES: All invoices should indicate cost center to be charged. Original invoice should be sent to: Director of County Finance, Seminole County Board of County Commissioners, P.O. Box 8080, Sanford, FL 32772-0896 **and duplicate copy to:** Human Resources Director, 1101 East 1st Street, Sanford, FL 32771

Firm: _____

Date: _____

Signature: _____

RFP-600984-10/TLR
EXPOSURE INCIDENTS
SCHEDULE OF FEES, SERVICES & OTHER PROVISIONS

	SERVICES TO BE RENDERED	BASIS OF CHARGE	ESTIMATED QUANTITIES	RATE	QUANTITY x RATE
1	Review of Exposure Forms (attached) to determine if testing is required	Flat rate	20	\$	
2	Testing required for AIDS. Testing required within 48 hours of exposure, 6 weeks, 12 weeks, 6 months & 1 year	Office Visit Lab Fee Total Flat Rate	61	\$ \$ \$	
3	Testing for Hepatitis A, B, and C: Testing required within 48 hours of exposure, 6 weeks, 12 weeks, 6 months & 1 year	Office Visit Lab Fee Total Flat Rate	61	\$ \$ \$	
4	Testing for Tuberculosis Recommended baseline PPD, then repeated at 2 months and 6 months X-ray	Office Visit TB Tine Total Flat Rate Total Flat Rate	1	\$ \$ \$ \$	
5	Any other infectious exposures, if necessary	Office Visit Total Flat Rate	1	\$ \$	

NOTES: Original invoice should be sent to: Director of County Finance, Seminole County Board of County Commissioners, P.O. Box 8080, Sanford, FL 32772-0896 **and duplicate copy to** Central Services/Risk Management, 1101 East First Street, Sanford, Florida

Attachment A
PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices, rates or discounts quoted in my proposal. I agree that my proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award.

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

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

Name of Business

By:

Signature

Name & Title, Typed or Printed

Mailing Address

City, State, Zip Code

()

Telephone Number

Sworn to and subscribed before me

This _____ day of

20

Signature of Notary

Notary Public, State of _____

Personally Known

-OR-

Produced Identification _____

Type: _____

STATE OF FLORIDA)
) ss
COUNTY OF _____)

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

Name of Affiant _____ Typed _____
Title _____

(Printed typed or stamped
commissioned name of notary public)

Attachment C
Compliance with the Public Records Law

Upon award recommendation or ten (10) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

Project Number: RFP-600984-10/TLR

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that

_____ does:

(Name of Business)

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 actions 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 available drug counseling, rehabilitation, and employee assistance 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 proposed 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 proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law 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 any 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 firm complies fully with the above requirements.

Proposer's Signature

Firm

Date

Attachment D
Request for Taxpayer Identification Number and Certification
(W-9 Form)

**COUNTY FINANCE
NEW VENDOR REQUISITION FORM**

DATE: _____

VENDOR # _____

VENDOR NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

FAX NUMBER: _____

TAX ID NUMBER: _____

COMPANY
(Select one of the following)

- ☐ Consultant
- ☐ Rental
- ☐ Commodities Only
- ☐ Commodities/Services
- ☐ Non-Profit
- ☐ Water & Sewer Refund

COMMENTS: _____

REQUESTED BY: _____ ENTERED BY: _____

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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								
			+			+		
or								
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. person (including a U.S. resident alien).

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 ▶

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.

U.S. person. 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.

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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9.** A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10.** A real estate investment trust;
- 11.** An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12.** A common trust fund operated by a bank under section 584(a);
- 13.** A financial institution;
- 14.** A middleman known in the investment community as a nominee or custodian; or
- 15.** A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15**.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN **or** that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in **1** through **5** below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item **2** in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item **2** of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



Attachment E

**Draft Agreement
For Your Review**

**DO NOT RETURN WITH YOUR
PROPOSAL**

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**COUNTY PHYSICIAN SERVICES AGREEMENT
(RFP-600984-10/TLR)**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and _____, whose address is _____, hereinafter referred to as "COUNTY PHYSICIAN".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to obtain the services of the COUNTY PHYSICIAN to provide specific health care services for Seminole County employees,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

SECTION 1. SERVICES.

(a) The COUNTY PHYSICIAN shall conduct pre-employment physicals for prospective firefighters, annual physical examinations of persons employed as firefighters, and physicals for other new-hire COUNTY employees. The physicals shall consist of testing as indicated on Exhibit "A", Scope of Services, attached hereto. The schedule for firefighters will be determined by the Department of Public Safety based on the age of the employee. For all physicals, the COUNTY PHYSICIAN shall submit a written report of findings by certified mail to the employees mailing address. Additionally, the EMS/Fire/Rescue Division shall receive a fit for duty confirmation letter.

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(b) The COUNTY PHYSICIAN shall conduct pre-employment physicals and re-examinations for COUNTY employees other than firefighters, as referred by the COUNTY, to determine initial or continued ability to meet necessary physical standards. Scope of examination shall be as required to establish physical fitness standards prescribed by the COUNTY department referring employees for examination. The COUNTY PHYSICIAN shall submit a written report of findings.

(c) The COUNTY PHYSICIAN shall examine and provide written diagnosis of illness for COUNTY employees authorized for referral by the Human Resources Department. The COUNTY PHYSICIAN shall determine employees' ability to complete assigned work and report results to the COUNTY.

(d) The COUNTY PHYSICIAN shall provide consultation services to the Departments of Public Safety and Human Resources on medical issues and related other issues at the request of the Directors of Public Safety and Human Resources, as required.

(e) All work to be performed pursuant to this Agreement shall be performed by the COUNTY PHYSICIAN. With the consent of the COUNTY, the COUNTY PHYSICIAN may designate appropriate professionals to perform services during periods of authorized absence of the COUNTY PHYSICIAN. The COUNTY PHYSICIAN shall provide the COUNTY with the qualifications of all persons designated to perform services pursuant to this Agreement.

SECTION 2. TERM. The term of this Agreement shall be for a period of three (3) years from the date of execution by COUNTY, unless earlier terminated as provided herein. At the option of the parties,

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this Agreement may be extended for two (2) additional one (1) year terms.

SECTION 3. MONTHLY STATEMENT OF SERVICES. The COUNTY PHYSICIAN shall submit an itemized monthly statement of services rendered, including the name of patients served, to the COUNTY in accordance with the procedures and the fee schedules set forth in Exhibits "A" and "B" hereto. Also to be included with the name of each patient is a list of laboratory charges from office visits.

SECTION 4. COMPENSATION. The COUNTY shall pay the COUNTY PHYSICIAN for all above-mentioned services provided by the COUNTY PHYSICIAN pursuant to the maximums payable for each class of service as shown on Exhibits "A" and "B".

SECTION 5. TEMPORARY REPLACEMENT SERVICES. The COUNTY PHYSICIAN shall arrange for his temporary replacement at no additional cost to the COUNTY in the event he is unable to provide any or all of the foregoing services.

SECTION 6. INDEMNIFICATION.

(a) The COUNTY PHYSICIAN shall indemnify and hold the COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with the services provided for in this Agreement. This Agreement by COUNTY PHYSICIAN to indemnify and hold the COUNTY harmless shall include all charges, expenses and costs, including attorneys' fees, incurred by the COUNTY on account of or by reason of such injuries, damages,

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liability, claims, suits or losses and on damages growing out of same.

(b) The COUNTY agrees, within the limits of Section 768.28, Florida Statutes, to indemnify and hold harmless the COUNTY PHYSICIAN from any and all damages which the COUNTY PHYSICIAN may sustain, in any manner, through the misconduct or negligence of the COUNTY or its employees in the performance of its obligations under this Agreement.

SECTION 7. INSURANCE. The COUNTY PHYSICIAN will provide and pay for individual professional liability insurance in the amount of at least ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) per claim.

~~**SECTION 8. TERMINATION.** This Agreement may be terminated by either party for cause or by the COUNTY for convenience upon thirty (30) days written notice. In the event the COUNTY terminates for convenience, the COUNTY PHYSICIAN shall be compensated for services performed to termination date.~~

SECTION 9. EMPLOYEE STATUS.

(a) Under no circumstances shall any COUNTY employee be considered to be an employee of the COUNTY PHYSICIAN.

(b) It is agreed by the parties that, at all times and for all purposes within the Scope of this Agreement, the relationship of COUNTY PHYSICIAN to the COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the COUNTY PHYSICIAN an employee of the COUNTY, and the COUNTY PHYSICIAN shall be entitled to none of the rights, privileges or benefits of Seminole County employees.

SECTION 10. BILLING AND PAYMENT.

(a) COUNTY PHYSICIAN shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing the services rendered, the cost of the services, the name and address of the COUNTY PHYSICIAN, contract number and all other information required, if any, by this Agreement. The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772-8080

A duplicate copy of the invoice shall be sent to:

Director of Public Safety
150 Bush Boulevard
Sanford, Florida 32773

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of COUNTY PHYSICIAN's invoice.

SECTION 11. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

SECTION 12. SUBCONTRACTORS. COUNTY PHYSICIAN shall not enter into subcontracts for any of the services to be performed hereunder by him without the prior written consent of the COUNTY.

SECTION 13. INDEPENDENT CONTRACTOR. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of COUNTY PHYSICIAN to the COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find the

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COUNTY PHYSICIAN an employee of the COUNTY, and the COUNTY PHYSICIAN shall be entitled to none of the rights, privileges or benefits of Seminole County employees.

SECTION 14. SERVICES NOT PROVIDED FOR. No claim for services furnished by the COUNTY PHYSICIAN not specifically provided for herein shall be honored by the COUNTY.

SECTION 15. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all ~~oral agreements and negotiations between the parties relating to the~~ subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 16. NOTICES. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

Director of Public Safety
County Operations Center at Five Points
150 Bush Boulevard
Sanford, FL 32773

with a copy to:

Director of Human Resources
1101 E. First Street
Sanford, FL 32771

For COUNTY PHYSICIAN:

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Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

SECTION 17. EQUAL OPPORTUNITY EMPLOYMENT. COUNTY PHYSICIAN agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability or national origin and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 18. CONFLICT OF INTEREST.

(a) The COUNTY PHYSICIAN agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The COUNTY PHYSICIAN hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the COUNTY PHYSICIAN to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

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(c) Pursuant to Section 216.347, Florida Statutes, the COUNTY PHYSICIAN hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

SECTION 19. RECORDS. The COUNTY PHYSICIAN agrees to maintain employee records including Haz-Mat blood work and infectious control issues for a period of not less than thirty (30) years.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day, month and year above written.

Witness

Print Name

Witness

Print Name

By:

Print Name

Title:

Date:

[Balance of this page left intentionally blank;
Attestations continued on next page]

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SEMINOLE COUNTY, FLORIDA

Witness

Print Name

Witness

Print Name

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

By: _____

RAY HOOPER, Purchasing and
Contracts Manager

Date: _____

As authorized by Section 3.554,
Seminole County Administrative
Code.

County Attorney

AC/lpk/sjs

8/16/10, 8/19/10

P:\Users\Legal Secretary CSB\Purchasing 2010\Agreements\RFP-600984.doc

Attachments:

Exhibit "A" - Scope of Services

Exhibit "B" - Schedule of Fees

Not for Execution

EXHIBIT "A"

SCOPE OF SERVICES

(a) The COUNTY PHYSICIAN shall conduct pre-employment physicals for prospective firefighters and annual physical examinations of persons employed as firefighters. The annual physicals shall consist of testing as indicated on Plans A through D, attached hereto. The schedule will be determined by the Department of Public Safety based on the age of the employee. The COUNTY PHYSICIAN shall submit a written report of findings by certified mail to the employees mailing address. Additionally, the EMS/Fire/Rescue Division shall receive a fit for duty confirmation letter.

(b) The COUNTY PHYSICIAN shall conduct pre-employment physicals and re-examinations for COUNTY employees other than firefighters, as referred by the COUNTY, to determine initial or continued ability to meet necessary physical standards. Scope of examination shall be as required to establish physical fitness standards prescribed by the COUNTY Department referring employees for examination. The COUNTY PHYSICIAN shall submit a written report of findings.

(c) The COUNTY PHYSICIAN shall examine and provide written diagnosis of illness for COUNTY employees authorized for referral by the Human Resources Department. The COUNTY PHYSICIAN shall determine employees' ability to complete assigned work and report results to the COUNT.

(d) The COUNTY PHYSICIAN shall provide consultation services to the Departments of Public Safety and Human Resources on medical issues

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and related other issues at the request of the Directors of Public Safety and Human Resources, as required.

(e) All work to be performed pursuant to this Agreement shall be performed by the COUNTY PHYSICIAN. With the consent of the COUNTY, the COUNTY PHYSICIAN may designate appropriate professionals to perform services during periods of authorized absence of the COUNTY PHYSICIAN. The COUNTY PHYSICIAN shall provide the COUNTY with the qualifications of all persons designated to perform services pursuant to this Agreement.

Not for Execution