



BAY COUNTY BOARD OF COUNTY COMMISSIONERS

**PURCHASING DEPARTMENT
840 WEST 11th STREET
SUITE 2500
PANAMA CITY, FLORIDA 32401**

INVITATION TO BID

**EMERGENCY MEDICAL SERVICES (EMS)
DIVISION VEHICLE MAINTENANCE**

SUBMITTED BY:

ITB No. 21-43

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INSTRUCTIONS TO BIDDERS

**Some of the instructions below may not apply to all projects.
The scope of work/specifications shall control any conflicting provisions**

INTRODUCTION

The Bay County Board of County Commissioners (County) is seeking the services of a qualified service provider for vehicle maintenance, preventative maintenance, and repair services for the Emergency Medical Services (EMS) Division fleet. The purpose of this bid is to establish a firm, fixed price for preventive maintenance service for ambulances and 9-1-1 response vehicles. The EMS Division currently operates a mixed fleet of 24 9-1-1 ambulances and 9-1-1 response vehicles.

The County may contract with multiple service providers in order to meet the anticipated need for services.

QUALIFICATIONS

Bidders shall provide proof of registration with the Florida Department of Agriculture and Consumer Services. Bidders shall provide proof that at least one mechanic on staff is currently certified (or in the process of becoming certified) by the National Institute of Automotive Service Excellence (ASE) as a Master Automobile Technician. Bidder shall provide proof that at least one mechanic on staff is currently certified (or in the process of becoming certified) by the EVT Certification Commission as an Emergency Vehicle Technician (EVT) Ambulance Level II.

Bids may be deemed nonresponsive if not accompanied by State Registration and mechanic certificates.

Bidders shall provide proof of experience, knowledge and ability to perform the tasks considered and expected to be performed under this contract. Bidders shall also have demonstrated experience in performing maintenance and repair to Electrical Power Units generating 120/240Volt 60Hertz Alternating Current.

EXPERIENCE RECORD

Bidder shall complete the form in Attachment 1 and submit with the bid documents. References should be available to be contacted during normal working hours. The County will choose, at its own discretion, references to contact in order to complete the evaluation questionnaire in Attachment 1. In the event that the Bidder has performed work as a prime contractor for the County within the last five years, the County shall attempt to contact one County and one non-County reference. The County will attempt to contact each selected reference by phone. In the event that the contact person cannot be reached, the Bidder shall receive a score of zero (0) for that reference evaluation. The County will not attempt to correct incorrectly supplied information.

Bidders who receive less than a satisfactory evaluation may not be considered a qualified bidder by the County.

BID DEADLINE/DELIVERY

SEALED BIDS for ITB NO 21-43 Emergency Medical Services (EMS) Division Vehicle Maintenance will be received by the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA at the Purchasing Department 840 W. 11th Street, Suite 2500, Panama City, FL 32401 up until **2:00 pm (CDT) Wednesday, July 14, 2021**. Bids will be publicly opened immediately following the deadline. Each bid shall be valid to Bay County for a period of ninety (90) days after the bid opening.

Bids shall be delivered to the Board of County Commissioners Purchasing Department, at 840 W. 11th Street, Suite 2500, Panama City, Florida 32401, no later than the bid deadline. **Bidders should submit one (1) original bid package.** Bids shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder and the date for opening. It is the sole responsibility of the bidder to ensure that the bid is received on time. The County will check the bids and notify the selected bidder at the earliest opportunity. Each bid shall be valid to Bay County for a period of ninety (90) days after the bid opening.

Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Purchasing Department at (850) 248-8270 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. For Hearing Impaired, Dial 1-800-955-8771 (TOO), and 1-800-955-8770 (Voice).

BID DOCUMENTS

Electronic versions of the solicitation documents are available via Purchasing Department's Web Page <https://baycountyfl.gov/169/Purchasing>

- Current Solicitations
- Select Solicitation
- View Documents at bottom of screen
- Enter Company Name, Contact Name, Phone Number and Email Address
 - By registering, you will be placed on the plan-holders list for the solicitation. This list is used for communications from the County to prospective respondents.
- Links to the documents will be available in the Related Documents section

Solicitation documents, plans, blueprints, or other materials may also be obtained from the Bay County Purchasing Department, 840 West 11th Street, Suite 2500, Panama City, FL 32401.

For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Department will make a good faith effort to ensure that all registered bidders (those who have been registered as receiving a bid package) receive the documents.

POINT OF CONTACT

The County Purchasing Department will be the only point of contact for this ITB. Under no circumstances may a bidder contact any County Commissioner, County Administrator, or County employee concerning this ITB until after award. Any such contact may result in disqualification as per Bay County Code Section 2-124.

QUESTIONS

Bidders shall submit all questions, in writing, to the Purchasing Department at Purchasing@baycountyfl.gov or FAX to (850) 248-8276. All questions shall be submitted no later than **5:00 pm (CDT) Friday, July 2, 2021**.

ADDENDA

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Bay County website at: <http://new.co.bay.fl.us/purchasing/jobs.php>

It is the responsibility of the bidder prior to submission of any bid to check the above website or contact the Purchasing Department to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

BID FORM

To receive consideration, all bids shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Bid Form and do not add words to the wording of the Bid Form. No conditions, limitations or provisions will be attached or added to the Bid Form by the bidder.

No bidder shall be permitted to correct a bid mistake after bid opening that would cause such bidder to have the low bid, except for the correction of errors in extension of unit prices in the bids. In such cases, the unit price bid shall not be changed and shall prevail.

COMPLETE BID AMOUNTS; EXAMINATIONS OF SPECIFICATIONS; WORK SITES

Bids shall be on the basis of unit price and shall be compensation in full for the complete work. The unit prices shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items needed to complete the bid. No allowance will be made to any bidder because of a claimed lack of examination or knowledge. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination.

WITHDRAWAL OF BIDS

Any bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening bids. No bidder may withdraw his bid for a period of 90 days after the date for opening and all bids shall be subject to acceptance by the County during this period.

CANCELLATION

The County may cancel this ITB, or reject in whole or in part, when it is in the best interests

of the County, as determined by the Board of County Commissioners. Notice of cancellation shall be posted on the County website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

BASIS OF AWARD

The contract will be awarded to the lowest, responsive, responsible bidder(s) who have proposed the lowest total extended price and is deemed qualified by Bay County, subject to the County's right to reject any or all bids and to waive informality and irregularity in the proposals and proposing.

RIGHT TO REJECT

In accordance with section 2-113 of the Bay County Code, the County reserves the right to:

- a. reject any or all submittals received;
- b. select and award any portion of any or all submittal items;
- c. waive minor informalities and irregularities in the bidder's submittal.

A bid may be rejected if it is non-responsive or does not conform to the requirements and instructions in this ITB. A bid may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional bids, incomplete bids, indefinite or ambiguous bids, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of bids include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one bid for the same work from an individual, bidder or corporation under the same or a different name, and/or failure to perform or meet financial obligations on previous contracts. Bids may be rejected if not delivered on or before the date and time specified as the due date for submission of the bid.

EXECUTION OF AGREEMENT

The successful Firm shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Purchasing Director all required contract documents. The awarded Contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the Bay County Risk Management Office before the successful Firm may proceed with the work.

Neither the Notice of Award nor the execution of the required contract documents by the Contractor create any rights in the bidder. The bidder has no rights with respect to the award of the contract until a fully executed contract is signed by all required parties and all insurance policies and other required deliverables are provided and approved by the County.

LICENSING

Bidder shall be properly licensed for the appropriate work specified in this Invitation to Bid. All bidders are requested to submit any required license(s) with their bids. License(s) must be effective as of the bid opening date and must be maintained throughout the

contract period. Failure to be properly licensed as stated above will result in the rejection of the bid as nonresponsive.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State or Federal Law, all bidders should be aware that bids, responses, and proposals are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Fla. Stat. §119.071(1)(b), proposals received as a result of this ITB will not become public record until such time as the County provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to Florida Statute section 286.0113(2), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the County must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2015) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the County rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2015) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

REPRESENTATIONS

The contract documents contain the provisions required for the project. Information obtained from an office, Director, or employee of the County or any other person shall not affect the risks or obligations assumed by the bidder or relieve the bidder from fulfilling any of the conditions of the contract.

WARRANTY

All goods and services furnished by bidder, relating to and pursuant to this ITB, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the bidder will take all necessary action, at bidder's expense, to correct such breach in the most expeditious manner possible.

SUBCONTRACTORS

The Contractor will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of subcontracts should be included in the Bidder’s Response. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by the County.

The County reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the awarded contractor.

PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms, and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

BID PROTEST

A notice of protest must be submitted in accordance with section 2-114 of the Bay County Code, as amended from time to time. If a party intends to initiate such an action, it must electronically notify the Purchasing Director and the County Attorney no later than one business day after notice of the awarding authority’s decision.

ANTICIPATED SCHEDULE

This schedule may be altered solely at the County’s discretion:

ITB Advertisement	Friday, June 11, 2021
Pre-Bid Meeting	n/a
Questions Due Date	Friday, July 2, 2021
Bid Deadline	Wednesday, July 14, 2021
Board Meeting for recommended award	Tuesday, August 3, 2021

BID CHECKLIST

Please submit the items on the following list and any other items required by any section of this invitation to bid. The checklist is provided as a courtesy and may not be all inclusive of items required within this invitation to bid.

- _____ One original bid package
- _____ [BID FORM](#)
- _____ [ADDENDUM ACKNOWLEDGEMENT](#)
- _____ [ANTI-COLLUSION CLAUSE](#)
- _____ [CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST](#)
- _____ [CONFLICT OF INTEREST DISCLOSURE FORM](#)
- _____ [EXPERIENCE RECORD](#)
- _____ [IDENTICAL TIE BIDS/DRUG FREE WORKPLACE](#)
- _____ [QUESTIONNAIRE TO ACCOMPANY BID](#)
- _____ [SUB-CONTRACTORS](#)
- _____ Florida Department of Agriculture and Consumer Services Registration
- _____ Mechanics Certifications

**ATTACHMENT 1
REQUIRED FORMS**

BID FORM
ITB NO: 21-43

This proposal of _____, hereinafter called "BIDDER," organized and existing under the laws of the State of _____ doing business as _____ (Insert "a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, Bay County, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work, as detailed in this bid.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Contractor agrees to perform the entire work as indicated on the drawings and in compliance with the Contract Documents and Specifications, complete in every detail.

Submitted By: _____
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: _____
Name of Individual Who Prepared This Bid

Contact Email: _____

Address: _____

Phone: _____

Contractor's License No. _____

Signature of Authorized Representative of Firm/Contractor

Date

SEAL: (If bid is by Corporation)

BID FORM (Con't)
ITB NO: 21-43

Bidder agrees to perform all the work described in the Contract Documents for the following Unit Prices and Lump Sum Prices.

Approx. Annual Quantity	Schedule I Services 5,000 Mile Vehicle Maintenance (Per Manufacturer's Specifications)	Unit Price	Extended Price
Ram 1500 Pickup (Gas)			
2	Oil and filter change (up to 7 quarts of oil), lube, and vehicle safety inspection	\$	\$
2	Synthetic Oil and filter change (up to 7 quarts of oil), lube, and vehicle safety inspection	\$	\$
Ram 2500 Pickup (Gas)			
6	Oil and filter change (up to 7 quarts of oil), lube, and vehicle safety inspection - Gasoline vehicles	\$	\$
2	Synthetic Oil and filter change (up to 7 quarts of oil), lube, and vehicle safety inspection -Gasoline vehicles	\$	\$
Ram 2500 Pickup (Diesel)			
6	Oil and filter change (up to 3 gallons of oil), lube, and vehicle safety inspection	\$	\$
2	Synthetic Oil and filter change (up to 3 gallons of oil), lube, and vehicle safety inspection	\$	\$
Ambulances (Chevrolet C4500, Ram 3500, 4500. 5500, and LaFrance)			
57	Oil and filter change (up to 3 gallons of oil), lube, and vehicle safety inspection - Diesel vehicles	\$	\$
19	Synthetic Oil and filter change (up to 3 gallons of oil), lube, and vehicle safety inspection - Diesel vehicles	\$	\$
Total Extended Price (for bid evaluation purposes only)			\$

BID FORM (Con't)
ITB NO: 21-43

Additional Services		Gas	Diesel
n/a	Oil per quart, over initial seven (7) quarts	\$	n/a
n/a	Oil per gallon, over the initial three (3) gal.	n/a	\$
n/a	Additional filter cost	\$	\$
n/a	Added coolant, per quart	\$	\$

Schedule II Services Vehicle Maintenance (Per Manufacturer's Specifications)	Ram 1500	Ram 2500	Chevrolet C4500, Ram 3500, 4500, 5500, and LaFrance
Engine Tune Up	\$	\$	\$
Fuel Filter	\$	\$	\$
Coolant System Flush	\$	\$	\$
Transmission Fluid Flush/Filter	\$	\$	\$
Check Thermostat	\$	\$	\$
Additional Coolant (above manufacturer's specifications) – Price per quart	\$	\$	\$

Schedule III Services As Needed Services The County may request the following additional services under this bid.	Ram 1500	Ram 2500	Chevrolet C4500, Ram 3500, 4500, 5500, and LaFrance
Batteries	\$	\$	\$
Brakes	\$	\$	\$
Wiper Blades	\$	\$	\$
Differential Service	\$	\$	\$
Drivetrain Maintenance	\$	\$	\$
Locks, Handles, and Hinge repair	\$	\$	\$
OEM and after-market air conditioning/heating maintenance to include patient compartments for ambulances	\$	\$	\$
OEM and after-market electrical repair	\$	\$	\$
Filters	\$	\$	\$
Shop Labor (Per Hour)	\$	\$	\$
Parts and Supplies (not included in above prices) % markup	%	%	%

BID FORM (Con't)
ITB NO: 21-43

Schedule IV Services Electrical Power Unit Maintenance (Per Manufacturer's Specifications)	
Shop Labor (Per Hour)	\$
Parts and Supplies (% markup)	%
Regular Service of Electrical Power Units	\$

BID FORM (Con't)
ITB NO: 21-43

For each item place an X in the appropriate space to signify whether or not you are in complete compliance with the specification. Please include a list with your bid showing all exceptions along with the corresponding section and item number. Failure to follow the format or answer the specification may cause your bid to be disqualified. Should exceptions be taken, the County's representatives will decide if the exceptions are in the best interest of the County's and if those exceptions will still provide for a quality product.

Services shall consist of the following Please Indicate Compliance	Yes	No	Exception
Oil and oil filter change.			
Chassis lube			
Check belts, hoses, air filter, battery terminals, tire and brake pad wear, and condition.			
Top-off coolant, brake, battery, windshield washer, and transmission fluids.			
Note on the invoice any items determined to be in need of repair at the time of service.			
Service is available Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.			
Priority over all other work given to EMS Division vehicles			
Oil up to manufacturer's required amounts for specific vehicle shall be included in the service base price			
Coolant up manufacturer's required amounts for top-off shall be included at the base price.			
Coolant added may indicate a leak in the cooling system and will be promptly reported to the EMS Division.			
Brake fluid filled to the reservoir full level shall be included in the base price.			
Adding brake fluid may indicate a leak in the brake system and will be promptly reported to the EMS Division.			
Service as described above for Ram 3500 - 5500 13,500 GVW Diesel			
Service as described above for Ram 2500 pickups gasoline			
Service as described above for Sterling Freightliner medium duty 28,000 GVW Diesel			
Repair locks, latches, and hinges confirming operability			
Service as described above for Electrical Power Units			
Ability to complete standard scheduled oil changes upon request without putting 9-1-1 active units out of service			
Warranty for parts and services to be performed			
HIPAA Compliance			

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued.

Call (850) 248-8270 or email Purchasing@baycountyfl.gov prior to submitting your bid to ensure that you have received addendums.

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____ AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Bay County Board of County Commissioner(s), employee(s), elected officials(s), or any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES _____

NO _____

NAME(S)

POSITION(S)

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXPERIENCE RECORD

In order to satisfy the County regarding the Bidder's qualifications, the Bidder shall provide in the space below information regarding previous work comparable with the proposed work in size, capacity, and complexity. **List three (3) projects similar in size and nature which were completed during the past five (5) years.** The County may also consider any previous County projects. Following receipt of bids, each Bidder shall be prepared to furnish such additional information as the County may reasonably request regarding Bidder's equipment and personnel. The information provided on this form shall constitute an integral part of the bid.

Name, Address, Phone #	Services Provided

Attach additional sheets if more space is required.

REFERENCES QUESTIONNAIRE
(TO BE COMPLETED BY THE COUNTY)

Proposer's Name _____

Proposer's Reference Name _____

Person Interviewed _____

Interviewed By _____

Date of Interview _____

The following questions will be asked of the client reference chosen at the discretion of the County:

1. Briefly describe the work the Proposer performed for your company.

2. How well did the Proposer adhere to the agreed upon schedule?
Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. _____
3. How would you rate the Proposer's quality of work?
Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. _____
4. How would you rate the Proposer's use of adequate personnel in quantity, experience and profession?
Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. _____
5. How would you rate the Proposer's use of appropriate equipment and methods?
Excellent = 4 points; Above Satisfactory = 3 points; Satisfactory = 2 points; Fair = 1 point; Poor = 0 points. _____

Score _____

Divided by 4

= Average Score _____

IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:

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.

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.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

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 Bid, the employees will abide 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.

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.

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 the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

QUESTIONNAIRE TO ACCOMPANY BID
(TO BE COMPLETED BY THE BIDDER)

A. Provide a brief description of the Contractor's experience performing tasks similar to those described in Scope of Work.

B. Provide a list of personnel the Contractor proposes to use on this project including their training/qualifications and prior experience performing the types of tasks described.

C. Provide a list of all tools and equipment that will be available for performing the tasks described.

SUB-CONTRACTORS

As the bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

Subcontractor Name and Address: _____

Work to be performed and \$ amount: _____

Subcontractor Name and Address: _____

Work to be performed and \$ amount: _____

Subcontractor Name and Address: _____

Work to be performed and \$ amount: _____

Subcontractor Name and Address: _____

Work to be performed and \$ amount: _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT 2
SAMPLE CONTRACT 21-43
EMERGENCY MEDICAL SERVICES (EMS)
DIVISION VEHICLE MAINTENANCE

This Contract, dated _____ is between the Bay County Board of County Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and Vendor Name, located at Vendor Address, City, State, Zip ("Contractor").

1. Scope of Work

The County desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies provide vehicle maintenance, preventative maintenance, and repair services for the Emergency Medical Services (EMS) Division fleet.

The Contractor will perform EMS Vehicle Maintenance services as stated in the attached Scope of Services **Exhibit 1**. The Contractor hereby agrees to provide the services to the County according to ITB 21-43 Emergency Medical Services Division Vehicle Maintenance, said documents being incorporated into this agreement as if fully set out herein, and the Contractors response thereto, said documents being attached as **Exhibit 2**, to the extent they are not inconsistent with this Agreement.

2. Term

This Contract shall commence upon execution by the County and continue in effect through September 30, 2022. Upon mutual agreement between the County and Contractor, the Contract may be renewed for three (3) additional one-year periods under the same terms and conditions.

No price adjustments may be allowed during the first twelve (12) months of the contract. Price increases will be considered after the first 12 months if substantiated by the producer price index. Written notice of a request for pricing changes and proof to substantiate must be submitted to the Bay County Purchasing Department at no less than 90 days prior to the anniversary date of this contract.

3. Contract Price

The County shall pay the Contractor for services provided in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the Contractor's invoice and written approval of same by the County's Designated Representative indicating that services have been rendered in conformity with this Agreement.

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's price proposal contained in Exhibit 2.

4. Independent Contractor

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Bay County.

5. Contractor's Personnel

Contractor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Contractor. The direction of the work of Contractor's employees shall be under the exclusive control of Contractor. If the County objects to the presence or performance of any employee of Contractor, Contractor shall remove such employee from County premises.

6. Cooperation

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will cooperate with the EMS Division Chief, Logistics Chief or their designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

7. Materials, Supplies, Etc.

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the ITB.

8. Records / Audits

The County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records required by the County in order to perform the service;

Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

10. Public Records Custodian

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract contact Bob Majka, Custodian of Public Records, at (850) 248-8145, publicrecords@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

11. Inspector General

The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

12. County Representative

The County EMS Division Chief, Logistics Chief or a designee has authority to designate the work to be done by Contractor, to inspect such work, and to resolve questions which arise between the parties. The Contractor or the Contractor's designee will deal with the County's representative on matters relating to the performance of the work. The County shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

13. HIPAA Compliance

Contractor shall execute a Business Associate Agreement (**Exhibit 3**) providing satisfactory assurances under the provisions of the HIPAA privacy and security regulations agreeing that Contractor shall safeguard County's protected health information in accordance with the standards set forth in the privacy, security and other associated rules.

14. Laws, Rules and Regulations

General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by the County, Contractor shall provide proof of such compliance to the County.

Illegal Alien Labor: Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

15. Public Entity Crimes Statement

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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for 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, 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 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes. Contractor's doing business with a public entity, for which the compensation is wholly or partially provided by a federal awarding agency, must register at www.sam.gov.

16. E-Verify.

As a condition precedent to entering into this agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees.

Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this agreement.

The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

17. Scrutinized Companies

Contractor must certify that the company is not participating in a boycott of Israel.

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

Contractor must submit the certification attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The County

shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

18. Warranty

The Contractor shall fully warrant all workmanship and material, in the performance of the obligations under this contract, for a period of one (1) year after completion of the work. The warranty period begins upon final payment of invoices for work. The Contractor shall expeditiously repair and remedy any defects that are discovered within one (1) year, without cost or charge to the County. In the event the Contractor fails, within five days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the repair or remedy, the County may have the work done at the Contractor's expense.

19. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the Bay County Insurance Requirements, which are attached as **Exhibit 4** to this Contract and incorporated by reference.

20. Hold Harmless and Indemnification

To the extent provided by law, the Contractor shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the County's and the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Contractor or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties.

The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall

extend throughout the term of this Agreement and any statutes of limitations thereafter.

The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

If the above indemnity or the defense provisions contained herein or any part of those provisions are limited by Florida Statutes Sec. 725.06(1), or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of (1) the monetary value of the Contract, (ii) coverage amount of Commercial General Liability Insurance required under the Contract; or (iii) \$1,000,000.00.

This Section survives termination or expiration of this Contract.

21. Duty to Pay Defense Costs and Expenses

The Contractor agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the County has prevailed.

The County shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.

Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

This Section survives termination or expiration of this Contract.

22. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:
Bay County Emergency Services
Attn: Danny Page
4931 North Star Avenue
Panama City, FL 32404

For the Contractor:

The Contractor shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Contractor's notification of address change is sufficient if sent by email or facsimile.

23. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the County.

24. Successors and Assigns.

This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

25. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

26. No Waiver

The waiver by the County of, or the County's failure to demand strict performance of, any obligation of Contractor shall not be construed to waive or limit the full and faithful performance by the Contractor of another of its obligations or of the same obligation in the future.

27. Administrative, Contractual, or Legal Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

28. Termination for Cause and for Convenience

This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I (a) above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on

unperformed services or other work, and any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

Failure of the Contractor to comply with the provision of Section 13 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Contractor of such non-compliance.

29. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The bid form and attachments are next.
- c. The initial bid provisions are final priority.

30. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

31. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of this _____ day of _____, 2021.

Executed by:

**BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA**

By: _____
Robert Carroll, Chairman

Attest:

Bill Kinsaul, Clerk of Court

Approved as to form

Office of Bay County Attorney

CONTRACTOR

By: _____
(Authorized Representative)

Its: _____

State of _____
County of _____

This Contract was acknowledged and subscribed before me the undersigned notary this _____ day of _____, 2021, by _____, as _____ of _____ and with proper authority, and who is personally known by me or produced identification of _____.

Notary Public

Exhibits:

- 1. Scope of Services
- 2. Contractor's Response to ITB 21-43
- 3. Business Associate Agreement
- 4. Insurance Requirements

EXHIBIT 1
SCOPE OF SERVICES

- A. Schedule I Services includes regularly scheduled oil changes, brake service, tire (spin) balance and rotation, inspection of all belts and hoses, battery checks, battery terminal and cables inspection, A/C inspection, and inspection of all fluids.
- B. Schedule II Services Vehicle Maintenance is to be performed at manufacturer's recommended intervals for each specific vehicle. All engine oil, transmission fluid, and other fluids must meet or exceed manufacturers' specifications for the vehicle make and model.
- C. Schedule III services may include Engine overhauls/change outs, transmission overhauls/ change outs and will require estimates to be provided prior to any work being started.
- D. Schedule III services may also include drivetrain maintenance, OEM and after-market electrical repair, and OEM and after-market air conditioning/heating maintenance to include patient compartments for ambulances.
- E. Must be able to perform general maintenance and repairs to Electrical Power Units generating 120/240V 60Hz A/C.
- F. No service or repair beyond the scope of this contract shall be provided without a purchase order describing such service, and issued prior to the performance of the service or repair.
- G. Invoices for repair/servicing shall be electronically sent to simhof@baycountyfl.gov and dpage@baycountyfl.gov
- H. Bidders are encouraged to visit the EMS Division central location at 4931 N. Star Avenue, Panama City, FL 32404 to view some of the ambulances and trucks. Representative vehicles may be seen weekdays between the hours of 8:00 am and 5:00 pm (central time). Appointments are encouraged to ensure vehicles may be on site (Due to the emergency nature of this division it is not guaranteed vehicles will be available for inspection)
- I. Service must be available between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday
- J. Reasonable effort shall be made to prioritize the servicing of Emergency Vehicles.
- K. Verbal notification shall be made to division representatives when a single item repair exceeds \$2,500.
- L. Warranty for parts and services to be performed must be offered.

EXHIBIT 2
CONTRACTOR'S RESPONSE TO ITB 21-43
(To be inserted upon award)

EXHIBIT 3
BAY COUNTY BUSINESS ASSOCIATE AGREEMENT
BETWEEN BAY COUNTY BOARD OF COUNTY COMMISSIONERS
AND CONTRACTOR

The Bay County Board of County Commissioners (“Board”), through the Bay County Emergency Medical Services Division, operates ambulance services in Bay County, Florida and, in this capacity, is a Covered Entity that is required to comply with Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the “HITECH Act”).

This Business Associate Agreement (“Agreement”) between the Board and _____ (“Contractor”) is executed to ensure that Contractor will appropriately safeguard PHI that is created, received, maintained, or transmitted on behalf of the Board through the Bay County Emergency Medical Services Division.

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Contractor agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to Bay County Emergency Medical Services Division any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule), and any breaches of unsecured PHI as required by 45 CFR §164.410, and any breaches required to be reported by Fla. Stat. §501.171. Breaches of unsecured PHI shall be reported to Bay County Emergency Medical Services Division without unreasonable delay but in no case later than 10 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree in writing to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;
5. Make PHI in a designated record set available to Bay County Emergency Medical Services Division and to an individual who has a right of access in a manner that satisfies Bay County Emergency Medical Services Division's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by Bay County Emergency Medical Services Division, or take other measures necessary to satisfy Bay County Emergency Medical Services Division's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to Bay County Emergency Medical Services Division or an individual who has a right to an accounting within 10 days and as necessary to satisfy Bay County Emergency Medical Services Division's obligations under 45 CFR §164.528 and Fla. Stat. §501.171;
8. To the extent that Contractor is to carry out any of Bay County Emergency Medical Services Division's obligations under the HIPAA Privacy Rule, Contractor shall comply with the requirements of the Privacy Rule that apply to the Bay County Emergency Medical Services Division when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of the Bay County Emergency Medical Services Division, available to the Secretary of the Department of Health and Human Services for purposes of determining the Clerk and the compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if Bay County Emergency Medical Services Division notifies Contractor of any restriction on the use or disclosure of PHI that Bay County Emergency Medical Services Division has agreed to or is required to abide by under 45 CFR §164.522; and
11. If Bay County Emergency Medical Services Division is subject to the Red Flags Rule (found at 16 CFR §681.1 et seq.), Contractor agrees to assist Bay County Emergency Medical Services Division in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Bay County Emergency Medical Services Division's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Bay County Emergency Medical Services Division agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Bay County Emergency Medical Services Division of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may

have occurred, and provide a report to Bay County Emergency Medical Services Division of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Contractor on behalf of Bay County Emergency Medical Services Division include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Bay County Emergency Medical Services Division to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Bay County Emergency Medical Services Division to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Contractor is obligated to perform on behalf of Bay County Emergency Medical Services Division.

D. Termination

1. The Board may terminate this Agreement if it determines that Contractor has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Contractor shall return to Bay County Emergency Medical Services Division or destroy all PHI received from Bay County Emergency Medical Services Division, or created, maintained, or received by Contractor on behalf of Bay County Emergency Medical Services Division that Contractor still maintains in any form. Contractor shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

[SIGNATURES ON THE FOLLOWING PAGE]

Signed this ____ day of _____, 2021

**BOARD OF COUNTY COMMISSIONERS
BAY COUNTY, FLORIDA**

Robert Carroll, Chairman

ATTEST:

Bill Kinsaul

Approved in form:

Bay County Attorney

CONTRACTOR

By:

Title

State of _____
County of _____

This Agreement was acknowledged and subscribed before me the undersigned notary
this ____ day of _____, 2021, by _____ who is either known
to me or produced _____ as identification.

Notary Public

**EXHIBIT 4
BAY COUNTY
INSURANCE REQUIREMENTS**

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. All subcontractors are subject to the same coverages and limits as the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. **PRODUCTS/COMPLETED OPERATIONS**

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.

Professional Liability/Malpractice/Errors or Omissions Coverage

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of _____ per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than

the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Property Coverage for Leases

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Commercial General Liability Increased General Aggregate Limit (or separate aggregate)

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this agreement or contract.

Liquor Liability

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

Owners Protective Liability Coverage

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure,

such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

Installation Floater Coverage

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

Motor Truck Cargo Coverage

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Contractor's Equipment Coverage

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

Fidelity/Dishonesty/Liability Coverage – Third Party

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

Fidelity/Dishonesty Coverage for Employer (Contractor)

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

Fidelity/Dishonesty/Liability Coverage for County

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

Electronic Data Liability Insurance

The Other Party shall purchase Electronic Data Liability with limits of

Garage Liability Coverage

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

Garage Keepers Coverage (Legal Liability Form)

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

Damage to Premises Rented/Leased to you- (Legal Liability Form)

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

Watercraft Liability Coverage

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

Aircraft Liability Coverage

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be _____ per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

Pollution Legal Liability Coverage

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

United States Longshoremen and Harbor workers Act Coverage

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

Jones Act Coverage

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.