

Merry Celeste, CPPB
Director of Purchasing

February 14, 2025

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: CARES Mobile Medical Unit

PROPOSAL NUMBER: 25-0170-RFP

PROPOSAL SUBMITTAL IS DUE: March 6, 2025 @ 3:00 P.M.

ADDENDUM NO. 1

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP):

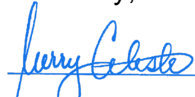
QUESTION(S)/RESPONSE(S):

1. Question: Will Pinellas County accept bids for products that exceed the requested 02/28/26 delivery timeline?
Response: Yes, Proposer should identify the expected delivery date which will be considered when scoring to ensure alignment with grant funding requirements.
2. Question: Will Pinellas County accept bids for alternative specified products?
Response: Yes, proposer should discuss why the alternatives are being proposed.
3. Question: Will Pinellas County accept payment terms of 50% down and the balance due at completion, in lieu of the requested NET45 terms?
Response: A partial payment may be considered during negotiations.
4. Question: What is the anticipated award/contract date after the bid opening?
Response: We expect a finalized contract to be in place 4-6 weeks following the evaluation meeting.

All other specifications, terms and conditions remain the same.

Confirm receipt of Addendum(s) in OpenGov.

Sincerely,



Merry Celeste, CPPB
Division Director
Purchasing and Risk Management



Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

February 26, 2025

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: CARES Mobile Medical Unit

PROPOSAL NUMBER: 25-0170-RFP

PROPOSAL SUBMITTAL IS DUE: March 6, 2025 @ 3:00 P.M.

ADDENDUM NO. 2

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP):

QUESTION(S)/RESPONSE(S):

1. Question: Is a Freightliner FRED diesel motorhome chassis and body acceptable to a Freightliner M2?
Response: Proposal should be for a vehicle with an overall length of 33-35 feet with body size of 24-26 feet for operations, such as a diesel Freightliner M2 or equivalent. The GVWR should not exceed 26,000lb. If proposal is for a different but equivalent vehicle/chassis that meets those size requirements, proposer should indicate the reasoning for the preference or recommendation.
2. Question: Clarification: We will not be able to provide seat belts for the rear seating bench. Is this acceptable?
Response: The desire is to be able to safely transport more than two (2) staff at a time. If deviation from the specifications are made, proposer should indicate the reasoning.
3. Question: Does the refrigerator need to be medical grade with data logger?
Response: The refrigerator should meet necessary requirements for vaccine/medication storage.
4. Question: Should the refrigerator be under cabinet or on counter?
Response: Refrigerator may be either under cabinet or on the counter and proposer should indicate the reasoning for the preference.
5. Question: This is our standard stepwell; would this be acceptable? The rise and run are consistent, and an electric step on the bottom.
https://www.dropbox.com/scl/fi/rzttbws4r6bjizcb8gvbf/_DSC2583.jpg?rlkey=bohz9w1i27b2715u6xq5z_zs3y&st=zn1zmikj&dl=0



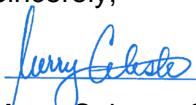
Response: Proposer should recommend stairs/stepwell based upon availability and their expertise and knowledge of the industry, and describe reasoning for the recommendation.

6. Question: What type of exam bed, Ritter 204 with pelvic tilt, drawers and drawer warmer?
Response: Proposer should indicate the type of chair recommended based upon availability and their expertise and knowledge of the industry, and describe reasoning for the recommendation.
7. Question: Is there a specific color fabric for the bed?
Response: No specific color is required at this point. Proposers should include options and recommendations in their proposal.
8. Question: Does the blood draw chair need a storage drawer?
Response: Proposer should indicate the type of chair recommended based upon availability and their expertise and knowledge of the industry, and describe reasoning for the recommendation.
9. Question: Does the Welch Allen 777 set need the thermometer? Please list required items.
Response: Proposals should include the full Welch Allen 777 set or equivalent, including the thermometer. Explanation for any deviations from specifications should be included.
10. Question: Do you require a sink for both rooms or only the exam room?
Response: The RFP anticipated a minimum of one sink in the exam room. If additional sinks are recommended, proposer should include as options along with reasoning for the recommendation.
11. Question: Would an equivalent Wi-Fi system be acceptable versus Cradlepoint?
Response: Preference is Cradlepoint for standardization with other county processes. If an equivalent device/system is proposed, proposer must demonstrate how it is equivalent and the reasoning for the recommendation.
12. Question: Will there be an interview process with presentations?
Response: At this time, it is not anticipated that there will be presentations. However, the County reserves the right to request presentations prior to award or if deemed necessary as a result of the evaluation process.
13. Question: Will there be access to nightly charging Nema 14-50 or J1772 (hybrid)? Is this something that could be installed prior to delivery?
Response: This is not currently available. It is not yet determined where the vehicle will be parked, and this would be an upgrade needing to be installed by a licensed electrical contractor at the location.
14. Question: Do you have a specific budget?
Response: This vehicle is fully grant funded. Pricing for minimum specifications will be compared will all submissions for scoring of up to 200 points. In negotiations, the County may accommodate minimum specifications plus negotiated/recommended options up to a total of approximately \$525,000.00.
15. Question: We will provide MSO for registration since we are out of state. Is this acceptable?
Response: Yes, the MSO is acceptable.

All other specifications, terms and conditions remain the same.

Confirm receipt of Addendum(s) in OpenGov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Merry Celeste", is written over a horizontal blue line.

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management



SOLICITATION

25-0170-RFP

CARES MOBILE MEDICAL UNIT

Pinellas County

Pinellas County Courthouse Annex Bldg., Sixth Floor

Clearwater, FL 33765

THE MISSION OF PINELLAS COUNTY

"Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow."

ISSUE/RELEASE DATE: February 3, 2025

QUESTION SUBMISSION DEADLINE: February 21, 2025

PROPOSAL SUBMISSION DEADLINE: March 6, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY VIA OPENGOV TO:

<https://procurement.opengov.com/portal/pinellasfl>

Pinellas County
SOLICITATION
CARES Mobile Medical Unit

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No table of contents entries found.

Attachments:

A - Grant Form A

B - Grant Form B

1. Notice

SOLICITATION

SUBMITTALS ARE OPENED PUBLICLY AND ARE ACCEPTED VIA OPENGOV

RFP - Informal / Formal

25-0170-RFP

CARES Mobile Medical Unit

ALL QUESTIONS MUST BE SUBMITTED IN OPENGOV WITHIN THE QUESTION & ANSWER SECTION.

SOLICITATION MEETINGS: Site Visit: None; Pre-Conference: None

SUBMITTALS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING DATE.

The Purchasing and Risk Management Division for the Pinellas County Board of County Commissioners has transitioned to OpenGov Procurement for Contractor/Vendor registration, and for posting, submitting and receiving bids, quotes and proposals for active solicitations. Contractors/Vendors must register with OpenGov Procurement (<https://procurement.opengov.com/signup>) to participate in active County solicitations.

Should you need technical assistance with OpenGov, the following options are available:

Phone: (855) 680-4747, 8 a.m. to 8 p.m., Monday - Friday

Email: procurement-support@opengov.com

Chat is available in the OpenGov application

Web: <https://help.procurement.opengov.com>

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted to <https://procurement.opengov.com/portal/pinellasfl>. Receipt of addenda confirmation is required in OpenGov.

AUTHORIZED BY:

Merry Celeste, CPPB

Division Director of Purchasing and Risk Management

2. Introduction

2.1. Summary

The Pinellas County Human Services Department (HS) seeks a fully operational mobile medical vehicle that is under 26,000 lbs with an overall length of approximately 33-35 feet that provides a minimum of one flexible exam room and one counseling room to allow for the provision of healthcare, mental health, substance use, or dental services.

2.2. Background

The Pinellas County Human Services Department (HS) facilitates health, dental and behavioral health services for low income and homeless adults throughout Pinellas County, Florida (County). Under the Healthcare for the Homeless (HCH) portion of the program, the County owns the Bayside Health Clinic, a stand-alone health clinic, as well as a 46-foot Mobile Medical Unit (MMU) and a 24-foot Sprinter Street Medicine Van which travel to sites countywide.

The HCH program serves over 2,000 patients each year. The County is seeking a third mobile unit to expand the delivery of services for this target population in the community. The new vehicle should be smaller and more agile than the 46-foot MMU but provide a minimum of one flexible exam room and one counseling room to allow for provision of healthcare, mental health, substance use, or dental services.

2.3. Contact Information

Alex Meloy, CPPB, NIGP-CPP

Lead Procurement Analyst

400 S. Fort Harrison Avenue 6th Floor

Clearwater, FL 33765

Email: almeloy@pinellas.gov

Phone: [\(727\) 464-3147](tel:(727)464-3147)

Department:

HUMAN SERVICES

2.4. Timeline

Issue Date	February 3, 2025
Question Submission Deadline	February 21, 2025, 3:00pm
Proposal Submission Deadline	March 6, 2025, 3:00pm

3. Instructions & General Conditions for Submittals

3.1. DEFINITIONS

- A. Agreement means the final written agreement between the County and the successful Contractor under this solicitation, regardless of the title of that final document, and may be used interchangeably with “Contract”.
- B. Contractor means the entity submitting a response to this solicitation, and may be used interchangeably with the terms “bidder”, “respondent”, “contractor”, “vendor”, “submitter”, or “proposer”.
- C. County or means Pinellas County, a subdivision of the State of Florida and may be used interchangeably with “Pinellas County”.
- D. Submittal means a Respondent’s submissions in response to this solicitation, and may be used interchangeably with the terms “submission”, “bid”, “quote” or “proposal,” as applicable to the specific solicitation. For example, these terms should be interpreted to mean “bid” if this is an ITB, “quote” if this is an ITQ, and “proposal” if this is an RFP.

3.2. INSTRUCTIONS & PROCEDURES

- A. **PREPARATION OF SUBMITTAL** - Submittal will be prepared in accordance with the following:
 - 1. Submittals must be uploaded on forms furnished, utilizing the OpenGov procurement website. Failure to comply could result in the submission being rejected.
 - 2. If price is factor, unit prices must be shown and where there is an error in extension of price, the unit price will govern.
 - 3. Alternate submittals will not be considered unless authorized by the solicitation.
 - 4. Proposed delivery time must be shown and any date calculations must include weekends and holidays.
 - 5. Contractor is advised that exceptions to any terms and conditions contained or referenced in this solicitation must be stated with specificity in its response to the solicitation. Contractor is deemed to have accepted and to be bound by the solicitation and referenced agreement terms and conditions that Contractor does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the Contractor, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.
 - 6. Contractors will thoroughly examine the drawings, specifications, schedule, instructions and/or all other solicitation documents.

7. Contractors will make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the solicitation. Plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the solicitation documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the Contractor.
8. Contractors are advised that all County solicitations are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

B. SUBMITTAL METHOD & FORMAT

1. Submittals must be uploaded utilizing the OpenGov procurement website (<https://procurement.opengov.com/portal/pinellasfl>). Failure to comply could result in the submittal being rejected.
2. Submittals must be uploaded in the Vendor Questionnaire section of this solicitation. Submittals sent via email will not be considered.
3. The preferred format for submittal is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning. Instructions for Providing Files in PDF Format to Pinellas County Government:
 - a. How do I convert my files to PDF format?
 - b. Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.
 - c. Should I scan everything and save as PDF?
 - d. Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as “clean” or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

C. SUBMITTALS FROM RELATED PARTIES OR MULTIPLE SUBMITTALS RECEIVED FROM ONE CONTRACTOR

1. Where two (2) or more related parties each upload a submittal, or multiple submittals are received from one (1) Contractor, for any solicitation, such submittals will be judged non-responsive. Related parties mean Contractors or the principles thereof, which have a direct or indirect ownership interest in another Contractor for the same solicitation or in which a parent company or the principles thereof of one (1) Contractor have a direct or indirect ownership interest in another Contractor for the same solicitation.

D. INTEGRITY OF SOLICITATION DOCUMENTS

1. Contractors will use the original solicitation form(s) provided by the Purchasing & Risk Management Division and enter information only in the spaces where a response is requested. Contractors may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the Contractor to enter a complete response. Any modifications or alterations to the original solicitation documents by the Contractor, whether intentional or otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a Contractor wishes to propose must be clearly stated in the Contractor's submittal response and presented in the form of an addendum to the original solicitation documents.

E. LATE SUBMISSION OR MODIFICATIONS

1. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.
2. Modifications in writing received prior to the time set for the submittal will be accepted.

F. WITHDRAWAL OF SUBMITTAL

1. The submittal may be withdrawn prior to the solicitation opening date, however, a submittal may not be withdrawn for a period of time as specified in this solicitation document.

G. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

1. No oral interpretations will be made to any firms as to the meaning of specifications or any other Contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda will become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

H. REJECTION OF SUBMISSION

1. The County may reject a submittal if:
 - a. The Contractor incorrectly states or conceals any material fact in the solicitation.
 - b. The solicitation does not strictly conform to the law or requirements of solicitation including insurance requirements.
 - c. The solicitation is conditional, except that the Contractor may qualify its submittal for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis submittal must include all items upon which the Contractor was invited.
 - d. The respective constitutional officer, County Administrator, on behalf of the Board of County Commissioners or within their delegated financial approval authority, or Director of Purchasing, within their delegated financial approval authority, has the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of an agreement.
 - e. The County reserves the right to waive minor informalities or irregularities in any submittal.

I. PUBLIC REVIEW AT OPENING

1. Pursuant to Florida Statute, Section 119.071(1)(b)2, all submittals will be subject to review as public records after 30-days from opening, or earlier if an intended decision is reached before the thirty-day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims must be dispositively determined by a court of law prior to trade secret protection being granted.

J. TABULATION INQUIRIES

1. Inquiries relating to the results of this solicitation, prior to the official award by the Pinellas County Board of County Commissioners may be made by visiting OpenGov or calling the Purchasing Office after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

3.3. JOINT VENTURES

Contractors intending to submit as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting (see Section 489.119 Florida Statutes). Joint ventures must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

3.4. EVALUATION CRITERIA - RFP

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified submittals. Contractor shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their submittal. Each submission shall be evaluated and ranked by an Evaluation Committee. The contract will be awarded to the most qualified Contractor, per the evaluation criteria listed in the solicitation.

3.5. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- A. the right to rank firms and negotiate with the most qualified firm.
- B. the right to select the proposal that it believes will serve the best interest of Pinellas County.
- C. the right to reject any or all responses, or parts thereof, to disqualify any and all responses, and/or determine any response to be non-responsive.
- D. the right to cancel the entire Request for Proposal.
- E. the right to remedy or waive technical or immaterial errors in the Request for Proposal or in the proposals submitted.
- F. the right to request any necessary clarifications or proposal data without changing the terms of the solicitation.
- G. the right to require the Proposer to perform the services required on the basis of the original submittal without negotiation.

3.6. PROTEST PROCEDURE

Protest procedures are governed by Pinellas County Code Section 2-162, which states:

Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of respondents or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section will not be reviewed."

"Posting. The purchasing department will post the recommended award on or through the departmental website."

Requirements to protest.

"If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after issuance of the bid or proposal package."

"If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after posting of the award recommendation."

"The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds."

"A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the respondent or proposer."

"Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."

"Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."

"Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."

"Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."

"Review of director's decision."

"The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the respondent or proposer deems relevant to the issues raised in the request to review the decision of the director."

"The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction."

"Stay of procurement during protests. There shall be no stay of procurement during protests."

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14; Ord. No. 18-34, 10-23-18)

3.7. ADA REQUIREMENT FOR PUBLIC NOTICES

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727-464-4062 (voicedd) fax 727-464-4157, not later than seven days prior to the proceeding.

3.8. ADDITIONAL REQUIREMENTS

The County reserves the right to request additional goods or services relating to this agreement from the Contractor. When approved by the County as an amendment to this agreement and authorized in writing, the Contractor will provide such additional requirements as may become necessary.

3.9. COLLUSION

The Contractor, by affixing a signature to their response, certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

3.10. CONFLICT OF INTEREST

- A. The Contractor, by affixing a signature to their response, represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Contractor further represents that, if it is awarded a contract under this solicitation, no person having any such interest will be employed during the contract term and any extensions. In addition, the Contractor will not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the Contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- B. The Contractor will promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification will identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into

by the Contractor. The County agrees to notify the Contractor of its opinion, by certified mail, within thirty days of receipt of notification by the Contractor.

- C. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

1. Pinellas County Clerk of Circuit Court – Division of Inspector General
2. Phone – (727) 45FRAUD (453-7283)
3. Fax – 727-464-8386

3.11. CONTRACT STANDARD TERMS & CONDITIONS

The awarded contract resulting from this solicitation will be subject to the County's Standard Terms and Conditions effective as of the date of the contract award, available at <https://pinellas.gov/county-standard-terms-conditions/>, and any Special Conditions outlined in this solicitation.

The successful Contractor must be prepared for the County to accept its response as submitted, subject to the Standard and Special Terms & Conditions. The successful Contractor's response will be incorporated into the final contract as the Scope of Work. The County may reject any exception to the Standard or Special Terms & Conditions proposed by the Contractor, and will not be bound by any additional or modified terms and conditions included in the successful Contractor's response that are in conflict with the Standard or Special Terms and Conditions, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

If the successful Contractor fails to sign all documents necessary to successfully execute the final contract within a reasonable time following the award, or (if applicable) negotiations do not result in an acceptable agreement, the County may reject the response or revoke the award, and may begin negotiations with another Contractor. Final contract terms must be approved or signed by the appropriately authorized County official(s).

3.12. CONTRACTOR CAPABILITY / REFERENCES

Prior to agreement award, any Contractor may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Contractors must furnish a reference list of at least four (4) customers for whom they have performed similar services.

3.13. CONTRACTOR LICENSE REQUIREMENT

All Contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any submittal and/or award.

3.14. CORPORATE REGISTRATION

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 www.flsenate.gov/Laws/Statutes/2011/607.1501.

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit dos.myflorida.com/sunbiz/ for this information on how to become registered.

3.15. DESCRIPTION OF GOODS/SERVICES/SUPPLIES

- A. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.
- B. Contractors are required to state exactly what they intend to furnish otherwise they will be required to furnish the items as specified.
- C. Contractor submission must include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.
- D. **ALTERNATES:** Alternates will not be considered unless authorized by the solicitation. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the Contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the OpenGov Q & A section prior to the question deadline, and receive approval prior to the solicitation opening date in order to be considered for award.
- E. **OR EQUAL DETERMINATION:** Where submitting other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

3.16. E-VERIFY

The Contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A Contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they must immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor 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 to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor 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.

Contractor or Subcontractor will insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor will be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

3.17. EXCEPTIONS

Contractor is advised that if it wishes to take exception to any of the terms contained or referenced in this solicitation it must explicitly identify the term and the exception in its response to the solicitation. Contractor's stated exception to a non-negotiable term may disqualify it from consideration for award.

3.18. INDEMNIFICATION

By submitting a response to this solicitation, Contractor understands and agrees that if awarded the indemnification provisions in the <https://pinellas.gov/county-standard-terms-conditions/> apply, subject to Pinellas County Resolution 2006-70 ("Indemnification").

3.19. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor acknowledges that it is functioning as an independent Contractor in performing under the terms of this agreement, and it is not acting as an employee of Pinellas County. The Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the agreement will be considered a material breach and grounds for immediate termination of the agreement.

3.20. INSURANCE

The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in the insurance section below. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of award may result in the County to vacate the original determination or recommendation and proceed with recommendation to another Contractor.

3.21. LOBBYING

All Contractors agree to adhere to Pinellas County Code Section 2-189, which states:

Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective respondent/proposer/protestor from contacting the Purchasing Department or the County Attorney's Office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the respondent, any member of the respondent's staff, any agent or representative of the respondent, or any person employed by any legal entity affiliated with or representing a respondent, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a respondent/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director.

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

3.22. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

The laws of the State of Florida apply to any purchase made under this solicitation. Contractors must comply with all local, state, and federal directives, orders and laws as applicable to this solicitation and subsequent agreement(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this agreement.

3.23. RESPONSIBLE VENDOR DETERMINATION

Vendor is hereby notified that Section 287.05701, Florida Statutes, requires that the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

3.24. NON-EXCLUSIVE CONTRACT

Award of this agreement will impose no obligation on the County to utilize the Contractor for all work of this type, which may develop during the agreement period. This is not an exclusive agreement. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term agreements, this provision will apply separately to each term.

3.25. PROCUREMENT POLICY FOR RECYCLED MATERIALS

- A. Pinellas County wishes to encourage its Contractors to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.
- B. When awarding a purchase or recommending a purchase for products, materials, or services, the Director of Purchasing and Risk Management may allow a preference to a responsive Contractor who certifies that their product or material contains the greatest percentage of postconsumer material. If solicitation includes paper products, Contractor must certify that their materials and/or products contain at least the content recommended by the Environmental Protection Agency (EPA) guidelines.
- C. On all quotes, or as required by law, the Director of Purchasing and Risk Management require Contractors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.
- D. Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying submittal received.

Definitions for Recycled Materials:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

3.26. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated, the Contractor(s) agree to make available to all “Eligible Users” the prices submitted in accordance with the terms and conditions of the contract resulting from this solicitation. Eligible Users means all State of Florida government agencies, the legislative and judicial branches, and political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the resulting contract.

3.27. PUBLIC EMERGENCIES

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County will require a first priority for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a first priority basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

3.28. PUBLIC ENTITY CRIMES STATEMENT

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its submittal and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to submit for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any agreement awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

3.29. PUBLIC RECORDS/TRADE SECRETS

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are “trade secrets” or “confidential” as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation will belong exclusively to the County.

To the extent that Contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Contractor will provide an additional copy of the Contractor’s submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Contractor signature page, Contractor acknowledges and agrees:

- A. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the Contractor will be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its

sole cost, which action will be taken immediately, but no later than ten (10) calendar days from the date of notification or Contractor will be deemed to have waived the trade secret designation of the materials;

- B. That to the extent that the Contractor with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the Contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;
- C. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Contractor, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- D. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Contractor agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire submission document, line item and/or total Contractor prices, the work, services, project, goods, and/or products to be provided by Contractor, or any information, data, or materials that may be part of or incorporated into an agreement between the County and the Contractor is not acceptable to the County and will result in a determination that the Contractor submittal is nonresponsive; the classification as trade secret of any other portion of a submittal document may result in a determination that the submittal is nonresponsive.

3.30. TRUTH IN NEGOTIATIONS

The Contractor certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original agreement amount and any additions thereto will be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the agreement.

4. Special Terms & Conditions

4.1. INTENT

It is the intent of Pinellas County to establish an Agreement for CARES Mobile Medical Unit to be ordered, as and when required.

4.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) *(if the Agreement includes software, online, or digital content services)*

Any terms required by law

4.3. PRICING/PERIOD OF CONTRACT

Unit prices submitted of listed items will be held firm for the duration of the Agreement. Duration of the Agreement will be through delivery and acceptance of all goods/services by County representative.

4.4. TERM EXTENSION(S) OF CONTRACT

Not Applicable

4.5. PRE-COMMENCEMENT MEETING

Upon award of the Agreement, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific Agreement details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

4.6. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

4.7. ASBESTOS MATERIALS

The Contractor must perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Contractor must be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances. The County is responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful Contractor. The County will furnish a copy of the asbestos survey to the successful Contractor. The Contractor must keep this copy on site at all times during the actual demolition.

4.8. SERVICES

The terms below are applicable if the Solicitation includes the provision of SERVICES:

- A. **ADD/DELETE LOCATIONS SERVICES** - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the Contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

4.9. GOODS & PRODUCTS

The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:

- A. **DELIVERY/CLAIMS** - Prices quoted will be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) will be identified at time of order. Successful Contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

4.10. QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

4.11. PERFORMANCE SECURITY

Not Applicable

5. Insurance Requirements

5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

5.2. INSURANCE (Requirements)

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- B. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.
 - 1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk

Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.
- E. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
 - a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
 - b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
 - c. Provide that County will be an additional indemnified party of the subcontract;
 - d. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
 - e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
 - f. Assign all warranties directly to the County; and
 - g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- F. Each insurance policy and/or certificate shall include the following terms and/or conditions:
1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
4. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

5.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

A. Limits

1. Employers' Liability Limits Florida Statutory
 - a. Per Employee \$ 500,000
 - b. Per Employee Disease \$ 500,000
 - c. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

A. Limits

1. Combined Single Limit Per Occurrence \$ 1,000,000
2. Products/Completed Operations Aggregate \$ 2,000,000
3. Personal Injury and Advertising Injury \$ 1,000,000

4. General Aggregate \$ 2,000,000

5.5. BUSINESS AUTOMOBILE OR TRUCKER'S/GARAGE LIABILITY INSURANCE

To cover owned, hired, and non- owned vehicles. If the Vendor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Vendor can show that this coverage exists under the Commercial General Liability policy.

A. Limit

1. Combined Single Limit Per Accident \$1,000,000

5.6. EXCESS OR UMBRELLA LIABILITY INSURANCE

Excess of the primary coverage required, in paragraphs above.

A. Limits

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

5.7. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

6. Scope of Work / Specifications

6.1. REQUIREMENTS

A. Scope of Work

A. Overall Vehicle:

1. The County seeks a fully operational mobile medical unit that can easily and quickly establish services at multiple locations and relocate as needed throughout the workday.
2. The vehicle proposed must meet or exceed the specifications contained herein or must propose similar and provide justification for the deviation.
3. The vehicle should have an overall length of 33-35 feet with body size of 24-26 feet for operations, such as a diesel Freightliner M2 or equivalent.
4. The Gross Vehicle Weight Rating (G.V.W.R) should not exceed 26,000 lb. so that operation of the vehicle does not require a Commercial Driver's License (CDL).
5. While not seeking an electric vehicle proposal at this time, additional points may be awarded for designs that boast enhanced operations, sustainability, energy efficiency, value-added features, or user comfort options.
6. The County seeks a minimum warranty of three (3) years/36,000 miles basic coverage, five (5) years/100,000 miles powertrain.

B. General Description and Basic Layout:

1. The County is seeking a unit that provides maximum flexibility for delivery of basic medical and behavioral health (mental health and substance use) services. The body layout should include, at a minimum, the following components:
 - a. A reception/seating area
 - b. Two (2) rooms:
 - i. One (1) w/exam table with light and pneumatic exam stool
 - ii. One (1) multi-purpose room for counseling, case management and/or telehealth services
 - c. Designated space with a blood draw chair, accessible and free from obstruction by other elements of the unit
 - d. Additional nurse/staff work areas, preferably private or semi-private, including a minimum of two (2) mobile/rolling standing laptop desks that can be stowed when not in use.
2. Based upon current needs, features that need NOT be included are:
 - a. Due to space constraints, a restroom is not required or requested.
 - b. Due to the health privacy needs, temporary or accordion doors/walls should be avoided.
3. The unit should maximize interior and exterior storage for operation and during transport. Proposer should review and optimize the layout for operational space and storage considerations.
4. Additional points may be awarded for enhanced clinical operations, sustainability, energy efficiency, or user comfort, such as the following:
 - a. Use of solar panels to offset electrical needs
 - b. Efforts or features to increase energy efficiency or reduce emissions
 - c. One-piece stairway to reduce the risk of falls
 - d. 360-degree exterior camera system with in-cab and in-clinic monitors to aid in parking as well as provide for security during use. System should include a DVR or storage device to allow for storage of footage for 30 days.
 - e. Fully automated leveling jacks
 - f. Automated, legless awning

g. Additional or extended warranties

C. **Minimum Specifications**

1. Interior

- a. Air exchange roof vents
- b. HEPA Exchange UV air filtration
- c. Easy to clean and disinfect, medical-grade surfaces
- d. Roof-mounted heating/air conditioner unit
- e. Two (2) person seating bench with seatbelts and under-bench storage, in addition to driver and passenger seating
- f. Sink for basic hygiene with associated water and greywater system
- g. Miniature refrigerator for daily vaccine/medication storage
- h. Health Exam Table
- i. Wall mounted, removable sharps and biohazard containers
- j. Space for a wall-mounted automated external defibrillator (AED).
- k. Wall mounted vital signs equipment and otoscope/ophthalmoscope in both the exam and counseling room, such as the Welch Allyn 777 integrated wall system, or equivalent.

2. Exterior

- a. Integrated manual exterior entrance step installed at the entrance
- b. Grab handle installed just inside the entrance door
- c. Awning installed on the passenger side
- d. Rated outlets NEMA 5-15
- e. Leveling jacks sufficient for vehicle specifications
- f. 10kw diesel generator/with Shore Power Capabilities
- g. Vinyl exterior body wrap with county-supplied design and program or county logo/lettering on cab

3. Safety Features

- a. Vehicle equipped with a multipurpose, 5-pound dry chemical fire extinguisher (securely mounted with quick-release)
- b. Standard backup camera with the video feed to the dashboard
- c. Any other required safety features to conform to federal and/or state law
- d. Please explain how your solution conforms to federal and state safety regulations

4. Networking and Computing

- a. Networking to support two (2) independent computers/laptops and a printer
- b. Wi-Fi and cellular equipment to support up to five (5) computers/laptops and devices simultaneously
- c. Pre-installed raceways with Category 6 voice and data wiring products including transmission-compliant Category 6 ScTP Spec. 4485 Type MPRICMR cable, with rip cord installed longitudinally.
- d. All wiring products provided must meet the ANSI/TIA/EIA 568A and I or ANSI I ICEA S-90-661 and Underwriters Laboratories, Canadian Standards Association, and National Electric Code requirements for inside wiring type cables.
- e. Wire to reduce effects of EMI/RFI in hostile electromagnetic environments, suitable for 1 OBASE-T I 100BASE-TX and 1000BASE-T (Gigabit Ethernet) connections, while providing performance of up to 250 MHz
- f. Four pair 24AWG solid bare annealed copper conductors with polyolefin insulation and polyester backed aluminum foil shielding; 0.30 in. outside diameter; DC resistance 8.9 ohms/100m maximum at 20 degree Celsius.
- g. Vendor can propose proven options for Wi-Fi and cable connectivity that meets or exceeds the stated requirements.

h. Equipment Specs:

- 12U Wall Mount Rack Enclosure/Cabinet w/ Door

- Cradlepoint E3000-5GB wireless router
- Parsec Husky PRO Series 4 LTE antenna
- APC Smart-UPS Li-ion 750VA UPS
- Cisco 9200 24-port PoE+ Switch
- ***Note: This will need to be added to the network cabinet, it will need to have a dedicated power outlet connected to shore power when stored at night. It will need to be fed from an external outlet that plugs into a power outlet or extension cord in the storage location.**

1. Electrical

- a. One (1) 120 VAC duplex outlet and one (1) 12VDC automotive “power point” type outlets (separately fused) installed at 2 workstations
- b. Recessed LED lighting throughout the vehicle, including directly over service areas and workstations
- c. Recessed task lighting at anticipated staff work areas
- d. One (1) 2kw inverter installed to provide 120VAC from vehicle electrical and generator for a designated outlet
- e. A minimum of five (5) additional dual 120VAC outlets throughout the vehicle for equipment, instruments, and power needs

A. **Additional Requirements and Submission Guidelines**

1. Proposers must submit a company profile sufficiently detailed to demonstrate experience and industry knowledge, use of qualified project team members, financial and operational stability of the company, and any value-added services offered in purchasing a vehicle from your organization. Additionally, proposers should submit summaries and pictures of at least two (2) examples of similar vehicles constructed within the last three (3) years
2. Proposers must provide Pinellas County with detailed floor plan, including all specified equipment and placement thereof, that best represents the proposed unit.
3. Proposed drawings must be complete and to scale to be considered. At a minimum, proposers must provide detailed scale elevations of the unit being proposed, complete with detailed scale floor plan, including cabinets, exam equipment, sinks, etc.
4. The proposal must also include a detailed specification/equipment list. All minimally required equipment should be noted as such. Please provide separate costs for any additional proposed options that are recommended to enhance clinical operations, sustainability, energy efficiency, or user comfort, but that are not required or were not included in initial requirement specifications (note, the cost for these options will not be included in the scoring section for “Compensation”):
 - a. Please provide separate cost for any recommended, optional exterior features that provide for client comfort while awaiting an appointment.
 - b. Please provide separate cost for any additional safety features that are recommended but not required.
 - c. Please provide cost for any additional extended warranties coverages that are recommended but not included.
 - d. Please provide separate cost to incorporate an integrated chair lift to allow wheelchair access.

5. The proposal may include a narrative, as needed, to demonstrate additional efforts to provide an optimal layout, emphasize construction quality, and/or indicate why deviation from the specifications is recommended or required.
6. The proposal must include a detailed timeline, indicating current and/or proposed availability of the vehicle/chassis and a timeline for buildout. As a federal grant funded project, the vehicle should be completed and **delivered no later than February 28, 2026**, however a more timely delivery may be considered advantageous in the scoring process. This project is funded through the ***Fiscal Year 2023 Capital Assistance for Hurricane Response and Recovery Efforts (CARE) grant.***
7. The awarded proposer is expected to be available for regular video calls or in-person meetings with HS staff no less than monthly, and potentially weekly, until completion and closeout of the awarded contract.

6.2. DELIVERABLES

Proposers are cautioned that when stating delivery time, they are required to be as realistic as possible as failure to deliver as stated may be deemed a material breach of the contract.

The vehicle shall be delivered by the deadline required in the RFP. All equipment shall be delivered to Fleet Management for compliance to specifications. The successful proposer shall be responsible for delivery of vehicles that are properly serviced, clean and in first class condition.

Units shall be delivered with each of the following documents completed:

- a. Statement of Origin
- b. Owner's Manual
- c. Warranty Certificates
- d. Copy of Pre-Delivery Service Report
- e. Window Price Sticker (Affixed) If Applicable
- f. Temporary Tag
- g. Original Invoice & One Copy; Must Be Legible
- h. Application for Certificate of Title and/or Vehicle Registration HSMV-82040
- i. Motor Vehicle Dealer Title Reassignment Supplement DSMV 82994 if required

7. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Vendor Qualifications A statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include: <ul style="list-style-type: none"> i. Demonstrated experience and knowledge of the industry ii. Summary of key staff qualifications iii. Provide a minimum of two (2) examples of similar vehicles built within the last three (3) years iv. Indication of financial solvency and adequate insurance v. Value added services such as company offered warranties, technical assistance, etc. 	0-10 Points	250 (25% of Total)
2.	Approach & Statement of Work A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work. <ul style="list-style-type: none"> i. Adherence to minimum specifications ii. Sufficient detail provided in technical submittal documents iii. Overall demonstration of construction quality iv. Efficiency, utility, and thoughtfulness of layout v. Vehicle aesthetics and comfort vi. Timeline from date of award through delivery of vehicle vii. Justification for deviation from specifications 	0-10 Points	400 (40% of Total)
3.	Options and Enhancements Additional points awarded for options that enhance clinical or vehicle operations but are not required in minimum specifications. This may include sustainability features, energy efficient upgrades, additional comfort or safety features, and/or extended warranties or service. This list is not all-inclusive.	0-10 Points	100 (10% of Total)

4.	Compensation The proposed lump sum compensation to be paid by the County for all minimum requirements identified in the Statement of Work. Pricing for options will not be included in scoring, but may be negotiated upon award.	Points Based	200 <i>(20% of Total)</i>
5.	No Exceptions to RFP Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Agreement must be stated with specificity in its response to the RFP. The points available under this criterion will be deducted if the Proposer takes exception to any language to this RFP package. Failure to provide exceptions with the submittal shall result in the mandatory acceptance of the agreement as submitted herein by default. Exceptions must be submitted on a separate sheet titled: Exceptions.	Points Based	50 <i>(5% of Total)</i>

8. Vendor Questionnaire

8.1. VENDOR QUESTIONNAIRE

Respondents are expected to organize their submittals in such a manner as to facilitate the evaluation process. Submittals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific submittal, criterion, section or paragraph number of the solicitation being addressed.

Evaluators will make a reasonable effort to locate information in the responses; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate credit.

Additional documentation may be requested by the County to ensure contract compliance.

8.1.1. CONTRACTOR ACCEPTANCE FORM*

Download the below documents, complete, and upload.

- [11.13.2024.Vendor.acceptanc...](#)

*Response required

8.1.2. OPENGOV ELECTRONIC PRICING PROPOSAL AND DELIVERY DAYS*

See OpenGov electronic [Pricing Proposal](#). Pricing must be submitted within the OpenGov electronic [Pricing Proposal](#) and all pricing must be completed.

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 www.flsenate.gov/Laws/Statutes/2011/607.1501.

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit dos.myflorida.com/sunbiz/ for this information on how to become registered.

*Response required

8.1.3. SUBMITTAL DOCUMENTS*

Upload your complete Proposal to this solicitation.

*Response required

9. Pricing Proposal

VEHICLE PRICING

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	All-inclusive cost for vehicle and required specifications, including delivery and warranty.	1	\$		
2	Vendor recommended Option 1	1	\$		
3	Vendor recommended Option 2	1	\$		
4	Vendor recommended Option 3	1	\$		
5	Vendor recommended Option 4	1	\$		
6	Vendor recommended Option 5	1	\$		
7	Vendor recommended Option 6	1	\$		
TOTAL					

10. Sample Agreement

AGREEMENT

25-0170-RFP

CARES Mobile Medical Unit

This Agreement (the “agreement” or “contract”) is entered into on the date last executed below (“Effective Date”), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 (“COUNTY”) and [Contractor Legal Name] whose primary address is [Contractor Legal Address] (hereinafter “CONTRACTOR”) (jointly, the “Parties”).

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - c. Solicitation Section 4, titled Special Conditions attached as Exhibit C.
 - d. Solicitation Section 5, titled Insurance Requirements attached as Exhibit D.
 - e. Contractor's response to Solicitation Section 6, titled Scope of Work / Specifications attached as Exhibit E.
 - f. Contractor's response to Solicitation Section 9, titled Pricing Proposal attached as Exhibit F.
 - g. Pinellas County Grant Forms A & B attached as Exhibit G
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. Unit prices submitted of listed items will be held firm for the duration of the Agreement. Duration of the Agreement will be through delivery and acceptance of all goods/services by County representative.

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not exceed [NTE Approval Amount] for [NTE Period] without a written amendment to this Agreement.
2. In no event will annual expenditures exceed [\$] within any given fiscal year without a written amendment to the Agreement.

D. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor:

Signature:

Print Name and Title:

Date:

For County:

Signature:

Print Name and Title:

Date:

ATTACHMENT A
CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS
BID OR PROPOSAL NUMBER: 25-0170-RFP
PROPOSAL TITLE: CARES Mobile Medical Unit

This solicitation is either fully or partially grant-funded. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity (As per Executive Order 11246): During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, CONTRACTORS are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. CONTRACTORS are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Rights to Inventions Made Under a Contract or Agreement: If the federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the County must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government’s Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov> [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORs that apply or bid for an award **exceeding \$100,000** must submit a completed "Disclosure of Lobbying Activities" [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed non-responsive for failure to submit this certification.**

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Affirmative Action Requirements per 41 CFR60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which

shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

(g) Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities

Procurement of Recovered Materials [2 CFR §200.322]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.323 (d)]: The COUNTY will not award contracts containing federal funding on a cost-plus percentage of cost basis.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

4040-0013

Review Public Burden Disclosure Statement

1. * Type of Federal Action:

- ☐ a. contract
☒ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. * Status of Federal Action:

- ☒ a. bid/offer/application
☐ b. initial award
☐ c. post-award

3. * Report Type:

- ☒ a. initial filing
☐ b. material change

4. Name and Address of Reporting Entity:

☐ Prime ☒ SubAwardee Tier if known: ☐

* Name
* Street 1 Street 2
* City State Zip
Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

* Name
* Street 1 Street 2
* City State Zip
Congressional District, if known:

6. * Federal Department/Agency:

7. * Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known:

9. Award Amount, if known:

\$

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name
* Last Name Suffix
* Street 1 Street 2
* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name
* Last Name Suffix
* Street 1 Street 2
* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature:

*Name:

Prefix * First Name Middle Name
* Last Name Suffix

Title:

Telephone No.:

Date:

Federal Use Only:

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