



**CITY OF PANAMA CITY BEACH
REQUEST FOR PROPOSALS
PCB23-15 RFP OCCUPATIONAL PHYSICALS WITH
CANCER SCREENING**

CITY OF PANAMA CITY BEACH
17007 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH, FLORIDA 32413

**Date of Issue: November 15, 2022
Responses Due: December 6, 2022**

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NOTICE TO PROPOSERS
PCB23-15 RFP OCCUPATIONAL PHYSICALS WITH CANCER SCREENING

The City of Panama City Beach is requesting sealed proposals from professional medical service providers to provide onsite medical physicals which include a NFPA 1582 physical with fitness assessment, cardiopulmonary assessment with stress test, cancer screening and disease assessment with blood and laboratory test, for approximately 360 employees of the City of Panama City Beach.

All proposals must be received no later than **Tuesday, December 6, 2022, at 9:00 AM CDT** at which time all Proposals will be publicly opened and read.

The request for Proposal documents may be downloaded online at www.demandstar.com and on the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> starting on Tuesday, August 23, 2022.

- Electronic proposals will **only** be accepted when submitted through the DemandStar Proposal portal. Emailed submissions will not be accepted.
- Alternatively, one (1) unbound original, three (3) complete paper copies along with an electronic copy (USB flash drive preferred) may be delivered to the City Hall Office at the address below. Any sealed Proposal submitted on paper must identify and **clearly mark** the Proposal # **PCB23-15 RFP OCCUPATIONAL PHYSICALS WITH CANCER SCREENING** on the package. Receipt of a Proposal by any Panama City Beach Office, receptionist, or personnel other than the City Hall's front desk does not constitute "receipt" as required by this solicitation. The time received at City Hall shall be conclusive as to the timeliness of receipt.

Note: Any Proposer failing to mark the outside of the envelope as required may not be entitled to have their proposal considered.

All paper Proposals shall be sealed and delivered or mailed to: **City of Panama City Beach Purchasing Manager: Carrie Jagers, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.**

Any and all questions regarding the proposal documents shall be directed to City of Panama City Beach Purchasing Manager: Carrie Jagers, via email: purchasing@pcbfl.gov. The deadline for questions is by the close of business day, seven (7) days prior to the due date. Contact with any other City official or City employee for the purpose of inquiries regarding this proposal or the meaning or interpretation of these specifications shall be grounds for disqualification.

The City reserves the right to accept or reject any and all RFPs in whole or in part, to waive informalities in the RFP documents, to obtain new RFPs, to postpone the opening of RFPs, or in unable to negotiate a satisfactory contract to terminate all negotiations under the RFP and proceed by whatever appropriate means it may elect. Each Request for Proposals shall be valid to the City for a period of ninety (90) days after opening.

The City of Panama City Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call City Clerk, Lynne Fasone, at 850-233-5100 or email at CityClerk@pcbfl.gov to make a request.

REQUEST FOR PROPOSALS

1. **INTRODUCTION:** The City of Panama City Beach is seeking competitive proposals from reliable and qualified companies that will provide onsite comprehensive medical evaluations for our personnel. The contractor shall provide physical examinations with ultrasounds and blood tests for approximately 292 City of Panama City Beach personnel (hereinafter referred to as “employee”) every three years. Additionally, annually, the vendor shall provide physical examinations with ultrasounds and blood tests for approximately sixty-eight (68) City of Panama City Beach Firefighters. This medical physical will create a baseline and subsequent evaluation providing functional metrics which may be used to identify clinically relevant changes. The medical physical shall be provided by the contractor through the use of a board-certified MD and/or mid-level healthcare provider defined as a certified nurse practitioner or physician’s assistant.

The vendor shall be able to provide onsite services, including all services required in the agreement.

2. **BACKGROUND:** Lying along the Gulf of Mexico, the City of Panama City Beach is located in the Florida Panhandle approximately halfway between Tallahassee (98 miles northeast) and Pensacola (92 miles west). The city is 11 miles long and lies on an island between the Gulf of Mexico and St. Andrews Bay, and the total area is 18.6 square miles, 18.4 of which is land.

The current population is estimated at 14,338. That is somewhat misleading as the average daytime population is 22,500 and at the peak of tourist season, can be as high as 100,000. Panama City Beach has an average of 17 million visitors every year.

The City of Panama City Beach personnel all perform an important and vital job. Our Police Department and Fire Rescue perform an important, vital, and dangerous job. The nature of the work and the associated stress that our Emergency Services personnel face place them at a much higher risk for cardiovascular disease and cancer. Furthermore, there is a high rate of injuries in the fire service. A medical evaluation can provide a baseline for every police officer and firefighter and allows for detections of any change in their health during his/her career. Comprehensive medical examinations can have a tremendous impact on reducing firefighter line of duty deaths and/or injuries by identifying and treating higher risk individuals and detecting cancer early with bloodwork and ultrasounds.

Description	Date/Time
Advertise RFP	November 15, 2022
Deadline for Proposers to submit written questions or seek clarification of the specifications	November 29, 2022, 4:00 PM CDT
Proposal Submission Deadline	December 6, 2022, 9:00 AM CDT
Estimated Committee Review and Selection	December 13, 2022
City Council Review and Action	January 12, 2023
Estimated Notice of Award Date	January 12, 2023

TERMS AND CONDITIONS

The City and the successful proposer(s) shall enter into an Agreement for Services that will include, but not limited to and may be superseded by such Agreement, the following terms, and conditions.

1. **ADDENDUM AND AMENDMENTS TO REQUEST FOR PROPOSAL:** If it becomes necessary to revise or amend any part of this Request for Proposal, the City's Purchasing Manager will furnish the revision by written Addendum through the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> and DemandStar's web portal at www.DemandStar.com. Proposers are solely responsible to ensure they have received all addenda(s) before submitting their proposal.
2. **THE CITY RESERVES THE RIGHT TO:**
 - a. Accept or reject any and all Proposals, whole or in part.
 - b. Conduct investigations of the qualifications of the Proposers as deemed appropriate.
 - c. Inspect the individual or organization and take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions.
 - d. Reject all submitted Proposals and provide for the request of additional Proposals whenever it finds that the Proposals submitted are not responsive to the request for Proposals, that the Proposal are not responsible.
 - e. Waive any technicalities or informalities.
 - f. Award a contract deemed to be in the best interest of the City.
 - g. Retain all Proposals and to use any ideas in a Proposal regardless of whether that Proposal is selected.
3. **TERMS:**
 - a. The successful Vendor, with approval from City Council, will enter into a contract with the City of Panama City Beach.
 - b. The initial contract period for the successful Proposer(s) will be for a 1-year period. The agreement may be renewed for five (5) additional one-year terms upon satisfactory performance by the Vendor. The City reserves the right to cancel/not renewal any unused portion of the contract with no penalty at any time with written notice.
4. **ASSIGNMENT:** The successful proposer(s) may not assign, transfer, or otherwise dispose of any rights or obligations of the Contract without prior written consent of the City.
5. **TIME IS OF THE ESSENCE:** A condition that time is of the essence for the proper provision of services of the Contract and that the successful proposer(s) will conduct all required work diligently and as specified by the City.
6. **ANTI-DISCRIMINATION:** The Proposer certifies compliance with the non-discrimination clause contained in Section 202., Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin.

7. **TERMINATION FOR DEFAULT:** Proposers will be in default under the Contract if they commit a material breach of the Contract and as otherwise specified in the Contract. The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Proposer, if the Proposer: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.
8. **PUBLIC RECORDS:** Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his or her response is exempt from disclosure, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records once that information is determined to be available for public inspection.

If the City rejects all Proposals or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Proposal or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued competitive solicitation, or until the City withdraws the reissued competitive solicitation. A Proposal, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all Proposals, Proposals, or replies. The City is a public agency subject to Chapter 119, Florida Statutes. The Proposer shall comply with Florida's Public Records law. Specifically, the Proposer shall:

- 1) Keep and maintain public records required by the public agency to perform the service.
- 2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Proposer does not transfer the records to the public agency.
- 4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Proposer or keep and maintain public records required by the public agency to perform the service. If the Proposer transfers all public records to the public agency upon completion of the contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The failure of the Proposer to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the Proposer has questions regarding the application of Chapter 119 Florida Statutes, to the Proposer' duty to provide public records relating to this contract, contact the custodian of public records at the City of Panama City Beach City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413; 850-233-5100 or CityClerk@pcbfl.gov.

9. EXECUTION OF AGREEMENT: Within fifteen (15) calendar days after notification of award, the successful proposer will execute the Document Services Agreement and simultaneously provide any required insurance certificates, not previously submitted. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.
10. RIGHT TO AUDIT RECORDS: The City shall be entitled to audit the books and records of a contractor or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.
11. FISCAL YEAR FUNDING APPROPRIATION SPECIFIED PERIOD: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.
12. PROPOSER'S CERTIFICATION FORM: Each proposer shall complete the "Proposer's Certification" form included with this request for proposal and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals will be rejected if the proposer's certification is not submitted with the proposal.
13. PUBLIC ENTITY CRIMES FORM: A person or affiliate, as defined in § 287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Proposer under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.01 of the Florida Statutes for category two, for a period of 36 months from the date of being placed on the convicted vendor list.
14. PAYMENT: Upon acceptance of work by the City, the City shall make payment to the Bidder in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

15. INVOICE

A. PROPER INVOICING: For purposes of invoicing procedures, an "invoice" from the contractor, vendor or other party shall include at least the following information:

- a. The full name of the vendor, contractor or other party who is supplying the services including a mailing address and a telephone number.
- b. Identification by office, division, or department of to whom the services were provided including month the invoice applies.

B. DELIVERY OF INVOICE: All invoices shall be delivered to City of Panama City Beach City Hall, Accounts Payable Department, 17007 Panama City Beach Parkway, Panama City Beach, Florida, 32413.

16. DRUG-FREE WORKPLACE CERTIFICATION: By submitting the Drug Free Workplace Form as part of this request for proposal, you are certifying that your company is a drug-free workplace in accordance with § 287.087 of the Florida Statutes.

17. CONFLICT OF INTEREST: The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate, or agent which is also an officer or employees of the City or of its agencies. Proposers must disclose the name of any officer or employee of the City who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

18. E-VERIFY: The awarded Proposer becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021, and requiring all sub-Proposers to provide an affidavit attesting that the sub-Proposer does not employ, contract with, or subcontract with, an unauthorized alien. The Proposer shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a sub-Proposer knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Proposer, the Proposer may not be eligible for or awarded a public contract for a period of 1 year after the date of termination.

19. NON-COLLUSION: The Proposer certifies that this Proposal has not been arrived at collusively or otherwise in violation of federal, state, or local laws. Proposer certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services.

20. AMERICANS WITH DISABILITIES ACT: Persons with disabilities needing a special accommodation to participate in this solicitation should contact the City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413, (850) 233-5100, at least seven (7) days before the date on which the accommodation is requested.

21. INSURANCE AND INDEMNIFICATION: Proposer shall at its expense maintain in force during the Term the insurance on policies and insurers acceptable to the City as required by the City's Insurance Requirements attached hereto as Exhibit "A."
- a. Within thirty days of the date of the Award, and thereafter upon the written request of the City, Bidder shall furnish to the City such certificates of coverage and certified copies of policies pursuant to the City's Insurance Requirements In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Lori Philput, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.
 - b. Regardless of the coverage provided by any insurance, the successful Bidder shall indemnify, save harmless and defend the City, its agents, servants, or employees from and against any and all claims , liability, losses and/or causes of action which may arise from any negligent act or omission of the successful Bidder, its sub-Bidders, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Bid documents and/or resultant contract.
 - c. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Bidder under this Agreement, the City shall promptly cause notice of the claim to be delivered to the successful Bidder and shall afford the Bidder and its counsel, at the Bidder's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

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SCOPE OF SERVICES

It is the intention of this Request for Proposals (RFP) to find an experienced and qualified Vendor that is capable of administering onsite medical physicals in accordance with the Scope of work for **PCB23-15 RFP – Occupational Physicals with Cancer Screening**.

The City will negotiate an Agreement for Services with the successful vendor. The contractor will work with the City of Panama City Beach Human Resources/Risk Management Director, and a designee from each City department to ensure that all requirements of the agreement are met in a timely manner. The medical evaluation shall begin within ten (10) to twelve (12) months of the execution of the Agreement with all members completed within 90 days. This includes the scheduling for physicals and all follow ups. Police Officer and Firefighter physicals shall be done in agreement with the Police and Fire Rescue duty schedule in order to maintain continuous service to the community. The schedule will be agreed upon by both parties at least 30 days prior to the start date of physical testing.

STATEMENT OF WORK

The successful responsible and responsive vendor, who submits a proposal to satisfy the requirements of this solicitation, shall provide a detailed narrative outlining the scope of services.

The City of Panama City Beach will offer the below referenced physical exam to all fulltime members as an initial baseline evaluation.

Each physical shall consist of the following components:

Components of the Occupational Medical Evaluation of Members (NFPA 1582-18, 7.4)

1. Public Safety Exam (NFPA 1582 compliant)
 - Hands-On Physical Exam
 - Vision Exam (Titmus)
 - Occupational Hearing Exam
 - Skin cancer assessment
 - Behavioral Health and Sleep Assessment Screenings
 - Personal Consultation with review of testing results
2. Cardiopulmonary Assessment
 - Echocardiogram (Heart Ultrasound)
 - Resting EKG
 - Treadmill Stress Test with EKG
 - Carotid Arteries Ultrasound
 - Aortic Aneurysm Ultrasound
 - Pulmonary Function Test
3. Cancer and Disease Assessment
 - Thyroid Ultrasound
 - Liver, Gall Bladder, Spleen, & Kidney Ultrasounds
 - Bladder Ultrasound
 - Pelvic Ultrasound for Women (external)
 - Prostate and Testicular Ultrasound for Men

4. Blood and Laboratory Tests
 - Hemocult Test
 - Urinalysis
 - Lipid Panel
 - Diabetes Tests (Hemoglobin A1C and Glucose)
 - Complete Blood Count
 - Comprehensive Metabolic Panel
 - Thyroid Panel
 - PSA (men)
5. Fitness Evaluation (NFPA 1583 ~WFI Guidelines)
 - Muscular Strength and Endurance Evaluation
 - Aerobic Endurance Evaluation (VO2 Max Calc)
 - Flexibility Evaluation
 - Nutrition and Diet Recommendations
 - Personal Fitness Recommendations
 - Body Weight and Composition
6. Medical Clearances -For Annual Firefighter Physicals Only
 - OSHA Respirator Medical Clearance (any employee required to wear one)
 - Firefighter Medical Clearance NFPA 1582

The physical examinations conducted by the contractor must adhere to the following standards:

- a) United States Occupational Safety and Health Administration (OSHA) Regulations (Standards 29 CFR).
- b) National Fire Protection Agency (NFPA) 1582 – 2018 Edition, Standard on Comprehensive Occupational Medical Program for Fire Departments which contains minimal standards for release to work.
- c) United States Department of Transportation (USDOT) 49 CFR 391.41-391.49 excluding drug and alcohol testing.

The “City” comprehensive occupational medical program shall include collection and maintenance of a confidential medical and health information system for members. All medical record keeping shall comply with the requirements of 29 CFR 1910.1020, “Access to employee exposure and medical records,” and other applicable regulations and laws. This database shall include any follow-up or additional fitness and/or medical testing performed outside of these guidelines. The contractor shall initiate and/or update and maintain the appropriate and/or required medical/health records of all persons to whom Contractor provides services on behalf of the City. All health information shall be maintained as part of an individual’s comprehensive medical record, and the contractor shall be responsible for archiving these additional records as a part of each employee’s confidential medical file.

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SUBMITTAL RESPONSES

FORMAT: Request for Proposal should include the following:

1. INTRODUCTION/COVER LETTER: Proposers shall provide a letter of introduction not to exceed two (2) pages. The letter should highlight or summarize whatever information a Proposer(s) deems appropriate as a cover letter; this section shall include the name, address, telephone number and email address of the designated person to whom all correspondence should be directed.
2. A brief overview of the Proposer's operational and relative experience in providing occupational physicals that meet all the criteria set forth in the Statement of Work. The Proposer must have a current and active business license and be in good standing with the State of Florida.
3. An executive summary of the approach and methodology to be used to accomplish the Scope of Work of this RFP, highlighting the Proposer's understanding of all elements of the work.
4. Provide a list of the staff members who will be assigned to the City to provide the services. Include resumes, credentials, and applicable licenses.
5. Provide a list of a minimum of 5 clients the vendor is currently servicing that are similar in size and scope to the City.
6. The Proposer shall identify any pending lawsuits, past litigation relevant to the subject matter of this RFP, providing a statement of any litigation or pending lawsuits that have been filed against the Company in the last five years.
7. Any other information that proves the Proposer is capable to provide the medical services as requested by the City of Panama City beach.
8. References (at least three), including when and where your business provided similar services. Please provide the names and telephone numbers of contact person for each reference.
 - The City reserves the right to conduct reference checks for firms submitting proposals. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or their ability to successfully perform the contract to be executed based on this RFP, the City may, at its sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work. The City also reserves the right to check references from others not identified by the Vendor.
9. Proposed compensation. Proposals should include completed Exhibit B - Cost Estimate sheets, to provide a total cost per physical in a separate, sealed envelope or PDF file marked "Cost Estimate." The City plans to evaluate the qualifications of all firms submitting proposals before considering the Cost Estimate.
10. Any other information deemed necessary by the Proposer.

The complete submittal package is not to exceed twenty (20) pages excluding the standard forms.

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EVALUATION AND AWARD

The responses will be evaluated using two sets of criteria. Proposers meeting the mandatory criteria will have their proposals evaluated for responsiveness. Responsive Proposers will then be scored on technical qualifications including the Proposers cost for services and ongoing closed captioning services cost.

The following represents the principal criteria which will be considered during the evaluation process.

A. MANDATORY ELEMENTS

1. The Proposer adheres to the instructions in this proposal on preparing and submitting a complete proposal.
2. The Proposer has provided sufficient information to substantiate the vendor's knowledge and experience with occupational physicals with cancer screenings.
3. The Proposer has executed all the required proposal documents.

B. TECHNICAL QUALITY

1. Proposer meets or exceeds the needs described in the Scope of Services Required – Understands the work plan – Customer service, comparable client services, clarity of forms and procedures, and hours available. (50 points)
2. Vendor experience, credentials, licensures, qualifications of individual(s) employed by the vendor. (25 points)
3. Cost – Fee schedule – cost per physical. (25 points)

EVALUATION COMMITTEE – An Evaluation Committee consisting of at least three members assembled by the City Manager will review and evaluate each Proposal submitted in response to this RFP based on the evaluation criteria and weighting identified herein. Submissions will be evaluated to determine those that best meet the needs of the City. Acceptance and approval of each proposal will be based on an evaluation of the information submitted by the applicants. The Evaluation Committee will tentatively meet on Tuesday, December 13, 2022 at 10:00 AM CDT in the City Hall Conference Room to evaluate and rank all firms.

1. After evaluation and ranking of submittals, the City at its sole discretion, recommend the highest ranked firm to the City Council for award.
2. The City reserves the right to reject all proposals. In the event the City does so, it shall provide in writing to all proposers the reason for its rejection.

POINT OF CONTACT DURING EVALUATION PROCESS – The Purchasing Manager, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the Evaluation Committee to rate the submissions properly and accurately.

1. Discussion of proposals – The Purchasing Manager, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirement. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such

revisions may be permitted after submission prior to the “short-list” for the purpose of obtaining best and final offers. When conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by Florida Public Records Law, Chapter 119, Florida Statutes.

2. A proposer shall address any questions regarding interpretation of the RFP or the process to the Purchasing Manager, in writing and in sufficient time before the specific period set prior to the opening of the Request for Proposals.

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PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, and any other documents accompanying or made a part of this RFP.

I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Request for Proposal.

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

NAME OF BUSINESS: _____

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

EMAIL: _____

State of: _____

County of: _____

Acknowledged and subscribed before me on the _____ day of _____,
2022, by _____, as the _____
of [business] _____.

Signature of Notary Notary Public, State of _____

Personally Known _____-OR- Produced Identification of: _____.

ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Request for Proposals (Give number and date of each):

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

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SUBMITTAL IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS: _____

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

**DRUG FREE WORKPLACE
STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON PREFERENCE TO
BUSINESSES WITH DRUG-FREE WORKPLACE
PROGRAMS**

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the City for this PRODUCT and SERVICE, a bid received from a BIDDER that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in paragraph (1).
4. In the statement specified in paragraph (1), notify the employees that, as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

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

BIDDER SIGNATURE

[END OF DRUG-FREE WORKPLACE]

PUBLIC ENTITY CRIMES
FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS
AND SUBMITTED WITH THE BID

1. This sworn statement is submitted to _____

by _____

For _____

Whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is

(If the entity has no FEIN, include the Social Security Number of the individual signing
this sworn statement): _____

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury

verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that "affiliate" as defined in Section 2871.33 (1)(a), Florida Statutes, means:

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

4. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

_____ Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vendor list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

By: _____

Print name: _____

Its: _____

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires _____

[printed, typed, or stamped
Commissioned Name of Notary Public]

[END OF PUBLIC ENTITY CRIMES]

CONFLICT OF INTEREST STATEMENT

Check one:

To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate, or agent of the Respondent who is also an officer or employee of the City or of its boards or committees.

LITIGATION STATEMENT

Check One:

The undersigned Respondent has had no litigation and/or judgments entered against it by any local, state, or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

or

The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state, or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

**NON-COLLUSION
AFFIDAVIT**

STATE OF FLORIDA
COUNTY OF _____

_____ being, first duly sworn, deposes and says that he is of _____, the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 2022.

Notary Public

CONTRACTOR E-VERIFY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/ PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this contract on the good faith belief that the Contract or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

STATE OF FLORIDA _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on, this _____ day of _____, 20____, by

_____ (name of person whose signature is being notarized) as the _____ (title) of _____

_____ (name of corporation/entity), personally known _____, or produced _____ (type of identification) as identification, and who did/did not take an oath.

Notary Public

My Commission Expires: _____
NOTARY SEAL ABOVE

Printed Name

Initial Page: _____ Owner _____ Contractor

Exhibit A

INSURANCE REQUIREMENTS

SECTION 1: DEFINITIONS

"**Location**" means the location subject of the Subcontract/Purchase Order.

"**Project**" means the project subject of the Subcontract/Purchase Order.

"**Scope**" means the scope of work to be provided by the Subcontractor under the Contract or the Goods and Services to be supplied and performed by Seller under the Purchase Order, as applicable.

"**State**" means a state of the United States or the District of Columbia or the Commonwealth of Puerto Rico, as applicable

"**Alternate/ Leased Employer Endorsement**" is an endorsement added to a workers compensation policy that provides an entity scheduled as an alternate employer with primary workers compensation and employers liability coverage as if it were an insured under the policy. This endorsement is commonly used when a temporary help agency (the insured) is required by its customer (the alternate employer) to protect the alternate employer from claims brought by the insured's employees.

SECTION 2: STANDARD INSURANCE COVERAGES

Successful Bidder shall comply with the following:

1. Unless higher limits or additional coverages are required by the Contract/Purchase Order or Owner Contract, the Successful Bidder shall secure and maintain the minimum from the earlier commencement of work or the effective date of the Contract/Purchase Order insurance coverages and limits required by this Exhibit A.
2. Failure of the Contractor/Buyer to identify deficiencies in any insurance provided by Successful Bidder shall not relieve Successful Bidder from any insurance obligations. Required coverages are as follows:

2.1. Commercial General Liability Insurance Coverages:

Commercial General Liability insurance using ISO's CG 00 01 or its substantial equivalent with **City of Panama City Beach** as an additional insured using ISO's CG 20 10 or its substantial equivalent for ongoing operations and ISO's CG 20 37 or its substantial equivalent for completed operations with the following minimum limits:

- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products-Completed Operations Limit
- \$500,000 Damage to Rented Premises

Per Project using ISO's CG 25 04 or its substantial equivalent

Initial Page: _____ Owner _____ Contractor

The Successful Bidder must disclose to **City of Panama City Beach** any endorsements that limit or exclude coverage customarily provided by ISO's CG 00 01.

The Successful Bidder's Commercial General Liability policy shall not contain an exclusion or restriction of coverage for the following:

1. Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
2. Claims for property damage to the Successful Bidder's Work arising out of the products-completed operations hazard where a Subcontractor performed the damaged Work or the Work out of which the damage occurs.
3. Claims for bodily injury other than to employees of the insured.
4. Claims for indemnity arising out of injury to employees of the insured.
5. Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
6. Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
7. Claims related to residential, multi-family, or other habitational projects if the work is to be performed on such a project.
8. Claims related to roofing, if the work involves roofing.
9. Claims related to exterior insulation finish systems (EIFS), synthetic stucco, or similar exterior coatings or surfaces if the work involves such coatings or surfaces.
10. Claims related to earth subsidence or movement, where the work involves such hazards.
11. Claims related to explosion, collapse, and underground hazards, where the work involves such hazards.

The Successful Bidders Commercial General Liability insurance will remain in force with annual policy periods for the period of the statute of repose applicable to this project. *Alternatively, suppose a "project-specific" General Liability policy is used to satisfy these requirements. In that case, it must be endorsed to provide extended completed operations for the period of the statute of repose applicable to this project.*

2.2. Workers Compensation

Worker's Compensation Insurance and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Worker's Compensation laws of any applicable jurisdiction in which the Scope is to be performed and minimum limits.

- **Bodily Injury by Accident - \$100,000 Each Accident**
- **Bodily Injury by Disease - \$500,000 Policy Limit**
- **Bodily Injury by Disease - \$100,000 Each Employee**

Policy coverage terms and conditions to include:

- USL&H – where applicable.
- Jones Act – where applicable.
- All State's endorsement – where applicable.
- Employers Liability/Stop Gap Liability if work is performed in Washington, Wyoming, Ohio, North Dakota, or the Commonwealth of Puerto Rico.

Initial Page: _____ Owner _____ Contractor

- For the attainment of Workers Compensation in monopolistic states and Puerto Rico, coverage must be secured through the state fund of that State.
- The certificate must identify that coverage applies in the State where the Project is located.

2.3. Automobile Liability

Commercial Automobile Liability insurance covers all owned, leased, and non-owned vehicles used in connection with the Scope. Business Auto Coverage Form using ISO's CA 00 01 or its substantial equivalent including liability coverage for all autos owned (Symbol 1), rented, hired, or borrowed by the contractors, as well as liability coverage for mobile equipment subject to compulsory insurance or financial responsibility laws or other motor vehicle insurance laws with the following minimum limit:

- **\$1,000,000 – Any One Accident – Combined Single Limit**

Suppose the Contractor/Sub-Contractor/Vendor is responsible for removing any pollutants from a site. In that case, the Successful Bidder will need to cover its automobile exposure for transporting the pollutants from the site to an approved disposal site. Therefore, auto liability coverage should be endorsed to include the required auto pollution endorsements and Motor Carrier Act Endorsement, MCS 90, and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).

2.4. Umbrella or Excess Liability Required: **Yes**

Also, the Successful Bidder shall provide an umbrella or excess liability insurance providing in excess of the underlying Commercial General Liability, Business Automobile Liability, Pollution Liability (if required), and Employers' Liability insurance above, with the following minimum limits:

- **\$1,000,000 Each Occurrence**
- **\$1,000,000 Annual Aggregate** (where applicable in the underlying)

Such umbrella or excess liability policy shall provide substantially the same coverage as the underlying Commercial General Liability (including **City of Panama City Beach** as additional insured), Business Automobile Liability, Pollution Liability, and Employers' Liability insurance. In addition, it shall expressly provide that the umbrella or excess policy will drop down over the underlying insurance's reduced or exhausted aggregate limit. The umbrella or excess policy shall also be primary insurance to **City of Panama City Beach** (including primary insurance to **City of Panama City Beach's** own Commercial General Liability and Umbrella policies), and Successful Bidder's umbrella insurer agrees not to seek contribution from **City of Panama City Beach** insurance.

2.5. Professional Liability Required: **No**

Professional Liability Insurance is required to cover liability for claims that arise from the errors, omissions, or acts of the Successful Bidder or any entity the Successful Bidder is legally responsible in the provision of professional services. The policy shall be primary and non-contributory, with the insuring agreement to read: "to pay on behalf of" and shall be effective (retroactively, if applicable) from the commencement date of all professional activities in connection with the Scope. The coverage shall be maintained for three years following the final acceptance of the Project.

Initial Page: _____ Owner _____ Contractor

Minimum limits are:

- **Prime Design Professional: Choose limits when required per claim/annual aggregate;**
- **Sub-Design Professional: Choose limits when required per claim/annual aggregate.**

Upon request, a copy of the policy shall be provided to **City of Panama City Beach**. Coverages shall not include any exclusions or other limitations related to the scope of the services, delays in project completion, or cost overruns.

For Professional Liability Insurance, the term "Prime Design Professional" means the architect and/or engineer providing architectural, engineering, and/or other professional services under a contract directly with our company. The term "Sub-Design Professional" means any architect and/or engineer providing architectural, engineering, and/or other professional services directly or indirectly to a Prime Design Professional in connection with the project. A Prime Design Professional is also a Contractor/Subcontractor, and a Sub-Design Professional is also a Sub-subcontractor.

2.6 Riggers Liability Required: **No**

If marked as required, the Scope involves the rigging, hoisting, lowering, raising, or moving of property or equipment belonging to others. Riggers Liability Insurance is required to insure against physical loss or damage to the property or equipment.

2.8 Aircraft/Watercraft: Required: **No**

If marked as required, the Scope involves using any owned, leased, chartered, or hired aircraft or watercraft of any type. As applicable, Aircraft Liability Insurance or Watercraft Liability Insurances required in an amount of not less than **Choose limits when required** per occurrence, including Passenger Liability for bodily injury and property damage.

2.9 Property Insurance:

Property Insurance coverage for tools and equipment owned, leased, or used by the Subcontractor/Seller in the performance of the Scope. The Property Insurance shall extend to equipment, materials, and supplies stored off the Project site or in transit to the Project site to be furnished as part of the Scope and incorporated into the Project.

2.9.1 Pollution Liability Insurance: Required: **No**

Successful Bidder shall secure and maintain the minimum Pollution Liability Insurance coverage and limits required by this Exhibit A from the effective date of the Contract/Purchase Order until the end of the applicable warranty period. The policy shall be submitted to the Contractor/Buyer for review and approval before commencement of the Scope. Failure of the Contractor/Buyer to identify deficiencies in the Pollution Liability Insurance provided by Subcontractor/Vendor shall not relieve Subcontractor/Vendor from any obligations.

Minimum limits are: Including Cleanup Cost

- Choose limits when required **per occurrence or claim**
- Choose limits when required **policy aggregate.**

Initial Page: _____ Owner _____ Contractor

The coverage shall be as follows: Subcontractor shall provide Pollution Liability Insurance covering all asbestos, lead, and any other pollution operations. If the policy contains a general aggregate, this aggregate must apply on a per-project basis and shall be evidenced on Subcontractor's/Vendors Certificate of Insurance. The limits shall not be subject to reduction as to the Contractor/Buyer or Owner because of any claim asserted against the Subcontractor/Vendor other than in connection with the Scope. Instead of indemnifying, the policy must read "to pay on behalf of." In addition, the following coverages must be included: (1) Completed Operations (five (5) year continuation beyond completion of the Scope); (2) Broad Form Contractual and Independent Contractors (including coverage for third party over claims); (3) On-Site, Off-Site and In-Transit exposures; and (4) Loading and Unloading. Exclusions or restrictions pertaining to mold and EIFS are not permitted. The coverage may be written on an "occurrence" or "claims made" basis. If written on a "claims made" basis, the retroactive date must be included to coincide with the effective date of the Subcontract/Purchase Order, and an extended reporting period (three (3) years minimum) must be included.

The coverage may be written on an "occurrence" or "claims made" basis. If written on a "claims made" basis, the retroactive date must be included to coincide with the effective date of the Subcontract/Purchase Order, and an extended reporting period (three (3) years minimum) must be included.

Deductibles/Denial of Claims:

Contractor/Vendor shall be responsible, at no additional cost to Contractor/Buyer, for the payment of any deductibles or self-insured retention in connection with the insurance coverages required by this Exhibit A both for itself and all Additional Insureds. Any self-insured retention or deductible in excess of \$25,000 must be declared when Subcontractor/Seller submits its bid and must be approved explicitly by Contractor/Buyer before executing the Subcontract/Purchase Order. Subcontractor/Seller shall be responsible for any loss arising from coverage denial by its insurance carrier.

Leased Successful Bidder Employee Liability

If the leases one or more employees through the use of a payroll, employee management, or other company, the Successful Bidder must directly procure workers compensation/employer's liability insurance. The insurance shall be written on a "Minimum Premium" or "If Any" policy form.

In addition, the worker's compensation/employer's liability coverage provided to and for the leased employees by the payroll, employee management, or other company must be evidenced and include an **Alternate / Leased Employer Endorsement** or its substantial equivalent WC endorsement for that State, naming Successful Bidder as the alternate employer.

Insurer Requirements

Each insurer providing insurance coverage as required by this contract shall be a licensed admitted insurer authorized to issue such coverages in each State in which any part of the Scope is performed. The insurer shall be acceptable to **City of Panama City Beach** and have an AM Best rating of "A-" or better.

Before accepting the Contractor/Sub-Contractor/Vendor's bid, City of Panama City Beach reserves the right to require more significant limits based on the nature of the operations performed by the Successful Bidder.

Initial Page: _____ Owner _____ Contractor

Certificate of Insurance

Before commencing its performance and throughout the warranty period under the Contract /Purchase Order, the Successful Bidder shall provide **City of Panama City Beach** a current certificate of insurance evidencing the coverages required by this contract (a sample Certificate of Insurance is attached for reference purposes).

Sub-subcontractor/Sub-Vendor

Before permitting any lower tier Sub-subcontractor/Sub-vendor to perform Scope under the Contract/Purchase Order, the Successful Bidder shall require its sub-subcontractor/Sub-vendor to maintain insurance in like form and amounts to that required herein. Successful Bidder shall be responsible for ensuring that its sub-subcontractor/Sub-vendor maintains insurance in like form and amounts and shall provide evidence of same to **City of Panama City Beach** if requested.

Any subcontractors engaged by the Contractor shall comply with the above requirements. Consideration for specific trades can be made with prior approval.

Notice of Cancellation

All insurance coverages required by this contract shall contain a provision that the coverage afforded hereunder cannot be canceled, non-renewed, allowed to lapse, or have any restricted modifications added unless at least thirty (30) days prior written notice has been given to **City of Panama City Beach**

Additional Insureds

All insurance required by this contract (excluding only Workers Compensation Insurance and Professional Liability Insurance) shall name the City of Panama City Beach and its officials, employees, and volunteers as Additional Insureds and any other parties as required by the Owner Contract, and shall be primary and non-contributory to any insurance maintained by Indemnified Parties and Additional Insureds and any other parties as required by Owner Contract, all of which shall be stated on the Certificate of Insurance provided by the Successful Bidder.

The General Liability Additional Insured Endorsement shall use ISO's or CG 2010 or its substantial equivalent for ongoing operations and ISO's CG 20 37 or its substantial equivalent for completed operations. By endorsement or policy language, evidence of Additional Insured and Primary and Non-Contributory coverage must be provided with the certificate of insurance for General Liability. The Successful Bidder's insurers will provide insurance to **City of Panama City Beach**, on a primary basis and agree not to seek contribution from insurance by using ISO's CG 20 01 or its substantial equivalent. Successful Bidders insurers also agree to waive rights of subrogation against **City of Panama City Beach** using ISO's CG 24 04 or its substantial equivalent.

Waiver of Subrogation

All insurance coverages maintained by Successful Bidder shall include a waiver of any right of subrogation of the insurers thereunder against Indemnified Parties and Additional Insureds and all of their respective assigns, subsidiaries, affiliates, employees, insurers, and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy (Workers Compensation – where permitted).

The Successful Bidder further waives all claims and all rights of subrogation against Indemnified Parties' and Additional Insureds' other contractors and all of their respective assigns, subsidiaries, affiliates, employees, insurers, and underwriters for loss of, or damage to, contractors Scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by **City of Panama City Beach**. If any of the Indemnified Parties and Additional Insureds are partially or wholly self-insured, then the waiver of subrogation shall apply as if their insurance covered them.

Initial Page: _____ Owner _____ Contractor

Insurance Policy Review/Exclusions/Copies

City of Panama City Beach, can receive copies of all insurance policies upon request. Policies shall not contain any exclusions that are unacceptable to **City of Panama City Beach**. If requested by **City of Panama City Beach**, all insurance carriers must certify all policies as accurate and complete. At their sole discretion, policies shall not contain any unacceptable exclusions to **City of Panama City Beach**. **City of Panama City Beach**'s right to review and approve all insurance policies will not constitute a waiver of any rights created by or provisions contained in this contract should they differ from those contained in such policies.

Claims-Made Policies

Except for Professional Liability Insurance, claims-made policies are not acceptable.

Effect of Specified Coverages

The Insurance obligations under this agreement shall be 1—all the Insurance coverage and/or limits carried by or available to the Contractor; or 2—the minimum Insurance coverage requirements and/or limits shown in this agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which apply to a given loss, shall be available to **City of Panama City Beach**. No representation is made that this agreement's minimum insurance requirements are sufficient to cover the Contractor's obligations under this agreement.

Breach of Insurance Requirements

Successful Bidder's failure to obtain and maintain insurance coverages as required by this Exhibit A or any other Exhibit or attachment shall constitute a material breach of the Contract/Purchase Order. In such event, in addition to any other rights and remedies contained in the Contract/Purchase Order, (i) **City of Panama City Beach** may, at its option, terminate the contract for default; (ii) **City of Panama City Beach** may, at its option, purchase such coverage and back charge the premium and associated costs to Successful Bidder; and/or (iii) any of the Indemnified Parties, or Additional Insureds can require, that contractor and/or its subcontractors to pay for all attorney's fees, expenses, and liability as a result of any claim or lawsuit for which coverage would have been provided to the Indemnified Parties or Additional Insureds under contractors insurance program but for a breach by Contractor or any of its subcontractors.

Furthermore, to the extent of their respective interests, the Insurers of those entities that were to be included as Additional Insureds are deemed third-party beneficiaries of the insurance procurement obligation and have the same rights against the breaching party as the Indemnified Parties or Additional Insureds.

If any of the preceding insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required. If the insurer does not furnish any information concerning the reduction of coverage, it shall be furnished by the contract with reasonable promptness according to the Successful Bidder's information and belief. Suppose Successful Bidder fails to maintain insurance. **City of Panama City Beach** may (at its sole option) terminate the Successful Bidder or place such insurance and deduct any cost, fees, and related expenses from Successful Bidder pay request.

Any Successful Bidder engaged by the Contractor shall comply with the above requirements. Consideration for specific trades can be made with prior approval.

City of Panama City Beach

Endorsements to be attached:

General Liability	Endorsement #	Edition Dates	Carrier	Policy #'s to be listed
Added Insured - Ongoing Operations	CG 20 10	All	ISO Standard or Equal	Yes
Added Insured – Completed Operations	CG 20 37	All	ISO Standard	Yes
Waiver of Subrogation	CG 24 04		ISO Standard	
Primary & Non-Contributory	CG 20 01		ISO Standard	
Automobile Liability				
No Endorsements Required				
Umbrella or Excess Liability				
List all lines this policy applies.				
Workers Compensation				
Waivers of Subrogation	WC 00 03 13		ISO Standard	Yes
Alternate Employer Endorsement	WC 00 03 01 A		ISO Standard	Yes

* State Waiver of Subrogation Provisions Overview: Kansas, Kentucky, Missouri, New Hampshire, and New Jersey disallow waivers of subrogation by statute. However, only Kansas and Missouri bar waivers of subrogation in the construction industry. (Note that Kansas does not prohibit the use of waivers of subrogation for consolidated or wrap-up insurance programs.) The monopolistic states either disallow waivers of subrogation or allow the state fund to make that decision. The remaining states allow for waivers of subrogation through judicial interpretation or administrative rules.

*Stop Gap endorsement required in monopolistic states such as ND, OH, WA WY, or Puerto Rico

*Coverage must apply in the State where the work is being performed if the vendor is from a state other than the one where the project is located.

We accept endorsements that are equal to those requested. Most insurance company forms are manuscript; therefore, they might not be compliant (most are not). We review all forms during the review process. Forms that are compliant today may not be compliant tomorrow. Our decisions are based on case law and claim history. Additional Insured or Organization Name to be listed on all endorsements along with policy numbers as applicable. Blank endorsements will not be excepted. Sample Endorsements Attached

Blanket Certificates of Insurance

For ease of paperwork, subcontractors may submit insurance documentation on a blanket basis to work on multiple projects under just one insurance certificate. (View sample certificate above or in compliance database)

Subcontractor performing work on multiple projects in the same State

Each of our projects requires a project-specific certificate of insurance (COI) for EACH project they work on; however, a lot of our Subcontractors are doing multiple projects in one State, which creates an opportunity to reduce paperwork by providing a blanket certificate of insurance and allowing the Subcontractor to work on all projects (Non-OCIP or CCIP) under one COI. If providing a blanket certificate, the following guidelines will be in addition:

1. On the COI, instead of stating an individual project name, replace with the following verbiage in the Description of Operations section of the certificate: **"All projects performed for City of Panama City Beach**
2. When stating the additional insureds, state the following along with the other required Description of Operations wording: "All insurance (excluding Workers Compensation and Professional Liability) include Owner, City of Panama City Beach, Indemnified Parties, any other parties as required by Owner Contract and their respective directors, officers, employees, and affiliates as Additional Insureds, and shall be primary and non-contributory to any insurance maintained by Additional Insureds."
3. All endorsements and waivers must be blanket-based, either per form or blanket wording. For example, a contract requires endorsements/waivers in such schedules instead of listing each entity.

Commercial General Liability

CG 20 10 10 01

POLICY NUMBER: **Required** COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

Certificate Holders Name

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added.
 - 2. Exclusions
 - This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 37 10 01

POLICY NUMBER: **Required** COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

Certificate Holders Name

Location And Description of Completed Operations:

All locations required by contract

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

CG 24 04 05 09

POLICY NUMBER: **Required** COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
SCHEDULE

Name Of Person Or Organization:

Certificate Holders Name

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 20 01 04 13

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Workers Compensation

WC 00 03 13

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

In Favor of:

Certificate Holders Name and Project Owner

Work Performed by:

Client (Our Subcontractor)

Client Address

On the Following Project or Location

All Projects or Locations as Required by Contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured	Effective Policy No. Required	Endorsement No. Premium
Required		
Insurance Company	Countersigned by _____	
Required		

WC 00 03 13
(Ed. 4-84)

WC 00 03 01 A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 01 A
(Ed. 2-89)

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

- | | |
|--|----------------------------|
| 1. Alternate Employer | Address |
| Our Subcontractor - Not the PEO | Our Subcontractors Address |
| 2. State of Special or Temporary Employment | |
| All Applicable States | |
| 3. Contract or Project | |
| All Locations or Projects Required by Contract | |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	Date Here is Required	Policy No.	Endorsement No.
Insured		Policy Number Required	Premium \$
Required			
Insurance Company	Countersigned by _____		
Required			

WC 00 03 01 A
(Ed 2-89)

PCB23-15 - RFP - Occupational Physicals
Exhibit B - Cost Estimate Form

Exam Component	Price
1. Public Safety Exam (NFPA 1582 compliant) <ul style="list-style-type: none">· Hands-On Physical Exam· Vision Exam (Titmus)· Occupational Hearing Exam· Skin cancer assessment· Behavioral Health and Sleep Assessment Screenings· Personal Consultation with review of testing results	<input type="text"/>
Total Price	
2. Cardiopulmonary Assessment <ul style="list-style-type: none">· Echocardiogram (Heart Ultrasound)· Resting EKG· Treadmill Stress Test with EKG· Carotid Arteries Ultrasound· Aortic Aneurysm Ultrasound· Pulmonary Function Test	<input type="text"/>
Total Price	
3. Cancer and Disease Assessment <ul style="list-style-type: none">· Thyroid Ultrasound· Liver, Gall Bladder, Spleen, & Kidney Ultrasounds· Bladder Ultrasound· Pelvic Ultrasound for Women (external)· Prostate and Testicular Ultrasound for Men	<input type="text"/>
Total Price	
4. Blood and Laboratory Tests <ul style="list-style-type: none">· Hemocult Test· Urinalysis· Lipid Panel· Diabetes Tests (Hemoglobin A1C and Glucose)· Complete Blood Count· Comprehensive Metabolic Panel· Thyroid Panel· PSA (men)	<input type="text"/>
Total Price	
5. Fitness Evaluation (NFPA 1583 ~WFI Guidelines) <ul style="list-style-type: none">· Muscular Strength and Endurance Evaluation· Aerobic Endurance Evaluation (VO2 Max Calc)· Flexibility Evaluation· Nutrition and Diet Recommendations· Personal Fitness Recommendations· Body Weight and Composition	<input type="text"/>
Total Price	
6. Medical Clearances -For Annual Firefighter Physicals Only <ul style="list-style-type: none">· OSHA Respirator Medical Clearance (any employee required to wear one)· Firefighter Medical Clearance NFPA 1582	<input type="text"/>
Total Price	
Total Price For Firefighter Exam	<input type="text"/>

Exam Component	Price
1. Public Safety Exam (NFPA 1582 compliant) <ul style="list-style-type: none"> · Hands-On Physical Exam · Vision Exam (Titmus) · Occupational Hearing Exam · Skin cancer assessment · Behavioral Health and Sleep Assessment Screenings · Personal Consultation with review of testing results 	
Total Price	
2. Cardiopulmonary Assessment <ul style="list-style-type: none"> · Echocardiogram (Heart Ultrasound) · Resting EKG · Treadmill Stress Test with EKG · Carotid Arteries Ultrasound · Aortic Aneurysm Ultrasound · Pulmonary Function Test 	
Total Price	
3. Cancer and Disease Assessment <ul style="list-style-type: none"> · Thyroid Ultrasound · Liver, Gall Bladder, Spleen, & Kidney Ultrasounds · Bladder Ultrasound · Pelvic Ultrasound for Women (external) · Prostate and Testicular Ultrasound for Men 	
Total Price	
4. Blood and Laboratory Tests <ul style="list-style-type: none"> · Hemocult Test · Urinalysis · Lipid Panel · Diabetes Tests (Hemoglobin A1C and Glucose) · Complete Blood Count · Comprehensive Metabolic Panel · Thyroid Panel · PSA (men) 	
Total Price	
5. Fitness Evaluation (NFPA 1583 ~WFI Guidelines) <ul style="list-style-type: none"> · Muscular Strength and Endurance Evaluation · Aerobic Endurance Evaluation (VO2 Max Calc) · Flexibility Evaluation · Nutrition and Diet Recommendations · Personal Fitness Recommendations · Body Weight and Composition 	
Total Price	
Total Price For General Employee Exam	
Total Cost for all Services	