



**Occupational Health Services
Solicitation 4453-15-RD**

Issue Date: March 20, 2015

Closing Date: April 14, 2015 due by 3:00 P.M.

Location: City Hall/Procurement Services Division
2600 Hollywood Boulevard, Room 303
Hollywood, Florida 33020

March 20, 2015

City of Hollywood, Florida
Solicitation # 4453-15-RD

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): _____ Federal Tax Identification Number: _____

If Corporation - Date Incorporated/Organized: _____

State Incorporated/Organized: _____

Company Operating Address: _____

City _____ State _____ Zip Code _____

Remittance Address (if different from ordering address): _____

City _____ State _____ Zip Code _____

Company Contact Person: _____ Email Address: _____

Phone Number (include area code): _____ Fax Number (include area code): _____

Company's Internet Web Address: _____

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature: Date

Type or Print Name: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLDHARMLESS/INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE BID/PROPOSAL BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FORM THE AWARD PROCESS.

SUBMISSION

Response to this Request must be submitted to the City of Hollywood, City Hall, City Clerk's Office, 2600 Hollywood Boulevard, Room 221, Hollywood Florida 33020 in a sealed envelope marked with a completed solicitation label below, with the specified number of copies, no later than the time and date specified in this solicitation.

Always use the label the below on all packages when returning your bid or proposal to the City



A:
Bid/Proposal Name: Occupational Health Services
Bid/Proposal Number: 4453-15-RD
Bid/Proposal Opening Date: April 14, 2015

Firm Name/Address: _____

Return to:

City of Hollywood, Florida
c/o: Office of City Clerk
2600 Hollywood Blvd., Rm#: 221
Hollywood, Florida 33020

RESPONSE MUST INCLUDE:

One (1) original
Eight (8) Copies
One (1) complete electronic copy (CD)

Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

CONE OF SILENCE

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

PROCUREMENT SERVICES

CONTACT INFORMATION

For information concerning procedure for responding to this Request for Proposal (RFP), contact the Procurement Services Division, Ralph Dierks, Procurement Manager at (954) 921-3223, or Joel Wasserman, Director, Procurement Services at (954) 921-3290, or his designee. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or Proposal procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing. Questions should be directed to the City of Hollywood, P.O. Box 229045, Hollywood, Florida 33022-9045, Attention: Ralph Dierks, Procurement Services Division, or to facilitate prompt receipt of questions, they may be sent via fax at (954) 921-3086, or via e-mail to rdierks@hollywoodfl.org or jwasserman@hollywoodfl.org or contact the Director of Procurement Services or his designee. Questions are due no later than 5:00 pm, March 30, 2015.

NARRATIVE OR PURPOSE:

The City of Hollywood, Florida is seeking proposals from a medical facility or physicians' group licensed by the State of Florida, to provide Pre-Placement Physical Examinations for approximately 230 job candidates in specified groups, complete biennial or yearly physicals for members of the City's Hazardous Materials Team for approximately 25 per year, and to provide certain vaccinations, treatment and screenings of Infectious Diseases to certain employees (approximately 35 last year) of Fire Rescue and Beach Safety, Police, Public Utilities and Public Works Departments.

1.0 GENERAL TERMS AND CONDITIONS**1.1 INTENT**

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at hollywoodfl.org to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL ("the City"), through this request for proposals and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this request for proposals.

Before submitting a proposal, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date. Addenda will be posted on the City's internet site along with the RFP.

The terms of the RFP and the selected Vendor's proposal and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. The Vendor shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

1.2 PROPOSER'S RESPONSIBILITIES

Proposers are required to submit their proposals upon the following express conditions:

- A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the RFP conditions. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the proposer.
- C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

1.3 PREPARATION OF PROPOSALS

Proposals will be prepared in accordance with the following:

- A. The City's enclosed Proposal Forms, in their entirety, are to be used in submitting your proposal. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the proposal form shall be furnished. The proposer shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the RFP. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Proposers are responsible for any taxes,

sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

1.4 DESCRIPTION OF SUPPLIES

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Proposers must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with the Specifications, Terms and Conditions.

Proposers are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Proposers will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are proposing.

The City shall be the sole judge of equality and its decision shall be final.

1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this RFP solicitation document or in any addenda issued. Where there appears to be a conflict between this RFP solicitation and any addendum, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their proposal. Failure to include signed formal addenda in its proposal shall cause the City to deem the proposal non-responsive provided, however, that the City may waive this requirement in its best interest.

1.6 REJECTION OF PROPOSALS

The City may reject a proposal if:

- A. The Proposer fails to acknowledge receipt of an addendum, or if
- B. The Proposer misstates or conceals any material fact in the proposal, or if
- C. The proposal does not strictly conform to the law or requirements of the RFP, or if
- D. The City is under a pre- lawsuit claim or current litigation with the proposer.

The City may reject all Proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in herein.

1.7 WITHDRAWAL OF PROPOSALS

- A. Proposals may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the RFP opening.
- B. Proposals may be withdrawn prior to the time set for the RFP opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the bid deposit furnished by any proposer who requests to withdraw a proposal after the RFP opening.

1.8 PROPOSALS TO REMAIN OPEN

All Proposals shall remain open for 180 calendar days after the day of the Proposal opening, but the City may, at its sole discretion, release any Proposal and return the Proposal Security prior to that date.

Extensions of time when Proposals shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful Proposer and the surety, if any, for the successful Proposer.

1.9 LATE PROPOSALS OR MODIFICATIONS

Only proposals received as of the opening date and time will be considered timely. Proposals and modifications received after the time set for the opening will be returned un-opened to the sender and rejected as late.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the RFP Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the RFP Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.11 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other RFP documents or any part thereof, they may submit requests for clarification to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFP, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Request for Proposals. The City will not be responsible for any other explanation or interpretation of the RFP given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this RFP must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

1.12 COMPETENCY OF PROPOSERS

Pre-award inspection of the Proposer's facility may be made prior to the award of a contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this RFP or otherwise.

1.13 QUALIFICATIONS OF PROPOSERS

No Proposal will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.

As part of the Proposal evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Proposer's qualifications.

1.14 CONSIDERATION OF PROPOSALS

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. A proposal of an "equal" will be considered, provided that the Vendor states in his proposal exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such proposal. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements.

1.15 AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Proposer whom the City determines will be in the best interests of the City and not necessarily to the lowest cost Proposer. Proposers may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his/her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful Proposer shall be required to sign a negotiated contract; the refusal or failure of a successful Proposer to execute a contract which contains the mandatory material terms and conditions contained in the RFP, shall be grounds for deeming the Proposer and/or the Proposer's Proposal non-responsive.

If applicable, the Proposer to whom award is made shall execute a written contract prior to award by the City Commission. If the Proposer to whom the first award is made fails to enter into a contract as herein provided, the Contract may be let to the next highest ranked Proposer who is responsible and responsive in the opinion of the City.

1.16 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

The qualification of proposal responders on this project will be considered in making the award. The City is not obligated to accept any proposal if deemed not in the best interest of the City to do so. The City shall make award to a qualified proposer based on fees submitted and responses to this RFP.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal.

The City reserves the right to accept or reject any and all proposals, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in proposals.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the proposals as deemed to be in the City's best interest in its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

1.17 AGREEMENT

An agreement shall be sent to the awarded proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded proposer.

1.18 NOTICE TO PROCEED

A signed purchase order, blanket purchase order or fully executed agreement will be the Proposer's authorization to proceed and may substitute for a "Notice to Proceed" form.

1.19 BID PROTESTS

The City shall provide notice of its intent to award or reject to all Proposers by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. . Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit,

The Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

1.20 PREPARATION OF PROPOSALS

Proposals shall be prepared in accordance with the proposal response format. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

Requirements for Signing Proposal

- A. Each proposer, by making a proposal, represents that this document has been read and is fully understood.
- B. The proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- C. All manual signatures must have the name typed directly under the line of the signature.
- D. The above requirements apply to all RFP addenda.

1.21 EXAMINATION OF PROPOSAL DOCUMENTS

Before submitting a Proposal, each Proposer must: examine the Proposal Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or

provision of the commodities and/or services; study and carefully correlate Proposer's observations with the Proposal Documents, and notify the City's agent of all conflicts, errors and discrepancies in the Proposal Documents.

The submission of a Proposal will constitute an incontrovertible representation by the Proposer, that the Proposer has complied with every requirement of this RFP, that without exception, the Proposal is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

1.22 PUBLIC RECORDS LAW

If applicable, for each public agency contract for services, the Proposer is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Proposals become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a proposers' request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure may also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of RFP submittals will be available for public inspection after opening of RFP in compliance with Chapter 119 of the Florida Statutes. The proposer shall not, unless required as part of this RFP, submit any information in response to this invitation which the proposer considers to be a trade secret, proprietary or confidential. The submission, not required as part of this RFP, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer.

1.23 INFORMATION

Further information, if desired, may be obtained from the Procurement Services Division, 2600 Hollywood, Boulevard, Room 303, Hollywood, Florida 33020, telephone (954)921-3232

Questions or requests for clarification of the specifications shall be in writing and received by the Procurement Services Division by the date specified for a request for clarification. They may be mailed or faxed to (954) 921-3086 or emailed to rdierks@hollywoodfl.org.

1.24 PROPOSALS

The Proposal must be signed by one duly authorized to do so and in cases where the Proposal is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the Proposal.

Proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

1.25 MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals must be modified or withdrawn by an appropriate document duly executed in the manner that a Proposal must be executed and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal date and time. Except where provided in the following paragraph no Proposal may be withdrawn or modified after expiration of the period for receiving Proposals.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then the Proposer may withdraw its Proposal and the Proposal Security will be returned.

1.26 REJECTION OF PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all Proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in a Proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a Proposal satisfies the criteria established in this Request for Proposals.

The City reserves the right to reject the Proposal of any Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by City.

The foregoing reasons for rejection of Proposals are not intended to be exhaustive.

1.27 OPEN END CONTRACT

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for Proposal comparison purposes only. The City reserves the right to issue purchase orders as and when required, or a blanket purchase order and release partial quantities as and when required or any combination of the preceding.

ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required within a period shorter than the delivery time specified in the contract, and if the seller is unable to comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Proposer.

1.28 AUDIT RIGHTS

The City reserves the right to audit the records of the successful Proposer for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3)

years after completion and acceptance by the City. If required by the City, the successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Proposer shall allow the City to inspect, examine and review the records of the successful Proposer in relation to this contract at any and all times during normal business hours during the term of the Contract.

1.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Proposer shall comply with all local, state and federal directives, orders and laws as applicable to this RFP and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.30 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.31 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subproposers are presently debarred or suspended by any Federal department or agency.

1.32 COLLUSION

More than one Proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of such Proposals in which the Proposer is interested. If there are reasonable grounds for believing that collusion exists among the Proposers, the Proposals of participants in such collusion will not be considered.

1.33 COPELAND "ANTI-KICKBACK"

The Proposer and all subproposers will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.34 FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City

or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

1.35 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subproposer, 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 Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.36 DRUG-FREE WORKPLACE PROGRAM

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

1.37 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Proposer shall sign and submit the attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees and candidates. Failure to submit the signed form will result in your proposal being declared non-responsive; provided, however, that a responsible proposer whose proposal would be responsive but for the failure to submit the signed form in its proposal may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.38 CONFLICT OF INTEREST

The Proposer represents that:

No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Proposer in this Agreement. This Agreement is entered into by the Proposer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Proposer directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
2. Is an employee, agent, advisor, or consultant to the Proposer or to the best of the Proposer's knowledge, any subproposer or supplier to the Proposer.

Neither the Proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Proposer shall have an interest which is in conflict with the Proposer's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the

Proposer provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event the Proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Proposer shall promptly bring such information to the attention of the City's Project Manager. The Proposer shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Proposer receives from the Project Manager in regard to remedying the situation.

1.39 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for 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 award or perform work as a proposer, supplier, subproposer, or consultant under contract with any public entity, and may not transact business with any public entity.

1.40 ADVICE OF OMISSION OR MISSTATEMENT

In the event it is evident to a Vendor responding to this RFP that the City has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding Vendor shall advise the contact identified in the RFP Clarifications and Questions section above of such omission or misstatement.

1.41 CONFIDENTIAL INFORMATION

Information contained in the Vendor's proposal that is company confidential must be clearly identified in the proposal itself. The City will be free to use all information in the Vendor's proposal for the City's purposes, in accordance with State Law. Vendor proposals shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Public Records Law.

1.42 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and notwithstanding application of conflicts of law principles.

1.43 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.44 SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statute.

1.45 SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under this Agreement, which

by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.46 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded proposer shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

1.47 PATENT AND COPYRIGHT INDEMNIFICATION

The Proposer warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Proposer shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the work, or the City's continued use of the deliverables furnished hereunder. Accordingly, the Proposer, at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

In the event any deliverable or anything provided to the City hereunder, or a portion thereof, is held to constitute an infringement and its use is or may be enjoined, the Proposer shall have the obligation, at the City's option, to (i) modify, or require that the applicable subproposer or supplier modify, the alleged infringing item(s) at the Proposer's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Proposer's expense, the rights provided under this Agreement to use the item(s).

The Proposer shall be solely responsible for determining and informing the City whether a prospective supplier or subproposer is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Proposer shall enter into agreements with all suppliers and subproposers at the Proposer's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Proposer shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

1.48 ADVERTISING

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

1.49 DISCLAIMER

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFP, postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the proposal process. Proposals that are not submitted on time and/or do not conform to the City of

Hollywood's requirements will not be considered. After all proposals are analyzed, organization(s) submitting proposal that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the proposal, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this RFP constitutes only an invitation to make a proposal to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the proposal satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this proposal or otherwise.

1.50 TRADEMARKS

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

1.51 RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

1.52 PROPOSAL PREPARATION COSTS

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subproposers in responding to this request for proposals.

1.53 DESIGN COSTS

The successful Vendor shall be responsible for all design, information gathering, and required programming to achieve a successful implementation. This cost must be included in the base proposal.

1.54 ADDITIONAL CHARGES

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

1.55 RIGHTS TO PERTINENT MATERIALS

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendor that are submitted as part of the proposal shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

1.56 INSURANCE REQUIREMENTS

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage. **The City of Hollywood must be shown as an additional insured with respect to this coverage. The mailing address of City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33021, as the certificate holder, must appear on the certificate of insurance.**

C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 Combined Single Limit.

D. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Compliance with the foregoing requirements shall not relieve the Contractor of any liability or obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award becomes final. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days' prior written notice has been given to the City. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or Services in this proposal. A violation of this requirement at any time during the term, or any extension thereof, shall be grounds for the immediate termination of any contract entered in to pursuant to this RFP. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this RFP, the successful Proposer must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

1.57 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Proposer shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the services performed hereunder.

The Proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and services under this Contract. All things not expressly

mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Proposer shall perform the same as though they were specifically mentioned, described and delineated.

The Proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the work and services that are necessary for the completion of this Contract. All work and services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Proposer acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Proposer agrees to implement any and all changes in providing services hereunder as a result of a policy change implemented by the City. The Proposer agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes

1.58 AUTHORITY OF THE CITY'S PROJECT MANAGER

The Proposer hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

The Proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Proposer agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.

The Proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Project Manager and the Proposer are unable to resolve their difference, the Proposer may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Proposer's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Proposer to the City Manager for a decision, together with all pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Proposer. Except as such remedies may be limited or waived elsewhere in the Agreement, the Proposer reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

1.59 MUTUAL OBLIGATIONS

This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the

duly authorized representatives of both parties.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where this Agreement imposes an indemnity or defense obligation on the Proposer, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Proposer fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Proposer.

1.60 SUBCONTRACTUAL RELATIONS

If the Proposer will cause any part of this Agreement to be performed by a subproposer, the provisions of this Contract will apply to such subproposer and its officers, agents and employees in all respects as if it and they were employees of the Proposer; and the Proposer will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subproposer, its officers, agents, and employees, as if they were employees of the Proposer. The services performed by the subproposer will be subject to the provisions hereof as if performed directly by the Proposer.

The Proposer, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subproposer, the portion of the services which the subproposer is to do, the place of business of such subproposer, and such other information as the City may require. The City will have the right to require the Proposer not to award any subcontract to a person, firm or corporation disapproved by the City.

Before entering into any subcontract hereunder, the Proposer will inform the subproposer fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such subproposer will strictly comply with the requirements of this Contract.

In order to qualify as a subproposer satisfactory to the City, in addition to the other requirements herein provided, the subproposer must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the subproposer must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Proposer's obligations under this Agreement. All subproposers are required to protect the confidentiality of the City and City's proprietary and confidential information. The Proposer shall furnish to the City copies of all subcontracts between the Proposer and subproposers and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subproposer of its obligations under the subcontract, in the event the City finds the Proposer in breach of its obligations, and the option to pay the subproposer directly for the performance by such subproposer. The foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subproposer hereunder as more fully described herein.

1.61 PROMPT PAYMENT: LATE PAYMENTS BY PROPOSER TO SUBPROPOSER AND MATERIAL SUPPLIERS; PENALTY:

When a proposer receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each subproposer and material supplier in proportion to the percentage of work completed by each subproposer and material supplier at the time of receipt. If the proposer receives less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the subproposers and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable cause fails to make payments required by this section to subproposers and material suppliers within fifteen (15) working days after the receipt by the proposer of full or partial payment, the proposer shall pay to the subproposers and material suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the subproposer or material supplier whose work has been completed, even if the prime contract has not been completed. The Proposer shall include the above obligation in each subcontract it signs with a subproposer or material supplier.

1.62 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Proposer may be subject to debarment for failure to perform and any other reasons related to the proposer's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Proposer and in such event:

The Proposer shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
3. Cancel orders;
4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;
5. Take no action which will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the Proposer will be compensated as stated in the payment articles herein, for the:

1. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.

All compensation pursuant to this Article is subject to audit.

1.63 EVENT OF DEFAULT

An Event of Default shall mean a breach of this Agreement by the Proposer. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Proposer has not delivered deliverables on a timely basis;
2. The Proposer has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Proposer has failed to make prompt payment to subproposers or suppliers for any services;
4. The Proposer has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Proposer's creditors, or the Proposer has taken advantage of any insolvency statute or debtor/creditor law or if the Proposer's affairs have been put in the hands of a receiver;
5. The Proposer has failed to obtain the approval of the City where required by this Agreement;

6. The Proposer has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Proposer has failed in the representation of any warranties stated herein.

When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Proposer's ability to perform the services or any portion thereof, the City may request that the Proposer, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Proposer's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Proposer for portions of the services which the Proposer has not performed. In the event that the Proposer fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of this Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the services or any part thereof either by itself or through others.

In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.64 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Proposer shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring services hereunder and the amount actually expended by the City for procurement of sServices, including procurement and administrative costs; and,
- C. Such other damages that the City may suffer.

The Proposer shall also remain liable for any liabilities and claims related to the Proposer's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.65 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

1.66 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Proposer is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.67 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Proposers, which are signed by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of the Proposer.

1.68 E-VERIFY

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Proposer shall be responsible

for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Proposer during the Agreement term. The Proposer is also responsible for e-verifying its subproposers, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

1.69 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.70 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Proposer a reduction in costs that reflects such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Proposer.

BACKGROUND:

The City of Hollywood, Florida is seeking proposals from a medical facility or physicians' group licensed by the State of Florida, to provide Pre-Placement Physical Examinations for approximately 230 job candidates in specified groups, complete biennial or yearly physicals for members of the City's Hazardous Materials Team for approximately 25 per year, and to provide certain vaccinations, treatment and screenings of Infectious Diseases to certain employees (approximately 35 last year) of Fire Rescue and Beach Safety, Police, Public Utilities and Public Works Departments. For operational needs and efficiencies with personnel scheduling proximity to City of Hollywood, City Hall, 2600 Hollywood Blvd, Hollywood, Florida 33020 is important and will be part of the evaluation criteria.

SCOPE OF SERVICES:**1. Infectious Disease Exposure Services**

- a. Annual tuberculosis screening
- b. Vaccination against Hepatitis A, B, and C, Tetanus and Diphtheria

2. Minimal Follow-up Care for the Following:

- a. Tuberculosis:
 - 1. PPD Injection site to be inspected between forty-eight (48) and seventy-two (72) hours after administration.
- b. Hepatitis B:
 - 1. Initial vaccine, shot #1
 - 2. one (1) month later, shot #2
 - 3. six (6) months later, shot #3
 - 4. two (2) months after shot #3 perform antibody test
- c. Human Immuno-Deficiency Virus (HIV):
 - 1. two (2) weeks after first visit
 - 2. six (6) weeks office visit/blood work (HIV)
 - 3. three (3) month office visit/blood work (HIV)
 - 4. one (1) year office visit/blood work (HIV)
 - 5. provide a healthcare professional's written opinion within fifteen (15) days of the exposure to the employee.

3. Fire Department's Hazardous Materials (Haz Mat) Team Physicals

The Fire Rescue & Beach Safety Department is required to provide a medical surveillance program for the employees that are subject to OSHA's HAZWOPER standard (29CFR 1910.120(f)(2)(i),(iv) and 40 CFR Part 311.1) and are part of a Hazardous Materials Emergency Response Team as defined by statute.

- a. A medical screening, examination and consultation at least once every twenty-four (24) months for each member covered, unless the attending physician believes a shorter interval (i.e. annual) is appropriate or;
 1. A member is newly assigned to the Haz Mat Team or;
 2. At termination of employment of the Haz Mat Team member or reassignment to a job that would not be covered and the employee has not had an examination within the last six months.
- b. The medical examination shall include a medical and work history with special emphasis on symptoms related to the handling of hazardous substances and health hazards, and to fitness for duty including the ability to wear any required PPE under conditions (i.e. temperature extremes) that may be expected at the work site.
- c. All Medical examinations and procedures shall be performed by or under the supervision of a licensed physician, preferably one knowledgeable in occupational medicine.
- d. The examining physician shall provide the employer a written opinion as to whether the employee has any detected medical conditions which would place the employee at increased risk of material impairment of the employee's health from work in hazardous waste operations or emergency response, or from respirator use.
 1. The written opinion shall include the physicians' recommended limitations upon the employee's assigned work.
 2. The written opinion provided to the employer shall not reveal specific findings or diagnoses unrelated to occupational exposure.
 3. A statement that the employee has been informed by the physician of the results of the medical examination and any medical conditions which require further examination or treatment.
- e. The examining physician shall provide the employee the results of the medical examination and tests if requested by the employee.
- f. Medical records will be made available to the Fire Rescue Department's Medical Director in the event of an emergency or the physician provider no longer provides medical surveillance services. Maintain and provide access to the medical records in accordance with OSHA and state regulations.
- g. Yearly update of medical examination and occupational history.
- h. Biennial or yearly physical examination shall include:
 1. CBC (complete blood count)

2. RBC cholinesterase levels as needed
3. platelet count
4. Urinalysis
5. Lipid Panel: cholesterol, triglycerides, HDL-cholesterol, LDL-cholesterol, cholesterol/HDL ratio, cholesterol/LDL ratio.
6. Comprehensive Metabolic panel: Albumin, Alkaline Phosphatase, Aspartate Transaminase, Total Bilirubin, Calcium, Chloride, Creatinine, Glucose, Potassium, Total Protein, Sodium, Urea Nitrogen (BUN), Globulin, Albumin/Globulin Ratio.
7. Heavy Metals Screening
8. Measurement of metallic content in blood, urine, and tissue.
9. Colon Rectal Cancer Screen
10. Vision Test
11. Audiometry
12. Pulmonary function test
13. 12-Lead EKG, to be interpreted by a qualified physician
14. Stress Test – Cooper/Bruce protocol or equivalent (if warranted based on 12-Lead EKG results)
15. PSA (Optional)(if warranted)
16. Baseline monitoring for specific exposures.

All medical test analyses are to be performed by a laboratory that meets the minimum requirements of the Clinical Laboratories Improvement Act of 1967.

i. Records Access

Maintain all medical records as required by law and provide ability to access records within fifteen (15) days after request. The proposer agrees to transfer or provide copies of all complete employee medical records to the health facility designated by the City of Hollywood within sixty (60) days from the date of written notice of termination.

4. Other Conditions for Employer Required Medical Examinations

Employees having any medical condition which may limit their ability to safely and/or efficiently perform the full range of duties to their position and those employees returning to duty following a prolonged absence may be required to receive a medical evaluation consisting of all or part of the examinations required for the job classification held or other examinations deemed advisable by the physician.

5. Pre-Placement Physicals

a. Purpose

Job-related physical examinations administered to a prospective employee will assist the appointing authority in the selection of candidates who are physically fit for the

duties of their position, provide medical information on City employees necessary for effective personnel administration, ensure that all applicable State and Federal laws governing employee selection are met, and facilitate the placement of disabled individuals in appropriate positions.

b. Principle

Medical examinations will be required of all regular, full-time and some part-time (no physical on most, only drug screening, if needed) candidates for employment which have been selected for appointment. Temporary candidates may be required to participate in a pre-placement physical examination as provided herein or determined by City of Hollywood, Office of Human Resources.

c. Procedure

Upon appointment, the prospective employee shall complete applicable Human Resources, Pre-Placement Release of Records and Waiver of Liability Form (Attachment 1). Office of Human Resources will schedule an appointment with the examining organization and complete a pre-placement physical examination referral form to be delivered by the candidate (Attachment 2).

The examining physician will complete the Physical Exam Summary Form and FDLE WSTC 75 and WSTC 75A if applicable (Attachment 3) (to be given to the applicant by Office of Human Resources prior to examination). The referral form and summary should be returned by the physician to Office of Human Resources prior to the start of employment. The physical examination record, including EKG strip copy, should be returned to Office of Human Resources within seven (7) calendar days, by the examining facility upon compilation of all results of tests. Any x-ray plates should be held by the provider but should be accessible upon request by Office of Human Resources.

All determinations by the examining physicians as to the physical ability of the applicant to perform the tasks required by the job classification (see Attachment 4) shall be based on any applicable state guidelines for specific types of employment and/or any conditions which the examining physician feels may interfere with the applicant's ability to perform. For Police and Fire criteria, (see Attachments 5 and 6,) respectively.

Should the examining physician feel that the individual possesses a temporary or correctable condition, the report should so indicate along with a date for re-examination. The applicant may be granted a period of time to remedy the medical condition by the Human Resources Director or designee either while employed by the City or prior to employment.

Current employees entering a new job classification which is assigned to a different medical group may be required to be examined in accordance with the provisions of the new medical group.

Applicants who are otherwise qualified in the medical examination process and whose classification titles are followed by the letter "H" are to be provided with a scheduled Hepatitis B vaccination series and those classification titles followed by the letter "T" are to be provided with scheduled Tetanus Toxoid.

Urine drug screens are to be in accordance with National Institute on Drug Abuse (NIDA) guidelines to include 8-panel urine drug screen. See Attachment 7 for Drug Screening Position Requirements.

d-Amphetamine	1000 ng/ml
*Barbiturates	300 ng/ml
*Benzodiazepines	300 ng/ml
Cannabinoids (11-nor-9-carboxy-9-THC)	50 ng/ml
*Methamphetamine	1000 ng/ml
Opiates (morphine-3-glucuronide)	300 ng/ml
Phencyclidine (PCP)	25 ng/ml
Cocaine	300 ng/ml
(*indicates drug is included in 8 panel configuration only)	

The selected physicians or physicians' group will conduct pre-placement physical examinations as required for each employee in the group classifications in accordance with the guidelines in this document.

CONTRACT TERM:

This agreement shall commence on date of award or expiration of current agreement, whichever is later. The initial term of this agreement shall be for one (1) year with an additional two (2) one (1) year renewal periods, subject to vendor acceptance, satisfactory performance and determination that the renewal will be in the best interest of the City. Notification of Intent to Renew will be mailed sixty (60) to one hundred fifty (150) calendar days in advance of the expiration date. All prices, terms and conditions shall remain firm for the initial one (1) year period of the agreement. Renewal after the initial one (1) year contract period shall not exceed a three percent (3%) increase per year or the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (All Items), as published by the Bureau of Labor Statistics, U.S. Department of Labor, whichever is less. The yearly increase, or decrease in the CPI shall be the latest index published and available prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and

submitted to the City at least ninety (90) days prior to the contract anniversary date of the contract. The terms and conditions shall remain the same for each one year renewal period. The selected provider must complete the City documents completely. If the documents are not completed, then the provider will see the patient again at no additional charge in order to fully complete the forms.

The Contractor shall not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City of Hollywood.

The City of Hollywood reserves the right to terminate this agreement with or without cause effective thirty (30) days from date of written notice. In the event that any of the provisions of the agreement are violated by the successful Proposer, the City of Hollywood may serve written notice upon such Proposer of its intention to immediately terminate the agreement. Such notice will state the reason(s) for termination of the agreement.

QUALIFICATIONS/ELIGIBILITY:

Provide evidence of your licensing and professional qualifications and evidence of complying with state laws pertaining to the services required. Provide the name, address, and telephone number of individuals to contact at other agencies where you have provided like services. Provide at least three (3) references and additional information as outlined in the City's criteria for evaluation.

SUBMISSION REQUIREMENTS:

All Proposals shall be received by the City Clerk, City of Hollywood, City Hall, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida 33020, and plainly marked on the outside of the envelope.

PROPOSAL ENVELOPES SHALL BE SEALED AND IDENTIFIED AS SPECIFIED

BELOW:

RFP NO. 4313-12-IS

OCCUPATIONAL HEALTH SERVICES

TO BE OPENED:

3:00 P. M., Tuesday, April 14, 2015

AND ADDRESSED TO:

CITY OF HOLLYWOOD

OFFICE OF THE CITY CLERK

2600 HOLLYWOOD BLVD., ROOM 221

HOLLYWOOD, FLORIDA 33020

AN ORIGINAL, CLEARLY IDENTIFIED, AND eight (8) COPIES OF YOUR PROPOSAL MUST BE SUBMITTED AT OR BEFORE TIME OF PROPOSAL OPENING.

It will be the sole responsibility of the Proposer to have his Proposal delivered to the Office of the City Clerk on or before the closing hour and date shown above for receipt of Proposals. If a Proposal is sent by mail, the Proposers shall be responsible for its delivery to the City Clerk's Office before the closing hour and date shown above for receipt of Proposals. Proposals thus delayed will not be considered and will be returned unopened after award.

The Proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

Each Proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. The emphasis in each Proposal must be on completeness and clarity of content. In order to expedite the evaluation of Proposals, it is essential that Proposer follow the format and instructions contained herein. If the Proposer so wishes, the Proposal may be accompanied with brochures, promotional materials, or displays properly identified. However, Proposal Submission Requirements as listed herein must be followed. All Proposals must be submitted as specified on the Proposal pages which follow. Any attachments must be clearly identified.

The Proposal shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City Commission of the City of Hollywood, and in case of default the City of Hollywood reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and request new Proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

QUESTIONS/CLARIFICATIONS:

For information concerning procedure for responding to this Request for Proposal (RFP), contact the Procurement Services Division, Ralph Dierks, Procurement Manager at (954) 921-3223, or Joel Wasserman, Director, Procurement Services at (954) 921-3290, or his designee. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or Proposal procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing. Questions should be directed to the City of Hollywood, P.O. Box 229045, Hollywood, Florida 33022-9045, Attention: Ralph Dierks, Procurement Services Division, or to facilitate prompt receipt of

questions, they may be sent via fax at (954) 921-3086, or via e-mail to rdierks@hollywoodfl.org or contact the Director of Procurement Services via email to jwasserman@hollywoodfl.org or his designee.

Questions must be received no later than 5:00 P.M., March 30, 2015.

FORMAT:

1. Title Page

Show the Request for Proposal subject, the name of your firm, address, telephone number, name of contact person and date. Clearly identify the address for the location of services.

2. Table of Contents

Clearly identify the material by section and page number.

3. RFP Checklist

4. Letter of Transmittal

Limit to one (1) or two (2) printed pages.

- a. Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work.
- b. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone numbers

5. Profile of Proposer

- a. State whether your organization is national, regional or local.
- b. State the location of the office from which your work is to be performed.
- c. Describe the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area addressed by this Request for Proposal, will be brought to bear on the proposed work.
- d. Provide a list and description of similar municipal engagements satisfactorily performed within the past two (2) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

- e. Have you been involved in litigation within the last five (5) years or is there any pending litigation arising out of your performance?
- 6. Summary of Proposer's Qualifications.
 - a. Identify the project manager and each individual who will work as part of the engagement. Include resumes for each person to be assigned. The resumes may be included as an appendix.
 - b. Describe the experience in conducting similar projects for each of the consultants assigned to the engagement. Describe the relevant educational background of each individual.
 - c. Describe the organization of the proposed project team, detailing the level of involvement, field of expertise and estimated hours for each member of the team.
 - d. Describe what municipal staff support you anticipate for the project.
- 7. Fee Structures (Attachment 8)
 - a. Pre-Placement Physicals
 - b. Hazardous Materials (Haz Mat) Team Physicals
 - c. Additional Services – As Needed
- 8. Project understanding, proposed approach, and methodology.

Describe your approach to performing the contracted work. This should include the following points:

Type of services provided. Discuss your role and that of other parties involved in the data gathering, data analysis and recommendation process.

Discuss your project plan for this engagement outlining major tasks and responsibilities, time frames and staff assigned.

NOTE: It is the responsibility of each Proposer to redact all financial information (i.e., social security numbers and bank account numbers) from your RFP prior to submittal, which are exempt from the Florida Statutes Chapter 119, (Public Records Law).

SOLICITATION SCHEDULE: (Dates are subject to change at the city's sole discretion.)

Request For Proposal issued: March 20, 2015

Clarification/Question Deadline: March 30, 2015

Addendum if required: April 3, 2015

Proposals Due by 3:00 P.M.: April 14, 2015

Evaluation Committee Meeting: April 21, 2015

Proposed Award: May 20, 2015

EVALUATION CRITERIA:

Proposals will be evaluated using the criteria listed below to ascertain which Proposal best meets the requirements of the City. The Items to be considered during the evaluation and the associated point values are as follows:

Previous Experience and Past Performance	0 – 25 points
Price Proposal	0 – 25 points
Project Understanding, Proposed Approach and Methodology	0 – 10 points
Office location based on proximity to the City of Hollywood City Hall, 2600 Hollywood Blvd. Hollywood, Florida 33020	0 – 10 points 10 points less than 10 miles 7 points between 10 to 20 miles 3 points between 20 to 25 miles 0 point greater than 25 miles
References and successfully completed similar projects	0 – 20 points
Professional Qualifications, Location (ease of access) and Size of Staff	0 - 20 points
MAXIMUM TECHNICAL POINTS	100 points

Evaluation of the Proposals will be performed by a committee selected by the City. The committee will evaluate the firms according to their Proposal. The initial scores will be tallied and maybe short list if necessary to develop a list consisting of the firms receiving the highest point ratings. The committee may conduct discussions with proposer on the short list for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing proposers. These firms may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinance, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm.

OTHER CONSIDERATION:**Send Invoices to:****a. Infectious Disease Exposure Services**

Invoice(s) must be submitted on the service provider's standard invoice stationery and addressed to: City of Hollywood, Financial Services Department, Attn: Accounts Payable, P.O. Box 229045, Hollywood, Florida 33022-9045.

b. Hazardous Materials (Haz Mat) Team Physicals

Invoice(s) must be submitted on the service provider's standard invoice stationery and addressed to: City of Hollywood, Attn: Fire Rescue Department, P.O. Box 229045, Hollywood, Florida 33022-9045.

c. Pre-Placement Physicals

Invoice(s) must be submitted on the service provider's standard invoice stationery and addressed to: City of Hollywood, Financial Services Department, Attn: Accounts Payable, P.O. Box 229045, Hollywood, Florida 33022-9045.

d. Other Requested Physicals

Invoice(s) must be submitted on the service provider's standard invoice stationery and addressed to: City of Hollywood, Attn: Office of Human Resources/Risk Management, P.O. Box 229045, Hollywood, Florida 33022-9045.

Inspection of Facilities

The City of Hollywood reserves the right to inspect all facilities prior to award.

RFP CHECKLIST

Please check each line item after the completion of the appropriate item.

_____ I verify that the signature on page number one (1) is the signature of the person authorized to bind the agreement. (Preferably in blue ink)

_____ I acknowledge reading and signing the Hold Harmless Statement.

_____ I have included all information, certificates, licenses and additional documentation as required by the City in this RFP document.

_____ I have checked for any addendums to this RFP, and will continue to check for any addendums up to the due date and time of this RFP.

_____ I have submitted one (1) original and eight (8) copies of the entire proposal with addendums.

_____ I have verified that the outside address label of my RFP package is clearly marked to include my company's name, address, RFP number and date of RFP opening.

_____ I have read and completed (if applicable) the "Disclosure of Conflict of Interest".

_____ I am aware that a Notice of Intent to award this RFP shall be posted on the City's website at www.hollywoodfl.org and on the Procurement Services bulletin board in room 303 at City Hall, and that it is my responsibility to check for this posting. Also, I have provided my email address, as the City, at its discretion, may provide me information by such means regarding this procurement process.

_____ I have submitted all supporting documentation for local preference eligibility, which must be received with the RFP package prior to the RFP opening date and time (if applicable).

NAME OF COMPANY: _____

PROPOSER'S NAME: _____

PROPOSER'S AUTHORIZED SIGNATURE: _____

DATE: _____

HOLD HARMLESS AND INDEMNITY CLAUSE

(Company Name and Authorized Representative's Name)

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

SIGNATURE

PRINTED NAME

COMPANY OF NAME

DATE

Failure to sign or changes to this page shall render your bid non-responsive.

NONCOLLUSION AFFIDAVIT

STATE OF: _____

COUNTY OF: _____, being first duly sworn, deposes and says that:

- (1) He/she is _____ of _____, the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____
Title

Failure to sign or changes to this page shall render your bid non-responsive.

SWORN STATEMENT PURSUANT TO 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

1. This form statement is submitted to _____
by _____ for _____
(Print individual's name and title) (Print name of entity submitting sworn statement)
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 "public entity crime," as defined in paragraph 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 misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 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 an 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.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. 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.

5. I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statutes, 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, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

March 20, 2015

City of Hollywood, Florida
Solicitation # 4453-15-RD

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

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

Personally known _____

Or produced identification _____ Notary Public-State of _____

_____ my commission expires _____
(Type of identification)

(Printed, typed or stamped commissioned
name of notary public)

Failure to sign or changes to this page shall render your bid non-responsive.

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

Application Number and/or Project Name:

Applicant IRS/Vendor Number: _____

Type/Print Name and Title of Authorized Representative:

Signature: _____ Date: _____

Failure to sign or changes to this page shall render your bid non-responsive.

DRUG-FREE WORKPLACE PROGRAM

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 State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee 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 no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

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

VENDOR'S SIGNATURE

PRINTED NAME

NAME OF COMPANY

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,
- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

_____ SIGNATURE	_____ PRINTED NAME
_____ NAME OF COMPANY	_____ TITLE

Failure to sign this page shall render your bid non-responsive.

REFERENCE QUESTIONNAIRE

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: _____

Firm giving Reference: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

1. **Q:** What was the dollar value of the contract?

A:

2. Have there been any change orders, and if so, how many?

A:

3. **Q:** Did they perform on a timely basis as required by the agreement?

A:

4. **Q:** Was the project manager easy to get in contact with?

A:

5. **Q:** Would you use them again?

A:

6. **Q:** Overall, what would you rate their performance? (Scale from 1-5)

A: ☐ **5** *Excellent* ☐ **4** *Good* ☐ **3** *Fair* ☐ **2** *Poor* ☐ **1** *Unacceptable*

7. **Q:** Is there anything else we should know, that we have not asked?

A:

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: _____ Title: _____

Signature: _____ Date: _____

ATTACHMENT 1

AUTHORIZATION FOR RELEASE OF RECORDS & WAIVER OF LIABILITY

Patient Name:	_____ Last First Middle
Home Address:	_____ Address _____ City State Zip
Home Telephone:	_____
Date of Birth:	_____
Information to be Disclosed: Information related to my Pre-Placement Physical Examination, HAZMAT physical or Infectious Disease Exposure Services.	
Recipient: Human Resources Department, City of Hollywood	
Recipient Address: 2600 Hollywood Boulevard, Hollywood, Florida 33020	
Term: This authorization is valid until _____. I authorize _____ to fulfill this request, or I provide a written notice of revocation _____ Privacy Office at the address listed below	
Purpose: I authorize _____ to disclose health information related to services as marked below to my employer, the City of Hollywood. I understand that this information will be used solely for the purposes marked below. I understand that any information regarding my medical history and condition will otherwise be kept confidential, in accordance with applicable laws. I understand I am here today for services involving: Pre-Placement Physical Examination Infectious Disease Exposure HAZMAT Physical Examination	

I understand that once _____ discloses my health information to the recipient, _____ cannot guarantee that the recipient will not re-disclose my health information to a third party. The third party may not be required to abide by this Authorization or applicable federal and state law governing the use and disclosure of my health information.

I understand that _____ may, directly or indirectly, receive remuneration from a third party in connection with the use or disclosure of my health information.

I understand that I may refuse to sign or may revoke (at any time) this Authorization for any reason and that such refusal or revocation will not affect the commencement, continuation or quality of my treatment at _____; except, however, if my treatment at _____ is for the sole purpose of creating health information for disclosure to the recipient identified in this Authorization, in which case _____ may refuse to treat me if I do not sign this Authorization.

I may contact _____ Privacy Office by telephone at _____, or by mail at _____.

I have read and understand the terms of this Authorization and I have had an opportunity to ask questions about the use and disclosure of my health information. By my signature below, I hereby, knowingly and voluntarily, authorize _____ to use or disclose my health information in the manner described above. I hereby release the examining agency and the City of Hollywood from liability due to the results of this examination/screening.

Signature of Patient

Date

If Patient is a minor or is otherwise unable to sign this Authorization, obtain the following signatures:

Signature of Personal Representative

Description of Authority

Date

For Internal Use Only: The identity of the requestor has been validated either with a government issued picture ID, such as a driver's license or passport, or comparison of signatures documented in the PHI records.

Signature of employee validating identity

ATTACHMENT 2

**CITY OF HOLLYWOOD
OFFICE OF HUMAN RESOURCES**

TO:

FROM: Office of Human Resources, City of Hollywood (fax # 921-3487)

PHYSICAL - DATE: _____ **TIME:** _____

You are hereby authorized to conduct a pre-employment ***physical*** for
_____ who will be employed in the position of
_____ in our _____ Department /Office.

MEDICAL CLASS GROUP _____

_____ **Must take a picture I.D.** (Driver's License preferred)

_____ Fast for 12 hours prior to your appointment.

Employment Office/ Human Resources

**CITY OF HOLLYWOOD
OFFICE OF HUMAN RESOURCES**

TO:

FROM: Office of Human Resources, City of Hollywood (fax # 921-3487)

DRUG SCREEN - DATE: _____ **TIME:** _____

You are hereby authorized to conduct a pre-employment ***drug screen*** for

_____ who will be employed in the position of

_____ in our _____ Department /Office.

MEDICAL CLASS GROUP _____

_____ **Must take a picture I.D.** (Driver's License preferred)

_____ Drink water before you arrive for drug screen.

Employment Office/ Human Resources

=====

TO: Office of Human Resources

I have performed a *drug screen* on the above applicant who is

NEGATIVE _____ **COMMENTS** _____

Authorized Signature

Date

ATTACHMENT 3**CITY OF HOLLYWOOD
PHYSICAL EXAM SUMMARY**

Employee's Name:

Position Title:

Date of Exam:

Examining Physician:

Components Performed	Within Normal Limits	Abnormal, Able to Perform Job Tasks	Abnormal, Unable to Perform Job Tasks	Significant Changes Noted from Previous Exam (if applicable)
☐ Physical exam				
☐ Audiogram				
☐ Vision				
☐ Pulmonary function				
☐ Treadmill stress				
☐ EKG-12 lead				
☐ Chest x-ray				
☐ Laboratory tests/ Blood results				
☐ Blood pressure				
☐ Urinalysis				
☐ 8 panel drug test				
☐ Tuberculosis screen				
☐ Other				

Explanation of Abnormal Results/Significant Changes:

**CITY OF HOLLYWOOD
PHYSICAL EXAMINATION SUMMARY**

Name: (Last) (First) (Middle)				Sex		Date of Examination	
Dept./Div.		SS# or Employee #		Occupation			Date of Last Examination
Temp.	Pulse	Blood Pressure L ____/____ R ____/____		Height FT IN		Weight	
Vision	Uncorrected			Corrected			Color Vision (Use Code)*
Distant	RE 20/	Both	LE 20/	RE 20/	Both	LE 20/	
Near	RE 20/	Both	LE 20/	RE 20/	Both	LE 20/	
Hearing	500	1000	2000	3000	4000	6000	8000 Results
L							
R							

Summary of finds: _____

Section 112.18 F.S. requires agency knowledge of the following pre-existing conditions. However, these outcomes do not statutorily disqualify the applicant from employment. Accordingly, please respond to the following: In my professional opinion, this examination:

- A. Did ☐ or did not ☐ reveal any evidence of tuberculosis.
- B. Did ☐ or did not ☐ reveal any evidence of heart disease.
- C. Did ☐ or did not ☐ reveal any evidence of hypertension.
- D. Did ☐ or did not ☐ reveal any evidence of asthma.
- E. Did ☐ or did not ☐ reveal any evidence of cardiovascular disease.

- ☐ Medically cleared to perform job tasks
- ☐ Denied medical clearance for perform job tasks

Physician signature: _____ Date: _____

In order to comply with "The Genetic Information Nondiscrimination Act of 2008 (GINA), we ask that you NOT provide any genetic information when responding to this request for medical information. This includes family medical history, results of genetic tests, information regarding genetic services, and genetic information about an individual's or family members' fetus or embryo.



MEDICAL HISTORY		
(PLEASE PRINT)		
Date:		
Appointment type: Pre-employment Re-hire		
Department:	Driver's License #:	
Position:	SS#:	
Name:	Phone #:	
Mailing Address:	Sex:	
	Date of Birth:	
Person to Notify in Case of Emergency (Relationship):	Address:	Phone #:
Family Physician	Address	Phone #:
Family History: Diabetes Stroke Heart Disease Cancer High Blood Pressure		
<i>The purpose of the following information is to aid the physician in evaluating your functional health status as it relates to the position for which you are applying.</i>		

Do you have any physical limitations? Yes No Explain:

Do you have any impairment of sight, hearing, or speech? Yes No Explain:

Have you ever had a physical with City of Hollywood before? Yes (Year:_____) No

PLEASE ANSWER EACH QUESTION

DO YOU HAVE OR EVER HAD THE FOLLOWING?	YES	NO	IF YES, GIVE DETAILS
Diabetes			
Hay Fever			
Stroke			
Cancer			
Liver Disease, Jaundice			
Skin Problems			
Rupture or Hernia			
Serious accident (sustaining multiple injuries)			
Have you ever been injured on the job or in the course of any current or previous employment?			
Are you receiving any disability income?			
Do you have or have you had mental or emotional illness?			
Have you ever attempted suicide?			
Have you ever had and/or have a history of substance abuse, eg: drug/alcohol?			
Have you been rejected or denied insurance, employment or acceptance in the Armed Forces?			

Name:		Date:	
		YES	NO
		<u>IF YES, GIVE DETAILS</u>	
Have you had convulsions or seizures or take medication for above?			
Do you take medications or supplements? Please list:			
Have you used tobacco products in the last 12 Months?			
If smoker, how many packs per day & age started.			
Have you <u>ever</u> smoked?			
If yes, age started & age stopped.			
Do you have any allergies to medications or other substances?			
Do you have a regular exercise program?			
Do you now, or have you ever had ear, nose or throat trouble?			
Do you now or have you ever had an eye injury/eye disease?			
Have you been exposed in your past or present work to the following; excessive noise, fumes, chemicals, brick, stone or sand dust?			
Have you ever received radiation as a treatment?			
Have you been immunized against: Tetanus?			Date:
Hepatitis A and or B?			Date:
Are you under treatment for any medical problem?			
Women: Are you pregnant at this time?			
HEART - HAVE YOU EVER HAD OR DO YOU CURRENTLY HAVE:			
Heart Disease?			
High Blood Pressure?			
Treated for a Heart Condition?			
Unusually cold or bluish-colored hands?			
Rheumatic fever or heart murmur?			
Have you ever passed out or nearly passed out during or after exercise?			
Discomfort, pain, or pressure in your chest during exercise?			
Does your heart race or skip beats?			

Name:		Date:	
	Yes	No	<u>IF YES, GIVE DETAILS</u>
Has a doctor ever told you that you have high blood pressure, high cholesterol, or a heart infection?			
If yes, how was it treated?	Medicine	Diet	Exercise
Has a doctor ever ordered a test for your heart (e.g., EKG, echocardiogram, stress test, heart catheterization)?			
Phlebitis, varicose veins, or blood clots/poor circulation?			
Has anyone in your family ever died for no apparent reason?			
Does anyone in your family have a heart problem?			
Has anyone in your family died of heart problems or of sudden death before age 50?			
Have you ever refused any medical treatment for any heart related problem (i.e., for high blood pressure, high cholesterol, coronary artery disease?)			
LUNGS - HAVE YOU EVER HAD OR DO YOU CURRENTLY HAVE:			
Asthma or wheezing:			
Positive skin test for TB?			
Have you been exposed to someone who has TB?			
Pleurisy?			
More than three episodes of bronchitis in one year?			
Had a chest x-ray?			Date:
Have you ever refused any medical treatment for any lung related disorder (i.e., asthma, bronchitis pneumonia)?			
MUSCLE-SKELETAL - HAVE YOU EVER HAD OR DO YOU CURRENTLY HAVE:			
Arthritis, rheumatism, neck, back, or spine injury or disease?			
Herniated disc?			
Been treated for a back problem?			
Recurrent stiffness or back pain?			
Bursitis, tendonitis?			
Recurrent pulled muscles or sprains?			
Hand or wrist injury or problem?			

Name:		Date: _____	
	Yes	No	IF YES, GIVE DETAILS
Hip or knee injury or problem?			
Ankle or foot injury or problem?			
A job requiring heavy lifting or standing or sitting for long periods of time?			
Any broken bones? Please list.			
SURGERIES/OPERATIONS - HAVE YOU EVER HAD ANY :			
On your back, arm, leg, knee?			
To treat a hernia?			
Varicose veins?			
Other operations?			
Have you ever been hospitalized?			
BLOOD - HAVE YOU EVER HAD OR DO YOU CURRENTLY HAVE:			
Hepatitis A,B, C, Other			
Had a Blood Transfusion <u>ever</u> ?			When?
			Why?
Has a bleeding disorder or Anemia?			
Vomiting up blood?			
Blood or Black Tarry bowel movements?			
Blood in urine?			
Frequent nose bleeds?			

Comments:

I, the undersigned, do hereby certify that to the best of my knowledge, the answers I have given to the questions above are true and that I have no physical impairments except as stated above. I understand that any intentional omission or falsification of answers either verbally or in writing above may result in termination of my employment.

APPLICANT'S SIGNATURE:

DATE:



Pre-Employment Physical Authorization and Consent Form

I understand that I have been conditionally offered employment with the City of Hollywood contingent upon passing a pre-employment physical. Any protected health information gathered for this physical will remain under separate medical files in the Health Clinic.

I also understand that if I do not pass the physical and/or do not sign this authorization, I cannot be employed by the City of Hollywood.

The Undersigned agrees as follows:

1. I consent for the Health Clinic Medical personnel to provide me with a complete physical examination, including, but not limited to, all items required on the standard county physical form and if necessary a stress test, and tobacco usage test and therefore do hereby consent to said physical.
2. I authorize the release of the results stated as, “medically acceptable” or “medical unacceptable” only, as required to certify certain employees as employable.
3. I make the above agreements freely and voluntarily and with a full understanding of the physical examination.
4. By reading and initialing this, _____(initials), I authorize clinic personnel to release my medical records concerning my job duties to my employer. This authorization is required in order to meet HIPAA regulations.

I, the undersigned, do hereby certify that to the best of my knowledge, the answers I have provided to the questions herein are true and that I have no physical defects except as stated. I understand that any intentional omission or falsification of answers either verbally or in writing may result in termination of my employment.

Print Applicant/Employee Name

Signature

Date

Applicants or volunteers under age 18 require a parent or legal guardian’s signature.

Print Parent/Legal Guardian Name

Signature

Date



RESPIRATORY HISTORY AND SPIROMETRY

EMPLOYEE NAME: _____ SSN: _____

1. Current job or position: _____

Have you ever had or currently have any of the following? (Check below if yes)

Asthma	Food, Dust, or Animal Allergy	Emphysema
Valley Fever	Hay Fever, Sinusitis	Collapsed Lung
Tuberculosis	Chronic Bronchitis	Abnormal Chest X-Ray
Other Lung Problem	Surgery of Lungs, Heart, or Blood Vessels	

YES NO

		2.	Have you ever worked with asbestos or in any dusty environment such as a mine, stone quarry, foundry, farm, pottery, cotton, flax or hemp mill, or chemical plants? (Underline if Yes) Other: _____
		3.	Have you ever worked with x-ray or any radioactive materials, or had any physical condition due to exposure to radioactive materials?
		4.	Have you ever had or currently have any hobbies that expose you to wood or other dust, gases, or fumes such as paints, glues and solvent? What? _____
		5.	Do you cough on most days? If Yes, is it in morning only? _____ or all day? _____
		6.	Do you cough up Phlegm, Sputum, or mucous?
		7.	Have you ever noted wheezing, whistling or tightness in your chest?
		8.	Have you ever coughed up blood?
		9.	Do you get short of breath when hurrying on level ground, walking up a slight hill or climbing stairs?
		10.	Are you using any medications for Lung or Heart Problems? What? _____
		11.	Have you ever smoked cigarettes? Average number per day _____ for _____ years. Last smoked on _____ If stopped, when _____
		12.	Any breathing difficulties when wearing a mask?
		13.	Any anxiety or claustrophobia when wearing a mask?
		14.	When working, do you need to wear eyeglasses? _____ or contact lens? _____
		15.	Do you wear dentures?
		16.	Can you lift 35 pounds to shoulder level?
		17.	Have you had respiratory infection within the past three weeks, i.e. severe cold, pneumonia, influenza, or bronchitis?
		18.	Have you smoked within the last hour?
		19.	Have you used an aerosolized bronchodilator in the past hour?
		20.	What kind of work have you done for the longest period? _____ How many years? _____

Date: _____ Signature: _____

ATTACHMENT 4

Types of Medical Examination

Candidates for these positions will receive an examination which includes the following:

Review of personal and family health history (questionnaire)

Complete physical examination by physician

Group IB– Firefighters & Group IA – Police Officers

Complete exam according to NFPA Standards & FDLE Standards

CBC

BMP

Lipid Profile

Blood Pressure check

Urinalysis

Chest X-Ray (2 Views)

Spirometry

Audiogram

Vision – depth perception – peripheral vision tests

Tuberculosis Screen

12-lead EKG with interpretation

8-panel HRS drug test with MRO services

Nicotene drug test

Written report of examination findings

Group II - All heavy labor, skilled trades, lifeguards, equipment operation and grounds maintenance classifications.

Exam

CBC

Blood Pressure check

Urinalysis

Vision

Hearing

Tuberculosis Screen

12-Lead EKG with interpretation

8-panel HRS drug test with MRO services

Written report of examination findings

Group III – All classifications that cause moderate physical demands upon employees. Loud noises, stressful situations, noxious inhalants, drive or work around hazardous machinery i.e. lab workers, public safety telecommunication, complaint desk personnel, recreation coordinator and engineering personnel. May be required to stand, twist, squat, bend or reach, frequently or for prolonged periods.

They are not normally required to engage in strenuous activities such as running or heavy lifting (more than fifty (50) pounds) but may do considerable walking.

Exam
CBC
Blood Pressure check
Urinalysis
Vision
Hearing
Tuberculosis Screen
8-panel HRS drug test with MRO Services
Written report of examination findings

Group IV - The classifications in this group may be described as generally indoor, sedentary, white collar, and nonstrenuous.

Exam
CBC
Blood Pressure check
Urinalysis
Vision
Hearing
Tuberculosis Screen
8-panel HRS drug test with MRO services
Written report of examination findings

Attachment 5

11B-27.002 Certification, Employment or Appointment, Reactivation, and Terminating Employment or Appointment of Officers.

(1) Certification or Reactivation of Certification. Prior to submitting an application for certification or reactivation of certification for a law enforcement, correctional, or correctional probation officer, the employing agency shall collect and verify documents establishing that an applicant has complied with the requirements of Section 943.13, F.S. Verified documents shall be maintained in the officer's training file at the employing agency. The following documents are required for verification of an applicant's compliance with this rule section:

(a) Evidence of the applicant's age and citizenship verified by any of the following documents:

1. Copy of birth certificate; or
2. Copy of court documentation that attests to birth; or
3. Current and valid U.S. passport that indicates U.S. citizenship and birth date; or
4. Report of Birth Abroad of a Citizen of the United States, issued by a U.S. Consular Office; or
5. Certificate of Naturalization from the United States Department of Immigration and Naturalization.

(b) Evidence that the applicant is a high school graduate or its equivalent pursuant to Rule 11B-27.0021, F.A.C.

(c) Evidence that an applicant's fingerprints have been processed by the Federal Bureau of Investigation or the Florida Department of Law Enforcement, if identified as a single state offender or multi-state offender, pursuant to Rule 11B-27.00211, F.A.C.

~~(d) A Physician's Assessment, form CJSTC-75, revised November 8, 2007, hereby incorporated by reference, or an equivalent form signed by a physician, certified advanced registered nurse practitioner, or physician assistant licensed in the United States or its territories, verifying the applicant's fitness to perform the duties of an officer pursuant to Section 943.13(6), F.S. A copy of the officer's position description shall be reviewed by the physician to ensure that the applicant can meet the physical standards required of the position. A Patient Information, form CJSTC-75A, revised November 8, 2007, hereby incorporated by reference, may also be provided to the examining physician, certified advanced registered nurse practitioner, or physician assistant for reference. The CJSTC-75 form or equivalent, shall be completed with each new employment or appointment of an officer, and shall not be completed more than one year prior to an officer's employment or appointment. A CJSTC-75 form prepared for a specific employing agency shall not be used by any other employing agency.~~

(e) Evidence, by verification of military records, that the individual has not received a dishonorable discharge from any of the Armed Forces of the United States, pursuant to paragraph 11B-27.0022(2)(c), F.A.C.

(f) An Affidavit of Applicant, form CJSTC-68, revised November 8, 2007, hereby incorporated by reference, executed by the applicant attesting that the applicant complies with the employment or appointment qualifications pursuant to Sections 943.13(1)-(10), F.S.

(g) Evidence that a thorough background investigation was conducted pursuant to Rule 11B-27.0022, F.A.C. A thorough background investigation shall be conducted in conjunction with an officer's employment or appointment, regardless of existing evidence that a thorough background investigation of the officer was conducted for a previous employment or appointment.

(h) Evidence that the applicant has successfully completed a Commission-approved Basic Recruit Training Program, pursuant to Rules 11B-35.002 and 11B-35.003, F.A.C., and has achieved a passing score on the State Officer Certification Examination for the discipline for which certification is being sought pursuant to Section 943.13(10), F.S.

(2) The employing agency administrator is required, within 30 days of hire, to submit to Commission staff or electronically transmit through the Commission's Automated Training Management System (ATMS), and maintain on file a Registration of Employment Affidavit of Compliance, form CJSTC-60, revised November 8, 2007, hereby incorporated by reference, attesting to compliance by the employing agency with the following requirements:

(a) For law enforcement, correctional, and correctional probation officer applicants who have not been previously certified and who have complied with the certification requirements pursuant to Section 943.13(1)-(10), F.S., the employing agency shall certify to the Commission that the applicant is eligible for certification by submitting to Commission staff or electronically transmitting through the Commission's Automated Training Management System (ATMS), a completed Officer Certification Application, form CJSTC-59, revised November 8, 2007, hereby incorporated by reference, within 30 days of the applicant's compliance with the certification requirements. Upon receipt of an Officer Certification Application Deficiency Notification, form CJSTC-259, revised November 8, 2007, hereby incorporated by reference, the employing agency shall maintain on file, a copy of form CJSTC-59 and any other employment documentation. The employing agency shall submit a copy of form CJSTC-259 and the missing or deficient

Attachment 5

documentation to Commission staff within 90 days of the date the form was signed and issued to the agency. Failure by the employing agency to submit missing or deficient documentation within the required 90 days may result in denial of an applicant's request for certification. An officer applicant shall not work as a sworn officer prior to meeting the requirements of Sections 943.13 and 943.131, F.S.

(b) Name changes shall be verified by the employing agency through verification of information on legal documents such as a marriage license or official name change documents. To document an officer's name change, a completed Name Change Application, form CJSTC-79, revised November 8, 2007, hereby incorporated by reference, and a copy of supporting documentation shall be submitted to Commission staff.

(3) Employment requirements pursuant to Section 943.13, F.S., shall be documented on an Agency New Hire Report, form CJSTC-207, revised November 8, 2007, hereby incorporated by reference.

(a) The files of newly hired officers are subject to an on-site inspection by Commission staff to ensure compliance with the requirements of Chapter 943, F.S., and Rule Chapter 11B-27, F.A.C. All documents collected in conjunction with the background investigation shall be available for review. The following documents shall be reviewed for completeness:

1. A Registration of Employment Affidavit of Compliance form CJSTC-60.
2. An Employment Background Investigative Report, form CJSTC-77, revised November 8, 2007, hereby incorporated by reference.
3. An Affidavit of Applicant form CJSTC-68.
4. A Temporary Employment Authorization Statement, form CJSTC-65, revised November 8, 2007, hereby incorporated by reference.
5. Proof of age documentation.
6. Proof of citizenship documentation.
7. Legal document(s) for name change.
8. High School Diploma, GED, and Equivalency of Foreign and Non-Public High School Curriculum pursuant to subsection 11B-27.0021(1), F.A.C.
9. A copy of the most recently issued DD 214, or other official documents from the United States Military denoting the discharge status or copy of the officer's current military identification. Wording on the documentation shall indicate the discharge was any discharge other than dishonorable.
10. An FBI Civil Applicant Response provided from a Live Scan device by the Florida Department of Law Enforcement (FDLE) Certified Mail Application, with the National Crime Information Center (NCIC) criminal history record attached, and an FDLE Customer Summary Report and Transaction Listing with the Florida Criminal Information Center (FCIC) criminal history record attached. If a Civil Applicant Response is not received by the agency, the FCIC Criminal History indicating no single state or multi-state offender criminal history record exists shall be proof the applicant's fingerprints have been processed.
11. An Equivalency-of-Training, form CJSTC-76, revised November 8, 2007, and an Equivalency-of-Training Proficiency Demonstration, form CJSTC-76A, revised November 8, 2007, hereby incorporated by reference, for previous Florida and out-of-state, federal, or military officers, if the officer used this training option.
12. Results of the State Officer Certification Examination for training completed after June 30, 1993.
13. A Physician's Assessment form CJSTC-75 or equivalent.
14. Drug screen results of at least a 7-panel test pursuant to paragraph 11B-27.00225(2)(d), F.A.C.
15. An Affidavit of Separation, form CJSTC-61, revised November 8, 2007, hereby incorporated by reference, and Affidavit of Separation Supplement, form CJSTC-61A, revised November 8, 2007, hereby incorporated by reference, if the officer has separated employment with the agency.

(b) Commission staff shall conduct a re-inspection of the noted deficiencies, which shall be recorded on the Agency New Hire Report form CJSTC-207, within 90 days of the initial inspection.

1. If the deficiency(s) has been resolved prior to the re-inspection, Commission staff shall record the correction on form CJSTC-207.
2. If the deficiency(s) has not been resolved on or before the re-inspection date, the agency administrator shall provide Commission staff with a timeline for resolution of the noted deficiency(s) in the officer's file.
3. If the deficiency(s) noted in the officer's file remains unresolved, the Criminal Justice Standards and Training Commission Chairman shall notify the agency administrator, in writing, that the Registration of Employment Affidavit of Compliance form

Attachment 5

CJSTC-60, that has been signed by the agency administrator or its designee, confirming agency compliance with Section 943.133(2), F.S., is in fact not in compliance, and as such, is in violation of subparagraph 11B-27.0011(4)(c)11., F.A.C., and Section 837.06, F.S.

4. If the deficiency(s) noted in the officer's file remains uncorrected, the name of the agency and the deficiency(s) noted shall be included in the Commission's quarterly report for further action.

(4) Within four years of the beginning date of a Commission-approved Basic Recruit Training Program, an individual shall successfully complete the program, achieve a passing score on the applicable State Officer Certification Examination, and gain employment as an officer. An individual who is not employed as an officer in the discipline for which training was completed, within four years of the date of beginning such training, shall, as a condition for obtaining employment or appointment, comply with the following requirements:

(a) Successfully complete a Commission-approved Basic Recruit Training Program pursuant to Rule 11B-35.002, F.A.C., or qualify for an exemption from a Commission-approved Basic Recruit Training Program, pursuant to Section 943.131(2), F.S., to include demonstration of proficiency in the High-Liability Basic Recruit Training Courses pursuant to Rule 11B-35.0024, F.A.C.; and

(b) Achieve a passing score on the State Officer Certification Examination.

(5) Officer Separation from Employment or Appointment. An Affidavit of Separation form CJSTC-61, shall be completed by the employing agency and immediately transmitted via the Commission's ATMS or submitted to Commission staff.

(6) A completed Affidavit of Separation Supplement form CJSTC-61A, shall be submitted to Commission staff, along with form CJSTC-61, whenever there is a separation involving a violation of Section 943.13(4), F.S., or while being investigated for an alleged moral character violation.

Specific Authority 943.03(4), 943.12(1) FS. Law Implemented 943.12(3), 943.13, 943.133, 943.139, 943.1395 FS. History—New 10-6-82, Amended 4-26-84, 1-7-85, Formerly 11B-27.02, Amended 9-3-87, 3-29-89, 5-14-92, 12-13-92, 9-5-93, 1-19-94, 1-2-97, 7-7-99, 8-22-00, 7-29-01, 11-5-02, 11-30-04, 3-27-06, 3-21-07, 6-9-08.

11B-27.00225 Controlled Substance Testing Procedures.

(1) The employing agency is required to conduct a background investigation upon each applicant for certification, or employment or appointment, which shall include the analysis of a urine sample furnished by the applicant for the presence of controlled substances or metabolites, which shall be consistent with the procedures for drug testing pursuant to Section 112.0455, F.S. and Rule Chapter 59A-24, F.A.C., which have been adopted by the Agency for Health Care Administration. A new urine sample shall be submitted for analysis following any break-in-service.

(2) The employing agency shall verify the following requirements for the collection and analysis of urine samples:

(a) The procedures for collection sites and specimen collection complies with the requirements of Rule 59A-24.005, F.A.C.

(b) Each applicant gave written consent prior to giving the sample for collection, analysis for evidence of controlled substances, and disclosure of the analysis results to the employing agency and to the Commission.

(c) The procedures for analyzing and reporting the urine sample were consistent with Rule 59A-24.006, F.A.C.

(d) The laboratory performing the analysis did analyze the urine sample for the presence of the following seven substances:

1. Amphetamines (amphetamine and methamphetamine).
2. Cannabis or Cannabinoids.
3. Cocaine or Cocaine Metabolite.
4. Phencyclidine.
5. Opiates (codeine and morphine).
6. Barbiturates.
7. Benzodiazepines.

Specific Authority 943.03(4), 943.12(1) FS. Law Implemented 943.13(7), 943.133, 943.1395 FS. History—New 7-13-87, Amended 1-2-97, 7-7-99, 8-22-00, 11-5-02, 11-30-04.

Police Officer

DEPT: Police

CODE: 3048

PAYGRADE: P36

CHARACTERISTICS OF THE CLASS

Under the general supervision of a Sergeant and in cooperation with the community, performs a variety of policing and law enforcement activities. Tasks are primarily service oriented and include patrol, investigative, and enforcement functions, to generally provide for the safety of the public, and to perform essential functions as required. Duties include an element of personal danger, exposure to adverse weather conditions, apprehending criminals, directing traffic, and transporting prisoners. Incumbents perform duties in accordance with Florida Statutes and established departmental policies, procedures, and guidelines. The incumbent must be able to act without close supervision and must be able to exercise independent judgement. Work is reviewed through observation, conferences and review of written work product for results obtained and adherence to established policies and procedures. May be authorized to assume the duties of a Sergeant in their absence.

EXAMPLES OF ESSENTIAL FUNCTIONS

- 1. Conducts preventative patrol in designated areas of the City.**
 - a) Patrol residential/business areas for detection of violators.
 - b) Initiate contacts with both business operators and residents.
 - c) Maintain an open-line of communication with the community.
 - d) Obtain information and increase knowledge of persons and conditions within an assigned area.
- 2. Responds to calls for police service takes action upon observing a circumstance or situation requiring police attention.**
 - a) Respond to domestic disputes, disturbances and other incidents and attempt to resolve through counseling and referral (Domestic Disturbances are handled per policies and procedures and State Statute).
 - b) Settle disputes among neighbors, juveniles, gangs, etc.
 - c) Handles any and all related complaints from the community.
- 3. Provides information and/or assistance to the public.**
 - a) Interact with diverse groups of people.
 - b) Answer a wide range of non-police related service calls.
 - c) Inform citizens of available services in the community.
 - d) Coordinate information and resources among other Department employees, public and private agencies, and citizens.
 - e) Provide referrals to City, County, State, Federal, and Private Agencies.

- 4. Maintains the peace and safety of the community.**
 - a) Quell public disturbances.
 - b) Maintain civil obedience at group functions.
 - c) Work with the community to identify crime, quality of life issues and other concerns.
 - d) Use problem solving skills, creativity, and innovative approaches to design strategies to address these concerns.
 - e) Anticipate crime trends and develop plans to break negative patterns before they become established.
 - f) Create an environment in which community members are motivated to organize and assist in the implementation of problem-solving strategies.
- 5. Provides for the safe and convenient flow of vehicular, marine and pedestrian traffic.**
 - a) Investigate traffic and marine accidents.
 - b) Enforce traffic and marine laws when and where necessary.
 - c) Promote vehicular, marine and pedestrian safety.
 - d) Report unsafe road and travel conditions.
 - e) Conduct DUI investigations.
- 6. Conducts criminal and non-criminal investigations.**
 - a) Conduct initial investigations into a variety of crimes.
 - b) Conduct investigations concerning civil disturbances. (Landlord/tenant, failure to pay, child custody, etc.)
 - c) Conduct follow-up investigations of crimes and other incidents.
 - d) Conduct surveillance for suspected or potential criminal activity.
- 7. Enforces laws and arrests lawbreakers.**
 - a) Analyze and interpret legal codes and criminal evidence.
 - b) Enforce laws and arrest lawbreakers.
 - c) Issue Notices to Appear.
 - d) Issue traffic citations.
- 8. Prepares written reports, forms, and other documents as required.**
 - a) Complete standardized departmental forms relating to crimes and occurrences.
 - b) Prepare narrative reports of incidents (supplemental reports, probable cause affidavits, etc.)
 - c) Prepare basic and detailed reports pertaining to departmental business on such forms and in such format as may be required.
 - d) Uses computers for reports, communications, and information retrieval and archiving.

- 9. Maintains Proficiency and Professionalism.**
 - a) Attend work regularly, reliably, and punctually.
 - b) Adhere to Department policies, rules, regulations, SOP's, laws and ordinances.
 - c) Keep Superiors informed.
 - d) Report orally, or in writing, on matters of concern to public safety, the Department, or the City.
 - e) Consistently practice ethical behavior.
 - f) Make recommendations for improvement.
- 10. Testify in legal proceedings as a credible witness regarding official duties (civil, administrative, criminal courts and depositions.).**
- 11. Provides a variety of specialized services when properly trained and so assigned.**
 - a) K-9.
 - b) S.W.A.T.
 - c) Marine Patrol.
 - d) Motorcycle Patrol.
 - e) Detective.
 - f) Youth Services.
 - g) Crisis Negotiation Team.
- 12. Provides support and assistance to other Police Officers, and City, State, County, and Federal employees.**
 - a) Serve as a back-up officer for other Officers handling calls.
 - b) Stand-by while other City/County/State agencies perform their duties and functions.
 - c) Assist in training and developing other employees.
- 13. Takes proper safety precautions, anticipates unsafe circumstances, and acts accordingly to prevent accidents.**
 - a) Responsible for the safety of self, others, materials and equipment.
 - b) Use all required safety equipment as trained or dictated by policy.
 - c) Practices safe driving techniques.

(NOTE) The examples of essential functions as listed in this classification specification are not necessarily descriptive of any one position in the class. The omission of an essential function of work does not preclude management from assigning duties not listed herein if such functions are a logical assignment to the position

REQUIREMENTS

A. Training and Experience:

United States Citizen.

Minimum 21 years of age.

High School Graduate or G.E.D. equivalency.

Pass Criminal Justice Basic Abilities Test (CJBAT) and/or pass a competitive civil service exam (Law).

Pass Swim Test

Pass computer voice stress analysis examination.

Pass psychological screening (Law).

Pass an extensive medical evaluation and drug screening.

Meet current State training requirements as necessary.

Pass an extensive background investigation.

Pass drug detection by hair analysis test.

Stable work history.

Valid driver's license and acceptable driving record.

Must possess ability to exercise discretion.

Be of good moral character, have no felony convictions, and committed no incidents of violence.

Military discharge must not have been dishonorable.

B. Knowledge, Abilities and Skill:

- Knowledge of federal laws, state statutes, and local ordinances.
- Knowledge of the rules, regulations, policies, and procedures of the Hollywood Police Department.
- Knowledge of crime prevention techniques.
- Knowledge of First Responder and CPR techniques.
- Skill in the operation of motor vehicles under favorable and adverse conditions.
- Skill in the use of computer hardware and software.
- Ability to Learn and apply new information.
- Ability to work effectively as an individual and member of a group.
- Ability to interact and work with others appropriately and effectively in a work place and community of diverse cultures, ages, genders, and socio-economic backgrounds.
- Ability to understand and follow oral and written instructions.
- Ability to communicate effectively, verbally, in writing, and interpersonally with superiors, subordinates, and the community.
- Ability to assert self appropriately.
- Ability to analyze situations quickly and objectively.
- Ability to determine proper courses of action within the established framework of law, policies and procedures.

- Ability to solve problems with innovation and creativity, including alternatives which involve taking risks.
- Provide effective and efficient services with courtesy, responsiveness, and competence.
- Ability to maintain composure under emergency situations.
- Ability to work effectively under stressful conditions.
- Ability to accept responsibility, acknowledge mistakes, and share successes.
- Ability to exercise common sense and good judgment.
- Ability to learn and perform self-defense and control techniques.
- Ability to appropriately use firearms, impact weapons, and chemical agents.
- Ability to become keenly familiar with the geography of the City and surrounding areas.
- Ability to work shift work, weekends, holidays, and emergency call-outs.
- Ability to learn and adapt to changing technologies and practices.

C. Physical Requirements: 4

D. Environmental Requirements: 3

E. Sensory Requirements: 2,3,4,5,6,7,8,9



Florida Department of
Law Enforcement

PHYSICIAN'S ASSESSMENT

Incorporated by Reference in Rules 11B-27.002(1)(d), F.A.C.



CJSTC
75

1. Applicant's Name: _____
Last First MI

2. Applicant's Home Address: _____

3. Last Four Digits of the Applicant's Social Security Number: _____

4. Hiring Agency: _____

5. The Applicant Is Requesting Employment in one of the Following Disciplines:

Law Enforcement

☐

Correctional

☐

Correctional Probation

☐

Note: A position description was provided that describes the job duties the applicant will perform.

6a. To the Examining Physician:

The examination of this applicant is for employment as an officer, and shall include a complete physical examination at a level of specificity sufficient to determine whether there is any medical or physiological reason that would prevent the applicant from performing the essential functions for employment as an officer for the discipline indicated in number 5 above. Disabilities, impairment, or limitations identified by the examination, which would prevent the applicant from performing the essential functions for the officer position, should be reported to the employing agency.

6b. Physician's Attestment:

☐

I hereby attest that I have examined the above named applicant and find him/her **CAPABLE** of performing the essential functions of the law enforcement, correctional, or correctional probation officer job for which the applicant is seeking employment reflected in number 5 above.

☐

I hereby attest that I have examined the above named applicant and find him/her **NOT CAPABLE** of performing the essential functions of the law enforcement, correctional, or correctional probation officer job for which the applicant is seeking employment reflected in number 5 above.

7. **Pre-existing Conditions:** Sections 112.18 and 943.13, F.S., require agency knowledge of the following three pre-existing conditions. However, these outcomes do not statutorily disqualify the applicant from employment.

Please respond to the following "in my professional opinion, this examination":

7a. Did ☐ or did not ☐ reveal evidence of tuberculosis.

7b. Did ☐ or did not ☐ reveal evidence of heart disease.

7c. Did ☐ or did not ☐ reveal evidence of hypertension.

8. _____
Physician, Certified Advanced Registered Nurse Practitioner, or Physician Assistant's Signature Printed Name Examination Date

9. _____
Physician, Certified Advanced Registered Nurse Practitioner, or Physician Assistant's License Number Licensing State

10. _____
Physician, Certified Advanced Registered Nurse Practitioner, or Physician Assistant's Professional Address

INSTRUCTIONS FOR COMPLETING FORM CJSTC-75

Use this form to document and verify the applicant's compliance with the employment requirements of Section 943.13, F.S.

GENERAL INSTRUCTIONS

- This form or an equivalent form, indicating that the officer is capable of performing the essential functions of the law enforcement, correctional, or correctional probation officer duties for which the applicant is seeking employment, **is required** and shall be used in conjunction with the Patient Information form CJSTC-75A or an equivalent form, to assist the physician, certified advanced registered nurse practitioner, or physician assistant, by providing testing guidelines to examine the applicant.
- An employing agency shall provide a position description to the physician, certified advanced registered nurse practitioner, or physician assistant that describes the job duties the applicant will perform. The position description will assist in determining whether the applicant is capable of performing the essential functions of a law enforcement, correctional, or correctional probation officer duties for which the applicant is seeking employment.
- This form or an equivalent form shall be used to satisfy the requirements of Section 943.13(6), F.S., and Rule 11B-27.002(1)(d), F.A.C. The completed form CJSTC-75 or an equivalent form shall be completed for each new employment or appointment of an officer, and shall not be completed more than one year prior to an officer's employment or appointment. A CJSTC-75 form completed for a specific employing agency shall not be used by any other employing agency.

INSTRUCTIONS ON HOW TO COMPLETE THIS FORM

1. **Applicant's Name:** Enter the applicant's full legal name.
2. **Applicant's Address:** Enter the applicant's home address.
3. **Last Four Digits of the Social Security Number:** Enter the last four digits of the applicant's social security number as in this example: 000-00-1234.
4. **Hiring Agency:** Enter the hiring agency's name.
5. **Request for Employment as an officer:** Place a check mark in the box for one of the following disciplines: Law Enforcement, Correctional, or Correctional Probation.
- 6a. **Examining Physician:** The examining physician shall examine the applicant for any medical or physiological reasons that would prevent the applicant for employment as an officer pursuant to the attached job duties.
- 6b. **Physician's Attestment:** The physician, certified advanced registered nurse practitioner, or physician assistant shall mark the appropriate box attesting that the applicant is capable or not capable of performing the essential functions of the law enforcement, correctional, or correctional probation officer discipline for which the officer/applicant is seeking employment.
7. Sections 112.18 and 943.13, Florida Statutes, require agency knowledge of the following three pre-existing conditions for potential future disability claims. These outcomes are not disqualifying for employment.
 - a. Place a check mark in the appropriate box to indicate whether the examination did or did not reveal evidence of tuberculosis.
 - b. Place a check mark in the appropriate box to indicate whether the examination did or did not reveal evidence of heart disease.
 - c. Place a check mark in the appropriate box to indicate whether the examination did or did not reveal evidence of hypertension.
8. **Signature:** The physician, certified advanced registered nurse, or Physician Assistant shall sign and print his or her name and enter the examination date.
9. **License Number:** Enter the physician, certified advanced registered nurse practitioner, or physician assistant's license number.
Licensing State: Enter the state in which the physician, certified advanced registered nurse practitioner, or physician assistant is licensed.
10. **Professional Address:** Enter the physician, certified advanced registered nurse, or physician assistant's professional address.



Incorporated by Reference in Rule 11B-27.002(1)(d), F.A.C.



CJSTC
75A

- TO BE COMPLETED BY THE EXAMINING PHYSICIAN**

Please note the presence of eyeglasses, contact lenses, hearing aids, or devices such as braces, supports, canes, crutches, or prostheses.

- | | Normal | Abnormal |
|---|--------------------------|--------------------------|
| Color Perception | ☐ | ☐ |
| Estimated Field of Vision | ☐ | ☐ |
| Estimated Auditory Acuity | ☐ | ☐ |
| Head, Eyes, Ears, Nose, Throat, Neck, and Thyroid Gland | ☐ | ☐ |
| Thorax and Lungs | ☐ | ☐ |
| Heart | ☐ | ☐ |
| Abdomen | ☐ | ☐ |
| Skin | ☐ | ☐ |
| Neurologic | ☐ | ☐ |
| Spine | ☐ | ☐ |
| Extremities | ☐ | ☐ |
| Mental Status | ☐ | ☐ |
| Electrocardiogram | ☐ | ☐ |
| Urinalysis | ☐ | ☐ |
| Complete Blood Count | ☐ | ☐ |
| Blood Chemistry Panel | ☐ | ☐ |

10. Comments: _____

11. Results of tuberculosis skin test: _____
12. Sections 112.18 and 943.13, F.S. requires agency knowledge of the following three pre-existing conditions. However, these outcomes do not statutorily disqualify the applicant from employment. Accordingly, please respond to the following: In my professional opinion, this examination:
- A. Did ☐ or did not ☐ reveal evidence of tuberculosis.
- B. Did ☐ or did not ☐ reveal evidence of heart disease.
- C. Did ☐ or did not ☐ reveal evidence of hypertension.

INSTRUCTIONS FOR COMPLETING FORM CJSTC-75A

Please type or print in black or blue ink and use capital and small letters to write names and addresses.

GENERAL INSTRUCTIONS

This form or an equivalent form is to be provided to the examining physician, certified advanced registered nurse practitioner, or physician assistant to use when conducting a physical examination and shall be used in conjunction with the Physician's Assessment form CJSTC-75 or an equivalent form.

Upon completion of the physical, a completed copy shall be provided to the applicant or employing agency.

Employing Agencies Instructions for Completing Form CJSTC-75A

1. **Applicant's Name:** Enter the applicant's full legal name.
2. **Applicant's Address:** Enter the applicant's home address.
3. **Social Security Number (optional):** Enter the last four digits of the applicant's social security as in this example: 000-00-0000.
4. **Hiring Agency:** Enter the hiring agency's name.
5. **Position Applied For:** Enter one of the following disciplines: Law enforcement, correctional, or correctional probation.

Physician's Instructions for Completing Form CJSTC-75A

Note: Indicate the presence of supportive devices by specifying on the provided lines.

1. **Gender:** Enter the sex of the applicant.
2. **Height:** Enter the height of the applicant in inches.
3. **Weight:** Enter the weight of the applicant in pounds
4. **Blood Pressure:** Enter the applicant's systolic and diastolic blood pressure rate.
5. **Resting Pulse:** Enter the applicant's resting pulse rate. Note any irregularities.
6. **Oral Temperature:** Enter the applicant's oral temperature.
7. **Resting Respiratory Rate:** Enter the applicant's resting respiratory rate.
8. **Corrected Visual Acuity** Enter the applicant's corrected visual acuity of the right and left eye.
9. **Physical Examination.** Enter NORMAL or ABNORMAL in the boxes that details the tests and physical examination of the applicant.
10. **Comments:** Enter any additional comments.
11. **Results of the Tuberculosis Skin Test:** Enter the applicant's results of the Tuberculosis Skin Test.
12. Sections 112.18 and 943.13, Florida Statutes, require agency knowledge of the following three pre-existing conditions for potential future disability claims. These outcomes are not disqualifying for employment.
 - A. Place a check mark in the appropriate box to indicate whether the examination did or did not reveal evidence of tuberculosis.
 - B. Place a check mark in the appropriate box to indicate whether the examination did or did not reveal evidence of heart disease.
 - C. Place a check mark in the appropriate box to indicate whether the examination did or did not reveal evidence of hypertension.

ATTACHMENT 6

NFPA 1582 OVERVIEW OF CHAPTER 6

NEW HIRE / CANDIDATES ONLY

This is intended as a “quick-sheet” overview and shall not be used without a complete understanding of NFPA 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments

To obtain a copy of [NFPA 1582](#), visit the NFPA website at www.nfpa.org

See NFPA1582 Chapter 7 for volunteer, paid on call, part time, or career firefighters

Italic green text indicates changes made in the 2013 version

Minimal medical requirements are clearly delineated in NFPA 1582 - Chapter 6. Nothing is intended to restrict any jurisdiction from exceeding these minimum requirements.

For the Candidates/New Hire the determination is whether the individual is medical sound to perform as a member in a training or emergency operational environment without presenting a significant risk to the safety and health of the person or others is broken into two (2) categories.

Ⓐ Category A

• Medical Condition - *Anything in this category **would preclude hire**. Each category also includes –“Any condition that results in the candidate not being able to safely perform one or more of the essential job tasks.”*

Ⓑ Category B

• Medical Condition - A condition that, *based on its severity or degree, **could preclude hire** but only if despite the condition the candidate “can perform the essential job tasks without posing a significant safety and health risk to themselves, members, or civilians”.*

List of Conditions

NOTICES:

- An asterisk (*) indicates that explanatory material is in Annex A of NFPA 1582.
- Requirements are different for volunteer, paid on call, part time, or career firefighters. See NFPA 1582 Chapter 7

6.3 Head and Neck – Candidates/New Hire

6.3.1 Head Category A

- Ⓐ Defect of skull preventing helmet use or leaving underlying brain unprotected from trauma
- Ⓐ Any skull or facial deformity that would not allow for a successful fit test for respirators used by that department
- Ⓐ *Any condition that results in the candidate not being able to safely perform one or more of the essential job tasks*

Category B

- Ⓑ **Deformities of the skull such as depressions or exostoses*
- Ⓑ **Deformities of the skull associated with evidence of disease of the brain, spinal cord, or peripheral nerves*
- Ⓑ **Loss or congenital absence of the bony substance of the skull*

6.3.2 Neck Category A

- Ⓐ *Any condition that results in the candidate not being able to safely perform one or more of the essential job tasks*

Category B

- Ⓑ **Thoracic outlet syndrome*
- Ⓑ **Congenital cysts, chronic draining fistulas, or similar lesions*
- Ⓑ **Contraction of neck muscles*

6.4 Eyes and Vision – Candidates/New Hire

Category A

Ⓐ Far visual acuity less than 20/40 binocular, corrected with contact lenses or spectacles, or far visual acuity less than 20/100 binocular for wearers of hard contacts or spectacles, uncorrected

Ⓐ *Color perception—monochromatic vision resulting in inability to use imaging devices such as thermal imaging cameras

Ⓐ *Monocular vision

Ⓐ *Any condition that results in the candidate not being able to safely perform one or more of the essential job tasks*

Category B

Ⓑ **Diseases of the eye such as retinal detachment, progressive retinopathy, or optic neuritis*

Ⓑ **Ophthalmological procedures such as radial keratotomy, Lasik procedure, or repair of retinal detachment*

Ⓑ *Peripheral vision in the horizontal meridian of less than 110 degrees in the better eye or any condition that significantly affects peripheral vision in both eyes*

6.5 Ears and Hearing – Candidates/New Hire

Category A

Ⓐ Chronic vertigo or impaired balance as demonstrated by the inability to tandem gait walk

Ⓐ On audiometric testing, average hearing loss in the unaided better ear greater than 40 decibels (dB) at 500 Hz, 1000 Hz, 2000 Hz, and 3000 Hz when the audiometric device is calibrated to ANSI Z24.5, Audiometric Device Testing

Ⓐ *Any condition (or hearing impairment) that results in the candidate not being able to safely perform one or more of the essential job tasks*

Ⓐ **Hearing aid or cochlear implant*

Category B

Ⓑ **Unequal hearing loss*

Ⓑ *Average uncorrected hearing deficit at the test frequencies 500 Hz, 1000 Hz, 2000 Hz, and 3000 Hz greater than 40 dB in either ear*

Ⓑ *Atresia, stenosis, or tumor of the auditory canal*

Ⓑ **External otitis, recurrent*

Ⓑ **Agenesis or traumatic deformity of the auricle*

Ⓑ **Mastoiditis or surgical deformity of the mastoid*

Ⓑ **Ménière's syndrome, labyrinthitis, or tinnitus*

Ⓑ **Otitis media*

Ⓑ *Surgical procedures to correct or improve hearing or other conditions of the ear*

6.6 Dental – Candidates/New Hire

Category A

Ⓐ *Any condition that results in inability to safely perform one or more of the essential job tasks.*

Category B

Ⓑ **Diseases of the jaws or associated tissues*

Ⓑ **Orthodontic appliances*

Ⓑ **Oral tissues, extensive loss*

ⓑ **Relationship between the mandible and maxilla that interferes with satisfactory postorthodontic replacement or ability to use protective equipment*

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NFPA 1582 Overview of Chapter 6

6.7 Nose, Oropharynx, Trachea, Esophagus, and Larynx – Candidates/New Hire

Category A

Ⓐ **Tracheostomy*

Ⓐ **Aphonia*

Ⓐ Any nasal, oropharyngeal, tracheal, esophageal, or laryngeal condition that results in inability to safely perform one or more of the essential job tasks including fit testing for respirators such as N-95 for medical response, P-100 for particulates and certain vapors, and SCBA for fire and hazmat operations

Ⓐ *Any condition that results in inability to safely perform one or more of the essential job tasks.*

Category B

ⓑ **Congenital or acquired deformity*

ⓑ **Allergic rhinitis*

ⓑ *Epistaxis, recurrent*

ⓑ **Sinusitis, recurrent*

ⓑ **Dysphonia*

ⓑ *Anosmia*

ⓑ *Tracheal stenosis*

ⓑ *Nasopharyngeal polyposis*

ⓑ **Obstructive apneas (e.g., sleep apnea) if unresponsive to treatment*

6.8 Lungs and Chest Wall – Candidates/New Hire

Category A

Ⓐ Active hemoptysis

Ⓐ Current empyema

Ⓐ Pulmonary hypertension

Ⓐ Active tuberculosis

Ⓐ **A forced vital capacity (FVC) or forced expiratory volume in 1 second (FEV1) less than 70 percent predicted even independent of disease*

Ⓐ **Obstructive lung diseases (e.g., emphysema, chronic bronchitis, asthma) with an absolute FEV1/FVC less than 0.70 and with either the FEV1 below normal or both the FEV1 and the FVC below normal (less than 0.80) (see references in E2)*

Ⓐ **Hypoxemia — oxygen saturation less than 90 percent at rest or exercise desaturation by 4 percent or to less than 90 percent (exercise testing indicated when resting oxygen is less than 94 percent but greater than 90 percent)*

Ⓐ **Asthma—reactive airways disease requiring bronchodilator or corticosteroid therapy for 2 or more consecutive months in the previous 2 years, unless the candidate can meet the requirement in 6.8.1.1*

Ⓐ Lung Transplant

Ⓐ **A candidate who has in the past required bronchodilator, corticosteroid, or anti-inflammatory therapy (e.g., leukotriene receptor antagonists, such as Montelukast) for asthma but who does not believe he/she has asthma shall be evaluated by a pulmonologist or other expert in asthmatic lung diseases, such as an allergist, to determine if the candidate meets all four requirements in 6.8.1.1*

Ⓐ Challenge testing shall be performed of all anti-inflammatory medications (e.g., inhaled or oral steroids, leukotriene receptor antagonists) for 4 weeks preceding the test, off all antihistamines (e.g., oral allergy medications) for 1 week, and off all bronchodilators on the day of testing

Ⓐ *Any condition that results in inability to safely perform one or more of the essential job tasks.*

Category B

Ⓑ **Pulmonary resectional surgery, chest wall surgery, and pneumothorax*

Ⓑ *Pleural effusion*

Ⓑ **Fibrothorax, chest wall deformity, and diaphragm abnormalities*

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Ⓑ **Interstitial lung diseases*

Ⓑ **Pulmonary vascular diseases or history of pulmonary embolism*

Ⓑ **Bronchiectasis, if abnormal pulmonary function or recurrent infections*

Ⓑ *Infectious diseases of the lung or pleural space*

Ⓑ *Cystic fibrosis*

Ⓑ *Central or obstructive apnea (e.g., sleep apnea) if unresponsive to treatment*

6.9 Aerobic Capacity – Candidates/New Hire

Category A

Ⓐ Aerobic capacity less than 12 metabolic equivalents (METs) (12 METs= 42 mL O₂/kg/min).

6.10 Heart and Vascular System – Candidates/New Hire

6.10.1 Heart Category A

Ⓐ Coronary artery disease, including history of myocardial infarction, angina pectoris, coronary artery bypass surgery, coronary angioplasty, and similar procedures

Ⓐ **Cardiomyopathy or congestive heart failure, including signs or symptoms of compromised left or right ventricular function or rhythm, including dyspnea, S3 gallop, peripheral edema, enlarged ventricle, abnormal ejection fraction, and/ or inability to increase cardiac output with exercise*

Ⓐ **Acute pericarditis, endocarditis, or myocarditis*

Ⓐ **Syncope, recurrent*

Ⓐ **A medical condition requiring an automatic implantable cardiac defibrillator or history of ventricular tachycardia or ventricular fibrillation due to ischemic or valvular heart disease, or cardiomyopathy*

Ⓐ *Third-degree atrioventricular block*

Ⓐ **Cardiac pacemaker*

Ⓐ *Hypertrophic cardiomyopathy, including idiopathic hypertrophic subaortic stenosis*

Ⓐ *Heart Transplant*

Ⓐ *Any condition that results in the candidate not being able to safely perform one or more of the essential job tasks*

Category B

Ⓑ **Valvular lesions of the heart, including prosthetic valves*

Ⓑ **Recurrent supraventricular or atrial tachycardia, flutter, or fibrillation*

Ⓑ **Left bundle branch block*

Ⓑ *Second-degree atrioventricular block in the absence of structural heart disease*

Ⓑ *Sinus pause more than 3 seconds*

Ⓑ **Ventricular arrhythmia (history or presence of multifocal*

Ⓑ *PVCs or nonsustained ventricular tachycardia on resting EKG with or without symptoms; history or presence of sustained ventricular tachycardia with or without symptoms)*

Ⓑ **Cardiac hypertrophy or hypertrophic cardiomyopathy*

Ⓑ **History of a congenital abnormality*

Ⓑ **Chronic pericarditis, endocarditis, or myocarditis*

6.10.2 Vascular System Category A

Ⓐ *Hypertension - (a)*Uncontrolled or poorly controlled hypertension (b) *Hypertension with evidence of end - organ damage*

Ⓐ **Thoracic or abdominal aortic aneurysm*

Ⓐ *Carotid artery stenosis or obstruction resulting in greater than or equal to 50 percent*

reduction in blood flow Ⓐ **Peripheral vascular disease resulting in symptomatic claudication*

Ⓐ *Any other condition that results in inability to safely perform one or more of the essential job tasks*

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Category B

Ⓑ *Vasospastic phenomena such as Raynaud's phenomenon*

Ⓑ **Thrombophlebitis; thrombosis, or varicosities*

Ⓑ **Chronic lymphedema due to lymphadenopathy or venous valvular incompetency*

Ⓑ **Congenital or acquired lesions of the aorta or major vessels*

Ⓑ **Circulatory instability as indicated by orthostatic hypotension, persistent tachycardia, and peripheral vasomotor disturbances*

Ⓑ *History of surgical repair of aneurysm of the heart or major vessel*

6.11 Abdominal Organs and Gastrointestinal System – Candidates/New Hire

Category A

Ⓐ *Presence of uncorrected inguinal/femoral hernia regardless of symptoms*

Ⓐ *Any condition that results in the candidate not being able to safely perform one or more of the essential job tasks*

Category B

Ⓑ **Cholecystitis*

Ⓑ **Gastritis*

Ⓑ **GI bleeding*

Ⓑ **Acute hepatitis*

Ⓑ *Hernia including the following:*

- *Uncorrected umbilical, ventral, or incisional hernia if significant risk exists for infection or strangulation*

- *Significant symptomatic hiatal hernia if associated with asthma, recurrent pneumonia, chronic pain, or chronic ulcers*

- **Surgically corrected hernia more than 3 months after surgical correction*

Ⓑ **Inflammatory bowel disease or irritable bowel syndrome*

Ⓑ **Intestinal obstruction*

Ⓑ **Pancreatitis*

Ⓑ *Diverticulitis*

Ⓑ **History of gastrointestinal surgery*

Ⓑ **Peptic or duodenal ulcer or Zollinger-Ellison syndrome*

Ⓑ **Asplenia*

ⓑ **Cirrhosis, hepatic or biliary*

ⓑ **Chronic active hepatitis*

6.12 Metabolic Syndrome – Candidates/New Hire

Category A

Ⓐ **Medical conditions shall include metabolic syndrome with aerobic capacity less than 12 METs.*

Category B

ⓑ *Medical conditions shall include metabolic syndrome with aerobic capacity 12 METs or greater.*

6.13 Reproductive System (See B1.2.1.) – Candidates/New Hire

Category A

Ⓐ *Any genital condition that results in inability to safely perform one or more of the essential job tasks.*

Category B

ⓑ *Pregnancy, for its duration*

ⓑ *Dysmenorrhea*

ⓑ *Endometriosis, ovarian cysts, or other gynecologic conditions*

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ⓑ *Testicular or epididymal mass*

6.14 Urinary System – Candidates/New Hire

Category A

Ⓐ *Renal failure or insufficiency requiring continuous ambulatory peritoneal dialysis (CAPD) or hemodialysis*

Ⓐ *Any condition that results in the candidate not being able to safely perform one or more of the essential job tasks*

Category B

ⓑ *Diseases of the kidney*

ⓑ *Diseases of the ureter, bladder, or prostate*

6.15 Spine and Axial Skeleton – Candidates/New Hire

Category A

Ⓐ *Scoliosis of thoracic or lumbar spine with angle greater than or equal to 40 degrees*

Ⓐ *History of spinal surgery with rods that are still in place*

Ⓐ *Any spinal or skeletal condition producing sensory or motor deficit(s) or pain due to radiculopathy or nerve root compression*

Ⓐ *Any spinal or skeletal condition causing pain that frequently or recurrently requires narcotic analgesic medication*

Ⓐ *Cervical vertebral fractures with multiple vertebral body compression greater than 25 percent; evidence of posterior element involvement, nerve root damage, disc involvement, dislocation (partial, moderate, severe), abnormal exam, ligament instability, symptomatic, and/or less than 6 months post injury or less than 1 year since surgery*

Ⓐ *Thoracic vertebral fractures with vertebral body compression greater than 50 percent; evidence of posterior element involvement, nerve root damage, disc involvement, dislocation (severe—with or without surgery), abnormal exam, ligament instability, symptomatic, and/or less than 6 months post injury or less than 1 year since surgery*

Ⓐ Lumbosacral vertebral fractures with vertebral body compression greater than 50 percent; evidence of posterior element involvement, nerve root damage, disc involvement, dislocation (partial, moderate, severe), fragmentation, abnormal exam, ligament instability, symptomatic, and/or less than 6 months post injury or less than 1 year since surgery

Ⓐ *Any condition that results in the candidate not being able to safely perform one or more of the essential job tasks*

Category B

Ⓑ *Congenital or developmental malformations of the back, particularly those that can cause instability, neurological deficits, pain, or limit flexibility*

Ⓑ *Scoliosis with angle less than 40 degrees*

Ⓑ *Arthritis of the cervical, thoracic, or lumbosacral spine*

Ⓑ *Facet atrophism, high lumbosacral angle, hyperlordosis, Schmorl's nodes, Scheuermann's disease, spinal bifida occulta, spondylolisthesis, spondylolysis, or transitional vertebrae*

Ⓑ *History of infections or infarcts in the spinal cord, epidural space, vertebrae, or axial skeletal joints*

Ⓑ *History of discectomy, laminectomy, or vertebral fractures*

Ⓑ *History of spine fusion that results in instability; reduced mobility, strength, or range of motion; or persistent pain.*

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6.16 Extremities – Candidates/New Hire

Category A

Ⓐ Joint replacement - unless all four requirements in 6.16.1 (1) are met

Ⓐ Amputation or congenital absence of upper-extremity limb (hand or higher)

Ⓐ Amputation of either thumb proximal to the midproximal phalanx

Ⓐ Amputation or congenital absence of lower-extremity limb (foot or above) unless the candidate meets all seven requirements listed in 6.16.1 (4)

Ⓐ Chronic non-healing or recent bone grafts

Ⓐ History of more than one dislocation of shoulder without surgical repair or with history of recurrent shoulder disorders within the last 5 years with pain or loss of motion, and with or without radiographic deviations from normal

Ⓐ *Any condition that results in the candidate not being able to safely perform one or more of the essential job tasks*

Category B

Ⓑ **History of shoulder dislocation with surgical repair*

Ⓑ *Significant limitation of function of shoulder, elbow, wrist, hand, or finger due to weakness, reduced range of motion, atrophy, unequal length, absence, or partial amputation*

Ⓑ *Significant lack of full function of hip, knee, ankle, foot, or toes due to weakness, reduced range of motion, atrophy, unequal length, absence, or partial amputation*

Ⓑ **History of meniscectomy or ligamentous repair of knee*

Ⓑ **History of intra-articular, malunited, or nonunion of upper or lower extremity fracture*

Ⓑ **History of osteomyelitis, septic, or rheumatoid arthritis*

Ⓑ *Bone hardware such as metal plates or rods supporting bone during healing*

6.17 Neurological Disorders – Candidates/New Hire

Category A

- Ⓐ Ataxias of heredo-degenerative type
- Ⓐ Cerebral arteriosclerosis as evidenced by a history of transient ischemic attack, reversible ischemic neurological deficit, or ischemic stroke
- Ⓐ Hemiparalysis or paralysis of a limb
- Ⓐ *Multiple sclerosis with activity or evidence of progression within previous 3 years
- Ⓐ *Myasthenia gravis with activity or evidence of progression within previous 3 years
- Ⓐ Progressive muscular dystrophy or atrophy
- Ⓐ Uncorrected cerebral aneurysm
- Ⓐ All single unprovoked seizures and epileptic conditions, including simple partial, complex partial, generalized, and psychomotor seizure disorders other than as allowed in 6.17.1.1
- Ⓐ Dementia (Alzheimer's and other neurodegenerative diseases) with symptomatic loss of function or cognitive impairment (e.g., less than or equal to 28 on Mini-Mental Status Exam)
- Ⓐ Parkinson's disease and other movement disorders resulting in uncontrolled movements, bradykinesia, or cognitive impairment (e.g., less than or equal to 28 on Mini-Mental Status Exam)
- Ⓐ Any neurological condition that results in the candidate not being able to safely perform one or more of the essential job tasks
- Ⓐ A candidate with epileptic conditions shall have had complete control during the previous 5 years.

To be medically qualified a candidate shall meet all of the following:

- No seizures for 1 year off all anti-epileptic medication or 5 years seizure free on a stable medical regimen
- Neurologic examination is normal
- Imaging (CAT or MRI scan) studies are normal

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- Awake and asleep EEG studies with photic stimulation and hyperventilation are normal
- A definitive statement from a qualified neurological specialist that the candidate meets the criteria specified in 6.17.1.1(1) through 6.17.1.1(4) and that the candidate is neurologically cleared for firefighting training and the performance of a fire fighter's essential job tasks
- Ⓐ Any condition that results in the candidate not being able to safely perform one or more of the essential job tasks

Category B

- Ⓑ Congenital malformations
- Ⓑ *Migraine
- Ⓑ Clinical disorders with paresis, dyscoordination, deformity, abnormal motor activity, abnormality of sensation, or complaint of pain
- Ⓑ History of subarachnoid or intraparenchymal hemorrhage
- Ⓑ Abnormalities from recent head injury such as severe cerebral contusion or concussion

6.18 Skin – Candidates/New Hire

Category A

- Ⓐ Metastatic or locally extensive basal or squamous cell carcinoma or melanoma
- Ⓐ Any dermatologic condition that would not allow for a successful fit test for any respirator required by the fire department

(A) Any condition that results in the candidate not being able to safely perform one or more of the essential job task

Category B

- (B) *Skin conditions of a chronic or recurrent nature (eczema, cystic acne, psoriasis) that cause skin openings or inflammation or irritation of the skin surface*
- (B) *Surgery or skin grafting*
- (B) *Mycosis fungoides*
- (B) *Cutaneous lupus erythematosus*
- (B) *Raynaud's phenomenon*
- (B) *Scleroderma (skin)*
- (B) *Vasculitic skin lesions*
- (B) *Atopic dermatitis/eczema*
- (B) *Contact or seborrheic dermatitis*
- (B) *Stasis dermatitis*
- (B) *Albinism, Darriers disease, ichthyosis, Marfan syndrome, neurofibromatosis, and other genetic conditions*
- (B) *Folliculitis, pseudo-folliculitis, miliaria, keloid folliculitis*
- (B) *Hidradenitis suppurativa, furuncles, carbuncles, or Grade IV acne (cystic)*
- (B) *Mechano-bullous disorders (epidermolysis bullosa, Hailey pemphigus, porphyria, pemphigoid)*
- (B) *Urticaria or angioedema*

6.19 Blood and Blood-Forming Organs – Candidates/New Hire

Category A

- (A) Hemorrhagic states requiring replacement therapy*
- (A) Sick cell disease (homozygous)*
- (A) Clotting disorders*
- (A) Any condition that results in inability to safely perform one or more of the essential job tasks*

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Category B

- (B) Anemia*
- (B) Leukopenia*
- (B) Polycythemia vera*
- (B) Splenomegaly*
- (B) History of thromboembolic disease*
- (B) Any other hematological condition that results in inability to safely perform essential job tasks*

6.20 Endocrine and Metabolic Disorders – Candidates/New Hire

Category A

- (A) *Type 1 diabetes mellitus, unless a candidate meets all seven criteria in 6.20.1- (1) a-g*
- (A) Insulin-requiring Type 2 diabetes mellitus, unless a candidate meets all seven criteria in 6.20.1- (2) a-g*
- (A) Any condition that results in the candidate not being able to safely perform one or more of the essential job tasks*

Category B

- (B) *Diseases of the adrenal gland, pituitary gland, parathyroid gland, or thyroid gland of clinical significance*

- ⓑ *Nutritional deficiency diseases or other metabolic disorder*
- ⓑ *Diabetes mellitus, not on insulin therapy, but controlled by diet, exercise, and/or oral hypoglycemic agents unless all of the six criteria in 6.20.2(3) are met.*

6.21 Systemic Diseases and Miscellaneous Conditions – Candidates/New Hire

Category A

- Ⓐ *Any condition that results in the candidate not being able to safely perform one or more of the essential job tasks.*

Category B

- ⓑ *Connective tissue disease, such as dermatomyositis, systemic lupus erythematosus, scleroderma, and rheumatoid arthritis*
- ⓑ **History of thermal, chemical, or electrical burn injury with residual functional deficit*
- ⓑ *Documented evidence of a predisposition to recurrent heat stress rhabdomyolysis, metabolic acidosis, or exertion-related incapacitation*

6.22 Tumors and Malignant Diseases – Candidates/New Hire

Category A

- Ⓐ *Malignant disease that is newly diagnosed, untreated, or currently being treated, or under active surveillance due to the increased risk for reoccurrence*
- Ⓐ *Any condition that results in the candidate not being able to safely perform one or more of the essential job tasks*

Category B

- ⓑ **Benign tumors*
- ⓑ **History of CNS tumor or malignancy*
- ⓑ **History of head and neck malignancy*
- ⓑ **History of lung cancer*
- ⓑ **History of GI or GU malignancy*
- ⓑ **History of bone or soft tissue tumors or malignancies*
- ⓑ **History of hematological malignancy*

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6.23 Psychiatric Conditions – Candidates/New Hire

Category A

- Ⓐ *Any condition that results in the candidate not being able to safely perform one or more of the essential job tasks*

Category B

- ⓑ *A history of psychiatric condition or substance abuse problem*
- ⓑ *Requirement for medications that increase an individual's risk of heat stress, or other interference with the ability to safely perform essential job tasks*

6.24 Chemicals, Drugs, and Medications – Candidates/New Hire

Category A

- Ⓐ *Those that require chronic / frequent treatment with any of the medications or classes of medications listed in 6.24.1(1-8)*
- Ⓐ *Tobacco use (where state law allows)*
- Ⓐ *Evidence of illegal drug use detected through testing conducted in accordance with Substance Abuse and Mental Health Service Administration (SAMHSA)*

Ⓐ Evidence of clinical intoxication or a measured blood alcohol level that exceeds the legal definition of intoxication according to the AHJ at the time of medical evaluation

Ⓐ *Any condition that results in the candidate not being able to safely perform one or more of the essential job tasks*

Category B

Ⓑ *Cardiovascular agents*

Ⓑ *Stimulants*

Ⓑ *Psychiatric medications*

Ⓑ *Other than high-dose systemic corticosteroids*

Ⓑ *Antihistamines*

Ⓑ *Muscle relaxants*

Ⓑ *Leukotriene receptor antagonists (e.g., Montelukast) used for allergies that do not affect the lower respiratory system*

ATTACHMENT 7				
CITY OF HOLLYWOOD	JOB TITLE	Medical Group	Drug Screen Requirement	H T
	A/C Refrigeration Mechanic	II	X	
	Accountant	IV		
	Accounting Clerk	IV		
	Accounting Specialist	IV		
	Administrative Assistant I	IV		
	Administrative Assistant II	IV		
	Administrative Secretary	IV		
	Administrative Services Coordinator	IV		
	ANIMAL CONTROL OFFICER	III	X	
	Aquatics Director	II	X	
	AQUATICS SUPERINTENDENT	II	X	
	ARCHITECT I	IV		
	ArtsPark & Cultural Affairs Div Admin	IV		
	Assessments/Liens Officer	IV		
	Assist Dir Housing and Comm Dev	IV		
	Assistant Beach Patrol Superintendent	II	X	X X
	Assistant Building Official	IV		
	Assistant Chief Of Police	IA	X	X X
	Assistant City Attorney	IV		
	Assistant City Engineer/Traffic Engineer	IV		
	Assistant City Manager	IV		
	Assistant Director Information Technology	IV		
	Assistant Director Prca	IV	X	
	Assistant Director Risk Management	IV		
	Assistant Director, Budget and Financial Services	IV		
	Assistant Director, Department of Planning and Development	IV		
	Assistant Director, Parks, Recreation and Cultural Arts	IV		
	Assistant Director, Public Utilities-Engineering	IV		
	Assistant Director, Public Works	IV		
	Assistant Parks and Athletics Manager	III	X	
	Assistant Planner	IV		
	Assistant Underground Utilities Manager	III	X	
	Associate Planner	IV		
	Asst Dir Budget and Financial Services	IV		

CITY OF HOLLYWOOD	JOB TITLE	Medical Group	Drug Screen Requirement	H	T
	Athletics Superintendent	II	X		
	Auto Mechanic	II	X		
	Automotive Helper	II	X		
	Background Investigator	IV			
	Battalion Chief	IB	X		
	BEACH ATTENDANT	II			
	Beach Maint Tech-CRA	II	X		
	Beach Maint. Supervisor-CRA	III	X		
	Beach Maintenance Assistant Sup (CRA)	III	X		
	BEACH MAINTENANCE SUPERVISOR	III	X		
	Beach Maintenance Supervisor-CRA	III	X		
	Beach Maintenance Technician-CRA	III	X		
	Billing Supervisor	IV			
	Budget and Procurement Services Tech	IV			
	Budget Manager	IV			
	BUDGET OFFICER	IV			
	Budget Officer	IV			
	Building Inspector	III	X		
	Building Plans Examiner	III	X		
	Bus Operator	II	X		
	Business and Development Coordinator	IV			
	CAD TECHNICIAN	IV			
	Carpenter	II	X		
	Carpenter Supervisor	II	X		
	CASHIER	IV	X		
	Chief Assistant to the Mayor	IV			
	Chief Building Inspector	III	X		
	CHIEF BUILDING OFFICIAL	III	X		
	Chief Building Official	III	X		
	Chief Building Plans Examiner	III	X		
	Chief Chemist Qa/Qc Officer	III	X	X	
	Chief Electrical Inspector	III	X		
	Chief Fire/Rescue Mechanic	II	X		
	Chief Mechanic	II	X		
	Chief Mechanical Examiner	III	X		

CITY OF HOLLYWOOD	JOB TITLE	Medical Group	Drug Screen Requirement	H	T
	Chief Permit Processor	IV			
	Chief Plumbing Inspector	III	X		
	Chief Utility Mechanic	II	X	X	X
	Citizen Resource Officer	III	X		
	Citizens Assistance Coord	IV			
	City Attorney	IV			
	City Clerk	IV			
	City Commissioner	IV			
	CITY ENGINEER	IV			
	City Manager	IV			
	City Treasurer	IV	X		
	Clerical Specialist	IV			
	Coastal Project Manager	IV			
	Code Enforcement Manager	IV			
	CODE ENFORCEMENT OFFICER	III	X	X	X
	Code Enforcement Supervisor	III	X	X	X
	College Intern	IV			
	COMMUNICATIONS ANALYST	III	X		
	Communications Shift Supervisor	III	X		
	Community Development Manager	IV			
	Community Development Program Administrator	IV			
	Community Development Program Coordinator	IV			
	Community Developmnt Prgrm Spec	IV			
	Community Service Officer	III	X	X	X
	Compliance Technician Ii	IV	X	X	
	Computer Operator I	IV			
	Contract Compliance Coordinato	IV			
	Copy Center Operator	IV			
	Copy Center Supervisor	IV			
	Corridor Redevelopment Manager	IV			
	Court Liaison Officer	IV			
	Court Liaison Specialist	IV			
	Cra Director	IV			
	CRIME INTELLIGENCE ANALYST	IV	X		
	Crime Prevention Specialist	IV	X		

CITY OF HOLLYWOOD	JOB TITLE	Medical Group	Drug Screen Requirement	H	T
	Crime Scene Tech I	II	X	X	X
	Crime Scene Tech II	II	X	X	X
	Crime Scene Unit Supervisor	II	X	X	X
	Crime/Intelligence Analyst	IV	X		
	Custodian	II			
	Custodian Supervisor	II			
	Customer Service Manager	IV			
	Deputy City Attorney	IV			
	Deputy City Clerk	IV			
	Deputy CRA Director	IV			
	Deputy Dir Public Utilities Finance	IV			
	Deputy Director Public Services/Finance	IV			
	Deputy Director Public Services/Operations	IV			
	Deputy Director Utilities/Optn	IV			
	Deputy Director, Public Services/Facilities	IV			
	Deputy Director, Public Services/Fleet and Environmental	IV			
	Deputy Director/City Engineer	IV			
	Deputy Fire Chief	IB	X		
	Deputy Fire Marshal	IB	X		
	Desk Top Support Manager	IV			
	Dir Marketing & Communications	IV			
	Dir Budget and Procurement Services	IV			
	Dir Community and International Affairs	IV			
	Dir Financial Services CRA	IV			
	Dir Marketing and Business Development	IV			
	Director Business Development	IV			
	Director Code Enforcement	IV	X		
	Director Communication/Public Safety	IV	X		
	Director Design & Construction	IV			
	Director Financial Services	IV			
	Director General Accounting Division	IV			
	Director Human Resources and Risk Management	IV			
	Director Information Technology	IV			
	Director Intergovernmental Affairs	IV			
	Director Office of Planning	IV			

CITY OF HOLLYWOOD JOB TITLE	Medical Group	Drug Screen Requirement	H	T
Director Parks Recreation and Cultural Arts	IV	X		
Director Public Affairs and Marketing	IV			
Director Public Utilities	IV			
Director Public Works	IV			
Director Records and Archives	IV			
Director Systems and Prgramming	IV			
Director, Community and Economic Development	IV			
Director, Department Building	IV			
Director, Department of Financial Services	IV			
Director, Department of Information & Technology	IV			
Director, Department of Parks, Recreation & Cultural Arts	IV			
Director, General Finance Division	IV			
Director, Office of Human Resources	IV			
Director, Office of Parking and Intergovernmental Affairs	IV			
Director, Office of Public Affairs and Marketing	IV			
Director, Planning and Development Services	IV			
Director, Procurement Division	IV			
Director, Public Utilities	IV			
Director, Public Works	IV			
Director, Real Estate Division	IV			
Director, Records and Archives	IV			
Division Chief	IB	X		
Divison Director, Treasury	IV			
Dockmaster	III	X		
Driver Engineer	IB	X		
Economic Development Coordinator	IV			
Electrical Inspector	III	X		
Electrical Plans Examiner	III	X		
Electrical/Mechanical Security Superintendent	III	X		
Electrical/Mechanical Supervis	III	X		
Electrician	II	X	X	
Electrician Helper	II	X		
ELECTRO TECHNICIAN	II	X	X	
Emergency Operations Coordinator	IV			
Engineer	IV			

CITY OF HOLLYWOOD	JOB TITLE	Medical Group	Drug Screen Requirement	H	T
	Engineer (Registered)	IV			
	Engineering Inspector	III	X		
	Engineering Support Services Manager	IV			
	Engineering Technician Iii	III	X		
	Engineering Technician II	III	X		
	Environmental Services Supervisor	II	X		X
	Equipment Operator	II	X	X	X
	Executive Assist To The Mayor	IV			
	Executive Assistant	IV			
	Executive Director, Community Redevelopment Agency	IV			
	Facility Maintenance Techn	II	X		
	Financial Analyst	IV			
	Financial Systems Analyst	IV			
	Fire Captain	IB	X		
	Fire Chief	IB	X		
	Fire Division Chief	IB	X		
	Fire Equipment Technician	II	X		
	Fire Instructor II/Training	IB	X		
	Fire Lieutenant	IB	X		
	FIRE PREVENTION OFFICER I	IB	X		
	Fire Prevention Officer II	IB	X		
	Fire Prevention Officer III	IB	X		
	Fire Training Instructor I	IB	X		
	Fire Training Instructor II	IB	X		
	Fire/Rescue Appratus Mechanic	II	X		
	Firefighter	IB	X		
	Fiscal Affairs Manager	IV	X		
	Fleet Maintenance Coordinator	II	X		
	Fleet Maintenance Specialist	II	X		
	General Accounting Manager	IV			
	Geographic Information Systems Analyst - B- Non-Enterprise	IV			
	GIS Manager	IV			
	Grants and Special Projects Manager	IV			
	Grants Manager	IV			
	GRANTS WRITER	IV			

CITY OF HOLLYWOOD	JOB TITLE	Medical Group	Drug Screen Requirement	H	T
	Groundskeeper	II	X		
	Head Cashier	III	X		
	Heavy Equipment Operator	II	X	X	X
	Hollywood Beach Community Ambassador	IV			
	Homeless Program Coordinator - B - Non - Enterprise	IV	X		
	Housing Counselor	IV			
	HUMAN RES. RISK MGNT ACOUNTANT	IV			
	Human Rescources & Risk Management Data Analyst	IV			
	Human Resources Administrator	IV			
	Human Resources Analyst	IV			
	HUMAN RESOURCES MANAGER	IV			
	Human Resources Officer	IV			
	Human Resources Technician	IV			
	Information Technology Technician	IV			
	Instr Control & Electrical Mgr	III	X		
	Laboratory Technician	III		X	
	Laborer	II	X		
	Landscape Architect	IV			
	Latent Print Examiner	III	X		
	Lead Custodian	III	X		
	Lead Electrician	II	X		
	Lead Garage Attendant	III	X		
	Legal Secretary	IV			
	Lifeguard	II	X	X	X
	Maintenance Technician	II	X		
	Management Intern	IV			
	Management/Budget Analyst	IV			
	Manager, Communications and Support Services	IV			
	Manager, Systems & Programmig	IV			
	Manager, Water Quality Services	IV	X		
	Marina Attendant	III	X		
	Marina Security Guard - A- Non-Enterprise	II	X		
	Marine Safety Captain - B- Non-Enterprise	II	X	X	X
	Marine Safety Chief	II	X	X	X
	Marine Safety Lieutenant	II	X	X	X

CITY OF HOLLYWOOD	JOB TITLE	Medical Group	Drug Screen Requirement	H	T
	Marine Safety Officer	II	X	X	X
	Marine Safety Specialist	II	X	X	X
	Marine Security Guard	III	X		
	Mayor	IV			
	Mechanical Inspector	III	X		
	Mechanical Plans Examiner	III	X		
	Meter Repair Technician I	II	X		X
	Meter Repair Technician II	II	X		X
	MICROCOMPUTER ANALYST II	IV			
	MUNICIPAL PROSECUTOR	IV			
	Neighborhood Resources Specialist	IV			
	NETWORK ENGINEER	IV			
	NURSERY LANDSCAPE SUPERVISOR	II	X		
	Ocean Lifeguard	II	X		
	Operation Manager Bldg and Grnds	III			
	Operations Manager Street & Hwy	III			
	Operations/Admin Coordinator	IV			
	Painter	II	X		
	Paralegal	IV			
	Park Monitor	III	X		
	PARK RANGER	III	X		
	Park Ranger Coordinator	III	X		
	Parking Customer Service Manager	IV			
	Parking Enf. Specialist Super	III	X		
	Parking Enforcement Officer - A- Enterprise	III	X		
	Parking Enforcement Specialist	III	X		
	Parking Garage Technician	III	X		
	Parking Garage/Meter Operations Supervisor- Enterprise	III	X		
	Parking Meter Technician	II	X		
	Parking Meter Technician Supervisor	II	X		
	Parking Operations Manager	IV			
	Parking Operations Superintendent- Enterprise	III	X		
	Parking Operations Supervisor - B- Enterprise	III	X		
	Parking Operations Technician - B- Enterprise	III	X		
	Parking Services Representative I - B- Enterprise	IV	X		

CITY OF HOLLYWOOD JOB TITLE	Medical Group	Drug Screen Requirement	H	T
Parking Services Representative II - A- Enterprise	IV	X		
Parking Technology Specialist - B- Enterprise	IV	X		
Parks Manager	III	X		
Payroll Coordinator	IV			
Payroll Specialist	IV			
Permit/Violations Processor I	IV			
Permit/Violations Processor II	IV			
Photo Imaging Specialist	IV			
Pkng Garage Meter Ops Superv.	III	X		
Pkng Meter Tech/Collection Leadworker	III	X		
Planner/Scheduler	IV			
Planning and Development Services Administrator	IV			
Planning Manager	IV			
Plant Operator I	III	X	X	
Plant Operator II	III	X	X	
Plumber	II	X		X
Plumbing Inspector	III	X		
Plumbing Plans Examiner	III	X		
Police Chief	IA	X	X	X
Police Legal Advisor	IV			
Police Lieutenant	IA	X	X	X
Police Major	IA	X	X	X
Police Officer	IA	X	X	X
POLICE OPERATIONS TECHNICIAN	II	X		
Police Property Manager	IV	X		
Police Sergeant	IA	X	X	X
Police Storekeeper	II	X	X	X
Police Timekeeper	IV	X		
Pool Lifeguard	II	X		
Pool Supervisor	II	X		
Principal Planner	IV			
Process Control Systems Administrator	IV	X		
Process Control Systems Superv	IV	X		
Process Control Systems Technician	IV	X		
Process Ctrl Sys Admin	IV	X		

CITY OF HOLLYWOOD JOB TITLE	Medical Group	Drug Screen Requirement	H	T
PROCESS CTRL SYS TECH-ANALYST	IV	X		
Procurement Contracts Officer	IV			
Procurement Manager	IV			
Procurement Specialist	IV			
Program and Event Manager	III	X		
Project Manager	IV			
Property Clerk	II	X		
Public Information Manager	IV			
Public Relations and Design Coordinator	IV			
Public Relations and Graphics Design Coordinator	IV			
Public Relations Coordinator	IV			
Public Safety Background Investigator and Recruiter	IV	X		
Public Safety Legal Advisor	IV			
Public Utilities Manager-UU	III	X		
Public Utilities Manager-WTP	III	X		
Public Utilities Manager-WWTP	III	X		
Public Works Assist Dir./Ops	IV			
Public Works Supervisor	III	X		
Pw Admin Services Manager	IV			
RANGEMASTER	III	X		
Receptionist	IV			
Records Analyst	IV			
Records Technician I	IV			
RECORDS TECHNICIAN II	IV			
Recreation Aide	III	X		
Recreation Coordinator	III	X		
RECREATION COURIER	II	X		
Recreation Leader	III	X		
Recreation Leader - Grant	III	X		
Recreation Maintenance Aide	II	X		
Recreation Maintenance Supervisor	II	X		
Recreation Operator	II	X		
Recreation Program Manager	III	X		
Recreation Program Supervisor	III	X		
Red Light Camera Manager	IV			

CITY OF HOLLYWOOD	JOB TITLE	Medical Group	Drug Screen Requirement	H	T
	REFUSE COLLECTOR	II	X		X
	REGULATORY COMPLIANCE OFFICER	III	X	X	
	Revenue Analyst	IV			
	Revenue Inspector	IV			
	Roofing Inspector	III	X		
	School Resource Officer	II	X		
	Secretary	IV			
	SENIOR ACCOUNTANT	IV			
	SENIOR ACCOUNTING CLERK	IV			
	Senior Assistant City Attorney	IV			
	Senior Cadd Operator	III			
	Senior Coastal Project Manager- Enterprise	IV			
	Senior Computer Operator	III			
	Senior Housing Inspector	III	X		
	Senior Litigation Counsel	IV			
	Senior Management/Budget Analyst	IV			
	Senior Parking Operations Technician	III	X		
	Senior Payroll Specialist	IV			
	Senior Pool Lifeguard	II	X		
	SENIOR PROCUREMENT SPECIALIST	IV			
	SENIOR PROJECT MANAGER	IV			
	SENIOR SYSTEMS ANALYST	III			
	Senior Utility Field Tech	II	X		
	Social Services Coordinator	IV			
	SPECIAL EVENTS COORDINATOR	III	X		
	Special Events Leader	III	X		
	Special Events Program Manager	III	X		
	Special Events Supervisor	III	X		
	Special Litigation Counsel	IV			
	Special Projects Manager, Community and Economic Development	IV			
	Sr Human Resources & Risk Management Accounts Analyst	IV			
	Sr Management Budget Analyst	IV			
	STOREKEEPER	II	X		
	Storekeeper Supervisor	II	X		
	Stores Clerk	II	X		

CITY OF HOLLYWOOD	JOB TITLE	Medical Group	Drug Screen Requirement	H	T
	STORES DRIVER	II	X		
	Street Maintenance Supervisor	II	X		
	Streets Superintendent	II	X		
	Systems Analyst	IV			
	Teacher	III	X		
	Technical Business Analyst	IV			
	Technical Coordinator	II	X		
	TECHNICAL SYSTEMS ANALYST	III			
	Technical Systems Analyst	IV			
	Technical Theatre Specialist - A- Non-Enterprise	II	X		
	Technical/Business Analyst	IV			
	Telecommunications Coordinator	IV			
	Teletype Operator - B - Non Enterprise	III	X		
	Theater Assistant	II	X		
	Theater Specialist	II	X		
	Tourism Administrative Assistant	IV			
	Traffic Engineer	IV			
	Treatment Plant Mechanic I	II	X	X	X
	Treatment Plant Mechanic II	II	X	X	X
	Underground Utilities Administrator	III	X		
	Urban Forest/Irrigation Superv	II	X		
	Utilities Contract Auditor	IV			
	Utilities Contracts Technician	IV			
	Utility Field Technician	II	X		X
	Utility Operations Analyst	III			
	Utility Operations Supervisor	II	X		X
	Utility Shift Supervisor	II	X	X	
	Utility Shift Supervisor Wastewater	II	X	X	
	Vice Mayor	IV			
	Victim Advocate	IV			
	VIDEO PRODUCTION SPECIALIST	III			
	Volunteer Coordinator	IV			
	WASTEWATER MAINT. SUPERVISOR	III	X		
	Wastewater Plant Suprintendent	III	X		
	Wastewater Treatment Plant Maintenance Superintendent	III	X		

CITY OF HOLLYWOOD JOB TITLE	Medical Group	Drug Screen Requirement	H	T
Water Plant Operations Superin	III	X		
Water Quality Manager	III			
Water/Wastewater Systems Coordinator	IV			
Web Content Coordinator	IV			



City of Hollywood, Florida

PROCUREMENT SERVICES RM. 303
P. O. Box 229045 ZIP 33022-9045

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN, that the City Commission of the City of Hollywood, Florida is advertising for Sealed Request for Proposals, which will be received by the City Clerk of the City of Hollywood, Florida until **3:00 P.M., April 14, 2015**, at which time they will be opened and publicly read in the Procurement Services Division, Room 303, City Hall, 2600 Hollywood Boulevard, Hollywood, Florida. FOR: **Occupational Health Services**

RFP NO. 4453-15-RD
ADDENDUM NO. 1

Questions submitted in regards to the above RFP and corresponding answers:

Q1: May mobile vans be used to conduct exams?

A1: Only if the mobile vans are available whenever an examination is needed.

Q2: May exams be scheduled for consecutive days each month?

A2: No, examinations are scheduled as needed, this would not provide the flexibility that we need.

Q3: Page 25, c; May exams be performed by Nurse Practitioners or Physician Assistants?

A3: Yes, and the forms regarding the results of the physical must be signed by a physician, certified advance registered nurse practitioner or physician assistant.

All other specifications, terms & conditions remain the same.

MAILED RFP'S

If you have already submitted your printed Request for Proposals, it will be retained in the City Clerk's Office until the Proposal opening time and date. If you wish to pick up your RFP that has already been submitted, you can do so by showing proper identification, in the Office of the City Clerk, 2600 Hollywood Blvd, Room 221, Hollywood, Florida 33020.

Please sign and return with your RFP.

COMPANY NAME: _____

PROPOSER'S SIGNATURE _____

Dated this 1st day of April, 2015

FEE STRUCTURE

A. PRE-PLACEMENT PHYSICALS

Note: The undersigned proposer will provide, on the specified forms, all of the specified examinations, services, and reports for the following at the stated firm unit price.

	Est. Annual Qty.	Description	Unit Cost	Est. Annual Cost
1.	45	Group I-A - Police Officers, including urine drug & nicotine screen, regular work hours Monday through Friday	\$_____	\$_____
2.	25	Group I-B - Firefighters, including urine drug & nicotine screen, regular work hours Monday through Friday	\$_____	\$_____
3.	60	Group II - Applicants, as stated herein, regular work hours, Monday through Friday	\$_____	\$_____
4.	50	Group III - Applicants, as stated herein, regular work hours, Monday through Friday	\$_____	\$_____
5.	20	Group IV - Applicants, as stated herein, regular work hours, Monday through Friday	\$_____	\$_____
6.	30	Drug Screen Only	\$_____	\$_____
		TOTAL COST OF SERVICES - ITEM A		\$_____

The City of Hollywood does not warrant or guarantee either a minimum or maximum number of pre-employment physicals that will be conducted for any Group I, II, III or IV during any twelve (12) month period.

FEE STRUCTURE

B. Hazardous Materials (Haz Mat) Team Physicals

Note: The undersigned proposer will provide, on the specified forms, all of the specified examinations, services, and reports for the following at the stated firm unit price.

	Est. Annual Qty.	Description	Unit Cost	Est. Annual Cost
1.	25	Complete HAZ Mat Physicals	\$ _____	\$ _____
		TOTAL COST OF SERVICES – ITEM B		\$ _____
		GRAND TOTAL – ITEMS A AND B		\$ _____

FEE STRUCTURE

ADDITIONAL SERVICES – AS NEEDED

(Prices for additional services will not be considered in the evaluation process)

	Description	Unit Cost
1.	Tetanus/Diphtheria Vaccination	\$_____
2.	Tuberculosis Test	\$_____
3.	Tuberculosis Positive Testing including follow-up x-ray	\$_____
4.	Hepatitis A Vaccination (scheduled)	\$_____
5.	Hepatitis B Vaccination	\$_____
6.	Hepatitis B Antigen Testing	\$_____
7.	Hepatitis C Test	\$_____
8.	HIV Testing	\$_____
9.	Diphtheria	\$_____

***Includes all other ancillary services or tests that may be a part of infectious disease service.**