

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSAL

Part-Time Physician Services, Escambia County Jail

Specification Number PD 17-18.034

Proposals Will Be Received Until: **10:00 a.m., CDT, April 13, 2018**

A Non-Mandatory Pre-Solicitation Conference will be held in the Escambia County Jail, Main Lobby, 2935 North L Street, Pensacola, Florida 32501 on March 22, 2018 beginning at 10:00 a.m., CDT. **All proposers are encouraged to attend.**

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591
Attention: Emily D. Weddington, CPPB

Board of County Commissioners

Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson IV
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:

Emily D. Weddington, CPPB
Purchasing Coordinator
Phone: (850) 595-4987
Email: edweddington@myescambia.com

Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

**ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
Part-Time Physician Services, Escambia County Jail
SPECIFICATION PD 17-18.034**

HOW TO SUBMIT YOUR PROPOSAL:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** All documents and submittals shall be received by the office of purchasing on or before date and hour for specified for receipt. Late proposals will be returned unopened.

**** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents***

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- Solicitation, Offer and Proposal Form, With Original Signature
- One CD or flash drive of the entire Proposal

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL:

- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements"
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- Placed your proposal with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time of proposal receipt?

THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

- Certificate of Insurance

HOW TO SUBMIT A NO PROPOSAL:

- If you do not wish to propose at this time, please remove the solicitation, offer and proposal form from the proposal solicitation package and enter no proposal in the "**REASON FOR NO PROPOSAL**" block, your company's name, address, signature, and return the solicitation, offer and proposal form in a sealed envelope. This will ensure your company's active status in our bidder's list.

This Form Is for Your Convenience to Assist in Filling Out Your Proposal Only.

Do Not Return with Your Proposal

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Request for Proposal - Title Page
- Proposers Checklist
- Table of Contents
- Solicitation Offer, and Proposal Form
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part A Summary

Part I General Information

- 1-1 Purpose
- 1-2 Objective
- 1-3 Issuing Officer
- 1-4 Contract Consideration
- 1-5 Rejection
- 1-6 Inquiries
- 1-7 Addenda
- 1-8 Schedule
- 1-9 Proposal Content and Signature
- 1-10 Negotiations
- 1-11 Recommended Proposal Preparation Guidelines
- 1-12 Prime Contract Responsibilities
- 1-13 Disclosures
- 1-14 Delays
- 1-15 Work Plan Control
- 1-16 Method of Payment

Part II Information Required from Contractors

- 2-1 Proposal Format and Content
- 2-2 Introduction
- 2-3 Cost Proposal
- 2-4 Experience and Qualifications
- 2-5 Understanding of the Project
- 2-6 References
- 2-7 Methodology Used for the Project

Part III Criteria for Selection

Part IV Scope of Work

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL*

SOLICITATION, OFFER AND PROPOSAL FORM

ESCAMBIA COUNTY, FLORIDA

Submit Offers to:

**Emily D. Weddington, CPPB
Purchasing Coordinator**

Request for Proposal

Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone: 850-595-4987

**Part-Time Physician Services,
Escambia County Jail**

Solicitation Number PD 17-18.0034

Solicitation

MAILING DATE: March 12, 2018

PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held at the Escambia County Jail, 2935 North L Street, Pensacola, FL 32501, at 10:00 AM CDT, March 22, 2018.

OFFERS WILL BE RECEIVED UNTIL: 10:00 AM CDT, April 13, 2018, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment

Delivery Date will be _____ days after receipt of purchase order

“Reason for No Proposal”

Vendor Name: _____

Address: _____

City, ST. & Zip: _____

Phone: (____) _____

Toll Free: (____) _____

Fax: (____) _____

(Name and Title of Person Authorized to Sign Offer)

*

Signature of Person Authorized to Sign Offer
(Original Signature Required)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchase or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

*** Failure to execute this Form binding the proposer's offer shall result in the proposal being rejected as non-responsive.**

Proposal Form

**Part-Time Physician Services, Escambia County Jail
PD 17-18.034**

Hourly rate for physician services provided at the Escambia County Jail Facility: _____

- Weekly hours are estimated to be at or below 20 hours per week.
- On call hours will not be reimbursed.
- Only those hours rendered at the Escambia County Jail will be deemed billable hours.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(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 a "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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
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 any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control 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 thirty-six (36) months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, 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.

_____ 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is 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 ONE (1) 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 THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR 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 _____ Type of Identification: _____

Notary Public: State of _____

My Commission Expires: _____

 (Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).
4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug 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 Paragraphs 1 through 5.

Check One:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation:

Yes or No

If not a Florida Corporation:

In what state was it created: _____

Name as spelled in that state: _____

What kind of corporation is it:

"For Profit" or "Not for Profit"

Is it in good standing:

Yes or No

Authorized to transact business in Florida:

Yes or No

State of Florida Department of State Certificate of Authority Document Number:

Does it use a registered fictitious name:

Yes or No

Names of Officers:

President: _____

Secretary: _____

Vice President: _____

Treasurer: _____

Director: _____

Director: _____

Other: _____

Other: _____

Name of Corporation (As Used in Florida)

(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

**Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)**

Federal Identification Number:

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

E-Mail: _____

Telephone: _____

Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

END

Verified by: _____

Date: _____

ESCAMBIA COUNTY, FLORIDA
GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Proposal Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer, and Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

PROPOSAL INFORMATION: See Escambia County Office of Purchasing web site at <https://myescambia.com/our-services/purchasing> then click "Solicitations".

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms, and Payment
 - 5.01 Taxes
 - 5.02 Discounts
 - 5.03 Mistakes
 - 5.04 Condition and Packaging
 - 5.05 Safety Standards
 - 5.06 Invoicing and Payment
 - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
 - 9.01 County Procedure on Acceptance of Gifts
 - 9.02 Contractors Required to Disclose Any Gift Giving
 - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

**The following General Terms and Conditions are incorporated by reference
(Continued)**

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for doing Business in Florida, go to the Department of State, Division of Corporations, URL:
<http://dos.myflorida.com/sunbiz/search/>
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.034, “Part-Time Physician Services, Escambia County Jail”, Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the proposals are received at the Escambia County Office of Purchasing and the time the Board awards the

contract and any resulting protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

- 1) Rejection/Disqualification of Submittal,
- 2) Termination of Contract; or
- 3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

Scope of Work Summary

The Escambia County Corrections Department is seeking the services of a qualified and experienced firm or individual to provide part-time physician services for the offenders housed at the Escambia County Jail's detention facilities.

2. Non-Mandatory Pre-Solicitation Conference and Walkthrough

The Non-Mandatory Pre-Solicitation Conference will take place at the Escambia County Jail, Main Lobby, 2935 North L Street, Pensacola, Florida 32501 on March 22, 2018 commencing at 10:00 a.m., CDT. At this time, the Board's representative will be available to answer questions relative to this Solicitation. **Oral answers at the conference will not be binding to the County.**

Please submit, in writing, any questions about the Request for Proposal that you would like answered at the pre-proposal conference to Emily D. Weddington, Purchasing Coordinator, edweddington@myescambia.com, no later than three (3) working days before the conference. This will allow for a more thorough response.

It is strongly encouraged that all potential proposers attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Proposal Opening.

3. Award

Award shall be made on an "all-or-none total" basis.

4. Questions

All questions shall be directed to Emily D. Weddington, CPPB, Purchasing Coordinator,

Telephone: (850) 595-4987, E-mail: edweddington@myescambia.com. Written questions must be received no later than 5:00 p.m., CDT, March 30, 2018.

5. Proposal Forms

This Solicitation contains a Solicitation, Offer and Proposal Form which shall be submitted in a sealed envelope with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

6. Licenses, Certifications, Registrations

The offeror shall at any time of proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

7. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for two additional twelve (12) months periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

8. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

9. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

10. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

11. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

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

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

Professional Liability/Malpractice/Errors or Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

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

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Include a reference to the project and the Office of Purchasing number.
2. Disclose any self-insured retentions in excess of \$1,000.
3. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Emily D. Weddington, CPPB, Purchasing Coordinator
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4987

4. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required

does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

12. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

PART A SUMMARY

The Escambia County Correction's Department is responsible for the care, custody and control of the population housed within its facilities. The average daily population for the facilities requesting service via this RFP is approximate and can average between 1,400 and 1,600 offenders. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the Escambia County Jail houses offenders at the following locations:

Name of Facility	Location of Facility	Average Daily Population of "Jail" Offenders (FY2017)
Escambia County Main Jail	2935 North L Street Pensacola, Florida 32501	907
Escambia County Work Release Facility	1211 West Fairfield Drive Pensacola, Florida 32501	241
Escambia County Road Prison	601 County Road 297A Cantonment, Florida 32533	60
Walton County Jail	796 Triple G Road, DeFuniak Springs, Florida 32433	263

Upon Completion of the New Jail Facility (expected completion is April 2020) the Escambia County Jail will house all offenders within the confines of the Main Jail Complex.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified and experienced contractor to provide the listed part-time physician services for the offenders housed at the Escambia County Jail's detention facilities.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to provide part-time physician services for the offenders housed at the Escambia County Jail's detention centers that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Jack R. Brown, County Administrator. The liaison officer shall be Whitney C. Lucas, Corrections Financial Manager, Escambia County Corrections. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32591-1591.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a Unit Price Contract after negotiation.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Request for Proposal shall be directed to Emily D. Weddington, CPPB, Purchasing Coordinator, Office of Purchasing, Telephone (850) 595-4987, email: edweddington@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	March 12, 2018
Pre-Solicitation Conference	10:00 a.m. CDT, March 22, 2018
Final Date for Questions	March 30, 2018
Date for Responses to Questions	April 4, 2018
Receipt of proposals	10:00 a.m. CDT, April 13, 2018
Short-Listing Meeting	2:00 p.m. CDT, April 18, 2018
Discussions / Selection Meeting	1:00 p.m. CDT, April 27, 2018
1 st Negotiations Meeting	2:00 p.m. CDT, May 16, 2018
2 nd Negotiations Meeting, if required	2:00 p.m. CDT, May 18, 2018
Board of County Commissioners approval	June 21, 2018

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) Original and One (1) CD of the proposal shall be required with the original having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURES

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION (TAB A)

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer, as follows:

- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)
- Letter from Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification

2-3 COST PROPOSAL (TAB B)

Solicitation, Offer and Proposal Form (with original signature)

The proposal shall clearly state the hourly wage expected for services provided within the Escambia County Jail. Any additional fees for services that are requested must clearly be documented by the proposer for their consideration by the review committee.

2-4 EXPERIENCE AND QUALIFICATIONS (TAB C)

The vendor must provide copies of any and all certifications outlined below.

Required qualifications are as follows:

- a. Current Florida medical license.
- b. 5 years medical supervisory/medical director experience as an MD.
- c. A minimum of 5 years of emergency department experience working independently as an attending physician in the specialty of Family Practice or Emergency Medicine.
- d. ACLS certification (must maintain active BCLS and ACLS certifications from the American Heart Association during the contract term).
- e. Ability to obtain the required security clearance.
- f. Knowledge of federal, state, correctional health care standards, institutional policies and regulations and accreditation and certification requirements.
- g. Knowledge of legal and ethical standards for the delivery of medical care.
- h. Ability to supervise and train providers regarding appropriate care and proper documentation.
- i. Ability to maintain quality, safety and infection control standards.
- j. Knowledge of medical diagnostic and patient care services.

- k. Ability to develop and present in-service educational programs to clinic and detention staff.
- l. Knowledge of current principles, methods and procedures for the delivery of medical diagnosis and treatment.
- m. Ability to work, observe, assess and record symptoms and reactions in the health record.
- n. Knowledge of relevant drugs and non-pharmaceutical patient care aids and ability to prescribe dosages and instruct patients on correct usage.
- o. Skill in organizing resources and establishing priorities.
- p. No reported allegations of misconduct can have been reported within the last 5 years.
- q. Current Board Certification in Emergency Medicine or Board Certification in Family Practice with a minimum of 5 years of emergency medicine experience.
- r. Ability to obtain a separate DEA license under Escambia County Corrections.

Preferred qualifications are as follows:

- a. Correctional medicine experience.

2-5 UNDERSTANDING OF THE PROJECT (TAB D)

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the Scope of Work.

Vendors are required to submit proposals upon the following expressed conditions:

- (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the County shall not be cause to alter the original contract or for a vendor to request additional compensation.
- (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of services. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor 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 County or the compensation to the vendor.
- (c) Vendors are advised that County contracts are subject to all legal requirements provided for in the County, State and Federal Statutes.

2-6 REFERENCES (TAB E)

The vendor must provide 3 professional references which can be contacted by County staff as part of the review process.

- a. Entity Name
- b. Contact Name & Title
- c. Current Telephone Number
- d. Current Email Address
- e. Brief description of the services

2-7 METHODOLOGY USED FOR THE PROJECT (TAB F)

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County’s project schedule.

PART III CRITERIA FOR SELECTION

Experience with Similar Facilities: years and level of experience providing the requested service to local, state, or federal correctional facilities	60
Price: the hourly reimbursement rate	30
Evaluation by Professional References: feedback provided by professional references	10
Total Points Available	100

PART IV SCOPE OF WORK

This position provides and oversees medical diagnosis, treatment, procedures and care of patients in the Escambia County Jail, while supervising staff physicians and mid-level providers. It is estimated that the contractor will be needed an average of 20 hours per week. However, during times when the contractor is acting as the designated facility medical director, additional hours may be requested. The contractor will be working within the Escambia County Jail accountable to the Escambia County Corrections Medical Director. The contractor will be responsible for the following duties:

- Upholds Escambia County Board of County Commissioners’ and health services policies and procedures.
- Complies with all National Commission on Corrections Healthcare (NCCHC) standards.
- Responsible for clinical judgments.
- Performs examinations, conducts sick call, makes medical diagnoses and prescribes medications and/or treatment on a routine and emergency basis.
- Order appropriate laboratory tests, and prescribes medications as established in physician protocols. Initiates, interprets and evaluates diagnostic clinical tests.
- Makes rounds and records progress of inmates’ medical condition in infirmary.

- Reviews radiology reports and outside records at the request of practitioners to determine the need or sign consult requests to send patients to specialists.
- Refers patients to outside medical facilities for specialized care, if indicated.
- Has scheduled clinic at least one time per week in the afternoon/evening (usually reserved for the evaluation of the sickest or more complicated patients).
- Performs emergency procedures and elective minor surgical procedures.
- Consults with other health services providers to ensure proper health care and treatment is provided to patients.
- Signs for non-formulary and controlled medications.
- Reviews/Sign off on ARNP's charting in electronic medical records.
- Reviews/Sign off on all "Initial Health Assessments" in electronic medical records.
- Enforces adherence to federal, state, and correctional health care standards.
- Attends medical audit and clinical quality improvement committee meetings.
- Attends continuing education programs to maintain licensure and special qualifications.
- Functions as the Facility's Medical Director when the staffed Medical Director is unavailable.
- Shares the responsibility of being the provider "on-call" for clinical consultation at least one weekend per month or as otherwise assigned by the Medical Director.
- Other related duties as assigned by the Jail's Medical Director.