

**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR QUALIFICATIONS: PD 20-21.071

Inmate Medical Physician Services



Qualifications will be received until: 4:00 p.m., CDT, October 6, 2021 through Vendor Registry located at:

<https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=escambia-county-fl-vendor-registration>

Or mailed/delivered to:

Office of Purchasing
213 South Palafox Place, 2nd Floor
Pensacola, FL 32502

Board of County Commissioners

**Robert D. Bender, Chairman
Jeff Bergosh, Vice Chairman
Steven Barry
Lumon J. May
Douglas B. Underhill**

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. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

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 awarded vendor until such time as the contract is executed by the last party to the transaction.

PROPOSER'S CHECKLIST

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 the date and time specified for receipt. Late proposals will be returned unopened.
- Documents submitted with Proposals are to be on the forms provided in the Request for Proposal.
- Electronic Copies – The County requests that, whenever possible, electronic documents and/or copies submitted to the County be ADA compliant.

THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:

- Proposal response – One PDF addressing the solicitation requirements uploaded via Vendor Registry at:
<https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=escambia-county-fl-vendor-registration>, OR mailed/delivered to:
 Office of Purchasing
 213 South Palafox Place, 2nd Floor
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 in a sealed envelope with the solicitation number, solicitation name, company name, due date/time on the exterior and the original submission with an exact copy on flash drive inside.
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the “Non-Contract Insurance Requirements” portion of the solicitation (Part IV).
- 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.
- Certificate of Authority to do Business from the State of Florida. (Information can be obtained at <http://www.sunbiz.org/search.html>).
- Conflict of Interest Form
- E-Verify Form
- Current license to practice medicine in the State of Florida

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

Prepared your proposal with all required submittal items in the proper PDF format, clearly named with the solicitation number, project name, and name of firm submitting the proposal?

THE FOLLOWING SUBMITTALS SHALL BE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Signed Agreements

HOW TO SUBMIT A “NO PROPOSAL”:

If your firm does not wish to submit a proposal at this time, please remove the Proposer Solicitation, Offer, and Proposal form from the solicitation package and enter “No Proposal” in the “Reason for no Proposal” block, the firm’s name, firm’s address, and signature of a person authorized to sign on behalf of the firm and submit through vendor registry under the applicable solicitation number.

This checklist is for the benefit of prospective proposers. Please do not include it with your response.

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PART I SUMMARY

The Board of County Commissioners of Escambia County (Board) is seeking proposals from qualified medical doctors with proven experience in providing medical care in a corrections environment.

PART II Background Information

2-1 ESCAMBIA COUNTY

Escambia County is located in the panhandle of northwest Florida with Pensacola as the major city. A major east-west interstate traverses the County with more than fifty (50) miles of coastal land and includes both urban and rural areas. It consists of 560,000 acres and has a population of approximately 322,000.

2-2 Purpose

This is a request for interested persons to submit their credentials and qualifications to provide quality medical care to those confined within the Escambia County Corrections Department (ECCD) and who will supervise/manage Advanced Registered Nurse Practitioners (ARNP), Physician Assistants (PA), Emergency Medical Technicians (EMT) and Paramedics.

PART III SCOPE OF WORK

3-1 General Functions

- A.** Responsible for providing quality medical care to those confined within Escambia County Corrections Department (ECCD). Supervises and provides oversight for Advanced Registered Nurse Practitioners (ARNP's), Physician Assistant (PA's), Emergency Medical Technicians (EMT's) and Paramedics. Collaborates with administrative team and medical contractors on the medical management of eligible Escambia County patients and inmates in need of medical care. Assists with the division's effort to provide quality medical care in a cost-effective manner consistent with budgetary and logistical considerations.
- B.** Ensures that healthcare policies and procedures are maintained and readily available to the staff, to include Chronic Care and Nursing Protocols.
- C.** Work is performed with independence and is reviewed through conferences, records, reports, and results achieved.
- D.** The health care delivery must be based on accepted medical practice of inpatient/ambulatory guidelines and NCCHC standards.
- E.** The responsible physician will implement nursing protocols, which will be

followed by all health care personnel. This will assure that inmates receive the appropriate level of care and that their complaints are properly processed and resolved.

- F. In accordance with NCCHC Standards - Sick Call will be conducted daily by physician or other professional medical personnel. As noted previously, the majority of inmates to be seen by the physician will have been screened as part of the formal triage system. The total hours of sick call will be at the discretion of the Medical Department.

3-2 Representative Duties /Assignments

A. Medical Clinic:

1. The Physician shall update, review and make changes as necessary for the chronic care program. The Physician shall review the individual treatment plan and provide specific instructions on diet, medication, diagnostic testing. Chronic care patients shall be provided a review by a physician. Chronic care should include medical conditions such as diabetes, HIV, hyperlipidemia, asthma, epilepsy, hypertension, cancer, and cardiac disease as well as infectious disease conditions. Escambia County Corrections will maintain an up to date chronic care registry.
2. Participates in professional and regulatory organizations to gain knowledge and provide input on advances and issues in the field of primary care.
3. Leads the professional and paraprofessional staff in day-to-day duties as they relate to patient examination, assessment, and treatment.
4. Works with the professional and supervisory team to meet the goals and vision of the department.
5. Assists and provides feedback to ARNP's, PA's, volunteer physicians, and contracted providers.
6. Assists Healthcare Administrator in evaluation of clinical health services employee productivity and effectiveness in meeting established job requirements.
7. Provides, when requested, educational and informational in-services to ECCD employees, contracted providers, on the services and mission of Escambia County Corrections Department.
8. Assists in the Department's effort to ensure that all aspects of the health delivery system are consistent with NCCHC, FMJS and other applicable standards.

9. Conducts bi-weekly rounds of infirm patients as required.

3-3 On-Call Responsibility

- A.** The physician will share the on-call responsibility with the other medical providers. If providers and/or other staff members need assistance, the physician shall be available for consultation twenty-four (24) hours per day, unless on an agreed period of absence or in accordance with an on-call roster.
- B.** All hours shall be spent on-site at the Facility, except as is otherwise expressly agreed to by the Chief of Corrections.

3-4 Minimum Qualifications:

- A.** Graduation from a school of medicine accredited by the Liaison Committee on Medical Education (LCME).
- B.** Must possess a current license to practice medicine in the State of Florida and currently Board Certified in Internal, Family Practice, Emergency Medicine or another board based Medical Specialty through an ABMS (American Board of Medical Specialties) approved Board.
- C.** Completed residency training in Internal, Family Practice, Emergency Medicine or another board based Medical Specialty from an ACGME approved training program.
- D.** Ability to obtain the required security clearance.
- E.** Preferences:
 1. Previous Correctional Experience
 2. Minimum 5 years of recent experience in face to face patient care

3-4 Proposal Format and Content

The County discourages overly lengthy and costly responses; however, for the County to evaluate qualifications fairly and completely, submitters should follow the format set out herein and provide all of the information requested.

Qualifications response shall be in electronic PDF format and should be as a single file.

Response format

- A. TAB 1** Qualification Letter on Vendor's letterhead to include:
- 1) Firm Name
 - 2) Address
 - 3) Person to contact regarding qualifications proposal
 - 4) Phone Number
 - 5) Email Address
 - 6) Signature of individual authorized to bind the firm via offer
- B. TAB 2** Firm Experience
- 1) Provide brief history of your firm.
 - 2) Describe your firm's experience in providing quality medical care to those confined within a Correctional facility.
 - 3) Provide a comprehensive narrative statement that illustrates the understanding of the requirements of the project and the County's needs.
 - 4) Provide a comprehensive narrative statement illustrates how their plan will serve to accomplish the work and meet the County's needs.
- C. TAB 3** Staffing
- 1) Name of staffed individual intended to work on our account.
 - 2) Organization Chart (if, applicable)
 - 3) Resume
 - 4) Professional credentials: State of Florida Licenses, other certifications.
 - 5) Itemize the total cost and the number of estimated hours the individual named above. Requiring a minimum of 20 hours up to 30 hours.
 - 6) Experience
 - 7) Accessibility to Pensacola, Florida
- D. TAB 4** Clients
- 1) Describe the five largest/complex clients/accounts currently handled by your firm.
 - 2) Provide three references with current contact information. Preferable in the State of Florida.
 - 3) Identify all contract disputes with any customer within the last five (5) years related to contracts pursuant to which the Vendor has provided(s) correctional health care services. The term "contract disputes" means any circumstance involving the performance or non-performance of a contractual obligation that resulted in: (i) identification by the contract that the Vendor was in default or breach of a duty under the contract or not performing as required under the contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against Vendor as a result of the alleged default or defect in performance; or (iv) the assessment of any fines or liquidated damages under such contracts. Vendor must indicate whether the disputes were resolved and, if so, explain how they were resolved.

- 4) Permission to contact represented entities to discuss firm's performance.

Escambia County reserves the right to accept or reject any proposal.

3-5 Proposal Evaluation Process

The qualifications review process will be initiated through the Office of Purchasing and a review and selection committee (Committee) will be established. The Committee will review the qualifications and select a qualified proposal to begin the negotiation process to provide the stated services to the County. The County reserves the right to conduct interviews or to proceed with the evaluation process without conducting interviews. The purpose of interviews, if conducted, would be to allow proposers the opportunity to clarify and expand upon aspects of their proposal. Interviews also present an opportunity to evaluate key personnel and discuss/clarify written proposals. Proposer(s) – either all or a short list – may be subsequently re-interviewed for final evaluation.

Selection Criteria	Points
Qualifications	40
Correctional Health Experience	40
Overall Health Experience	10
Hourly Rate	10
Total	100

The selection criteria listed above will be evaluated from the responses to Tabs 2-4

3-6 General Terms and Conditions

A full textual copy of these conditions is included as a separate attachment Exhibit A to this solicitation on Vendor Registry.

Note: All Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Proposer’s Proposal in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror.

3-7 Codes and Regulations

The awarded Proposer shall strictly comply with all federal, state, and local regulations, statutes and ordinances.

PART IV Instructions to Offerors

4-1 General Information

All qualifications to be considered shall be in the possession of the Office of Purchasing prior to the time the qualifications are due.

Qualifications WILL BE RECEIVED UNTIL: 4:00 p.m., CDT, October 6, 2021.

- **All proposals shall either be submitted through Vendor Registry at:**
<https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=escambia-county-fl-vendor-registration>.

OR mailed/delivered to:

Office of Purchasing
 213 South Palafox Place, 2nd Floor
 Pensacola, FL 32502

in a sealed envelope with the solicitation number, solicitation name, company name, due date/time on the exterior and the original submission with an exact copy on flash drive inside.

Each offeror shall be responsible for their documents being delivered on time, as the County assumes no responsibility for same. Qualification documents offered or received after the time set for receipt shall not be accepted.

4-2 Schedule

The following schedule is proposed and shall be considered **tentative and may be followed** as practical in all actions related to this procurement:

Description	Date
Solicitation posting date	9/1/2021
Cut-off for Questions	End of day 9/17/2021
Posting of Addendum answering questions	9/22/2021
Proposal due date and time	10/6/2021 at 4:00 PM CDT
Award	TBD

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. [119.07](#)(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

4-3 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 bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

C. 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.

D. Sanctions

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

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) 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.

4-4 Questions

All questions shall be directed to Randy Burns, CPPB, Purchasing Manager, Telephone#: (850) 595-4918, Email srburns@myescambia.com.

Written questions must be received no later than end of day 9/17/2021.

4-5 Addenda

Any changes made in the solicitation will be brought to the attention of all by written addendum posted to Vendor Registry under the same solicitation posting.

4-6 Waiver/ Rejection of Submissions

All responsive submissions will be considered. However, the County reserves the right to: waive informalities in submissions; to reject, with or without cause, any or all submissions or portions of submissions; to negotiate or not negotiate with or interview or not interview individual submitters; accept any submissions deemed to be in the best interest(s) of the County.

4-7 Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

4-8 Award

The County reserves the right to accept or reject any and all qualifications, and to make award to the lowest most responsive and most responsible offeror whose qualifications meet the requirements and criteria set forth in the request for qualifications and whose award will, in the opinion of the County, be in the best interest of and most advantageous to the County.

4-9 Contract Term

- A.** The base contract term shall commence upon the date last executed and continue for an initial term of three (3) years with two (2) one-year renewal options available by mutual consent.
- B.** Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- C.** The County shall issue purchase orders against the term contract.
- D.** The Contract may be canceled by the awarded vendor, for cause, upon ninety (90) days prior written notice.
- E.** The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- F.** 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.
- G.** All services provide to the County as a result of this award are subject to post service audit adjustment. In the event an audit indicates Offeror has not honored bid price, Offeror will be liable for any and all overage charges.

4-10 Non-Contract Insurance Requirements

A. 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 level of insurance as required by the Contract and indicated on the Sample Certificate of Insurance should your firm be awarded the Contract.

B. 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 Board of County Commissioners 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.

C. 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 \$100,000.00 each accident and \$100,000.00 each employee/\$500,000.00 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.

D. General, Automobile and Excess or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000.00 per occurrence for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

E. General Liability Coverage – Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments.

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

F. Business Auto Liability Coverage

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

G. Professional Liability/Errors & Omissions Insurance

The Contractor shall purchase and maintain professional liability/errors & omissions insurance with minimum limits of \$1,000,000.00 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 the claims made coverage.

H. Malpractice

The Contractor shall purchase and maintain malpractice insurance with minimum limit of \$1,000,000.00 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 the claims made coverage.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County Board of County Commissioners as an additional insured and provide for 30-day notification of cancellation.

I. 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.

J. 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. Indicate that Escambia County Board of County Commissioners is an additional insured on the general liability and business auto liability policies.

2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.00.
4. Designate Escambia County as the certificate holder as follows:
Escambia County Board of County Commissioners
Attention: Randy Burns, CPPB
Office of Purchasing, Room 11.101
213 Palafox Place 2nd Floor
Pensacola, FL 32591
Email: Purchasing@myescambia.com
5. 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 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.

For commercial general liability coverage, the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

PART V SPECIAL TERMS AND CONDITIONS

5-1 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. If 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 all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

5-2 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 Contract.

5-3 Payment

Payment will be made against properly prepared original invoice with one duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 South Palafox Place
Pensacola, FL 32502

5-4 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, judgements, 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 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.

5-5 Bonds

There are no requirements for bonds associated with this contract.

**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 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 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 it 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 and subscribed before me this _____ day of _____ 20_____. Personally

known _____ OR produced identification _____

Notary Public: State of _____

My Commission Expires: _____

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

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 danger 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 pleas 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 One (1) through Five (5).

Check One:

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

_____ As the person authorized to sign this statement, this firm **does not** fully comply 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:

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

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

Please complete this form on the following page.

INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION

(Page 2 of 2)

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ Contact Phone: _____

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.

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

(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:

CERTIFICATION REGARDING E-VERIFY SYSTEM

Contractor hereby certifies compliance with the following:

Pursuant to State of Florida Executive Order No.: 11-116, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor while performing work or providing services for Escambia County. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for Escambia County on its behalf utilize the E-Verify system to verify employment of all new employees hired by subcontractor.

CONTRACTOR:

Business Name

By: _____
Signature

Name: _____
Printed

Title: _____
Printed

Date: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

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

The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

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