

REQUEST FOR PROPOSAL
PD 25-26.121
MOBILE DIALYSIS SERVICES FOR ESCAMBIA COUNTY
CORRECTIONS

Escambia County
213 Palafox Place
Pensacola, FL 32502-5822

RELEASE DATE: October 1, 2026

DEADLINE FOR QUESTIONS: October 16, 2026

RESPONSE DEADLINE: November 3, 2026, 9:30 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/escambiacountyfl>

Escambia County
REQUEST FOR PROPOSAL

Mobile Dialysis Services for Escambia County Corrections

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Attachments:

A - Copy of Dialysis stats

1. Introduction

1.1. Summary

Escambia County Corrections Department (ECCD) is soliciting proposals from qualified and experienced healthcare providers to provide comprehensive onsite chronic dialysis services for inmate patients housed at County Corrections facilities.

The selected Contractor shall provide all personnel, equipment, supplies, medications, treatment services, clinical oversight, documentation, quality assurance, and related services necessary to provide safe, timely, and reliable dialysis treatment.

The primary purpose of this solicitation is to provide necessary chronic dialysis services onsite within the correctional facility, thereby facilitating timely access to medically necessary treatment and reducing the need for transportation of inmate patients to offsite medical facilities.

1.2. Background

The ECCD is responsible for the care, custody, and control of inmates housed within its correctional facilities. The current location of the inmate facilities identified in the source solicitation include:

Facility	Location	Average Daily Population (2025)	Housing Designation
Escambia County Jail	3080 N. Pace Blvd. Pensacola, Florida 32505	1,235	Minimum to High Maximum
Escambia County Work Annex	601 Highway 297A Cantonment, Florida 32533	177	Minimum

The County reserves the right to modify facility assignments, patient populations, schedules, or service requirements during the term of the resulting agreement based upon operational and medical needs. The dialysis room for services is located at 3080 N. Pace Blvd., Pensacola, FL 32505. Any inmates needing dialysis will be located at the 3080 N. Pace Blvd. location.

1.3. Contact Information

Tammy Straughn

Purchasing Coordinator

221 Palafox Place 2nd Floor

Pensacola, FL 32502

Email: tmbaker1@myescambia.com

Phone: [\(850\) 595-4985](tel:(850)595-4985)

Department:

Purchasing

1.4. Timeline

Release Project Date	October 1, 2026
Pre-Solicitation Meeting (Non-Mandatory)	October 9, 2026, 9:30am Escambia County Jail 3080 N Pace Blvd Pensacola, FL 32505
Question Submission Deadline	October 16, 2026, 9:30am
Submission Deadline	November 3, 2026, 9:30am Escambia County Office of Purchasing 213 Palafox Place, 2nd Floor Pensacola, FL 32502 Or Microsoft Teams meeting Join: https://teams.microsoft.com/meet/298042018764349?p=aipyzy9asB21gmsF5b Meeting ID: 298 042 018 764 349 Passcode: 6Kn7VE3m Need help? System reference Dial in by phone +1 863-333-5817,,18798920# United States, Lakeland Find a local number Phone conference ID: 187 989 20# For organizers: Meeting options Reset dial-in PIN

2. Scope of Work

2.1. PURPOSE OF THE SOLICITATION

The County seeks a qualified Contractor capable of providing comprehensive mobile dialysis services within the Escambia County Corrections Clinic.

The Contractor shall be responsible for the complete delivery of dialysis services, including, but not limited to:

- Qualified clinical and technical personnel;
- Dialysis equipment;
- Water treatment equipment and related systems;
- Dialysis supplies and consumables;
- Medications required for dialysis treatment;
- Patient assessment and treatment;
- Clinical oversight;
- Infection prevention and control;
- Emergency response;
- Equipment maintenance and calibration;
- Medical records and treatment documentation;
- Quality assurance;
- Setup and recovery of equipment;
- Proper handling of sharps, chemicals, and medical waste; and
- Coordination with County Corrections personnel.

All requirements stated as “shall,” “must,” or “required” in this RFP are mandatory requirements unless otherwise specifically stated.

2.2. SCOPE OF SERVICES

A. General Requirements

The Contractor shall provide comprehensive onsite chronic dialysis services for eligible inmate patients at the Escambia County Corrections Clinic.

The Contractor shall provide all services necessary to safely and effectively perform dialysis treatments without requiring County medical staff to provide the actual chronic dialysis treatment services.

The Contractor shall maintain sufficient personnel, equipment, supplies, medications, and operational resources to meet the requirements of this RFP throughout the contract term.

B. Service Location

Services shall be provided onsite at the Escambia County Corrections Clinic located in Pensacola, Florida.

The County shall designate the treatment area to be used for dialysis services and shall provide the dialysis recliners identified as County-provided equipment.

The Contractor shall be responsible for providing all other equipment, supplies, medications, and resources necessary to perform the services unless specifically identified as a County responsibility.

2.3. SERVICE SCHEDULE AND CAPACITY

A. Routine Schedule

Routine dialysis services shall be available:

Days: Monday through Friday

Hours: 8:00 a.m. through 4:00 p.m.

The Contractor shall coordinate patient scheduling with ECCD to minimize disruption to facility operations while ensuring that medically necessary treatment schedules are maintained.

B. Patient Capacity

The Contractor shall maintain sufficient equipment, personnel, and supplies to provide dialysis treatment to an average of two inmate patients simultaneously.

The Contractor's proposed staffing and equipment plan shall demonstrate its ability to meet this capacity requirement.

C. Urgent Services

The Contractor shall maintain procedures and resources to respond to medically necessary urgent dialysis requirements.

Urgent dialysis treatment shall be provided when medically necessary and authorized through the appropriate County medical process.

The Contractor shall be capable of responding to an urgent dialysis request within twelve (12) hours of notification.

2.4. MANDATORY CONTRACTOR RESPONSIBILITIES

The Contractor shall:

1. Provide all personnel necessary to perform the services.
2. Provide all dialysis equipment and related systems.
3. Provide all required dialysis supplies and consumables.
4. Provide medications required for dialysis treatment.
5. Provide clinical oversight of dialysis services.
6. Conduct patient assessments necessary to establish and maintain individualized treatment plans.
7. Provide scheduled dialysis treatments.

8. Monitor patients during treatment.
9. Document treatment parameters, patient responses, complications, and adverse events.
10. Maintain appropriate infection prevention and control procedures.
11. Maintain and calibrate equipment in accordance with applicable requirements and manufacturer specifications.
12. Maintain appropriate emergency response procedures.
13. Provide required emergency medical supplies and medications.
14. Maintain appropriate quality assurance procedures.
15. Coordinate treatment schedules with ECCD.
16. Maintain required licenses and certifications.
17. Comply with all applicable federal, state, and local laws and regulations.
18. Comply with all Florida Model Jail Standards (FMJS) and accreditation requirements set for by the Florida Corrections Accreditation Commission (FCAC) and the National Commission on Correctional Healthcare (NCCHC) at the time of implementation.
 1. The FMJS can be found at the following link <https://www.flsheriffs.org/law-enforcement-programs/training/florida-model-jail-standards>
 2. The FCAC standards can be found at the following link: <https://flaccreditation.org/>.
 3. NCCHC Standards can be found at the following link: <https://www.ncchc.org/jails-and-prisons/>
19. If ECCD chooses to pursue further accreditation in the future, the bidder agrees to work collectively with the facility to meet the requirements of said additional accreditation.
20. Maintain confidentiality of protected health information.
21. Properly handle and reconcile sharps and chemicals.
22. Maintain appropriate safety documentation, including Safety Data Sheets (SDS).
23. Set up and tear down the mobile dialysis equipment.
24. Maintain the treatment area in a clean and orderly condition.
25. Provide required treatment records with the ECCD Medical Records Unit.
26. Cooperate with County inspections, audits, meetings, and quality assurance activities.
27. Maintain continuity of services throughout the contract term.

2.5. EQUIPMENT, SUPPLIES, AND MEDICATIONS

A. Dialysis Equipment

The Contractor shall provide all dialysis equipment necessary to perform the services, including dialysis machines and related equipment.

All equipment shall:

- Be appropriate for the intended clinical use;
- Comply with applicable federal and state requirements;
- Be properly maintained;
- Be routinely inspected;
- Be calibrated as required;
- Be operated in accordance with manufacturer specifications; and
- Be maintained in safe and sanitary operating condition.

The Contractor shall provide all necessary water treatment equipment and related systems required to perform dialysis services.

Equipment shall comply with applicable ANSI/AAMI standards identified in the Contractor's proposed service plan.

B. Supplies and Consumables

The Contractor shall provide all consumable supplies necessary for each treatment, including, but not limited to:

- Dialyzers;
- Bloodlines;
- Needles;
- Syringes;
- Dialysate solutions;
- Personal protective equipment;
- Sharps containers;
- Cleaning and disinfection supplies; and
- Other supplies necessary to safely complete dialysis treatment.

C. Medications

The Contractor shall provide medications necessary for dialysis treatment, including anticoagulants and other supportive medications required as part of the dialysis treatment process.

All medications shall be properly stored, secured, administered, documented, and handled in accordance with applicable requirements.

2.6. CLINICAL STAFFING REQUIREMENTS

The Contractor shall provide qualified, appropriately licensed, trained, and credentialed personnel sufficient to provide all required services.

A. Registered Nurses

All dialysis services shall be provided by Registered Nurses:

- Maintain an active and unrestricted license applicable to the services provided;
- Possess appropriate dialysis experience and training;
- Maintain current Basic Life Support (BLS) certification; and
- Meet all applicable professional, regulatory, and facility requirements.

B. Nephrologist/Clinical Oversight

The Contractor shall provide licensed and appropriately qualified nephrologist oversight for the dialysis program and treatment of inmate patients as required by the Contractor's clinical model and applicable requirements.

The Contractor shall identify its nephrologist or other medical director responsible for clinical oversight in its proposal.

C. Dialysis Technicians

Where dialysis technicians are utilized, the Contractor shall ensure that technicians are appropriately trained, qualified, and authorized to perform their assigned duties.

D. Staffing Plan

The Contractor shall provide a staffing plan demonstrating that sufficient personnel will be available to:

- Meet the routine treatment schedule;
- Treat an average of two patients simultaneously;
- Respond to emergency treatment needs;
- Perform setup and teardown;
- Maintain required documentation;
- Maintain infection control procedures; and
- Provide continuity of services.

2.7. PATIENT ASSESSMENT AND DIALYSIS TREATMENT

A. Initial Assessment

The Contractor shall conduct a comprehensive assessment of each inmate patient requiring dialysis and shall establish an individualized treatment plan based upon the patient's medical needs.

The Contractor shall coordinate treatment planning with appropriate County medical personnel.

B. Dialysis Treatment

The Contractor shall provide dialysis treatments according to the patient's prescribed treatment plan and medical needs.

Treatment shall generally occur three times per week unless a different treatment schedule is medically necessary.

C. Patient Monitoring

The Contractor shall monitor patients throughout each dialysis treatment and shall document, as applicable:

- Vital signs;
- Treatment parameters;
- Patient response;
- Blood work and relevant clinical indicators;
- Complications;
- Adverse events; and
- Other clinically relevant information.

D. Coordination of Care

The Contractor shall coordinate with ECCD medical personnel to facilitate continuity of care and appropriate communication concerning the inmate patient's treatment.

2.8. INFECTION PREVENTION AND CONTROL

The Contractor shall maintain and implement appropriate infection prevention and control procedures for all dialysis services.

At a minimum, the Contractor shall:

1. Follow applicable infection prevention and control requirements.
2. Require appropriate PPE for personnel performing dialysis services.
3. Clean and disinfect treatment equipment as required.
4. Sanitize treatment areas before and after treatment sessions.
5. Properly handle contaminated materials.
6. Properly dispose of medical waste and sharps.
7. Maintain procedures to prevent cross-contamination.
8. Maintain appropriate documentation of required infection control activities.

2.9. EMERGENCY MEDICAL RESPONSE

The Contractor shall maintain written emergency procedures addressing medical emergencies that may occur during dialysis treatment.

Emergency procedures shall address, as applicable:

- Medical deterioration;
- Cardiac emergencies;
- Hypotension;
- Bleeding;
- Dialysis-related complications;
- Adverse medication reactions;
- Equipment failure;
- Emergency transport; and
- Activation of emergency medical services.

Contractor personnel shall be trained in emergency response procedures appropriate to their assigned duties.

The Contractor shall maintain appropriate emergency equipment and supplies necessary to respond to foreseeable dialysis-related emergencies

2.10. MEDICAL RECORDS AND DOCUMENTATION

The Contractor shall maintain complete and accurate records for each dialysis treatment.

Documentation shall include, at a minimum:

- Patient identification;
- Date and time of treatment;
- Treatment parameters;
- Vital signs;
- Medications administered;
- Patient response;
- Complications or adverse events;
- Equipment or treatment issues;
- Clinical observations; and
- Other information required by applicable standards.

The Contractor shall provide copies of treatment records to the County Medical Records Unit for inclusion in the inmate patient's medical record.

Where required by the County, the Contractor may be required to enter applicable clinical information into the patient's medical record.

All treatment documentation shall be submitted to the County Medical Records Unit within twenty-four (24) hours following completion of the treatment session.

2.11. QUALITY ASSURANCE AND PERFORMANCE MONITORING

The Contractor shall maintain a written quality assurance program for the services provided under this RFP.

The quality assurance program shall include procedures for:

- Monitoring quality of patient care;
- Reviewing treatment records;
- Identifying adverse events;
- Monitoring infection control;
- Monitoring equipment maintenance;
- Reviewing service interruptions;
- Addressing deficiencies;
- Implementing corrective actions; and
- Evaluating overall service performance.

ECCD may conduct audits, reviews, inspections, and performance meetings concerning the Contractor's services.

The Contractor shall cooperate fully with ECCD quality assurance and performance monitoring activities.

2.12. FACILITY, SECURITY, AND CORRECTIONAL REQUIREMENTS

The Contractor shall comply with all ECCD security procedures applicable to vendors and healthcare providers entering or working within correctional facilities.

All Contractor personnel shall:

- Complete required County security procedures;
- Submit to required background screening;
- Complete fingerprinting before entering the facility; and
- Comply with all facility security instructions.

Contractor personnel shall not bring unauthorized items, equipment, medications, chemicals, tools, or other materials into the facility.

The ECCD reserves the right to deny facility access to any Contractor employee which fail to satisfy applicable security requirements.

2.13. SHARPS, CHEMICALS, AND MEDICAL WASTE

The Contractor shall be responsible for the safe handling, storage, transportation, reconciliation, and disposal of sharps, chemicals, and other materials used in providing dialysis services, except where otherwise specifically agreed in writing.

The Contractor shall conduct daily reconciliation of sharps and chemical liquids used during treatment.

The Contractor shall provide Safety Data Sheets (SDS) for applicable chemicals and maintain required copies onsite.

All medical waste and sharps shall be handled and disposed of in accordance with applicable requirements.

2.14. SETUP, RECOVERY, AND HOUSEKEEPING

The Contractor shall be responsible for all setup and recovery associated with mobile dialysis services.

Equipment and supplies shall be delivered and set up prior to the beginning of the scheduled treatment session.

Following each treatment session, the Contractor shall:

- Remove or secure equipment and supplies as appropriate;
- Clean and disinfect equipment;
- Properly dispose of waste;
- Secure medications and supplies;
- Reconcile sharps and chemicals;
- Clean the treatment area; and
- Leave the treatment area in a clean, sanitary, and orderly condition.

2.15. COMMUNICATION AND COORDINATION

The Contractor shall maintain open and timely communication with ECCD personnel.

The Contractor shall coordinate with designated ECCD personnel regarding:

- Patient scheduling;
- Treatment requirements;
- Medical concerns;
- Emergency treatment;
- Equipment problems;
- Staffing issues;
- Service interruptions;
- Documentation;

- Quality assurance; and
- Other matters affecting dialysis services.

The Contractor shall participate in periodic meetings with County personnel as requested.

2.16. TRAINING AND CREDENTIALING

The Contractor shall ensure that all personnel assigned to the ECCD are appropriately trained and credentialed for their assigned duties.

Personnel shall maintain all required licenses, certifications, registrations, and continuing education.

The Contractor shall provide documentation of licenses, certifications, training, and credentials upon request by the County.

The Contractor shall ensure that personnel maintain current BLS certification as required by this RFP.

Training shall include, as applicable:

- Dialysis procedures;
- Infection prevention;
- Emergency response;
- Equipment operation;
- Patient safety;
- Correctional facility security procedures;
- HIPAA and confidentiality;
- Sharps safety;
- Chemical safety; and
- Other training necessary to safely perform assigned duties.

2.17. REGULATORY AND PROFESSIONAL COMPLIANCE

The Contractor shall comply with all applicable federal, state, and local laws, regulations, rules, licensing requirements, and professional standards governing the provision of dialysis services.

The Contractor shall maintain all licenses and certifications necessary to provide the services in the State of Florida.

The Contractor shall comply with applicable requirements concerning:

- Dialysis services;
- Healthcare facilities and providers;
- Occupational safety;
- Infection control;

- Patient privacy and confidentiality;
- Medication management;
- Medical records;
- Emergency medical response;
- Equipment safety; and
- Correctional facility access and security.

The Contractor shall comply with applicable requirements and standards identified in the solicitation, including, where applicable, CMS, NKF, CDC, OSHA, HIPAA, ANA, NCSBN, and ANNA requirements.

2.18. MINIMUM QUALIFICATIONS OF CONTRACTOR

To be considered responsive, the Contractor must meet the following minimum qualifications:

1. Be legally authorized and properly licensed to provide dialysis services in the State of Florida.
2. Have a minimum of five (5) years of experience providing dialysis services, with mobile dialysis experience preferred.
3. Demonstrate experience providing services comparable in scope and complexity to the requirements of this solicitation.
4. Demonstrate the ability to provide qualified clinical personnel, equipment, supplies, medications, clinical oversight, emergency response, documentation, and quality assurance.
5. Maintain appropriate licenses, certifications, registrations, and professional credentials.
6. Demonstrate substantial compliance with the requirements of this RFP.
7. Be registered and authorized to conduct business in the State of Florida.
8. Certify that the Contractor can commence full operations within sixty (60) days following notification of award, unless an alternate implementation period is approved by the County.
9. Agree that assigned personnel shall complete required County fingerprinting and background screening.
10. Demonstrate the ability to comply with applicable County Corrections security, healthcare, and operational requirements.
11. Provide at least three (3) current or former client references for comparable dialysis services.

2.19. PERSONNEL SUBSTITUTIONS

Personnel identified in the Contractor's proposal shall be considered essential to the successful performance of the services.

No substitution of key personnel shall occur without prior written notification to and approval by the ECCD.

Any requested replacement shall:

- Be submitted in writing;
- Include the proposed individual's resume;
- Identify the reason for the substitution;
- Demonstrate comparable or superior qualifications; and
- Meet all applicable licensing, certification, security, and credentialing requirements.

The County reserves the right to reject proposed personnel who do not meet the requirements of this solicitation or the resulting agreement.

2.20. CONTINUITY OF SERVICES

The Contractor shall maintain sufficient resources to provide uninterrupted dialysis services throughout the contract term.

The Contractor shall maintain contingency procedures addressing:

- Equipment failure;
- Staffing shortages;
- Supply interruptions;
- Medication shortages;
- Emergency treatment requirements;
- Utility or water treatment issues;
- Facility access interruptions; and
- Other circumstances that could affect continuity of dialysis services.

Any anticipated interruption in service shall be communicated to the County immediately.

2.21. SERVICE PERFORMANCE REQUIREMENTS

The Contractor shall perform all services in a timely, professional, safe, and reliable manner.

At a minimum, the Contractor shall:

- Maintain the established Monday through Friday schedule;
- Provide services between 8:00 a.m. and 4:00 p.m.;
- Maintain capacity for an average of two simultaneous patients;
- Provide emergency dialysis services when medically necessary;
- Respond to emergency dialysis requests within one hour of notification;
- Have equipment and supplies ready before the beginning of each treatment session;
- Maintain equipment according to manufacturer specifications;

- Complete required treatment documentation;
- Submit treatment documentation within 24 hours;
- Maintain required licenses and certifications;
- Maintain appropriate infection control procedures;
- Maintain emergency response procedures; and
- Communicate promptly with County Corrections regarding service issues.

2.22. MINIMUM SERVICE DELIVERABLES

The successful Contractor shall provide, at a minimum:

1. Qualified dialysis clinical personnel.
2. Nephrologist/clinical oversight.
3. Dialysis technicians when required for the Contractor's service model.
4. Dialysis machines.
5. Water treatment equipment and related systems.
6. Dialysis supplies and consumables.
7. Required medications.
8. Emergency medical supplies.
9. PPE and infection control supplies.
10. Equipment maintenance and calibration.
11. Patient assessment and treatment planning.
12. Routine dialysis treatments.
13. Emergency dialysis response.
14. Complete treatment documentation.
15. Medical records submission.
16. Quality assurance program.
17. Infection prevention and control procedures.
18. Sharps and chemical reconciliation.
19. SDS documentation.
20. Setup and teardown services.
21. Housekeeping and sanitation related to the Contractor's services.

22. Required staff training and credentialing.
23. Compliance with applicable healthcare and correctional requirements.

2.23. COUNTY RESPONSIBILITIES

The County shall:

1. Provide a designated treatment area within the medical clinic.
2. Provide the dialysis recliners identified as County-provided equipment.
3. Provide reasonable access to the designated treatment area.
4. Coordinate security and facility access for authorized Contractor personnel.
5. Coordinate patient scheduling with the Contractor.
6. Provide appropriate notification regarding inmate patients requiring dialysis services.
7. Provide access to applicable County medical records as permitted by law and County policy.
8. Coordinate with the Contractor regarding facility operational and security requirements.

ECCD nursing staff and medical providers will not participate in the provision of the Contractor's routine chronic dialysis treatment services unless otherwise specifically authorized or required for emergency or continuity-of-care purposes.

2.24. PROPOSAL SUBMISSION REQUIREMENTS

Proposals shall be prepared in accordance with the following tab structure.

TAB 1 – CONTRACTOR'S QUALIFICATIONS AND REFERENCES

Provide complete name and address of the proposing firm, including contact information for correspondence regarding the proposal.

Provide contractor experience and qualifications.

Provide at least three (3) current or former client references for comparable dialysis services.

For each reference, provide:

- Client/facility name;
- Location;
- Description of services provided;
- Contract term;
- Name of reference contact;
- Telephone number; and
- Email address.

Reference contacts shall have personal knowledge of the Contractor's performance.

The Contractor shall notify reference contacts that they have been identified as references and that the County may contact them.

Failure of a reference to respond to County inquiries may affect the evaluation of the proposal.

TAB 2 – PERSONNEL/ PROFESSIONAL QUALIFICATIONS

Identify each member of the proposed project team, including:

- Name;
- Position;
- Responsibilities;
- Professional license;
- Certifications;
- Education;
- Relevant experience;
- Dialysis experience;
- Proposed role in the County account;
- Telephone number; and
- Email address.

Provide resumes for key management and clinical personnel.

The Contractor shall also provide job descriptions and minimum qualifications for each position proposed.

TAB 3 – CAPABILITIES AND UNDERSTANDING OF SCOPE

In this section, the Vendor will discuss the requirements, item by item, as requested in, the solicitation. Provide a description of the Contractor's approach, technique and procedures to accomplish the scope of services identified and required by this document. A restatement of tasks or mere affirmation of willingness and ability to perform the tasks will not be considered a responsive. The information presented will be in sufficient detail to enable the County to ascertain the Contractor's understanding the results to be accomplished and the way in which the Contractor intends to accomplish them.

The response shall address, at a minimum:

- Staffing;
- Patient capacity;
- Dialysis equipment;
- Water treatment;

- Supplies;
- Medications;
- Treatment procedures;
- Infection control;
- Emergency response;
- Medical records;
- Quality assurance;
- Equipment maintenance;
- Security;
- Setup and teardown;
- Scheduling;
- Emergency response;
- Continuity of services; and
- Communication with County Corrections.

TAB 4 – COST PROPOSAL

Provide a detailed cost proposal for all services required under this RFP.

Pricing shall identify all costs associated with the proposed services, including:

- Routine dialysis treatments;
- Emergency treatments;
- Equipment;
- Supplies;
- Medications;
- Personnel;
- Setup and recovery;
- Maintenance;
- Transportation or delivery, if applicable;
- Documentation;
- Administrative costs; and
- Any other applicable charges.

The Contractor shall identify any additional or potential costs not otherwise included in the proposed pricing.

TAB 5 – IMPLEMENTATION PLAN

Provide a detailed implementation plan and timeline demonstrating the Contractor's ability to commence full operations within sixty (60) days following notification of award.

The implementation plan shall identify:

- Key implementation activities;
- Staffing;
- Credentialing;
- Background screening;
- Equipment delivery;
- Equipment setup;
- Supplies;
- Scheduling;
- Training;
- Testing;
- Facility coordination; and
- Proposed service commencement date.

TAB 6 – APPENDIX OR ADDITIONAL/OPTIONAL SERVICE

Include any additional information or materials that the Contractor believes will assist the County in evaluating the proposal.

Proposed additional contractual terms and conditions may be included in this section.

Submission of proposed terms does not constitute acceptance by the County. Only terms approved and incorporated into the final agreement shall become contractual requirements.

TAB 7 – REQUIRED PURCHASING DOCUMENTS

Include all required County purchasing forms and documents identified in the Vendor Submission Checklist.

Unless otherwise directed by the County's procurement instructions, the complete proposal shall be submitted as **one PDF document** containing all required tabs and supporting documentation.

3. Solicitation Terms and Conditions 3+1+1

3.1. Solicitation Terms and Conditions

Submission of a bid in accordance with these Terms and Conditions and the General Terms and Conditions provided in Section IV below constitutes a binding offer from the bidder. The Terms and Conditions incorporated herein will become a part of the written agreement between the parties.

Pre-Bid Inquiries

Submission of a proposal in accordance with these Terms and Conditions and the General Terms and Conditions provided in Section IV below constitutes a binding offer from the respondent. The Terms and Conditions incorporated herein will become a part of the written agreement between the parties.

Pre-Proposal Inquiries

All inquiries concerning the solicitation, including, but not limited to, the scope of work, specifications, additional requirements, attachments, general or supplemental terms and conditions, must be submitted to the Office of Purchasing through the e-procurement portal hosted by OpenGov.

All questions or inquiries must be received no later than the last day for questions stated on the cover page of the solicitation. Any modification to the solicitation documents will be in the form of a written addendum issued by the County not less than five (5) days prior to the date and time of solicitation closing. Addenda will be provided to each respondent via email and will be posted to the Escambia County website at Escambia County Solicitations (<https://procurement.opengov.com/portal/escambiacyfl>). Such written addenda or modification shall be part of the solicitation documents and shall be binding upon each respondent. Each respondent is required to submit with the proposal a written acknowledgment to confirm receipt of any and all addenda. No respondent may rely upon any verbal modification to or interpretation of the solicitation documents, and no interpretation shall be considered binding unless provided in writing by the Office of Purchasing as provided in this provision.

Examination of Documents and Site

Before submitting a proposal, the Respondents shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Respondent shall also examine all drawings, specifications, addenda, and other relevant documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

Preparation of Proposal

The Proposal shall be based upon the completion of the Scope of Work according to the drawings and specifications, together with all addenda thereto. The proposal must be executed by an individual listed as an authorized representative with the records on file with the Florida Division of Corporations website (Sunbiz) with the principal address provided below the signature. The proposal shall include evidence of respondent's authority and qualification to do business in the State of Florida.

As applicable, a state contractor license # for the State of Florida shall also be included in the proposal, and Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

Recommended Proposal Preparation Guidelines

All respondents shall provide a straightforward and concise description of their ability to meet the proposal requirements. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach. The County discourages overly lengthy or costly proposals, all proposals shall be submitted in one electronic file.

Integrity of Documents

Respondents shall use the original solicitation documents in the format provided by the Escambia County Office of Purchasing and enter information only in the spaces where a response is requested.

Submittal of Proposal

A proposal shall be submitted no later than the date and time prescribed in the Request for Proposal and shall be accompanied by all required documents. It is the respondent's responsibility to ensure that its proposal is delivered at the proper time.

Each submittal shall include all the items listed in the [Vendor Submissions](#) section.

Identification of Subconsultants/Changes After the Fact

After submitting a proposal in response to this solicitation, respondents are prohibited from substituting, modifying, or amending the sub-consultants identified in the submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of sub-consultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

Withdrawal of Submittals

Any respondent may withdraw its submittal, either personally or by written request, at any time prior to the scheduled time for opening submittals. Requests to alter or withdraw an offer must be submitted in writing to the Purchasing Director. Submittals may not be altered or unilaterally withdrawn by the respondent after the scheduled time for submittal opening. All offers not so withdrawn shall constitute an irrevocable offer and will remain subject to acceptance or rejection by the County for a period of 90 calendar days.

Proposal to Remain Subject to Acceptance

All proposals will remain subject to acceptance or rejection by Escambia County for ninety (90) calendar days after opening Submittals.

Conditional or Incomplete Proposals

Escambia County specifically reserves the right to reject any conditional or incomplete proposal.

Addition/Deletion of Item(s)

The County reserves the right to add or delete any item from this solicitation or resulting contract when deemed to be in the County's best interest.

Changes to Specification

Specifications are based on the most current literature available. The Office of Purchasing must be notified in writing of any proposed changes to the manufacturer's specifications, including, but not limited to, materials used, manufacturing process, or construction, that conflict with the specifications provided in the solicitation. Proposed changes must be explained in detail along with a copy of the relevant manufacturer's specifications. Proposed changes to the specifications provided in the solicitation shall not be binding upon the County unless evidenced by a Change Notice issued and signed by the Purchasing Director. Should Respondent fail to comply with this provision, Respondent will be liable for any costs incurred by the County to comply with the specifications provided in the solicitation.

Disqualification of Respondents

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:

- Submission of more than one proposal for the same work from an individual, firm, or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
- Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
- Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- Failure to pay or satisfactorily settle all bills due for labor and material on contracts in effect at the time of issuing the solicitation or default under a previous contract.
- Listing of the respondent by any Local, State or Federal Government/Agency on its debarred/suspended vendor list.

Investigation of Respondent

The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the County any additional information and financial data for this purpose as the County may request.

Negotiations

Should negotiations be required, the contents of the proposal of the successful firm shall become a basis for contractual negotiations.

Evaluation of Proposals and Award of Contract

Escambia County will review all proposals and will provide the recommendation to award to the County Administrator, and the Board of County Commissioners. The County will award the proposal to the most responsive and responsible firm(s). The County reserves the right to award the proposal to the respondent submitting a responsive proposal with a resulting negotiated agreement which is most

advantageous and in the best interest of the County, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Escambia County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Escambia County reserves its right to reject any or all Proposals, including without limitation nonconforming, nonresponsive, unbalanced, or conditional Proposals. The County further reserves the right to reject the Proposal of any Respondent whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Respondents, the County may consider the qualifications of Respondents and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as a part of the Proposal.

Escambia County reserves the right to waive any informalities or reject any and all submissions, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this solicitation, and to accept the proposal that in its judgment will best serve the interest of the County.

Award

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

Contract Term

- A. The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of Thirty-Six (36). The contract may be renewed for two (2) additional twelve (12) month periods, up to a maximum Sixty (60) months total 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 amendment to the contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.
- B. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- C. The initiating County department(s) shall issue release (purchase) orders against the term contract on an “as needed” basis.
- D. The contract may be canceled by the awarded firm, for good cause, upon ninety (90) days prior written notice.
- E. The County retains the right to terminate the contract, with or without good cause, upon (30) days prior written notice.
- F. In the event of termination by either party as provided herein, the awarded firm shall be paid for services performed through the date of termination.

Option to Extend the Term of the Contract (Not applicable to Lump Sum Agreements)

After exercising all options to renew, if it is determined that interim performance is necessary to allow for the solicitation and award of new contract, the County may extend this Agreement for up to an additional six (6) months. The County shall provide written notice to the Contractor no later than thirty (30) days prior to the expiration of the last one (1) year renewal

period. The exercise of the option shall be for the period specified and for the prices listed on the bid form. All other terms and conditions of the contract shall apply to the option periods.

Form of Agreement

The Contract form shall be provided by the Office of Purchasing. The successful respondent shall, within 5 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Legal Office all required contract documents. Failure to execute the contract within such period shall constitute a default, and the county may award the contract to the next responsive and responsible proposal or re-solicit and charge against the respondent the difference between the amount of the offer and the amount for which a contract is subsequently executed, irrespective of whether the amount due exceeds the amount of the bid surety. The awarded respondent shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Escambia County Risk Manager before the successful respondent may proceed with the work.

Indemnification

Offeror agrees to save harmless, indemnify, and defend County and their elected and appointed officials, 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 performed by Offeror under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted Offeror; or resulting from the use by Offeror, or by any one for whom Offeror is legally liable, of any materials, tools, machinery or other property of County.

County and Offeror agree the first \$100.00 of the Contract Amount paid by County to Offeror shall be given as separate consideration for this indemnification, and any other indemnification of County by Offeror provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Offeror by Offeror's acceptance and execution of the Agreement.

The Offeror'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 Offeror 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 when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to all other legal remedies available to the County and shall not be the County's exclusive remedy.

4. Purchase Agreements with Other Government Agencies

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies unless otherwise stipulated by the offeror on the bid form.

5. General Terms and Conditions

Any and all Supplemental Terms and Conditions and specifications referenced within the solicitation that vary from these General Terms and Conditions shall have precedence. Submission of an offer in accordance with these General Terms and Conditions and Supplemental Terms and Conditions constitutes a binding offer from the offeror. The terms and conditions incorporated herein will become a part of the written agreement between the parties.

Prospective offerors may utilize the Office of Purchasing Home Page to obtain Vendor Information and Solicitation Information, including Bid/Proposal Tabulations, Recommended Award(s), etc. In order to participate in a solicitation, offerors must establish an account via the e-procurement portal of the County's vendor management software hosted by OpenGov. Once the vendor registration is completed, the offeror will receive all notifications relating to the relevant solicitation via e-mail to the address registered with the account.

1. **Sealed Solicitations:** All solicitation forms shall be executed and submitted in the e-procurement portal of the County's vendor management software. The file name shall contain the solicitation number and title and the contractor/vendor's name. All solicitations are subject to the terms and conditions specified herein. Solicitation offers which do not comply with these terms and conditions are subject to rejection.
2. **Execution of Solicitation:** Solicitation forms shall be manually or electronically signed by an authorized representative in the space provided. Persons signing on behalf of a corporate entity must be identified as President or Vice President with the records on file with the Florida Division of Corporations or otherwise authorized by corporate resolution of the Board of Directors. Persons signing on behalf of a limited liability company must be identified as a managing member or other authorized representative with the records on file with the Florida Division of Corporations.
3. **No Offer:** If not submitting an offer, respond by selecting the "NO BID" option in the e-procurement portal of the County's vendor management software, specify the reason in the drop-down menu, and confirm the "NO BID" before the expiration of the Submission Deadline.
4. **Conduct of Participants:** The following policy will apply to all solicitations:

Conduct of Participants.

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, 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 Director.

Definitions.

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request 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 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.

5. **Additional Terms and Conditions:** No additional terms and conditions included with the offer will be considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. It is understood and agreed that the General and Supplemental Terms and Conditions in this solicitation are the only terms and conditions applicable to this solicitation, and the contractor's authorized signature affixed to the offer attests to this.
6. **Mistakes:** Contractors are expected to examine the specifications, delivery schedule, solicitation prices, extensions, and all instructions pertaining to supplies and services described in the solicitation. Failure to do so will be at contractor's risk. In the event of an error in the extension of the unit price, the unit price will govern.
7. **Prices:** All offers shall include firm unit prices that include all packing, handling, shipping charges, and delivery to any point within Escambia County, Florida.
8. **Discounts:** Discounts for prompt payments shall not be considered when determining the lowest net cost for solicitation evaluation purposes except in cases of tie solicitations.
9. **Product Literature:** Offeror shall provide a copy of any relevant product literature and price list(s) with the offer.
10. **Abnormal Quantities:** Should any unusual or abnormal quantity requirements arise, the County reserves the right to solicit separate offers as a multiple award.

11. **Additional Quantities:** For a period not exceeding one hundred eighty (180) days from the date of the offer, the County reserves the right to purchase additional quantities at the prices offered in this solicitation. If additional quantities are not acceptable, the contractor must specify "OFFER IS FOR SPECIFIED QUANTITY ONLY".
12. **Approved Equivalents:** Any manufacturer's name, trade name, brand name, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The contractor may offer any brand for which it is an authorized representative that meets or exceeds the specifications for any item(s). Customary measurements appearing in these specifications are not intended to preclude offers for commodities with metric measurements. If an offer includes equivalent products, indicate the manufacturer's name and number. The contractor shall submit with its offer applicable cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous solicitation will not satisfy this provision. Escambia County reserves the right to determine acceptance of item(s) as an approved equivalent. Offers that do not comply with these requirements are subject to rejection.
13. **Nonconformance to Specifications:** Items may be tested for compliance with the contract specifications by a testing laboratory acceptable to the County. The County may require the contractor to reimburse all costs incurred by the County in connection with the examination or testing of the commodity, including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs should the items fail testing. The data derived from any tests for compliance with the contract specifications are public records and open to examination in accordance with Chapter 119, Florida Statutes. Items delivered that do not conform to the contract specifications may be rejected and returned at contractor's expense. These items and items not timely delivered by the delivery date specified in the solicitation and/or purchase order may result in the contractor being found in default, in which event, any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in contractor's name being removed from the Office of Purchasing registered vendor list, and the County not doing business with the contractor until such time as the County has been reimbursed for all re-procurement costs.
14. **Service and Warranty:** Unless otherwise specified, the offeror shall define any warranty service and replacements that will be provided at no cost to the County during and subsequent to the contract term.
15. **Condition and Packaging:** All items shall be a new, current standard production model available at the time of the solicitation. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

16. **Safety Standards:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements, standards, and regulations of the Occupational Safety and Health Act (OSHA).
17. **Delivery:** Delivery shall be Monday through Friday during regular business hours, excluding County designated holidays, unless otherwise specified. Unless a date is specified, contractor must provide the number of days required to make delivery after receipt of purchase order. The County may utilize delivery time as a factor for recommending the award.
18. **Inspection, Acceptance and Title:** Inspection and acceptance will be at “the place of destination” unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the County, unless loss or damage results from negligence by the County. The contractor shall be responsible for filing, processing, and collecting all damage claims.
19. **Samples:** Samples of items shall be furnished at no expense to the County. If not destroyed and upon written request, samples will be returned at the contractor’s expense. Each sample shall be labeled with the contractor’s name, manufacturer’s brand name, and serial number (as appropriate), solicitation number, and item reference. Requests to return samples must be received within 10 days after the solicitation opening date and must be accompanied by instructions with the applicable shipping authorization number and name of carrier. If instructions are not received, sample items become the sole property of the County and may be disposed of at the County’s discretion.
20. **Protests:** Any actual bidder/proposer who is aggrieved in connection with a pending award may submit a protest in writing to the Purchasing Director within two business days after the posting of the award recommendation as provided in Sec. 46-100, Escambia County Code of Ordinances.
21. **Solicitation Expenses:** The County accepts no responsibility for any expenses incurred by the offeror in the solicitation preparation and submittal as well as any other requirements as may be specified in the solicitation. All such expenses are borne solely by the offeror.
22. **Taxes:** Escambia County does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to the purchases of tangible personal property by contractors who use the tangible personal property in the performance of contracts for the improvement of County owned real property.
23. **Invoicing and Payment:** Payments shall be made in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

24. **Improper Invoice; Resolution of Disputes:** Improper invoices for construction services and non-construction services will be processed in accordance with Sections 218.735(2)-(5) and 218.736(1), Florida Statutes, respectively. In the event a dispute occurs between a contractor and the County concerning payment of an original invoice, such dispute shall be finally determined by the County pursuant to the County's Dispute Resolution Procedure established in accordance with Section 218.76(2), Florida Statutes.
25. **Conflict of Interest:** The offeror represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The offeror further represents that no person having any such interest shall be employed by it during the agreement term and any extensions. The offeror shall promptly notify the Purchasing Director, in writing, of any potential conflict of interest which may influence or appear to influence the contractor's judgment or quality of services.
26. **Contingent Fees:** The offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the offeror to solicit and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the offeror any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement. For the breach or violation of this provision, the County shall have the right to terminate any resulting contract without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.
27. **Code of Ethics; Gifts:** The award hereunder is subject to the provisions of Chapter 112, Part III, Florida Statutes, regarding the Code of Ethics for Public Officers and Employees, and the Escambia County Code of Ethics Policy. Contractors are required to promptly disclose to the Purchasing Director any gifts or gratuities offered to or solicited by any County employee or public officer. The right of the contractor to proceed may be terminated by the County if, after notice and hearing, the Purchasing Director determines that the contractor, its agent, or another representative offered or gave a gratuity, including, but not limited to, money, services, travel, entertainment, or gifts to an officer, official, or employee of the County under circumstances where it may be reasonably inferred that the action of the contractor was intended to obtain a contract or favorable treatment under a contract. If the resulting contract is terminated under this clause, the County will be entitled to pursue all available legal remedies, including an action for breach of contract. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
28. **Governmental Restrictions:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items prior to delivery, it shall be the responsibility of the contractor to provide written notice to the

Office of Purchasing identifying the applicable restrictions or regulation(s) that necessitate the alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

29. **Legal Requirements:** This solicitation shall be conducted in accordance with the provisions of the Escambia County Purchasing Ordinance, and all applicable laws and regulations of the State of Florida and the Escambia County Code of Ordinances shall apply to any resulting contract. Applicable provisions of all federal, state, and local laws, ordinances, rules, and regulations shall govern development, submittal, and evaluation of all offers received in response hereto and shall govern any and all claims and disputes which may arise regarding this solicitation or any resulting contract; and lack of knowledge by any offeror shall not constitute a cognizable defense against the legal effect thereof.
30. **Compliance with Laws:** The contractor agrees to comply with all applicable federal, state and local laws, rules, policies, or guidelines related to this offer and the performance of any resulting contract, including, but not limited to, the requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), the Equal Employment Opportunity (EEO) Act, and the Illegal Immigration Reform and Immigrant Responsibility Act, as amended, (8 U.S.C.A. §1324a).
31. **Patents and Royalties:** In addition to any other indemnification obligation, the contractor shall hold harmless, indemnify and defend the County and its officers, agents, and employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the offeror. The contractor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by contractor or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement and will afford the contractor full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the contractor may, at its option and expense, procure the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood that the offered prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
32. **Public Records:** Any documents submitted in response to this solicitation may be subject to disclosure pursuant to the provisions of Florida's Public Records Act, Chapter 119, Florida Statutes. contractor waives any claim of confidentiality upon submission of its offer. Records that

are exempt or exempt and confidential will not be disclosed to any third-party except as authorized by law. Pursuant to Section 119.071 (1)(b)-2., Florida Statutes, sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

33. **Equal Employment Opportunity:** In the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical handicap.
34. **Contractor Personnel:** The County shall, throughout the term of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the County reasonably rejects staff or subcontractors, the contractor shall provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day- to-day supervision and control of the contractor's employees and subcontractors is the sole responsibility of the contractor. Contractors who are suspended or debarred are prohibited from subcontracting.
35. **Public Entity Crimes:** Pursuant to Section 287.133(2), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer on a contract to provide any goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit offers on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. The Sworn Statement on Public Entity Crimes must be completed and submitted with the offer. Information as provided may be verified through the State of Florida.
36. **Scrutinized Companies:** Pursuant to Section 287.135, Florida Statutes, a company is ineligible to bid or submit a proposal for, or enter into or renew a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engage in a boycott of Israel or bid on submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more if on the Scrutinized Companies with activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 or is engaged in business operations in Cuba or Syria. The Scrutinized Companies Certification must be completed and submitted with the offer. If contractor is found to have submitted a false certification or subsequently fails to maintain compliance, the contract may be terminated for cause.

37. **Prohibition Against Considering Social, Political, Ideological Interests:** Pursuant to Section 287.05701, Florida Statutes, the County will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. In addition, the County may not give preference to any vendor based on the social, political, or ideological interests of the vendor.
38. **Prohibition Against Use of Coercion for Labor and Services:** In accordance with §787.06(13), Florida Statutes, Contractor shall sign and submit with its offer a Certification Regarding the Use of Coercion for Labor and Services attesting that Contractor does not use *coercion* for labor or services as the term is defined in §787.06(2), Florida Statutes.
39. **Suspended and Debarred Vendors:** Offers shall be received from only those contractors who are presently in good standing on the County's vendor list. By submitting an offer, the contractor certifies that it is not currently suspended or debarred from submitting offers for contracts issued by any political subdivision or agency of the State of Florida or the federal government; and that it is not an agent of a person or entity that is currently suspended or debarred from submitting offers for contracts issued by any political subdivision or agency of the State of Florida or the federal government.
40. **Drug-Free Workplace:** Pursuant to Section 287.087, Florida Statutes, whenever two or more offers that are equal with respect to price, quality, and service are received by the County for the purchase of commodities or contractual services, an offer received from a business that certifies it has implemented a Drug-Free Workplace Program shall be given preference in the award process.
41. **License and Certifications:** Before submitting an offer, the offeror shall have met the applicable licensing, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and must provide copies of documentation which evidence such qualifications with the response to this solicitation, and the offeror shall maintain such credentials throughout the term of the contract. Offeror will provide a copy of a current certificate of authority from the Secretary of State authorizing the company to do business in the State of Florida or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority with the response to this solicitation. The County may allow this responsiveness issue to be cured after submission of the offer within a reasonable period of time and prior to any recommendation for award. Offeror will also provide a copy of the current business tax receipt in accordance with the requirements of Chapter 205, Florida Statutes, and Chapter 90, Article III, Sec. 90-91 through 90-95 relating to Local Business Taxes. Failure to provide such evidence may render the offer non-responsive.

42. **E-Verify:** In accordance with Section 448.095, Florida Statutes, contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by contractor during the contract term and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. If contractor enters into a contract with a subcontractor performing work or providing services on its behalf, contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The resulting contract may be subject to termination if the contractor fails to maintain compliance.
43. **Contract Documents:** This solicitation shall be included and incorporated in the final contract and purchase order. The order of precedence for the contract documents will be the contract, purchase order, solicitation, and contractor's response. Any and all legal action necessary to enforce the contract will be held in Escambia County, and the contract will be interpreted according to the laws of Florida.
44. **Uniform Commercial Code:** Chapter 672, Florida Statutes, the Uniform Commercial Code shall prevail as the basis for contractual obligations between the awarded vendor/contractor and Escambia County for any terms and conditions not specifically stated in this solicitation and the relevant contract documents.
45. **Default:** Failure to perform in accordance with the terms of this solicitation and resulting contract may constitute a material default and grounds for termination with any and all re-procurement costs charged against the awarded contractor. In addition, contractor's name may be removed from the Office of Purchasing registered vendor list; and the County will not do business with the contractor until the contractor may be reinstated to the vendor list in accordance with the County Purchasing Ordinance.

6. 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.

A. General Insurance Provisions

The Offeror shall procure and maintain the following described insurance, except for coverages specifically waived in writing by the County. Such policies shall be from insurers with a minimum financial size of VIII (8) according to the latest edition of the AM Best Rating Guide. An "A" or better Best Rating is preferred, however, other 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 Offeror shall require and shall be responsible for assuring throughout the time the agreement is in effect that all its subcontractors obtain and maintain until the completion of that subcontractor's work, the insurance coverages described herein as are required by law to be provided on behalf of their employees and others. If the Offeror fails to follow this requirement, then the Offeror's insurance will become primary to cover any loss that may occur or is alleged to have occurred.

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 Offeror.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Offeror's interests or liabilities but are merely minimums required for the Offeror to be considered for the work that is the subject of this contract.

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

The Offeror shall purchase and maintain coverage on forms no more restrictive than the latest edition of the ISO (Insurance Services Office) commercial General Liability and Business Auto policies.

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

The Offeror's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. The County may require them to be reduced or eliminated at the sole option of the County. The Offeror will remain responsible for any deductible or self-insured retention.

Insurance required of the Offeror, or its subcontractors shall be considered primary, and insurance of the County, if any, shall be considered excess to claims or losses which arise out of this agreement, contract, or lease.

B. Specific Insurance Requirements

1) Workers Compensation Coverage

The Offeror shall purchase and maintain worker's compensation insurance for all worker's compensation obligations with Statutory Limits for Part A and with Employer's Liability (Part B) limits of at least \$1,000,000.00 each accident/ \$1,000,000.00 each employee/ \$1,000,000.00 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.

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

2) General Liability Coverage

Minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate 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.

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 and broad form property damage coverages. **Coverage B** shall include Personal Injury. **Coverage C**, Medical Payments, is required.

Even If the work covered by this submission is covered by both Bid and Performance bonds, the Offeror 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.

3) Business Auto Liability Coverage

Minimum limit of \$1,000,000 per accident or occurrence. Automobile 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 for any employee or subcontractor's non-ownership use of an auto.

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

4) Umbrella Liability Coverage (when utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed as an alternative solely at the discretion of the County. 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.

7. Medical Professional Liability Insurance

Medical Professional Liability insurance is to be purchased to cover financial losses, legal defense cost, and damages when a healthcare provider is accused of professional negligence that harms a patient. Limits are \$2,000,000 per instance and \$4,000,000 aggregate.

8. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. 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. Some coverages should be evidenced by actual copies of policies and endorsements sent by the agent of the Offeror.

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 is an additional insured on the General Liability and Business Auto liability policies. If an Excess or Umbrella Liability policy is used to provide the minimum limit requirements, then the County should be named as an Additional Insured on that policy too.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions more than \$1,000.00.
4. Designate Escambia County as the certificate holder as follows: Escambia County

Office of Purchasing, Room 11.101
213 Palafox Place 2nd Floor
Pensacola, FL 32502

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.

9. Vendor Submissions

All forms downloaded in this section must be uploaded with your submission and dated within the past 30 days.

Active registration with the Florida Division of Corporations (SunBiz) is required at the time of submission.

9.1. I certify that I have read through the attached solicitation, and I understand all specifications, terms, conditions, and materials provided therein.

- ☐ Yes
☐ No

9.2. Contract Execution and Certificate(s) of Insurance**

The contract shall be executed by the successful bidder and shall be returned, with the Certificate(s) of Insurance to Escambia County so that it is received within **10 working days** after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

- ☐ Please confirm

*Response required

9.3. References Form*

Please download the below documents, complete, and upload.

- [REFERENCES FORM.pdf](#)

*Response required

9.4. Deletion of Records Form*

Deleted and Destroyed Documents Letter

PD PD 25-26.121 Mobile Dialysis Services for Escambia County Corrections

To the Escambia County Office of Purchasing

Our firm recently received an Solicitation for the above-mentioned specification.

We hereby acknowledge and certify that our company has destroyed/deleted any digital downloaded copies of the plans and specifications relative to this project. At the time we received this information, we understood that it was exempt from the Public Record Law and all of the information, whether originals or duplicated, shall be destroyed/deleted.

- ☐ Please confirm

*Response required

9.5. E-Verify Certification*

Please download the below documents, complete, and upload with your proposal submission.

- [E-Verify.pdf](#)

*Response required

9.6. [Sworn Statement Pursuant to Section 287.133\(3\)\(A\), Florida Statutes on Entity Crimes*](#)

Please download the below documents, complete, and upload with your proposal submission.

- [PD 25-26.121 Sworn Statemen...](#)

*Response required

9.7. [Anti Human Trafficking Affidavit - HB7063*](#)

Please download the below documents, complete, and upload.

- [Certification.HumanTraffick...](#)

*Response required

9.8. [Conflict of Interest Form*](#)

Please download the below documents, complete, and upload with your proposal submission.

- [Conflict_of_Interest.pdf](#)

*Response required

9.9. [Drug-Free Workplace Form*](#)

Please download the below documents, complete, and upload with your proposal submission.

- [Drug_free_workplace.pdf](#)

*Response required

9.10. [Information Sheet for Transactions and Conveyances Corporate Identification.*](#)

Please download the below documents, complete, and upload with your proposal submission.

- [Information_Sheet.pdf](#)

*Response required

9.11. [Scrutinized Companies Certification*](#)

Please download the below documents, complete, and upload with your proposal submission.

- [Scrutinized_Companies.pdf](#)

*Response required

9.12. [Certificate of Authority to do Business from the State of Florida \(SunBiz\)*](#)

The person listed as the contract signature authority must be listed as an authorized representative with the records on file with the Florida Division of Corporations (Sunbiz) for FEIN provided. Upload your proof of certification with your Proposal Package.

*Response required

9.13. Copy of current Required Insurance declaration page with Escambia County named interest or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.*

Upload with your proposal

*Response required

9.14. Current W-9*

Please upload as a part of your submission package

*Response required

9.15. Proposal Package*

Enter your proposal in the format required by this solicitation. Review Scope of Work for Submission Format. PDF format preferred but Word is also acceptable, or Excel if applicable to the solicitation.

*Response required

10. Evaluation Process

Evaluation Process

The evaluation process for this solicitation can be conducted in multiple phases as outlined below:

- **Phase 1: Initial Evaluation and Shortlisting**

Submission Review: All submitted proposals will undergo an initial evaluation based on the evaluation criteria specified in the solicitation document.

Scoring for Shortlist Purposes: The scoring from this initial phase (as outlined in the solicitation) will be utilized solely for the purpose of developing a shortlist of firms. This shortlist will include firms that are considered most qualified based on their submitted proposals against the scoring criteria.

- **Phase 2: Invitation to Interviews**

Selection for Invitation to Interview: The Short listed firms may be invited to an Invitation to Interview (Phase II). This phase may include interviews or oral presentations and ad hoc question and answer with the evaluation committee and each short listed vendor, which will be noticed via letter of invitation to Discussion & Ranking. The available time for presentations, questions/topics, and scoring weight for each question will be provided with reasonable notice to short listed firms in the invitation.

Evaluation During Presentations: The evaluation committee will assess the interviews/presentations based on the weights assigned to the questions or topics outlined in the invitation in a Final Ranking Meeting following the Interviews.

Final Scoring: Escambia County does not utilize consensus scoring. Only the Phase II scoring resulting from the discussion and ranking meetings, oral presentations, and/or interviews will be utilized to interpret the final scores to determine the intent to award for the solicitation during the Final Ranking Meeting.

- **Final Ranking & Intent to Award** If the Evaluation Committee moves to award in the Final Ranking Meeting, the firm with the highest final score from Phase 2 will be recommended for contract award. In the event of a tie for total score, the top ranked firm across evaluators should be recommended for award. The project manager will then provide a recommendation to Purchasing, the County Administrator, and the Board of County Commissioners for award based on the final motion from the Evaluation Committee.

11. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Contractor's Qualifications and References • Provide a list of three client references. • Provide contractor experience and qualifications. • Provide three (3) current or former client references.	Points Based	15 (15% of Total)
2.	Professional Qualifications • Staff Qualifications • Provided Resumes • Provide a list of job descriptions, minimum qualifications of all employee positions to be employed at the Facilities	Points Based	15 (15% of Total)
3.	Capabilities of Understanding the Scope of Work • Discussed item-by-item • Functionality and features • Provide a description of the Vendor's approach, technique and procedures to accomplish the scope of services identified and required by this document	Points Based	40 (40% of Total)

4.	Cost Proposal • Provide a detailed cost proposal for all services required under this RFP. • Pricing identifies all costs associated with the proposed services. • The Contractor shall identify any additional or potential costs not otherwise included in the proposed pricing.	Points Based	15 <i>(15% of Total)</i>
5.	Implementation Plan Provide a detailed implementation plan and timeline Identified factors listed	Points Based	10 <i>(10% of Total)</i>
6.	Additional/Optional Service	Points Based	5 <i>(5% of Total)</i>