

**ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSAL
PROPOSER'S CHECKLIST
ON SITE EMPLOYEE HEALTH CLINIC
SPECIFICATION PD 08-09.048**

- HOW TO SUBMIT YOUR PROPOSAL

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

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

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- PROPOSAL FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- PROPOSAL SURETY (BOND, CHECK, ETC.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- PROVIDE A LETTER FROM A SURETY COMPANY LICENSED TO ISSUE BONDS IN THE STATE OF FLORIDA OR THAT HAS AN AGENT LICENSED TO DO BUSINESS IN THE STATE OF FLORIDA INDICATING THE OFFEROR'S BONDING CAPACITY AND BONDING RATING
- ATTACH CURRENT DUN & BRADSTREET FINANCIAL REPORT INCLUSIVE OF DUN & BRADSTREET RATING OR OTHER EVIDENCE OF FINANCIAL STABILITY
- 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
- TRUTH IN NEGOTIATION CERTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- CERTIFICATE OF COMPETENCY
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO PROPOSER PREFERENCES
- BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:
PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?
- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE
PAYMENT AND PERFORMANCE BONDS

- HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSAL AT THIS TIME, PLEASE REMOVE THE PROPOSER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE "**REASON FOR NO PROPOSAL**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE PROPOSER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR PROPOSER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
PROPOSAL ONLY.**

DO NOT RETURN WITH YOUR PROPOSAL

**ESCAMBIA COUNTY
FLORIDA**

REQUEST FOR PROPOSALS

ON SITE EMPLOYEE HEALTH CLINIC

SPECIFICATION NUMBER PD 08-09.048

PROPOSALS WILL BE RECEIVED UNTIL: 11:00 a.m., CDT, Friday, May 29, 2009

A Pre-Solicitation Conference will be held in Conference Room 11.407, 2nd Floor, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, Florida on Friday, May 1, 2009 at 10:00 a.m. CDT. All proposers are encouraged to attend.

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

Marie Young, Chair
Grover Robinson, IV, Vice Chairman
Gene Valentino
Wilson Robertson
Kevin W. White

**From:
Claudia Simmons
Purchasing Manager**

Procurement Assistance:

Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4807

Technical Assistance:

John Weber
Human Resources Supervisor
Human Resources
221 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4961
Fax: (850) 595-4988

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

**ON SITE EMPLOYEE HEALTH CLINIC
PD 08-09.048**

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Forms marked with a (** Double Asterisk) should be returned with Offer.**

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SIGN AND RETURN THIS FORM WITH YOUR PROPOSALS**

**SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA
SUBMIT OFFERS TO:**

**Joe Pillitary, CPPO, CPPB
Purchasing Coordinator**

Request for Proposal

Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850) 595-4980 Fax No: (850) 595-4805

**ON SITE EMPLOYEE HEALTH CLINIC
SOLICITATION NUMBER: PD 08-09.048**

SOLICITATION

MAILING DATE: Monday, April 20, 2009

PRE-PROPOSAL CONFERENCE: Non-Mandatory, Friday, May 1, 2009 at 10:00a.m., CDT at the Office of Purchasing, 213 Palafox Place, 2nd Floor, Rm., 11.407

OFFERS WILL BE RECEIVED UNTIL: Friday, May 29, 2009 at 11:00a.m, CDT
and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

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

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: _____

REASON FOR NO OFFER: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

PROPOSAL BOND ATTACHED

\$ _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

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

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER

(MANUAL)

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

AWARD

Upon certification of award the 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. The terms and conditions of this solicitation and the Proposal response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By _____

County Administrator

Date

By _____
Signature of Person Authorized to Sign Date

WITNESS _____
Date

ATTEST: _____
Corporate Secretary Date

WITNESS _____
Date

[CORPORATE SEAL]

ATTEST: _____
Witness Date

Awarded Date _____

ATTEST: _____
Witness Date

Effective Date _____

PROPOSAL FORM
Specification Number PD 08-09.048
On Site Employee Health Clinic

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Request for Proposals" and "Instructions to Proposers" for On Site Employee Health Clinic as described and listed in this Request for Proposals, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price subject to negotiations and final and best offers.

Total Price \$ _____

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the Proposal period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORATION

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

Proposer: _____

Occupational License No. _____

By: _____

Florida DBPR Contractor's License, Certification and/or
Registration No. _____

Signature: _____

Type of Contractor's License, Certification and/or
Registration _____

Title: _____

Address: _____

Expiration Date: _____

Person to contact concerning this Proposal:

Phone/Toll Free/Fax # _____

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox ___

E-Mail Address: _____

Home Page Address: _____

Will your company accept Escambia County Purchasing
Cards? Yes ___ No ___.

Person to contact for emergency service:

Phone/Cell/Pager #: _____

Will your company accept Escambia County Direct
Payment Vouchers? Yes ___ No ___.

Person to contact for disaster service:

County Permits/Fees required for this project:

Permit _____ Cost _____

Home Address: _____

Home Phone/Cell/Pager #: _____

Proposal Form Continued
PD 08-09.048
On Site Employee Health Clinic

Attached to Proposal you shall find a Proposal bond, cashier's check or certified check (circle one that applies) in the amount of _____ (%) of Proposal.
(FIVE PERCENT)

Liquidated damages to be negotiated for each day that completion of the project is delayed.

All work to be accomplished under this Proposal shall be the responsibility of Proposer and failure of subcontractors to perform shall not relieve Proposer of any liquidated damages. A Proposal Bond in the amount of 5% of base Proposal is to be furnished by each Proposer. Proposer further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

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

1. This sworn statement is submitted to _____
(print name of the 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 Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 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 Proposals or applies to Proposal 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 was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

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

(signature)

Sworn to an subscribed before me this _____ day of _____, 19_____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

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

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's 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 Proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will agree by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

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

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

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

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

Is this a Florida Corporation (Please Circle One)
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 No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____
Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

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

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

CERTIFICATE OF CURRENT COST AND PRICING DATA
Truth in Negotiations Act (TINA)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data submitted, either actually or by specific identification in writing, to the Escambia County Office of Purchasing's representative in support of [*Request for Proposal for On Site Employee Health Clinic PD 08-09.048*]* are accurate, complete, and current as of [*insert date*]**.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the [*Escambia County Florida*] that are part of the proposal.

Firm:

Signature:

Name:

Title:

Date: ***

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached, of, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close to practicable to the date when the price negotiations were concluded and the contract price was agreed to.

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

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

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Proposal Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Proposer/Proposal Solicitation, Offer and Award Form and Proposal/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Proposal Information See Home Page URL: <http://www.myescambia.com/departments/purchasing>
Click on **ON-LINE SOLICITATIONS**

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

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

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

(Revised 4/05/05)

SPECIAL TERMS AND CONDITIONS

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

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

Instructions to Offerors

1. General Information

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

Specification Number PD 08-09.048, "On Site Employee Health Clinic", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

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

The County seeks a company to offer on site medical services to its employees, dependants and retirees.

2. Proposal Surety

Each offer shall be accompanied by a Proposal bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the Proposal check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and award form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any Proposal surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

Performance and Payment Bonds

The County shall require the successful offeror(s) to furnish (**separate performance and payment bonds/a performance bond**), under pledge of adequate surety and covering up to (**100% of the dollar value of award**) on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is \$10.00 for the first page and \$8.50 for each additional page.

4. **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, Phone (850) 595-4878, Fax (850)595-4807. Technical questions may be directed to John Weber, Human Resources Supervisor, Phone (850) 595-4961, Fax (850) 595-4988.

5. **Proposal/Proposal Forms**

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

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference**

A Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor, in Conference Room #11.407 on Friday, May 1, 2009 at 10:00 a.m.CDT.

7. **Inspection of Facilities**

It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from John Weber, phone (850) 595-4961. Failure to visually inspect the facilities may be cause for disqualification of your offer.

8. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

9. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

10. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

11. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and

Health Administration (OSHA) safety regulations.

12. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night. The Proposal Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your Proposal.

13. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information

NOTICE

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

14. **Contract Term/Renewal/Termination**

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

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

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

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

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

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

15. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the Proposal Form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

16. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the Proposal/proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed 3.5 years.

17. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

18. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

19. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for 12 (twelve) months, price adjustments. Written request for price adjustment may be made every 12 (twelve) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

20. **Purchasing 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 Proposal Form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

21. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change

order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

22. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. 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.

23. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the proposal form.
The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the Proposal/proposal form, for less than \$1000.00 per individual transaction.
The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the proposal form.

24. **Qualification of Offerors**

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

- 1. Experience record showing the offeror's training and experience in similar work.
- 2. List and brief description of similar work satisfactorily completed with location, dates of contract, names and addresses of owners.
- 3. List of equipment and facilities available to do the work.
- 4. List of personnel, by name and title, contemplated to perform this work

Failure to submit the above requested information may be cause for rejection of your offer.

25. **Licenses, Certifications, Registrations**

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

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

26. **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, without forfeiting Proposal bond or check. 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.

27. **Award**

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

28. **Termination**

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

29. **Termination (Services)**

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

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

30. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

31. Standard Insurance Requirements and Certificates

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

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

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

1. Liability Insurance. The vendor shall furnish, pay for, and maintain during the life of the contract with the County the following liability coverage:

a. Comprehensive General Liability insurance on an "occurrence" basis in an amount not less than \$1,000,000 combined single limit Bodily Injury Liability and Property Damage Liability.

b. Business Automobile Liability insurance in the amount of at least \$500,000, providing Bodily Injury Liability and Property Damage Liability.

c. Worker's Compensation Insurance applicable to its employees, if any, for statutory coverage limits in compliance with Florida laws, including Employers' Liability which meets all state and federal laws.

d. Professional Liability/Malpractice/Errors or Omissions insurance, as appropriate for the type of business engaged in by the Vendor and subcontractor, shall be purchased and maintained by the Vendor with minimum limits of \$2,000,000 per occurrence.

e. Products Liability Insurance as appropriate for the type of product sold or dispensed by Vendor in an amount of not less than \$1,000,000.

2. Additional Insured. The County is to be specifically included as an additional insured on all liability coverage checked above, except the insurance coverage identified in paragraphs 1(d) and 1(e).

3. Notice of Cancellation or Restriction. All policies of insurance must be endorsed to provide the County and Sheriff with thirty (30) day's notice of cancellation or restriction.

4. Certificates of Insurance/Certified Copies of Policies. The vendor shall provide the County with a certificate or certificates of insurance showing the existence of the coverages required by this RFP. The vendor will maintain the coverage with a current certificate or certificates of insurance throughout the term of the contract with the County. When specifically requested by County in writing, the vendor will provide County with certified copies of all policies of insurance as required above. New certificates and new certified copies of policies, if certified copies of policies have been requested, shall be provided to the County whenever any policy is renewed, revised, or obtained from other insurers.

5. The vendor shall defend, indemnify, save and hold the County harmless from any and all claims, suits, judgments and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly from any performance under this RFP, or a subsequent purchase order or contract entered into by the County and vendor, its employees, subcontractors, or assigns, including

legal fees, court costs, or other legal expenses. Vendor acknowledges that it is solely responsible for complying with the terms of this RFP or a purchase order or contract arising out of this RFP. In addition, the vendor shall, at its expense, secure and provide to the County, prior to beginning performance under this RFP, or a subsequent purchase order, or contract, all insurance coverage as required in this RFP and its contract with the County.

6. Any party providing services or products to the County will be expected to enter into a written agreement, contract, or purchase order with the County that incorporates, either in writing or by reference, all of the pertinent provisions relating to insurance and insurance requirements as contained herein. A failure to do so may, at the sole option of the County, disqualify any vendor, bidder or proposer of services and/or products to the County.

32. **Indemnification**

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

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

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

Part A Summary

Part I General Information

- 1-1 Definitions
- 1-2 Invitation to Propose; Purpose
- 1-3 Issuing Office
- 1-4 Contract Awards
- 1-5 Development Costs
- 1-6 Inquiries
- 1-7 Timetables
- 1-8 Delays
- 1-9 Proposal Submission and Withdrawal
- 1-10 Irregularities; Rejection of Proposal
- 1-11 Addenda
- 1-12 Equal Opportunity
- 1-13 Oral Presentation
- 1-14 Insurance
- 1-15 Public Entity Crime Statement
- 1-16 Additional Purchases (Piggy-back) by Other Agencies

Part II Statement of Work

- 2-1 Background
- 2-2 Scope of Work
- 2-3 Requirements

Part III Instruction for Preparing Proposals

- 3-1 Rules for Proposals
- 3-2 Proposal Format
- 3-3 Contract Awards

Part IV Evaluation of Proposals

- 4-1 Evaluation Method and Criteria

Part V Proposer Information

- 5-1 Proposer Information Form

Part VI Questionnaire

- 6-1 Proposer's Questionnaire

GENERAL INFORMATION
PART I

1-1 DEFINITIONS

For the purposes of this Request for Proposals ("RFP"), Proposer shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

1-2 INVITATION TO PROPOSE; PURPOSE

The Board of County Commissioners (the "Board"), Escambia County, Florida solicits offers for a Proposer to offer Medical Services to the employees, dependents and retirees Board of County Commissioners, Clerk of Circuit Court, Property Appraiser, Supervisor of Elections, Tax Collector, Santa Rosa Island Authority, Merit System Protection Board, Human Relation Council, Housing and Finance Authority and Escambia County Health Authority in Escambia County, Florida and any other entities currently receiving "county" health benefits.

1-3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

Escambia County
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place, Room 11.407
Pensacola, FL 32502

1-4 CONTRACT AWARDS

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until Proposals are reviewed and accepted by the Board and both the Board and the successful Proposer approve a written agreement or contract.

The Board reserves the right to reject all Proposals, to waive any informality, and to solicit and re-advertise for other Proposals. The Board also reserves the right to accept the response of a proponent other than that of a lowest cost proponent.

1-5 DEVELOPMENT COSTS

Neither the Board nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposer should prepare their Proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-6 INQUIRIES

The County will not respond to oral inquiries. Proposers may mail or fax written inquiries for interpretation of this RFP to:

Escambia County
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place, Room 11.407
Pensacola, FL 32502
Fax: (850) 595-4807

The County will respond to written inquiries if received at least 7 working days prior to the date scheduled for receiving the Proposals.

The County will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the County will mail or fax written addenda at least 5 working days before the date fixed for receiving the Proposals. This will be adhered to even if the opening date must be postponed in order to observe the time requirements. The County will send written addenda to all Proposers who receive the RFP.

1-7 TIMETABLES

The County Board and the Proposers shall adhere to the following schedule in all actions concerning this RFP.

- A. On Monday, April 20, 2009, the Board issues the RFP.
- B. The County must receive the Proposals by 11:00 am, CDT on Friday, May 29, 2009.
- C. From opening time, County staff will review and evaluate the Proposals on a timely basis.
- D. The Board may enter into a contract after conducting negotiations and obtaining appropriate approvals. The County will notify unsuccessful Proposers at this time.

1-8 DELAYS

The County may delay scheduled due dates if it is to the advantage of the County. The County will notify Proposers of all changes in scheduled due dates by written addenda.

1-9 PROPOSAL SUBMISSION AND WITHDRAWAL

The County will receive Proposals at the following address:

Escambia County
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place, Room 11.407
Pensacola, FL 32502

To facilitate processing, please mark the outside of the envelope as follows: "(RFP PD# 08-09.048 Proposal for On-Site Employee Health Clinic)". The envelope shall also include the Proposer's return address.

Proposers shall submit ten copies (10) including one marked original on the outside (with an original signature inside) of the proposal in a sealed, opaque package marked as noted above. The Proposer may submit the proposal in person or by mail.

11:00 a.m., Friday, May 29, 2009

Due to the irregularity of mail service, the County cautions Proposers to assure actual delivery of Proposals to the County prior to the deadline set for receiving Proposals. Call (850) 595-4878 before proposal opening time may make telephone confirmation of timely receipt of the proposal. Proposals received after the established deadline will be returned unopened to the Proposer.

Proposers may withdraw their Proposals by notifying the County in writing at any time prior to the opening. Proposers may withdraw their Proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identify and provide a signed receipt for the proposal. Proposals, once opened, become the property of the County and will not be returned to the Proposers. Upon opening, Proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1-10 IRREGULARITIES; REJECTION OF PROPOSALS

Proposals not meeting stated the County as non-responsive or irregular might reject minimum terms. However, the County reserves the right to waive any irregularities, technicalities or informalities in any proposal. The County reserves the right to reject the Proposal of any Proposer in arrears or in default upon any debt or contract to the Board of County Commissioners of Escambia County or who have failed to perform faithfully any previous contract with the County or with other governmental jurisdictions. The County reserves the right to reject any or all Proposals without cause and to accept proposals other than the lowest cost, which is deemed to be in the best interest of the County.

1-11 ADDENDA

If revisions become necessary, the County will provide written addenda at least five working days prior to the opening date to all Proposers who receive the RFP. This will be adhered to even if the opening date must be postponed in order to observe the time requirements. Any changes to the RFP will be made available for all prospective proposers to receive. Although we will make an attempt to notify you of the addendum, it is the sole responsibility of the proposer to ensure it is received.

1-12 EQUAL OPPORTUNITY

The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises. The County requests minority and women business enterprises to submit evidence of such classification with their Proposals.

1-13 ORAL PRESENTATION

Agencies that have been selected for the final short list may or may not be expected to render an oral presentation based on past achievements, staff qualifications, and overall capabilities.

1-14 INSURANCE

The Proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions required by the County:

- A. Yes Worker’s Compensation

 \$500,000.00 by accident – each accident

 \$500,000.00 by disease – each employee

 \$500,000.00 by disease – policy limit

- B. Yes Commercial General Liability

 \$1,000,000.00 per occurrence

 \$2,000,000.00 per job aggregate

- C. Yes Commercial Auto Liability:

 Combined Single Limit, Bodily Injury/Property Damage \$1,000,000.00

1-15 PUBLIC ENTITY CRIME STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract to the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$10,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

The County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County.

1-16 ADDITIONAL PURCHASES (“PIGGY-BACK”) BY OTHER PUBLIC AGENCIES:

The vendor by submitting a bid authorizes other public agencies to “piggy-back” services being proposed in this RFP at prices quoted unless otherwise noted on the proposal sheet.

**STATEMENT OF WORK
PART II**

2-1 BACKGROUND

The County is looking for proposals from interested parties to provide for medical services to its employees, dependents and retirees enrolled in our medical plan. Currently the county has 1435 (1276 participating) employees eligible and 281 retirees participation in the medical plan from the Board of County Commissioners, Clerk of Circuit Court, Property Appraiser, Supervisor of Elections, Tax Collector, Santa Rosa Island Authority, Merit System Protection Board, Human Relation Council, Housing and Finance Authority and Escambia County Health Authority. No claims will be submitted to the third party administrator for the health plan or workers compensation. If the County chooses to utilize County space for the needed clinic, the successful proposer would work with our staff to design the floor plan that best meets the needs of the County. If needed, the County would construct the space.

2-2 SCOPE OF WORK

The County seeks a company to offer on-site medical services to its employees, dependents and retirees to include but not limited to primary care, health risk assessments, call support, immunizations, injections, new hire physicals, exams and screenings (including random and required drug testing), prescriptions, pharmaceuticals, based on a drug formulary determined by the County and workers' compensation medical screening. Disease management, and primary care case management including the ability to perform on-site X-rays and treatment of minor related injuries. In addition to healthcare, the County desires medical services to provide health risk assessments and handle job injury services including treatment of injuries and first report of injury services. The provider will also develop and provide a wellness program to provide educational, intervention and incentive programs. The company must comply with all guidelines and regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA) and Clinical Laboratory Improvement Act (CLIA). The County has designated a potential on-site medical office as indicated above. The County would like to have doctors and physician extenders on-site throughout the workweek, including providing evening as well as Saturday services.

2-3 REQUIREMENTS

In order to be considered by the County, all Proposals must include the information requested below.

1. Title Page – Each proposal must begin with a title page containing the words “ Medical Clinic Services – Escambia County Board of County Commissioners” and the name of the firm, name of the representative, email address, telephone number of the representative having signature authority for the firm.
2. Table of Contents
3. Proposal Summary
4. Company Background Information

5. Key Person Designation – Identify the individual who will have primary responsibility for the contract with the County.
6. Exceptions and Restrictions – Should the firm take any exception to any provision or requirement contained in this RFP, it must be clearly stated in this section.
7. Claims and Complaint History – List any claims filed against the firm (or its agents or employees) with the firm’s liability insurance carrier for professional error and omissions, including the nature and resolution of such claims; list all written complaints filed with local, state or federal regulatory agencies, business organizations, or other outside agencies against the firm or any of its agents or employee within the past five (5) years, together with an explanation of their resolution.
8. Relationship with the County–The medical provider will serve as an independent contractor and as such the company will provide the coverage necessary for the maintenance of their business and will hold the County harmless for any claim for damages by third party of any of their employees for negligence by the proposing company.
9. Proof of Insurance Coverage as described in this RFP.
10. All proposals’ must include it’s most recent financial statement audited by an independent third party or a statement of financial stability and bank reference for private organizations.

**INSTRUCTIONS FOR PREPARING PROPOSALS
PART III**

3-1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 PROPOSAL FORMAT

Proposers shall prepare their Proposals using the following format:

- A. Letter of Transmittal - This letter will summarize in a brief and concise manner, the Proposer's understanding of the Scope of Work. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal.

- B. Proposed Program Costs- Please include the following in your detailed pricing proposal:
 - 1. Baseline fees/a flat monthly rate paid to the third party administrator based on employee population negotiated annually with the only variable rate being supplies and drugs.
 - 2. Start-up costs / fees.
 - 3. Indicate all payment terms and conditions.
 - 4. Number of year's baseline fees are guaranteed.
 - 5. Offering of performance guarantees.

Indicate outcome measures you are willing to use and performance standards you are willing to guarantee including financial penalties for non-performance.

- C. Organization Profile, Qualifications and Experience
This section of the proposal must describe the Proposer, including the size, range of activities, etc. Each Proposer must be authorized to do business in the State of Florida and, if a corporation, must be incorporated under the laws of one of the States of the United States, proof of it must be provided. The Proposer must emphasize its expertise in, and experience with similar programs. The proposal must identify the primary individuals responsible for supervising the work. The Proposer shall provide the County with the resumes of the primary individuals.

- D. Additional Information Required by Escambia County:
Each proposer is required to answer all questions listed below: *(Failure to answer all questions in Proposal Format D: Sections I thru VII shall render proposal non-responsive)*

**EVALUATION METHOD AND CRITERIA
PART IV**

Section I: Primary Care

1. How are appointments scheduled?
2. Is the appointment scheduling process available online?
3. Describe the types of problems that can be addressed on-site.
4. How do you determine the drug formulary to be used on-site?
5. Describe the types and scope of medications to be dispensed on-site.
6. Describe the costs and claims filing process for medications to be dispensed?
7. What if a disease process escalates?
8. Will your physician(s) have hospital privileges? Where?
9. Describe the primary care case management process.
10. What if the medical team is not available on the day the care is needed?
11. What if problem occurs after hours?
12. Describe the claims filing and/or the fee for services costs associated for ancillary services such as labs, occupational tests, and others that may apply.
13. Describe the claims filing process for any other services performed on-site.

Section II: Workers' Compensation

1. What if a medical / injury condition escalates?
2. Describe the role of the physician in conjunction with the County's job injury case management services.
3. Describe the process for determining fitness for duty.

Section III: Communication Plan & Member Services:

Please provide a proposed communication plan for introducing the healthcare and wellness program and reference the ongoing communication process. Outline your company's responsibilities in these processes. Please include copies of your educational materials and timelines for distribution.

1. How can employees communicate with the medical team?
2. How do you determine the standard hours of operation for member services?
3. Is your health risk assessment available both on-line and off- line?
4. Can your website be linked with the County's website?
5. Describe your ability to communicate with an employee population that is geographically dispersed. Provide examples If appropriate.
6. Discuss the frequency and type of communications that eligible persons will receive throughout the program period.
7. How can an employee access your company for Member services after hours?
8. Provide your web address and any access codes needed to explore your services.
9. Are you willing for the County to use its own branding in communication and program materials?
10. What medical equipment will you provide and are these associated costs?
If these are associated costs, please provide.

Section IV: Identification of High Risk Individuals:

Understanding that there are a variety of methodologies for implementing an HRA/targeted intervention process, please explain in detail the HRA/targeted intervention model that your organization would recommend be implemented. Explain the rationale behind your recommendation. Please keep in mind that this needs to be a confidential process following all HIPAA guidelines.

1. How would your company identify high-risk members (i.e. health risk assessment, member services calls, medical claims data, and pharmacy claims data)?
2. Please describe your methodology for tracking and intervening with high-risk members on an on-going basis.
3. Do you stratify members by severity of risk for complication? Please elaborate.
4. What Health Risk Assessment (HRA) do you use and how long have you used it? List all risk factors you identify in your profile. Please provide a sample HRA in your response.
5. How often do you recommend distributing the HRA?
6. Please describe turnaround time for each of the following areas:
 - a. Providing the HRA results to individuals.
 - b. Contacting individuals for possible interventions.
 - c. Providing County with a summary report of the initial HRA results.
7. Please describe how your organization would provide a system to assist HRA participants' in completion of their questionnaires and in the interpretation of their personal profile.
8. What level of participation can we expect in years one, two and three of this program?
9. Describe how your organization will set and reach participation goals.
10. Do you recommend using incentives? If so, please describe the incentives your organization recommends.
11. Please describe your plan to involve new employees in the HRA process.
12. Please describe your capabilities to update an individual's HRA record while conducting follow-up calls.
13. How does your HRA monitor and report individual change from year to year?

Section V: Intervention:

Please describe a typical intervention conversation.

1. Are intervention conversations monitored for quality assurance? How?
2. Describe the process for engaging the targeted individual.
3. Describe the process for persons you are unable to reach.
4. Describe and provide samples of any support materials used with the intervention.
5. Describe the process for documentation and tracking of each conversation.
6. Describe and provide samples of any management reports on intervention activity.
7. How do you line to on-site or community programs (Employee Assistance Program, Wellness Screenings, Health Fairs)?
8. Describe your methods for ensuring confidentiality of caller information.
9. Indicate what type of provider interventions and education your Plan provides and the results of these interventions.

Section VI: Measurement Tools & Results:

Provide a copy of your quality assurance program. This should include standards and measurement criteria for onsite healthcare activities, costs, outcomes, HRA, disease management, member services, member intervention, and educational materials.

1. How would you propose measuring outcomes and success of the overall program?
2. Describe your standard management reports. Describe your custom reporting capabilities and the associated costs. Please provide a recommendation and examples of reports that you would provide to the County.
3. Provide examples of the following:
 - a. Healthcare activity report
 - b. HRA and member profile
 - c. Member participation
 - d. Member intervention
 - e. Financial summary/savings report
 - f. Management reports online
4. Describe how your Plan specifically evaluates the effectiveness of primary care case management. Include any results of the evaluation as an attachment.
5. Provide all clinical indicators used to track the success of the program and the results, if any, by year since inception of the program. Please include the following:
 - a. Program Outcomes
 - b. Utilization Measures (list measures)
 - c. Member Satisfaction
 - d. Productivity/Absenteeism (list indicators)

Describe specifically how records for individuals with both personal health and job injury clinic experience will be managed.

Section VII: HIPAA Compliance

1. Is your firm HIPAA compliant?
2. Describe your system for the assurance of personal health data security.
3. Has your network security systems ever been breached? Describe.

D. References:

This section of the proposal should list the names of both current as well as former clients and how to contact them. The Proposals must also include recent and pertinent references, including bank references, contact name, telephone number and address. List the types of services provided for each reference and also confirm the services performed on-site or in a facility dedicated for that client.

E. Financial Resources:

All proposals must include its most recent financial statement audited by an independent third party or a statement of financial stability and bank reference for privately held organizations.

F. Advertising/Marketing Plan:

This section should provide a detail plan on how you will advertise/market the on-site medical clinic to our employees, dependents and eligible retirees.

3-3. CONTRACT AWARDS:

The County may enter into a contract with one (1) firm whose submittal is judged to be most advantageous to the County. Upon completion of successful negotiations, the selected firm shall be required to sign a formal agreement with the County. Firms are to understand that this RFP does not constitute an agreement or a contract. A submittal is not binding until reviewed and accepted by the Board of County Commissioners and both parties execute a contract.

EVALUATION METHOD AND CRITERIA

Part IV

4-1 EVALUATION METHOD AND CRITERIA

A. General

The County shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The County reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Qualifications and Proposers. The County's decisions will be final.

The County's evaluation criteria will include, but shall not be limited to, consideration of the following:

1. Cost Proposal
2. Experience and qualifications; both yourself and staff
3. References including current and former clients
4. Financial resources, financial stability/financial report
5. Plan for advertising/marketing

B. Selection

A Selection Committee will review all Proposals received and establish a list in order of preference of no fewer than three Proposers deemed to be the most qualified to provide the service requested based on the criteria set forth above. Alternatively, the Board may direct the Committee to establish a "short list" of no fewer than three Proposers without establishing a priority order. The Committee or the Board may request oral presentation from the Proposers when establishing the priority list. If three or fewer Proposals are received, all Proposers shall be included in the selection process as described below.

Once the Committee has prepared the list of Proposers, the list shall be submitted to the Board for approval. At the option of the Board, either the Board or the Committee shall attempt to negotiate a contract with the most qualified Proposer at compensation, which is fair, competitive and reasonable. If the Committee or the Board is unable to negotiate a satisfactory contract with the first Proposer, negotiations with that Proposer shall be

terminated and the Committee or the Board shall attempt to negotiate a contract with the next most qualified Proposer. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third most qualified. If the Board or the Committee is not successful in negotiating a satisfactory contract with any of the selected Proposers, the Board or the Committee shall select additional Proposers in order of their qualifications and continue negotiations until an agreement is reached or if no agreement can be reached the Board may reject all Proposals and may re-advertise for new Proposals.

All contracts negotiated by the Committee shall be subject to final approval by the Board unless the Board waives such approval.

**PROPOSER INFORMATION
PART V**

5.1 PROPOSER INFORMATION FORM

Submitted by:

Proposer (Entity): _____

Signature: _____

Name (Typed): _____

Address: _____

City/State: _____

Telephone: _____

Fax: _____

It is understood and agreed by proposer that the County reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the County, and to waive any irregularities in the RFP or in the proposals received as a result of the RFP. It is also understood and agreed by the proposer that by submitting a proposal, proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

(Authorized Signature) (Date)

(Printed Name)

Proposer must sign below to acknowledge receipt of addendum (if necessary).

Amendment No. 1: _____

Amendment No. 2: _____

Amendment No. 3: _____

**QUESTIONNAIRE
PART VI**

6.1 PROPOSER'S QUESTIONNAIRE:

This questionnaire must be filled out in its entirety and included with original and each copy of proposal.

Proposer's Name: _____

Principal Office Address: _____

Official Representative: _____
Individual
Partnership (Circle One)
Corporation

If a Corporation, answer this:

When Incorporated: _____

In what State: _____

If Foreign Corporation:

Date of Registration with
Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: _____

Vice-President's Name: _____

Treasurer's Name: _____

Members of Board of Directors: _____

If a Partnership:

Date of organization: _____

General or Limited Partnership*: _____

Questionnaire (continued)

Name and Address of Each Partner:

NAME

ADDRESS

_____	_____
_____	_____
_____	_____

* Designate general partners in a Limited Partnership

1. Number of years of relevant experience in operating similar business: _____

2. Have any similar agreements held by proposer for a project similar to the proposed project ever been canceled?

Yes ()

No ()

If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last 5 years?

If yes, please explain: _____

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ()

No ()

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in this Qualification Form _____(have)_____ (have not) been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words)

Explain any convictions: _____

Questionnaire (continued)

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

B. List all judgments from lawsuits in the last five (5) years:

C. List any criminal violations and/or convictions of the proposer and/or any of its principals:

WITNESSES:

Signature

Print Name

WITNESSES:

Signature

Print Name

Signature

(Print Name)

WITNESSES:

Signature

Print Name

IF INDIVIDUAL:

Signature

Print Name

IF PARTNERSHIP:

Print Name of Firm

Address

By: _____
(General Partner)

(Print Name)

IF CORPORATION:

Print Name of Corporation

Address

By: _____ President

Attest:

Secretary

(CORPORATE SEAL)