

## AGREEMENT FOR INMATE DENTAL SERVICES

**THIS AGREEMENT** is entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices at 221 Palafox Place, Pensacola, FL 32502, and Dental Power International, Inc., FEI/EIN 52-1341735, a foreign for-profit corporation authorized to conduct business in the State of Florida, with a principal address of 205 Lloyd Street, Suite 101, Carrboro, NC 27510 (hereinafter referred to as "Contractor").

### WITNESSETH:

**WHEREAS**, the County, by and through its Department of Corrections, provides for the health and safety of the County's inmate population and oversees the operations of the Escambia County Corrections Facility, Work Annex, and Work Release Facility; and

**WHEREAS**, on December 13, 2021, the County issued a Request for Proposals (P.D. 20-21.075) seeking a contractor to provide inmate dental services on an as-needed basis at the Escambia County Corrections Facility located at 3080 North Pace Boulevard, Pensacola, Florida; and

**WHEREAS**, the Contractor submitted a proposal demonstrating that the Contractor was the most responsive and responsible proposer offering to render dental services for the County's inmate population: and

**WHEREAS**, the County and Contractor desire to enter into this Agreement setting forth the terms whereby Contractor shall provide dental services for Escambia County inmates.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions contained herein and other good and valuable consideration, the parties agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence upon the date last executed and continue for a term of twenty-four (24) months. Upon mutual agreement of the parties, this Agreement may be renewed for up to three additional twelve (12) month periods. In no event shall the term of this agreement exceed the duration of sixty (60) months from the date of commencement.
3. Scope of Services. Contractor agrees to perform dental services on an as-needed basis in accordance with the scope of services as outlined in Escambia County's *Request for Proposals Inmate Dental Care Services, Specification No. P.D. 20-21.075*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the exhibit referenced above and this Agreement, the terms of this Agreement shall prevail. All services shall be performed in accordance with the standard of care in the profession of medicine at the time such services are rendered or in accordance with the Florida statutory standards, as applicable.
4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor at a rate of **\$149.95 per hour** up to **30 hours per week** for dental services performed by a provider licensed to practice dentistry in the State of Florida. Said hourly rate shall be inclusive of all expenses or other costs incurred for the performance of the

Agreement. Contractor may not bill the County in excess of **30 hours per week** without prior written approval from the Contract Administrator.

5. Price Adjustment. Contractor may request a price adjustment every twelve (12) months, no less than 30 days prior to the requested effective date. Such requests must be provided in writing with appropriate supporting documentation and accompanied by justification attesting that the request is a bona fide cost increase to the Contractor. Any price decrease effectuated during the term of the Agreement shall be passed onto the County by the Contractor. All requests for price adjustments shall be reviewed by the County Administrator, or designee. The price adjustment shall be accomplished by written amendment to this Agreement and approved by the Board of County Commissioners

6. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of services rendered, including dates of service and hours of work, with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

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

Payments under this Agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Coordination of Care. Contractor agrees to provide records and any necessary information for continuity of care purposes when referrals are made to outside providers. With client consent, Contractor agrees to provide appropriate records and treatment plans to County staff when patients are released from care or the course of treatment has been completed.

8. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

9. Equipment. The County will provide an examination chair, x-ray machine, dental tools and supplies (hereinafter referred to collectively as "Medical Equipment") as needed to perform said dental services on-site at the Escambia County Corrections Facility. Said Medical Equipment shall at all times remain the property of Escambia County, and Contractor's use of said Medical Equipment shall be limited to the performance of services pursuant to this Agreement. The County will also provide the services of one dental assistant.

It is understood and agreed, the County shall not be obligated to provide Contractor with any additional Medical Equipment or support staff. The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide any such additional Medical Equipment or support staff as may be required for the performance of this Agreement.

During the term of this Agreement, the County will also provide Contractor with Information Technology (IT) Equipment as needed to perform said dental services on-site at the Escambia

County Corrections Facility. Said IT Equipment shall at all times remain the property of Escambia County. Contractor's use of the IT Equipment shall be limited to the performance of its services pursuant to this Agreement. Prior to commencing services under the Agreement, Contractor agrees to execute the **Escambia County Information Technology Use Agreement (ITUA)**. Contractor shall at all times comply with the terms of the Escambia ITUA relating to appropriate use, prohibited activities, and storage of information.

10. Termination. The County retains the right to immediately terminate this Agreement for cause, and the County may terminate the Agreement for convenience upon providing thirty (30) days written notice to Contractor. The Contractor may terminate this Agreement for cause upon providing ninety (90) days written notice to the County. In the event of termination by either party, the Contractor shall be paid for amounts due and owing for services rendered through the date of termination.

11. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any liability, loss, cost, or expense including, without limitation, reasonable attorney's fees, arising out of or in connection with the negligence, recklessness, or wrongful misconduct of Contractor, its employees or agents, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the Contractor's duties hereunder. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. 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 relating to Escambia County's indemnification right under this Agreement. 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.

12. Insurance. During the term of this Agreement, Contractor shall procure and maintain, at its sole expense, the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence and \$2,000,000 aggregate limits;
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits and \$2,000,000 aggregate limits for all hired, owned, and non-owned vehicles;
- (c) Professional Liability with \$1,000,000 per claim and \$2,000,000 aggregate limits;
- (d) Medical malpractice liability coverage with \$1,000,000 per claim and \$2,000,000 aggregate limits;
- (e) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease;
- (f) Fidelity Bond/Dishonesty Liability with \$1,000,000 per occurrence and \$2,000,000 aggregate coverage limit;
- (g) Technology related errors and omissions liability and cyber-liability coverage with \$1,000,000 per claim and \$2,000,000 aggregate limits;
- (h) Property and casualty coverage for its materials, equipment, furnishings, supplies, and all owned personal and/or business property and improvements located on County's premises under the standard "Special Form" coverage to its full replacement cost, without depreciation, adjusted annually.

Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Professional Liability and Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

13. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Dental Power International, Inc.  
Attention: President  
205 Lloyd Street, Suite 101  
Carrboro, NC 27510

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Either party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

15. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance

with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

17. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

18. Employment Eligibility Verification (E-VERIFY). In accordance with §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. 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. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

19. Access to Patient Information. In the course of performing its duties under this Agreement, Contractor will have access to or knowledge of health records or other personal and confidential information regarding patients. Contractor will safeguard and serve as the custodian of health records and other personal and confidential information to ensure that the information is not improperly disclosed and to comply with the regulations promulgated by the United States Department of Health and Human Services, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as the same may be amended from time to time (collectively the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and other federal and state regulations governing the confidentiality of health

information. Prior to commencing services under the Agreement, Contractor agrees to execute a **Business Associate Agreement**.

20. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

21. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

22. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

23. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

**COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Wesley J. Moreno, Interim County Administrator

BCC Approved: \_\_\_\_\_

**CONTRACTOR:  
DENTAL POWER INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Jamie Understein, President

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

ATTEST:

By: \_\_\_\_\_  
Corporate Secretary

(SEAL)

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, DCA

Date: 08-11-2022

**ESCAMBIA COUNTY, FLORIDA  
REQUEST FOR PROPOSALS**

**INMATE DENTAL CARE SERVICES  
SOLICITATION NUMBER PD 20-21.075**

<p align="center"><b>Proposals will be received until:</b> 2:00 PM local time January 20, 2022</p>	<p align="center"><b>Pre-Solicitation Conference:</b> January 4, 2022 10:00 AM Local Time</p>
<p>Upload Via Vendor Registry at: <a href="https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=escambia-county-fl-vendor-registration">https://vrapp.vendorregistry.com/Vendor/Selection/SubscriptionSelection?buyerSource=escambia-county-fl-vendor-registration</a></p> <p>OR deliver to:</p> <p>213 Palafox Place Second Floor, Matt Langley Bell, III Building Pensacola, FL 32502</p> <p>Proposal Opening Audio &amp; Video: <a href="#">Click Here</a> Proposal Opening Audio Only: (863) 333-5817 Conference ID: 258 251 293#</p>	<p>Pre-Solicitation Audio &amp; Video: <a href="#">Click Here</a></p> <p>Pre-Solicitation Audio Only: (863) 333-5817</p> <p>Conference ID: 603 319 94#</p>

**Board of County Commissioners**

Jeff Bergosh, Chairman  
Doug Underhill, Vice Chairman  
Robert Bender  
Lumon May  
Steven Barry

**Purchasing Contact:**

Lisa Yeung  
Purchasing Specialist  
Phone: 850-595-4985  
Email: lcyung@myescambia.com

Escambia County Office of Purchasing  
213 Palafox Place  
2<sup>nd</sup> Floor, Matt Langley Bell III Building  
Pensacola, FL 32502

**NOTICE**

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

**SPECIAL ACCOMODATIONS**

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 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).

## Proposer's Checklist

### Inmate Dental Care Services Solicitation Number PD 20-21.075

#### HOW TO SUBMIT YOUR PROPOSAL

- Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and time specified for receipt. Late proposals will be returned unopened.
- Documents submitted with Proposals are to be on the forms provided in the Request for Proposal.
- Electronic Copies – The County requests that, whenever possible, electronic documents and/or copies submitted to the County be ADA compliant.

#### THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:

- Proposal Response: One (1) Proposal Form and Original Proposal which shall contain and original (wet) signature and (1) electronic copy via flash drive OR a complete response uploaded via Vendor Registry
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the "Insurance Requirements" portion of the Special Terms and Conditions.
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida. (Information can be obtained at <http://www.sunbiz.org/search.html>)
- E-Verify Form
- Conflict of Interest Form
- Current State of Florida license

#### BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

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

#### THE FOLLOWING SUBMITTAL SHALL BE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Signed Agreements

#### HOW TO SUBMIT A "NO PROPOSAL":

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

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



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## PROPOSED SCHEDULE

Solicitation Posting	December 13, 2021
Non-Mandatory Pre-solicitation Conference	January 4, 2022 at 10:00 AM CST
Cut-off for Questions	January 12, 2022 at 2:00 PM CST
Addendum Posting Answering Questions	January 17, 2022
Due Date/Time for Proposal Submission	January 20, 2022 at 2:00 PM CST
Award	TBD

# **SIGN AND RETURN THIS FORM WITH YOUR BID\***

## **SOLICITATION, OFFER AND PROPOSAL FORM**

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

Or delivered to:  
Office of Purchasing, 2<sup>nd</sup> Floor, Room 11.101  
213 Palafox Place, Pensacola, FL 32502

**ESCAMBIA COUNTY,  
FLORIDA**

**Request for Proposals**

**Inmate Dental Care  
Services  
Solicitation Number PD  
20-21.075**

### **Solicitation**

**POSTING DATE:** December 13, 2021

**PROPOSALS WILL BE RECEIVED UNTIL:** January 20, 2022 at 2:00 PM CST and may not be withdrawn within **90** days after such date and time.

#### **POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing 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 Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

### **OFFER (Shall Be Completed by Offeror)**

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

\_\_\_\_\_

\_\_\_\_\_  
(Name and Title of Person Authorized to Sign Offer)

**Vendor Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**City, ST. & Zip:** \_\_\_\_\_  
**Phone: (\_\_\_\_) \_\_\_\_\_**  
**Toll Free: (\_\_\_\_) \_\_\_\_\_**  
**Fax: (\_\_\_\_) \_\_\_\_\_**

\* \_\_\_\_\_  
Signature of Person Authorized to Sign Offer  
(Original Signature Required)

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

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

### **Proposal Form**

Dental Service      Rate Per Hour\*      \$ \_\_\_\_\_

\*Rate Per Hour must be a specific dollar amount and not a range of possible costs to the County

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

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

By \_\_\_\_\_  
 (Print Individual's Name and Title)

For \_\_\_\_\_  
 (Print Name of Entity Submitting Sworn Statement)

Whose business address is:  
 \_\_\_\_\_  
 \_\_\_\_\_

And, if applicable, its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
  - c. I understand that a “person” as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a

public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

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

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

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

\_\_\_\_\_  
**Signature**

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_. Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_

Notary Public: State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

**DRUG-FREE WORKPLACE FORM**

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

\_\_\_\_\_ does:

(Name of Business)

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

**Check One:**

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

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

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**



**INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE  
IDENTIFICATION**  
(Page 2 of 2)

**Federal Employer Identification Number:** \_\_\_\_\_

**Contact Person for the Company:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_ **Contact Phone:** \_\_\_\_\_

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

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

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

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

**END**

**Verified By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### CERTIFICATION REGARDING E-VERIFY SYSTEM

Contractor hereby certifies compliance with the following:

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

CONTRACTOR:

\_\_\_\_\_  
Business Name

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Printed

Title: \_\_\_\_\_  
Printed

Date: \_\_\_\_\_



**CONFLICT/NON-CONFLICT OF INTEREST STATEMENT**

**CHECK ONE**

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

OR

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

**LITIGATION STATEMENT**

**CHECK ONE**

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

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

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE

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

**ESCAMBIA COUNTY, FLORIDA,  
GENERAL & SPECIAL TERMS AND CONDITIONS**

**General Terms and Conditions are included as EXHIBIT A uploaded separately to this solicitation.**

**SPECIAL TERMS AND CONDITIONS**

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

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

**Instructions to Offerors**

**1. General Information**

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

**Specification Number PD 20-21.075, Inmate Dental Care Services, Name of Submitting Firm, Date & Time Due.**

**Note:** If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the specification Number and Project Name.

**OR**

**Via Vendor Registry at**

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

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

The following policy will apply to all methods of source selection:

**A. Conduct of Participants**

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

**B. 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 for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

**C. Sanctions**

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

- 1) Rejection/Disqualification of submittal;
- 2) Termination of contract; or
- 3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

**2. Procurement Questions**

Questions shall be submitted via Vendor Registry  
Or directed to:

Lisa Yeung  
Purchasing Specialist  
Via email at [lyeung@myescambia.com](mailto:lyeung@myescambia.com)

***The last day for questions will be end of day January 7, 2022 at 2:00 PM***

**3. Proposal Form**

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

- A sealed envelope, with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted.
- Uploading a PDF of the signed Proposal Form with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in the Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

**4. Pre-Solicitation Conference**

A non-mandatory Pre-Solicitation Conference will be held online via Microsoft Teams, on January 4, 2022 at 10:00 AM CST. It is strongly encouraged that all potential bidders attend this non-mandatory conference, so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

5. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice by mail, in duplicate, to:

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

6. **Protection of Property/Security**

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 must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

7. **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:

8. **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 twenty-four (24) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum of sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

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

B. The County shall issue purchase orders against the term contract.

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

D. The County retains the right to terminate the contract, with or without good cause, upon (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.

F. All services provide to the County as a result of this award are subject to post service audit adjustment. In the event an audit indicates, Offeror has not honored bid price, Offeror will be liable for any and all overage charges.

**9. Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) 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 bona fide 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 approved by the Board of County Commissioners.

**10. 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.

**11. 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 their offer:

- A. Experience record showing the offeror's training and experience in similar work.
- B. List and brief description of similar work satisfactorily completed with location, dates of contact, names and addresses of owners.
- C. 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.

**12. 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, certification, 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.

**13. 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 bid 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.

**14. Award**

Award shall be made based on the best value to the County by evaluation of stated criteria herein against proposers' submissions. Price may be considered in the evaluation but will not be the predominant factor in the selection process.

**15. 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.

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

**16. 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 their surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contract..

**17. As Specified**

All services shall meet the specifications herein.

**Non-Contract Insurance Requirements****18. A. Standard Insurance Requirements and Certificates**

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

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

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

**B. County Insurance Required**

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

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

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

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

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

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

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

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

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

**C. Workers Compensation Coverage**

The Contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption

issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

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

**D. General, Automobile and Excess or Umbrella Liability Coverage**

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

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

**E. General Liability Coverage – Occurrence Form Required**

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

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

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

**F. Business Auto Liability Coverage**

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

**G. Professional Liability/Errors & Omissions Insurance**

The Contractor shall purchase and maintain professional liability/errors & omissions insurance with minimum limits of \$1,000,000.00 per occurrence. If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental Extended Reporting Period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of the claims made coverage.

**H. Malpractice**

The Contractor shall purchase and maintain malpractice insurance with minimum limit of \$1,000,000.00 per occurrence. If a claim made form of



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

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

**I. Excess or Umbrella Liability Coverage** (if utilized to achieve required policy limits)

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

**J. Evidence/Certificates of Insurance**

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

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

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
 Escambia County  
 Attention: Lisa Yeung, Purchasing Manager  
 Office of Purchasing, Room 11.101  
 213 Palafox Place 2nd Floor  
 Pensacola, FL 32591  
 Email: Purchasing@myescambia.com
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less

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

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

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

**19. Indemnification**

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

## **SUMMARY**

The Escambia County Corrections Department is seeking the services of a firm or individual to provide general dental care services for inmates in the custody of the Escambia County Corrections Department. The Contractor will have both direct and indirect contact with the Inmates and will be responsible for documenting all encounters accordingly in the Inmate's medical records. The Escambia County Corrections Facility Inmate Medical Section is currently responsible for the physical and mental health all inmates. The Corrections Facility has a total capacity of 2,123 inmates. Our average daily population from FY2021 is 1,443 inmates. The Selected Contractor will be working with the Facility medical staff and shall be under the direction of the Medical Administrator.

### **PART I GENERAL INFORMATION**

#### **1-1 PURPOSE**

The Board of County Commissioners of Escambia County is seeking the Professional Services of a firm or individual to provide general dental care services.

#### **1-2 OBJECTIVE**

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to provide the Inmate population within the Escambia County Corrections Department with Dental Care Services in a manner that is most advantageous to the County.

#### **1-3 ISSUING OFFICER**

The project Director shall be Wesley Moreno, Interim County Administrator. The liaison officer shall be Donna Brewton, Corrections Financial Manager, Escambia County Corrections Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2<sup>nd</sup> Floor, Pensacola, Florida, 32502.

#### **1-4 REJECTION**

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

#### **1-5 INQUIRIES**

All questions regarding this Request for Proposal shall be directed via Vendor Registry to Lisa Yeung, Purchasing Specialist, or in writing via email at lcyeung@myescambia.com.

#### **1-6 ADDENDA**

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

**1-7 SCHEDULE**

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

Solicitation Posting	December 13, 2021
Non-Mandatory Pre-solicitation Conference	January 4, 2022 at 10:00 AM CST
Cut-off for Questions	January 7, 2022 at 2:00 PM CST
Addendum Posting Answering Questions	January 11, 2022
Due Date/Time for Proposal Submission	January 20, 2022 at 2:00 PM CST
Award	TBD

**1-9 PROPOSAL CONTENT AND SIGNATURE**

This Solicitation contains a Solicitation, Offer, and Proposal Form which shall be submitted by either (choose one):

- A. A sealed envelope, with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted.
- B. Uploading a PDF of the signed Proposal Form with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted.

The Offeror’s Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

The County requests that, whenever possible, electronic documents and/or copies submitted to the County be ADA compliant.

**1-10 RECOMMENDED PROPOSAL PREPARATION GUIDELINES**

All Contractors shall provide a straightforward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. See Part II for format and submittal requirements.

**1-11 PRIME CONTRACT RESPONSIBILITIES**

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

**1-12 DISCLOSURE**

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

**PART II      INFORMATION REQUIRED FROM CONTRACTORS**

**ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL**

**2-1      PROPOSAL FORMAT AND CONTENT**

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

**2-2      INTRODUCTION**

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

Proposals shall confirm that the firm will comply with all of the provisions in this RFP.

Proposals shall be signed by a company officer empowered to bind the company.

A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

**2-3      UNDERSTANDING OF THE PROJECT**

Proposers shall provide a brief history of your firm along with a comprehensive narrative statement that illustrates the understanding of the requirements of the project and the County's needs.

**2-4      METHODOLOGY USED FOR THE PROJECT**

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

**2-5      MANAGEMENT PLAN FOR THE PROJECT**

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

**2-6      EXPERIENCE AND QUALIFICATIONS**

Provide the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

1. Name of staffed individual to work on our account.
2. Organization Chart (if applicable)
3. Resume
4. Professional credentials: State of Florida Licenses, other certifications.
5. Itemize the total cost and the number of estimated hours the individual named above. A maximum of 30 hours.
6. Experience
7. Accessibility to Pensacola, Florida.
8. Describe the five largest/complex clients/accounts currently handled by your firm.

9. Provide three references, preferably in the State of Florida, with names and phone numbers for similar projects your firm has completed.
10. Identify all contract disputes with any customer within the last five (5) years related to contracts pursuant to which the Vendor has provided(s) correctional health care services. The term “contract disputes” means any circumstance involving the performance or non-performance of a contractual obligation that resulted in: (i) identification by the contract that the Vendor was in default or breach of a duty under the contract or not performing as required under the contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against Vendor as a result of the alleged default or defect in performance; or (iv) the assessment of any fines or liquidated damages under such contracts. Vendor must indicate whether the disputes were resolved and, if so, explain how they were resolved.
11. Permission to contact represented entities to discuss firm’s performance.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written 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 subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

**PART III CRITERIA FOR SELECTION**

CRITERIA	MAXIMUM POINTS
Qualifications	30
Overall Dental Experience	30
On-Call and Hours of Availability	20
Correctional Healthcare Experience	10
Cost	10
Total	100

**PART IV SCOPE OF WORK**

The Dentist / Contractor must meet the following criteria:

- Abide by current Ethic, Community and Professional standards.
- Possess current state license as a dentist through the Florida Board of Dentistry and maintain such license for the duration of the Contract.
- Possess current Healthcare Provider CPR certification.
- Possess proof of pre-employment screening to include a TB skin test or chest X-ray, professional references, criminal background check(s), and drug screening.

The Dentist / Contractor will provide general dental services at the Escambia County Correction Facility, 3080 North Pace Blvd., Pensacola, FL 32501. Services shall be performed as outlined below Monday – Friday during normal business hours (7:30 AM to 4:00 PM) as needed to meet

the dental needs of the Inmates at the Escambia County Corrections Facility, Escambia County Work Annex, and Escambia County Work Release Facility on an as needed basis up to a **maximum of thirty (30) hours per week.**

- 1) Abide by current Ethic, Community and Professional standards.
- 2) Examine teeth, gums, and related tissues, using dental instruments, X-rays, and other diagnostic equipment, to evaluate dental health, diagnose diseases or abnormalities, and plan appropriate treatments.
- 3) Formulate plan of treatment for patient's teeth, head and neck area. Extractions are performed in a manner consistent with community standards of care.
- 4) Advise and instruct patients regarding preventive dental care, the causes and treatment of dental problems, and oral health care services.
- 5) Diagnose and treat diseases, injuries, and malformations of teeth, gums and related oral structures.
- 6) Write prescriptions for antibiotics and other medications.
- 7) Practice general dentistry to include operative, oral surgery and limited restorative/prosthetics, to alleviate pain and the advancement of disease.
- 8) Produce and evaluate dental health educational materials.
- 9) Will be responsible to enter treatment/results in CorrecTek EMR system.
- 10) Other duties as assigned or required to fulfill dental needs of the inmate / patient population.

### INDEX OF DOCUMENTS

<b>Exhibit</b>	<b>Document Name</b>
A	Escambia County General Terms & Conditions