

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
DIALYSIS SERVICES FOR THE COUNTY JAIL
SPECIFICATION PD 16-17.036**

- **HOW TO SUBMIT YOUR BID**

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS 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 BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids 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 BID:

- SOLICITATION, OFFER AND AWARD FORM (WITH ORIGINAL SIGNATURE)
- BID FORM (WITH ORIGINAL SIGNATURES)
- BID SURETY (BOND, CHECK, ETC.)
- MINIMUM INFORMATION AS OUTLINED IN PARAGRAPH 14- QUALIFICATION OF OFFERORS OF THE SPECIAL TERMS & CONDITIONS

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- 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
- 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)

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

PLACED YOUR BID 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 BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- **HOW TO SUBMIT A NO BID**

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

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

DO NOT RETURN WITH YOUR BID

**ESCAMBIA COUNTY
FLORIDA
INVITATION TO BID**

DIALYSIS SERVICES FOR THE COUNTY JAIL

SPECIFICATION NUMBER PD 16-17.036

BIDS WILL BE RECEIVED UNTIL: 10:00 A.M., CDT, Friday, May 19, 2017
Office of Purchasing, 213 Palafox Place 2nd Floor Matt Langley Bell III Building, Conference Room 11.407,
Pensacola, FL 32502

**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

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

**From:
Paul R. Nobles
Senior Purchasing Coordinator**

Procurement

Lester L. Boyd,
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place, Room 11.101
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805
Email: LLBOYD@myescambia.com

Technical Assistance:

Whitney C. Lucas
Corrections Finance Manager
Escambia County Corrections
100 Blount Street
Pensacola, Florida 32501
Tel: (850) 595-3114
Cell: (850) 417-4479
Email: wclucas@myescambia.com

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.

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.

Sec. 46-110.-Local Preference in Bidding

(d) Preference in purchase of commodities and services by means of competitive bid.

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated Community Redevelopment Area (CRA) is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **five percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated CRA is within **four percent** of the price submitted by the non-local business, then the local business located in a

designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

- (e) *Notice.* All bid solicitation documents shall include notice to vendors of the local preference policy.
- (f) *Waiver of the application of local preference.* The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.
- (g) *Limitations.*
 - (1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
 - (2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.
 - (3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
 - (4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

Effective July 1, 2015, the County **may not** use a local preference “for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation . For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

**DIALYSIS SERVICES FOR THE COUNTY JAIL
PD 16-17.036**

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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 BID**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Lester L. Boyd

PURCHASING SPECIALIST

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

INVITATION TO BID

DIALYSIS SERVICES FOR THE COUNTY JAIL

SOLICITATION # PD 16-17.036

SOLICITATION

MAILING DATE: Monday, May 1, 2017

OFFERS WILL BE RECEIVED UNTIL: 10:00 A. M., CDT, Friday, May 19, 2017 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.: (____) _____

BID 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 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

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 bidder/proposer's offer shall result in this bid/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 bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print)

ESCAMBIA COUNTY FLORIDA

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

BID FORM

DIALYSIS SERVICES FOR THE COUNTY JAIL

Specification Number: PD16-17.036

DATE: _____

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

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **PD 16-17.036 DIALYSIS SERVICES FOR THE COUNTY JAIL**, as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Lump Sum Amount: \$ _____

CONTRACTOR REQUIREMENTS

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

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

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

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

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

Bidder: _____

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 bid:

Phone/Toll Free/Fax # _____

Terms of Payment

(Check one) Net 30 Days ____ 2% 10th Prox ____

E-Mail Address: _____

Home Page Address: _____

BID FORM

Fee Schedule (Bid Form)

1. Hemodialysis:

(a) Hemodialysis (with a direct 2:1 patient to staff ratio) _____ Per treatment.

(b) Hemodialysis (with a direct 1:1 patient to staff ratio) _____ Per treatment

2. Peritoneal Dialysis

(a) CCPD:

(1) PD Cycler Set-up and DC _____ Per treatment

α

3. Miscellaneous

(a) Program Maintenance Fee _____ Per month

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 bid 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 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 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 and subscribed before me this _____ day of _____, 20_____

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 bid 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

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

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

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

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid 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 Solicitation, Offer and Award Form and Bid/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.

Bid Information See Home Page URL: <http://www.co.escambia.fl.us/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 Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL:<http://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**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed bid 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 bidder

Instructions to Bidders

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 16-17.036, Dialysis Services for the County Jail, 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 following policy will apply to all methods of source selection:

Conduct of Participants

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

Definitions

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

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.

Sanctions

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

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

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

2. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of \$1,000.00 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 bid 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 bid surety while in possession of the County, or its agents, shall be retained by the County.

3. Procurement and Technical Questions

Procurement and Technical questions may be directed to, Lester L. Boyd, Purchasing Coordinator, Telephone: (850) 595-4944, Fax: (850) 595-4805, or Email: LLBOYD@myescambia.com, no later than 2:00 P.M., CDT, Tuesday, May 12, 2017.

4. Bid Forms

This Solicitation contains a Solicitation, Offer and Award Form and Bid 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.

5. Pre-Solicitation Conference N/A

6. Safety Regulations

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

7. 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, in duplicate, as follows:

County Government Complex

Attention: Accounts Payable

221 Palafox Place, Suite 140

Pensacola, Florida, 32502

8. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence, upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for an additional two 12-month periods for a total of 60 months, upon mutual agreement of both parties concerned. If there are any 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 services.

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 bonafide cost increase to the vendor.

All price adjustments shall be accepted by the County's designated representative(s). Adjustment in price shall be accomplished by written amendment to this contract.

10. 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 within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid 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.

11. 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.

12. 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.

13. Licenses, Certifications, Registrations

The offeror shall at any time of bid/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 bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

14. 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.

15. Award

Escambia County reserves the right to award on an "all-or-none" basis.

16. Termination (Services)

The Contract Administrator (s) 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(s).

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.

17. 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

18. 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.

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

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

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

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

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers 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.

General 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 policies of the insurance services office.

Minimum limits of \$1,000,000 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 employers liability required in the workers compensation coverage section) and the total amount of coverage required.

Professional Liability Coverage

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

If a claims made form of coverage is provided, the retroactive date of coverage shall be not later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

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

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

Evidence/Certificates of Insurance

Required insurance shall be documented in Certificates of Insurance which reflect Escambia County as the certificate holder. The certificate shall also include that the policy/policies is/are endorsed to provide Escambia County at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

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.

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.

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 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 employers liability required in the workers compensation coverage section) and the total amount of coverage required.

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.

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, nonowned and hired automobiles and employee nonownership use.

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.

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

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

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(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: Lester L. Boyd – Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
P.O. BOX 1591
Pensacola, Florida 32591-1591
Fax: (850) 595-4805
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 the contractor's obligation to fulfill the insurance requirements herein.

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

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.

20. **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.

SCOPE OF SERVICES

Escambia County Corrections

Health Services

Dialysis

Background

The Escambia County Board of County Commissioners (BCC) operates a maximum security facility with a housing capacity of 1446 inmates. The jail is located in Northwest Florida at 2935 North L Street, Pensacola, Florida. Pursuant to Chapter 951, Florida Statutes, the BCC is responsible for the supervisory and protective care, custody, and control of all inmates. In carrying out this statutory responsibility, the BCC provides availability of and access to comprehensive healthcare services. Healthcare services include medical, mental health, dental, pharmacy and dialysis services provided to inmates upon admission into the jail system and throughout their incarceration. In carrying out this statutory responsibility, the BCC makes dialysis services available to its inmate population. Dialysis service includes access to appropriate dialysis treatment, as per prescriber's orders.

Overview of Services Sought

The BCC is seeking dialysis services pursuant to inmate/patient specific orders submitted by the jail's healthcare staff. Services shall include delivery of dialysis at the main jail. In addition, services shall include all items identified in the description of comprehensive dialysis services in Appendix B. The BCC is committed to ensuring the availability to all inmates of timely and appropriate provision of dialysis services.

Statement of Purpose

This Request for Proposal (RFP) is issued for the purpose of soliciting proposals from qualified vendors with at least three (3) years of business/corporate experience within the last five (5) years, in the provision of dialysis services. During all times material to this experience requirement, the responding entity shall have been an appropriately licensed, permitted, or registered dialysis service and shall have appropriately licensed and credentialed staff to supervise and oversee dialysis services. The BCC is interested in contracting with a single contractor for the provision and operation of dialysis services at the jail as outlined in Appendix B.

Service Start Date

The Contractor must have the capability to begin delivery of dialysis services to the service location indicated or incorporated herein no later than 30 days following the execution of an agreement.

Provision of Services

Performance of Services Contractor will perform Services in accordance with generally recognized standards of care as outlined by federal, state and local applicable laws and regulations, as such may be amended from time to time.

Orders Contractor shall provide Services only upon receipt of an order ("Order") of a nephrologist or physician who has been authorized by BCC to make such requests. BCC shall provide Contractor with a list of Nephrologists or Physicians authorized and qualified to order Services (the "Physicians"). In order to initiate treatment, BCC agrees to promptly contact Contractor upon receipt of an Order and after the patient has received a functioning vascular or peritoneal access for treatment. If contact is made by telephone, BCC will call the dedicated phone number as provided by the Contractor for placing an Order. The BCC's call to Contractor with Orders for Services is the BCC's authorization for Contractor to provide such Services on the BCC's behalf. Contractor agrees to demonstrate commercially reasonable efforts in providing Services within four (4) hours following the receipt of an Order from the BCC for treatment, or within a later specified time frame as set by a patient's physician. If Contractor receives a verbal or read back Order for the provision of Services, BCC shall provide to Contractor a written Order from the Physician within forty-eight (48) hours of such verbal or read-back Order. BCC shall ensure that necessary, appropriate and proper written informed consent specific to the Services has been obtained. BCC shall make such documents available to Contractor Staff immediately prior to the performance of the Services. BCC and Contractor agree that the Physician(s) shall be responsible for discussing the risks and benefits of treatments involving any of the Services in conjunction with obtaining the written informed consent. If questions arise from any documentation to be provided under this Section, Contractor may delay the performance of the Services until it has the required

information. The Staff will be responsible for provision of the ordered Services, including: (a) set-up and safety check of machine and water treatment system; (b) initiating treatment, monitoring of treatment, and termination of treatment; (c) documentation of treatment on BCC approved forms; and (d) clean-up of dialysis equipment and proper storage of machine and supplies.

Authority At all times, BCC and the patient's Physician shall retain ultimate authority over and responsibility for each patient's care and treatment.

Hours Contractor shall make its Staff available for "Normal Operating Hours" which shall be 7AM – 5PM Monday through Saturday. No service is provided for "call" on Sunday; However, Staff must be available to provide services on Holidays (which shall occur on New Year's Eve, New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve, and Christmas Day). All orders must be received by 12PM. Treatment orders received after 12PM will be completed the following work day.

Location Contractor shall provide the ordered Services in a two (2) chair dialysis room designated by BCC and made available by BCC. BCC shall be solely responsible for ensuring BCC staff transfers the patient to and from the dialysis treatment room.

Staff Contractor shall provide properly trained and qualified non-physician personnel (the "Staff"), which may include but is not limited to the following: registered nurses, licensed vocational nurses, and state-certified dialysis technicians practicing under the supervision of Contractor's registered nurses, in adequate numbers to provide the ordered Services. Upon request by BCC, Contractor shall provide information and documentation regarding the licensure, certification, and experience of its Staff. If BCC requires the Contractor to supply it with information regarding Contractor employees, including but not limited to background checks and evaluations, the BCC will guarantee the confidentiality of such information in compliance with the Fair Credit Reporting Act Title VII, the Americans with Disabilities Act, and all other applicable state and federal laws, rules, and regulations, including those governing the maintenance and destruction of such information. BCC shall treat these records as though they were the records of their own employees.

Treatment Whenever patients are receiving Services, Contractor shall provide on duty at least one (1) nurse currently licensed in the state of Florida and experienced in rendering Services, to oversee the provision of Services and such additional Staff to maintain an appropriate patient/staff ratio. The Staff shall monitor and regulate the Services in conformity with Physician's orders and the patient's condition. The duties and responsibilities of the Staff providing Services hereunder are set forth in Appendix A. BCC shall provide nurses who will provide nursing support for non-dialysis related care for each patient receiving Services. These nurses shall be responsible for the non-Dialysis Service related care of the patient during the treatment, which may include responsibility for administering non-Dialysis related medications, performing ADLs, and baseline assessments. In the event of an emergency, Contractor nurse will follow procedures established by BCC.

Contractor Obligation Contractor shall designate a member of its Staff as the administrator (the "Administrator"). The Administrator shall meet, as reasonably requested, with BCC's administrators and physician-directors of dialysis and related services to discuss matters affecting the provision of Services, at no additional cost to BCC.

BCC Obligation BCC will designate one BCC employee to act as the liaison (the "Liaison") between the parties. The designated BCC Liaison shall meet, as reasonably requested, with Contractor's Administrator, BCC's physicians and others as required to discuss matters affecting the provision of Services. Unless otherwise specified in the Agreement, the designated BCC Liaison will receive from Contractor all reports and documents required by the Agreement.

Equipment Contractor shall provide, maintain in good operating condition, and repair all dialysis and related equipment necessary for the provision of Services. BCC will arrange to provide Contractor with an approved locked area for storage of equipment. The Contractor acknowledges such locked storage area has been reviewed and accepted in advance of the execution of this Agreement. BCC acknowledges and agrees that items of equipment may require repair from time to time, and BCC agrees to make available to Contractor's Staff and its authorized agents appropriately located work areas that are suited to the making of such repairs. All equipment provided by Contractor will be maintained by Contractor to meet requirements of applicable codes. Water is provided by BCC and Contractor is responsible for all water testing related to Services provided under this Agreement.

Items Provided by Contractor Contractor shall provide those specific items listed in Appendix B at no additional cost and expense to BCC. BCC will arrange to provide Contractor with a Contractor approved locked area for storing supplies. The Contractor acknowledges such locked storage area has been reviewed and accepted in advance of the execution of this Agreement.

Items Provided by BCC. BCC shall provide those specific items listed in Appendix C at its sole cost and expense.

Records and Reports Contractor shall cause to prepare and file with BCC's health information specialist, reports of all Services rendered by Contractor. Such reports and records shall be prepared on forms proposed by Contractor and approved by BCC. BCC shall maintain an accurate and complete file of all such records and reports, including but not limited to treatment orders and treatment record and make available to Contractor such records at Contractor's request. Contractor may maintain a copy of these records and reports.

Ownership The parties agree that ownership and right of control of all reports, records, and supporting documents prepared at the request of BCC in connection with the Services shall rest exclusively with BCC. Contractor shall only have access to and the right to maintain a copy of any such report, record or document with approval of BCC.

Fee Schedule BCC shall pay and Contractor compensation for the Services rendered hereunder the fees as set forth in Appendix D.

APPENDIX “A”

Appendix A

UNDER THIS AGREEMENT:

- 1. The Staff will communicate with BCC nurse at time of arrival and departure from location where procedure is being performed.**
2. Communication between BCC and Staff will include, but is not be limited to, the following specific information:
 - a. Patient’s pertinent condition;
 - b. Tolerance of procedure and medications;
 - c. Medications given; and
 - d. Lab tests or other services required by BCC staff to be performed for dialysis patients during dialysis.
3. The Staff will complete any and all reports required in addition to completing all lab requisitions, document any fluids and medications added to dialysate, and any other medications administered.
4. The Staff will secure all equipment and supplies in the BCC designated storage area when procedure is completed.
5. The Staff will be available to BCC personnel for continuing education and training as reasonably necessary to maintain a current technological and clinical knowledge base for acute dialysis patient care.

APPENDIX “B”

Appendix B

Items Provided by Contractor:

(Subject to the terms of the Agreement)

1. Commercially available dialysate solutions ordered for Services.
2. Tubing Sets required for Contractor provided equipment or for the provision of Services.
3. Cartridges or Dialyzers are included in the fee schedule below.
4. Filters required for Contractor provided equipment including Transducer Protectors and filters for portable equipment.
5. Fistula Needles, dialysis end caps and catheter adaptors, if applicable.
6. Water Quality Analysis Supplies.
7. Two (2) dialysis Chairs.
8. All medications that are required to provide Dialysis Services.
9. All other medical supplies and other supplies not listed herein or that are necessary and appropriate for the provision of the Services.
7. All necessary medical record charting forms.
8. Intravenous replacement solutions, saline, peripheral fluids and plasma.
9. Bleach, vinegar and any other chemicals required to prevent cross contamination.
10. A current list of nurses assigned to BCC. Included in this list will be copies of current nurse licenses, CPR certificates and competency lists for each nurse working at BCC. This list shall be updated annually and any time that a new nurse begins working at BCC.
11. Contractor policy and procedure on water testing along. Contractor shall post water testing results in a location designated by BCC.

APPENDIX “C”

Appendix C

Items Provided by BCC:

1. Free parking which is available to the general public at the jail
2. Access to incoming water and sewer systems.
3. Medical and hazardous waste removal.
4. Pharmaceuticals, medical supplies and other supplies not listed that is necessary and appropriate for the provision of the Services.
5. Orientation to all Contractor Staff with respect to BCC’s policies and procedures applicable to the provision of the Services (e.g. fire safety, evacuation procedure, hazardous materials, communication, safety, etc.), so long as such policies and procedures are consistent with those of Contractor.
6. Laboratory, x-ray services as required for patient care.
7. Emergency support services including emergency facility personnel, equipment and supplies.
8. Gloves as necessary for Contractor to comply with all BCC policies and procedures with respect to the treatment of patients with communicable diseases and/or infections in conjunction with the provision of Services, as long as such policies and procedures are consistent with Contractor’s policies and procedures for the provision of Services.
9. BCC shall work with Contractor to ensure adequate space, consistent with all applicable guidelines and regulations, to store sufficient equipment, water systems and medical supplies required, at Contractor’s sole discretion, by the patient volume, complexity of Services, and consistent with response time and scheduling requirements set forth in this Agreement.
10. Contractor acknowledges that as BCC is a county correctional facility that security is provided by and is the sole responsibility of BCC.