



CLAY COUNTY SHERIFF'S OFFICE
901 North Orange Avenue, P.O. Box 548
Green Cove Springs, Florida, 32043-548
Rick Beseler, Sheriff

REQUEST FOR PROPOSALS

Notice is hereby given that the Clay County Sheriff is seeking proposals from licensed, professionals for the provision of **Detention Facility Physician** for the period to begin from date of award and extending for two(2) years with an option by the Sheriff to renew for two (2) additional one-year periods. Detailed specifications may be obtained by contacting the Clay County Sheriff's Office, Purchasing, (904) 213-6051 or e-mail cvonesche@claysheriff.com. All proposals must be submitted to the Clay County Sheriff's Office, ATTN: Purchasing Section, 901 North Orange Avenue, P.O. Box 548, Green Cove Springs, Florida 32043.

It shall be the bidder's responsibility to ensure delivery of the bid to the Purchasing Section on or before July 15th, 2010 at 2:00 p.m., local time. Only proposals received by the aforesated time and date will be considered. All proposals must be enclosed within a sealed envelope and clearly marked on the face of that envelope "**B200-10001 DETENTION FACILITY PHYSICIAN**"

The Clay County Sheriff reserves the right to accept or reject any and all proposals in whole or in part and to waive informalities.

Rick Beseler, Sheriff

By: _____
Carl Crossley, Administration Bureau Commander

Published:
Clay Today: June 24, 2010 and July 1, 2010

----- News Paper Advertisement -----



CLAY COUNTY SHERIFF'S OFFICE
901 North Orange Avenue, P.O. Box 548
Green Cove Springs, Florida, 32043-548
Rick Beseler, Sheriff

To All Interested Parties:

The Clay County Sheriff's Office is requesting bids on:
DETENTION FACILITY PHYSICIAN
Bid # B200-10001

The Statement of Work shall consist of providing comprehensive medical services for inmates in the Clay County Detention Facility, sufficient to provide for mandated and emergency treatment. The Contractor must adhere to all specifications listed within this bid. The specifications for DETENTION FACILITY PHYSICIAN are located in Section 3.0 Specifications.

The Clay County Sheriff's Office reserves the right to extend any and all dates thereof with notification to the Bidders. Any and all questions should be directed to the Purchasing Agent. The Purchasing Agent will respond to all Bidders who have notified this office with intent to bid. Bids will be received until 2:00 p.m. local time on July 15th, 2010 and publicly opened thereafter at the Sheriff's Administration Bureau located at 901 North Orange Avenue, Green Cove Springs, Florida 32043 at 2:00 p.m. on the same business day. All Bids received must be sealed and clearly marked on the outside as follows:

"Clay County Sheriff's Purchasing-Bid B200-10001 DETENTION FACILITY PHYSICIAN."
Please be sure to include your name on the outside of the bid.

All Bids received after the above date and time will not be considered.

The Sheriff of Clay County reserves the right to waive minor formalities in any bid, to accept any bid which may be considered to be in the best interest of the citizens of Clay County as well as the Clay County Sheriff's Office, and to reject any part of or all bids.

The Clay County Sheriff's Office main objective in procurement is to expend budgeted monies conservatively while serving the citizens of Clay County to the best of its ability. Therefore the bid will be awarded not necessarily to the lowest bidder but to the Contractor who will assist the Clay County Sheriff's Office in best meeting their requirements and commitments to the citizens of Clay County.

All services provided will conform to the standards set by professional governing boards.

Respectfully,

Chip Wilt, Purchasing Director

REQUEST FOR PROPOSAL
FOR
DETENTION PHYSICIAN SERVICES

B200-10001



Issued By:
Clay County Sheriff's Office
901 North Orange Avenue
P.O. Box 548
Green Cove Springs, FL 32043
(904) 213-6029
Fax (904) 213-6478
Website: <http://www.claysheriff.com>
Date of Issue: June 15, 2010
Due Date/Time for Receipt of Proposals: **July 15, 2010 at 2:00 p.m.**

**CLAY COUNTY SHERIFF’S OFFICE
REQUEST FOR PROPOSAL # B200-10001
DETENTION FACILITY PHYSICIAN**

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**CLAY COUNTY SHERIFF'S OFFICE
REQUEST FOR PROPOSALS # B200-10001**

1.0 INTRODUCTION

1.1 Proposal Description - The Clay County Sheriff's Office is requesting proposals from licensed professionals (hereinafter, referred to as Physician) who will act as an independent contractor to provide comprehensive medical care related services according to the specifications and within the time constraints of this bid. Each Contractor is responsible for full and complete compliance with all laws, rules and regulations which may be applicable.

1.2 Purpose and Objective of Request for Proposal

- To collect information necessary for the evaluation of competitive Proposals submitted by qualified Physicians.
- To provide for a fair and objective evaluation of Proposals.
- To result in a contract between the successful Physician and the Clay County Sheriff that will satisfy the following objectives:
 - To deliver comprehensive medical care services that meet the American Medical Association standards and maintain medical accreditation by the Florida Corrections Accreditation Commission.
 - To successfully complete Annual Florida Model Jails Standard inspections.
 - To provide comprehensive medical care services, as described herein, and to use only licensed, certified and professional personnel.
 - To provide medical care services in a cost effective and efficient manner with full reporting and accountability to the Clay County Sheriff's Office Detention Facility.
 - To maintain an open and collaborative relationship with administration and staff of the Sheriff's Office.
 - To maintain complete and accurate records of medical care.
 - To provide medical care services in a humane manner with respect for the inmates right to medical care services.

1.3 Summary of Scope of Work - The scope of work shall consist of comprehensive medical care services provided on-site by a Florida state licensed physician and sufficient to provide for mandated and emergency treatment. The Detention Bureau will provide a clinical setting within the facility with required equipment and supplies. All work is to be done at the Clay County Sheriff's Office Detention Facility located at 901 North Orange Avenue, Green Cove Springs, FL 32043. The specifications listed are minimal, it is the responsibility of the Contractor to propose the DETENTION FACILITY PHYSICIAN in accordance with the minimum specifications, and anything optional should be described in the comment section of the quotation tabulation.

1.4 **Persons to Contact** - The Clay County Sheriff's Office has designated a Purchasing Agent who is responsible for the conduct of this RFP. Any written questions and authorized response regarding this proposal will be submitted to the Purchasing Agent via email, fax or in writing. It will be the responsibility of the Purchasing Agent to respond to all inquires. The Purchasing Agent is the only representative of the Sheriff's Office who has the authority to respond on behalf of this RFP. Any Contractor in doubt as to the true meaning of any part of the RFP or related documents may submit a written request to the Purchasing Agent, at the address indicated below, at least five (5) days prior to the closing date set for receipt of proposals to be considered for a response. Any interpretation to a Contractor will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each Contractor receiving a set of such documents. **Oral answers will not be authoritative.** It will be the responsibility of the Contractor to contact the Sheriff's Office Purchasing Agent prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and to return executed addenda with the proposal. The awarded Physician will be instructed upon award of the bid, the procedure of contact for the above implementation. The contact information for this bid is listed as follows:

Chip Wilt
Purchasing Director
Clay County Sheriff's Office
901 North Orange Avenue
P.O. Box 548
Green Cove Springs, FL 32043
TELEPHONE: (904) 213-6029
FAX: (904) 213-6478

2.0 **GENERAL TERMS AND PROVISIONS:**

- 2.1 **Advertisement of RFP** - The Clay County Sheriff's Office will advertise the RFP in the Clay Today on June 24th, 2010 and July 1st, 2010.
- 2.2 **Issuance of RFP** - This RFP can be obtained by contacting Chip Wilt, Purchasing Director, at (904) 213-6029 or E-mail cwilt@claysheriff.com. The Sheriff's Office is not responsible for late or non-delivery of mail or you may download Purchasing Bid# B200-10001 from the Clay County Sheriff's Office website at www.claysheriff.com.
- 2.3 **Submission of Proposal** - All bidders must submit an original proposal and three (3) identical copies in a SEALED envelope, clearly marked on the outside as follows:

Clay County Sheriff's Office
Purchasing Section
B200-10001 DETENTION FACILITY PHYSICIAN
901 North Orange Avenue, P.O. Box 548
Green Cove Springs, Florida 32043

The Contractor name and address must also be indicated clearly on the outside of the envelope. It is the Contractor's responsibility to ensure delivery and acceptance of the Bid. THE SHERIFF'S OFFICE PURCHASING SECTION MUST RECEIVE BIDS NO LATER THAN 2:00 p.m. ON July 15, 2010. The responsibility for getting the bid to the Clay County Sheriff's Office on or before the stated date and time will be the sole responsibility of the bidder. The Clay County Sheriff's Office is not responsible for delays caused by the U. S. Postal Service or by a delay caused by any other occurrence, or any other method of delivery. The bidder will be responsible for reading very carefully and understanding completely the requirements in the specifications. Bids will not be accepted after the time specified for receipt. Such bids shall be returned to the Bidder unopened with the notation "This bid was received after the time designated for the receipt and opening of bids." Proposals must be submitted with all required submissions included. Failure to comply may preclude consideration of the proposal. Each bidder is responsible for full and complete compliance with all laws, rules and regulations which may be applicable.

- 2.4 **Time for Consideration** - Bidder warrants, by virtue of bidding, the prices quoted in this bid will be good for an evaluation period of sixty (60) days from the date of bid opening unless otherwise stated. Bidders will not be allowed to withdraw or modify their bids after the opening date and time. Bidders may withdraw their proposal by telegraphic, fax or written request at any time prior to the scheduled closing time for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the Sheriff's Office with the service(s) as set forth in this proposal, or

until one or more of the proposals has been awarded.

2.5 Formal Opening of Bids - Bids will be received up until July 15, 2010 at 2:00 p.m. local time. The bid opening will take place at the Clay County Sheriff's Office, 901 North Orange Avenue, Green Cove Springs, Florida 32043 at 2:00 p.m. on the same business day. The opened bids will be read aloud, examined for conformance to the request for the bid and preserved in the custody of the Clay County Sheriff's Office Purchasing Section. The bids will be reviewed by the Sheriff's Office staff and a recommendation will be made to the Sheriff as soon thereafter as possible.

2.6 Proposal Criteria - It is determined that in the best interest of The Clay County Sheriff's Office that in awarding the bid for service(s) for this RFP, the awarded Contractor must have a proven record in the specified fields of service. This being the case, the low bidder will not necessarily be awarded the bid. Consideration will be given to reputation, experience, and ability to comply with time constraints of this RFP.

The Sheriff's Office reserves the right to reject any and all proposals or any part of any proposal, to waive minor defects or technicalities, or to solicit new proposals on the same service or on a modified service that may include portions of the original proposal as the Sheriff's Office may deem necessary. No proposal shall be accepted from, or bid awarded to, any Contractor, if there is pending or threatened litigation involving such Contractor in which a claim is made that the Contractor provided deficient services to the Sheriff's Office and/or that Contractor failed to substantially comply with RFP specifications or contract terms and conditions. The Sheriff's Office may, at its option interview Contractors submitting proposals prior to award.

2.7 No Bid – If you are not submitting a proposal, please respond by returning only the Statement of No Proposal Form and explain the reason in the space provided. Failure to submit the Statement of No Proposal may result in your name being deleted from the list of qualified bidders for the Clay County Sheriff's Office.

2.8 Acceptance and Rejection - The Sheriff of Clay County reserves the right to reject any or all bids in whole or in part, with or without cause, to waive irregularities and or technicalities, if any, and to accept the bid or bids or portions thereof which, in the judgment of the Sheriff is in the best interest of the Clay County Sheriff's Office or to award a contract to the next most qualified bidder if a selected bidder does not execute a contract within thirty (30) days after the award of the proposal.

The thirty (30) day time period may be extended an additional twenty (20) days where the successful bidder is unavailable during the initial thirty-day period.

2.9 Governing Law - This agreement shall be governed in accordance with the laws

of the State of Florida. Venue shall be in Clay County.

- 2.10 Evaluation of Bids** - The evaluation of bids and the determination as to the equality of the DETENTION FACILITY PHYSICIAN bids offered shall be the sole and final responsibility of the Clay County Sheriff's Office and will be based on the information furnished by the bidder.
- 2.11 Proposal Submittal Costs** - Submittal of a proposal is solely at the cost of the Bidder and the Sheriff's Office in no way is liable or obligates itself for any cost accrued to the Bidder in responding with the Proposal Submittal.
- 2.12 Exceptions to Bid** - All bid materials must clearly and with specificity, detail all deviations to the exact requirements imposed upon the Bidder by the General Terms and Provisions (Section 2.0) and Special Provisions (Section 3.0). Such deviations should be stated upon the Bid Proposal or appended thereto. Bidders are hereby advised that the Clay County Sheriff's Office will only consider bid proposals that meet the specifications and other requirements imposed by this bid package. In instances, where an exception is stated upon the Bid Proposal, the bid proposal will be subject to rejection by the Clay County Sheriff's Office.
- 2.13 Public Entity Crimes** - Pursuant to Florida Statute 287, the Clay County Sheriff's Office, as a public entity, will not accept any bid from or award a contract pursuant to this Bid Proposal with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3) (f), F. S. If you submit a bid or proposal in response to this request, you are certifying that Florida Statute 287.132 and 287.133 does not restrict your submission.
- 2.14 Proposal Format** - In order to ensure a fair and competitive bidding process a Physician may submit only one proposal for this RFP. Physician shall provide three (3) identical copies with their original proposal including the information as follows:
1. Fee Worksheet - Failure to complete in full may be cause for disqualification.
 2. No Bid
 3. Copy of license and/or certificates.
 4. Copy of liability and malpractice insurance certificates.

3.0 SPECIFICATIONS

3.1 BACKGROUND INFORMATION:

- 3.1.1 Location** – The Clay County Sheriff’s Office Detention Facility is located at 901 North Orange Avenue, Green Cove Springs, Florida 32043.
- 3.1.2 Population** - The Clay County Sheriff’s Office Detention Facility is an adult detention facility with an authorized in house capacity of 478 beds. The daily average inmate population for 2010 is 460.
- 3.1.3 Facility** - The Detention Facility has a medical unit that consists of examination rooms, lab room, isolation rooms, dental room, a pharmacy, various offices and interview rooms, a medical records area, and a 7 bed infirmary unit.
- 3.1.4 Current Provisions** – Comprehensive medical care services are presently delivered by an independent licensed physician. Inmates with medical complaints are screened by nursing staff and, if needed, are referred to the physician for evaluation and follow-up, oversight monitored by, Florida Model Jail Standards and Florida Corrections Accreditation Commission.
- 3.1.5 Scope of Service** – The successful Physician shall be expected to provide comprehensive medical care services and meet the following requirements. This list is not intended to be all inclusive but serves as a guideline with recommendation for the medical care of the inmate population detained or sentenced to the Clay County Sheriff’s Detention Facility. The successful Physician shall provide on-site medical services to the inmates of the Clay County Sheriff’s Detention Facility as needed. The services to be provided shall include but not limited to treating illness, injury, diseases, providing physical assessments, physician sick call and proactive patient care. .

3.2 MINIMUM REQUIREMENTS - DETAIL

- 3.2.1** The Bidder must be a Florida state licensed physician acting as an independent contractor, and shall provide patient care services directly to inmate patients at the facility (jail). Comprehensive medical care services will be performed on-site and shall be sufficient to provide for mandated and emergency treatment directly to inmate patients of this facility.
- 3.2.2** Successful Bidder shall provide and maintain during the term of the agreement, and any renewal years, medical malpractice insurance in the amount of at least \$1,000,000.00.
- 3.2.3** The Physician shall provide emergency services between the hours of 0800 and 1700, excluding weekends and holidays. Inmates considered by jail

medical staff, emergency medical technicians, or correctional officers, as in acute medical distress, or the emergency occurs between 1700 and 0800, or on weekends or holidays, or the Physician is not immediately available, shall be transported to the nearest emergency medical facility. Emergent care will be billed at the physician's usual and customary fee schedule.

- 3.2.4** The successful Bidder will submit a monthly bill to the Sheriff's Office. The Bidder shall include in the proposal and on the attached fees form, the amount for monthly administrative charges, telephone consultation and costs per inmate visit excluding any penalty for failure to meet the below schedule (next paragraph). All Payments will be made in accordance with the Florida Prompt Payment Act.
- 3.2.5** The physician will visit the jail facility as needed, but at least once per week, unless prior arrangements have been made.
- 3.2.6** Adherence to applicable informed consent regulations and standards of the local jurisdiction must be maintained.
- 3.2.7** The Sheriff will provide a Registered Nurse or Licensed Practical Nurse, licensed by the State of Florida (hereinafter referred to as "Nurse") at the facility. The nurse will provide the services hereinafter described.
- 3.2.8** The Nurse shall be the administrator in charge of overseeing and maintaining the standard operating procedures, which shall be approved by the Physician, and medical recordation for the health section of the facility as provided in the Florida Model Jail Standards.
- 3.2.9** The Nurse shall be an employee, agent or independent contractor of the Sheriff and not an employee, agent or independent contractor of the Physician.
- 3.2.10** All medications will be administered in accordance with the facility's health care plan, which will be subject to the directions of the Physician. It shall be the responsibility of the nurse(s) to contact the dispensing pharmacy or prescribing physician for any inmate who enters the facility already under a medical prescription. Generic drugs will be prescribed when available. The Sheriff will maintain prescription drugs at the facility in accordance with Florida Model Jail Standards.
- 3.2.11** The Physician Assistant - Non applicable, will be provided by the Clay County Sheriff's Office.
- 3.2.12** Standard supplies and materials will be maintained by the Sheriff at the

facility and will be directed by the physician.

- 3.2.13** Any inmate entering the facility with a previously diagnosed medical condition, which required a medical prescription, must be seen by the Nurse. If the Nurse is not available upon arrival at the facility, the facility's supervisor may contact the Physician.
- 3.2.14** The Sheriff agrees to comply with the guidelines and procedures developed by the Physician pertaining to the testing of inmates for infectious diseases. Testing for human immune deficiency will be performed according to the guidelines under Florida law.
- 3.2.15** The Physician will be at the facility as needed, but at least once per week, unless prior arrangements have been made. The Physician is obligated to devote any time needed to medical file notations, billing, or other paperwork if it is available during a one-hour minimum visit.
- 3.2.16** The Physician will have the right to refuse to treat and require the transportation to the appropriate facility of any patient whom the Physician views as psychologically unstable at the time when the Physician refuses treatment.
- 3.2.17** The successful Bidder shall provide the Sheriff's Office with applicable licenses and/or certificates and evidence of malpractice insurance to be placed on file with the Sheriff's Office. During the term of the contract, the Sheriff shall not contract with any other Physician or entity for the services provided herein except in those instances when the Physician is not available due to illness, vacations, etc.
- 3.2.18** The Detention Bureau may prohibit entry to any secure facility, or remove therefrom, a contract employee who does not perform his/her duties in a manner acceptable to the Sheriff's Office.
- 3.2.19** The Detention Bureau reserves the right to search any person, property or article entering its facilities.
- 3.2.20** A quality assurance program will be on-going consisting of regularly scheduled audits of inmate medical care services with documentation of deficiencies and plans for correction of deficiencies.

3.3 PROFESSIONAL RESPONSIBILITY

- 3.3.1 Professional Liability** – All services shall be provided with the skill and care which would be exercised by comparable qualified professionals performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in

the services, the awarded Physician shall furnish, at their own cost and expense, the means necessary to correct deficiencies, and shall be responsible for any and all consequential damages arising from these deficiencies.

Physician shall accept full responsibility for the work as described herein.

Physician shall obtain and furnish proof of insurance. If the initial insurance expires prior to the completion of the contract, a renewal certificate shall be furnished thirty (30) days prior to date of expiration.

3.3.2 Bond Requirements – The Office of the Sheriff, Clay County has waived the requirement of a bid bond.

4.0 CCSO STANDARD TERMS AND CONDITIONS OF RESULTING CONTRACTS

1. **APPLICABLE LAW** – Any resulting Contract is entered into subject to the Charter and ordinances of the CCSO, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Florida and federal laws. The parties to this contract agree and covenant that for all purposes, including performance and execution, that this contract will be enforceable in Clay County, Florida; and that if legal action is necessary to enforce this contract, exclusive venue will lie in Clay County, Florida.
2. **INDEPENDENT CONTRACTOR** - Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of CCSO. Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.
3. **ASSIGNMENT** - The Contractor shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the CCSO. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the CCSO.
4. **CONFLICT OF INTEREST** – The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the CCSO shall have a financial interest, direct or indirect, in any contract with the CCSO, or be financially interested, directly or indirectly, in the sale to the CCSO of any land, materials, supplies or services, except on behalf of the CCSO or in compliance with the provisions of the CCSO Personnel Policies and Procedures. Any violation of this provision shall render this contract voidable at the discretion of the CCSO.
5. **PROPOSER’S WARRANTY** – The proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.
6. **SERVERABILITY** - In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **MODIFICATIONS** - This contract can be modified only by written agreement of the parties.
8. **REMEDIES** - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or

remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.

9. **PAYMENT TERMS** - All payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with the Florida Prompt Payment Act. For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:
- a. a description (including quantity) of the goods and/or services provided to the reasonably sufficient to identify it (or them);
 - b. the amount due, applicable discount(s), and the terms thereof;
 - c. the full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
 - d. the Purchase Order or Contract number as supplied by the CCSO; and
 - e. an identification by Account to which the services were provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Fiscal Department, Clay County Sheriff's Office, 901 North Orange Avenue, P.O. Box 548, Green Cove Springs, FL 32043.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the CCSO; the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements that those requirements have been complied with.

Dispute Resolution - In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the CCSO concerning payment of an invoice, the CCSO Administration Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the CCSO such material and information as the CCSO may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature.

This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the CCSO. Any decision by the CCSO Administration Division shall constitute the final decision of the CCSO regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

10. **FLORIDA SALES TAX** - The CCSO is a governmental agency and a political subdivision under Florida law. Purchases by the CCSO under this Contract are exempt from Florida sales tax: The CCSO tax exempt number is 85-8013215228C-5. No purchase made by any entity is qualified to be exempt other than those made directly by the CCSO. The CCSO sales tax exemption does not apply to goods and services purchased separately by a Contractor in connection with its fulfillment of its Contract obligations. The Contractor shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the Contract work.

11. **FISCAL YEAR FUNDING APPROPRIATION** – Unless otherwise provided by law, a contract for

services may be entered into for any period of time deemed to be in the best interest of the CCSO, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by CCSO of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the services delivered under the contract or otherwise recoverable.

12. **F.O.B. DELIVERED AND DAMAGES** - Prices bid and quoted shall always be Freight On Board (F.O.B.), delivered, to Clay County Sheriff's Office facilities, Clay County, Florida, and shall include all freight, delivery and packaging costs. The CCSO assumes no liability for goods damaged while in transit and or delivered in a damaged or unacceptable condition. The Contractor shall be responsible for and handle all claims with carriers, and in case of damaged goods shall ship replacement goods immediately upon notification by the CCSO of damage.
13. **CONTRACTOR TO PACKAGE GOODS** - Contractor will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. CCSO's count or weight shall be final and conclusive on shipments not accompanied by packing list.
14. **PLACE OF DELIVERY** - The place of delivery shall be set forth in the block of the purchase order or purchase change order entitled "Ship to."
15. **TITLE AND RISK OF LOSS** - The title and risk of loss of goods shall not pass to the CCSO until the CCSO actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.
16. **FORCE MAJEURE** - Contractor shall not be liable for delay in delivery or performance when such delay is due to factors beyond its control, including but not limited to, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Contractor is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the CCSO Purchasing Unit of the date of inception of the force majeure condition and the extent to which it will affect performance.
17. **RIGHT OF INSPECTION** - CCSO shall have the right to inspect the goods upon delivery before accepting them with all rights reserved to return for full credit at the risk and expense of the Contractor of any goods rejected as being nonconforming under the specifications.
18. **RIGHT TO AUDIT** - Contractor agrees that the CCSO shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the CCSO shall have access, during normal working hours, to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The CCSO shall give Contractor reasonable advance notice of intended audits.
19. **PRICE WARRANTY** - The price to be paid by the CCSO shall be that contained in Contractor's bid, which Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to Contractor's current prices on orders by others, or in the alternative upon

CCSO's option, CCSO shall have the right to cancel this contract without liability to Contractor for breach or for Contractor's actual expense.

20. **WARRANTY SERVICE CLAUSE** - Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the CCSO or the architect, engineer or other entity as the contract documents may provide. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Contractor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract document, either the CCSO or its designee may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency.
21. **NEW MATERIALS** - Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.
22. **SAMPLES** - Samples, if required, shall be furnished free of expense to the CCSO and if not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with bidder's name, address, and bid number reference. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
23. **SILENCE OF SPECIFICATION** - The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
24. **INDEMNIFICATION** –Contractor does hereby agree to waive all claims, release, indemnify and both hold harmless the CCSO, its officials, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the Contractor, its officers, agents, employees, subcontractors, invitees, or other persons for whom the Contractor is legally liable, arising out of or in connection with the performance of this contract, and Contractor will at its own cost and expense defend and protect the CCSO against any and all such claims and demands.
 - a. Provided that this contract is not a contract for professional services, Contractor does further hereby agree to waive all claims, release, indemnify, defend and hold harmless the CCSO and all of its officials, officers, agents and employees from and against any and all claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorney fees for injury or death of any person or for loss of, damages to, or loss of use of any property, arising out of or in connection with the performance of this contract. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of actions arise in whole or in part from the negligence of the CCSO, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by the Contractor to indemnify and protect the CCSO from the consequences of CCSO's own negligence whether that negligence is a sole or concurring cause of the injury, death or damage.
25. **INSURANCE/PERFORMANCE BONDS** - Insurance and/or Performance Bond coverage required

by the Contract Specifications must be in force throughout the Contract term. Should a Contractor fail to provide acceptable evidence of current insurance and/or a Performance Bond within seven (7) days prior to the expiration date of an insurance policy or bond at any time during the Contract term, the CCSO shall have the absolute right to terminate the Contract without any further obligation to the Contractor. The Contractor shall be liable for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at the time of termination.

26. **NON-DISCRIMINATION** - Contractor shall not discriminate against any employee or applicant for employment of Contractor or of the CCSO because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Contractor shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.
27. **DISABILITY** - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold CCSO harmless against any claims or allegations asserted by third parties or subcontractors against CCSO arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract. Persons with disabilities needing a special accommodation to participate in this Request for Proposal should contact the Clay County Sheriff's Office, 901 North Orange Avenue, P.O. Box 548, Green Cove Springs, FL 32043, telephone (904) 284-7575, not later than seven (7) days prior to the date on which the accommodation is requested.
28. **TERMINATION FOR DEFAULT** - The CCSO reserves the right to terminate the contract without prior notice in the event the Contractor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the bid specifications. In the event of termination the CCSO reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible bidder. Any such act by the CCSO shall not be deemed a waiver of any other right or remedy of CCSO. If after exercising any such remedy, the cost to CCSO of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Contractor hereunder, Contractor shall be liable for and shall reimburse the CCSO for such excess. Bidders shall for this purpose, keep their bids open and prices fixed for a period of 120 days following the award of this bid.
29. **TERMINATION WITHOUT CAUSE** - The CCSO shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The CCSO shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
30. **NO THIRD-PARTY BENEFICIARY** - For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with CCSO or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CCSO or Contractor.

31. **PUBLIC ENTITY CRIMES** – The Contractor shall agree that they are in concurrence with and agree to make a sworn statement by signature of the Public Entity Crimes document associated with this Request for Proposal. The Contractors sworn statement shall be an oath of acceptance and truth to section 287.133(3)(a), FLORIDA STATUTES.
32. **DRUG-FREE WORKPLACE CERTIFICATION** – By submitting a proposal in response to this Request for Proposal, you are certifying that your company is a drug-free workplace in accordance with FLORIDA STATUTE 287.087.
33. **ENTIRE AGREEMENT** – This contract embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.
34. **HEADINGS** – The headings of this contract are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

RICK BESELER, SHERIFF
CLAY COUNTY, FLORIDA

By: Carl Crossley
Title: Administration Bureau Commander

5.0 STANDARD FORMS

THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:

1. PROPOSER'S CERTIFICATION
2. ADDENDUM PAGE
3. REFERENCES
4. DEBARMENT CERTIFICATION
5. COST SHEET

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

IT IS THE PROPOSER'S RESPONSIBILITY TO CONTACT THE CCSO PURCHASING DIRECTOR PRIOR TO SUBMITTING A PROPOSAL TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ALL SUCH ADDENDA, AND RETURN EXECUTED ADDENDA WITH THE PROPOSAL.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the CCSO adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the CCSO prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the CCSO or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

Sworn to and subscribed before me

BY:

this _____ day of

SIGNATURE

_____, 2010

NAME & TITLE, TYPED OR PRINTED

Signature of Notary

MAILING ADDRESS

Notary Public, State of _____

CITY, STATE, ZIP CODE

Personally Known

-OR-

Produced Identification

(____) _____
TELEPHONE NUMBER

Type: _____

(____) _____
FAX NUMBER

E-MAIL ADDRESS: _____

ADDENDUM RECEIPT VERIFICATION

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE PROPOSAL PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

Company _____

Signature _____

Title _____

REFERENCES

Proposer shall submit as a part of the proposal package, six (6) business references with name of the business, address, contact person, and telephone number that have utilized the services being proposed to the CCSO. The CCSO reserves the right to contact any of the personnel of the references provided.

Name: _____

Name: _____

Address: _____

Address: _____

Contact: _____

Contact: _____

Telephone No.: (____) _____

Telephone No.: (____) _____

Name: _____

Name: _____

Address: _____

Address: _____

Contact: _____

Contact: _____

Telephone No.: (____) _____

Telephone No.: (____) _____

Name: _____

Name: _____

Address: _____

Address: _____

Contact: _____

Contact: _____

Telephone No.: (____) _____

Telephone No.: (____) _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature _____

Title _____

Contractor/Firm _____

Address _____

Terms and Provisions outlined above are acknowledged. Our/My proposal is attached.

Date: _____ Name: _____

Signed: _____

NOTE: THIS MUST BE RETURNED WITH YOUR PROPOSAL

**QUOTATION SHEET
DETENTION FACILITY PHYSICIAN
BID # B200-10001**

The Bidder will provide a monthly itemized invoice to the Sheriff listing the below charges. Please provide the proposed amounts below.

- Monthly Administrative Charge _____
- Telephone Consultation Charge _____
- Per Inmate Visit Charge _____
- * Any Other Charge _____

* Please provide an explanation of these charges.

Date: _____

Signed: _____

**STATEMENT OF NO BID
DETENTION FACILITY PHYSICIAN BID # B200-10001**

NOTE: If you do not intend to bid on this request, please return this form immediately to:

Clay County Sheriff's Office
901 North Orange Avenue
P.O. Box 548
Green Cove Springs, Florida 32043
Attn.: Purchasing Section

I / WE the undersigned, have declined to bid on your Bid No. P200-09001, DETENTION FACILITY PHYSICIAN for the following reasons:

_____ Insufficient time to respond to the Request for Proposal.

_____ I / We do not offer this service.

_____ Unable to meet specifications.

_____ My / Our schedule would not permit me/us to perform.

_____ Specifications unclear (explain below).

_____ Remove me/us from bid list.

_____ Other (specify below).

I / We understand that if the "no bid" letter is not executed and returned, my/our name may be deleted from the list of qualified bidders for the Clay County Sheriff's Office.

PLEASE PRINT NAME _____

SIGNATURE _____

TELEPHONE NUMBER _____

DATE _____