

**AGREEMENT FOR COMMISSARY SERVICES FOR
THE ESCAMBIA COUNTY JAIL PD 13-14.063**

THIS AGREEMENT is made this 1st day of ~~November~~ ^{December}, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 23-2778485 and whose principal address is 1101 Market Street, Philadelphia, PA 19107.

WITNESSETH:

WHEREAS, on July 14, 2014, the County issued an Invitation to Bid (PD 13-14.063) for commissary services for the Escambia County Jail; and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of commissary services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals**. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Scope of Work**. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bid for Commissary Services for the Escambia County Jail, Specification No. P.D. 13-14.063, and corresponding addenda, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
3. **Rebate**. Contractor agrees to pay County a 47% rebate for all inmate commissary gross sales less applicable sales tax and postage stamps.
4. **Method of Billing**. Contractor shall submit monthly invoices listing gross sales, stamps, taxes, net sales, and the County's applicable rebate. The invoices shall be prepared by Contractor and accompanied by any supporting data required by the County. County will use its best efforts to approve or reject such invoices within ten (10) days of receipt by County. Upon approval of the invoices by County, County shall tender payment within thirty (30) days. Rebates shall be paid to County on a monthly basis within thirty (30) days of receipt of payment from County.

5. Depositor Fees. Contractor may not charge depositors in excess of the fees provided in the fee schedule, attached hereto as **Exhibit B**.

6. Term. The term of this Agreement shall commence on April 1, 2015, and continue for a term of three (3) years. Upon mutual agreement, the contract may be renewed for two additional one (1) year periods.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

7. Preparation and Installation. Prior to the commencement date, Contractor and County may coordinate mutually agreeable dates/times for preparation of service areas and installation of any ancillary equipment. Said preparation and installation shall not occur prior to March 1, 2015.

8. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County or for convenience upon providing one hundred and eighty (180) days written notice. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any

and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

10. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

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

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

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

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

To: Aramark Correctional Services, LLC
Attention: Derek Harless
1101 Market Street
Philadelphia, PA 19107

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

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

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

14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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

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

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

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

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

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

Approved as to form and legal sufficiency.

By/Title: K. H. Alford
Date: 11/24/14

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: [Signature]
Steven Barry, Chairman

Date: 1/5/2015

ATTEST: Pam Childers
Clerk of the Circuit Court



By: [Signature]
Deputy Clerk

BCC Approved 12-11-2014

CONTRACTOR:
ARAMARK CORRECTIONAL SERVICES, LLC

By: [Signature]
Mark Adams, Senior Vice President

Date: 12-18-14

Witness: [Signature]

Witness: [Signature]

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
COMMISSARY SERVICES FOR THE JAIL
SPECIFICATION PD 13-14.063**

- 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 Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (WITH ORIGINAL SIGNATURE) AND FIVE (5) COPIES ON CD
- BID SURETY (BOND, CHECK, ETC.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
OCCUPATIONAL LICENSE

- 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 BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED 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 BIDDER 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 BIDDER 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 BIDDERS

COMMISSARY SERVICES FOR THE JAIL

SPECIFICATION NUMBER PD 13-14.063

BIDS WILL BE RECEIVED UNTIL: 3:00p.m., CDT, Tuesday, August 5, 2014

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502, Conference Room 11.407 at 10:00 a.m., CDT, Wednesday, July 23, 2014. All Bidders are encouraged to attend.

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

Board of County Commissioners

**Lumon J. May, Chairman
Steven Barry, Vice Chairman
Wilson B. Robertson
Gene Valentino
Grover Robinson, IV**

Procurement Assistance:

**Joe Pillitary
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4807
Email: joe_pillitary@co.escambia.fl.us
Website: www.myescambia.com**

Technical Assistance:

**Whitney Lucas
Accountant
Corrections Department
2251 N. Palafox Street
Pensacola, FL 32501
Tel: (850) 417-4479
Fax: (850) 471-6571
Email: wclucas@co.escambia.fl.us**

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.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

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 and \$249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** 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 and \$999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** 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, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** 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.

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 (5) 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.

COMMISSARY SERVICES FOR THE JAIL

PD 13-14.063

TABLE OF CONTENTS

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

	<u>Page</u>
Solicitation, Offer and Award Form *	3
Bid Form *	4
Sworn Statement Pursuant to Section (287.133) (3)(a), <u>Florida Statutes</u> , on Entity Crimes **	5
Drug Free Workplace Form **	7
Information Sheet for Transactions and Conveyances Corporation Identification **	8
List of General Terms and Conditions (Incorporated by Reference)	10
Special Terms and Conditions	12
Scope of Work	EXHIBIT A

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND AWARD FORM

SUBMIT OFFERS TO:

Joe Pillitary, CPPO, CPPB

Purchasing Coordinator

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) 595-4878 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Invitation to Bid

Commissary Services for the Jail

SOLICITATION NUMBER: PD 13-14.063

SOLICITATION

MAILING DATE: Monday, July 14, 2014

PRE-BID CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502, Conference Room 11.407 at 10:00 a.m., CDT, Wednesday, July 23, 2014. All Bidders are encouraged to attend.

OFFERS WILL BE RECEIVED UNTIL: 3:00p.m., CDT on Tuesday, August 5, 2014 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 renders 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 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)

Name of Contractor

By _____
Signature of Person Authorized to Sign Date

ATTEST: _____
Corporate Secretary Date

[CORPORATE SEAL]

ATTEST: _____
Witness Date

ATTEST: _____
Witness Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

By _____
County Administrator Date

WITNESS _____
Date

WITNESS _____
Date

Awarded Date _____

Effective Date _____

BID FORM
Specification Number PD 13-14.063
Commissary Services for the Jail

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

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Commissary Services for the Jail as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide a commission rate on net sales receipts as defined herein at the rate of

_____ % on net sales excluding the sale of tobacco products and 20 oz. Beverage vouchers

_____ % on net sales of tobacco products and 20 oz. Beverage vouchers

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 _____

Occupational License No. _____

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

Bidder: _____

By: _____

Signature: _____

Title: _____

Address: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

E-Mail Address: _____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$1000.

**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 THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

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

Page 2 of 2
Corporate Identification

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

Contact person for company: _____ **E-mail:** _____
Telephone Number: _____ **Facsimile Number:** _____

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

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

(Spelled exactly as it would appear on the instrument)

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

END

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

(Revised 12/21/01)

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 Bidder/Proposal 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.myescambia.com>
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 offer on the item(s) as listed in this solicitation request.

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

Instructions to Offerors

1. **General Information**

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

Specification Number PD 13-14.063, Commissary Services for the 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.

SCOPE OF WORK SUMMARY

The Escambia County Jail located in Pensacola, FL is seeking the services of a full service Commissary Services provider to include kiosks, software and reporting capabilities as describe in detail in the Scope of Work.

2. Bid Surety

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

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

A County warrant in the amount of the 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 Questions

Procurement questions may be directed to Joe Pillitary, Purchasing Coordinator, (850) 595-4878, Fax: (850) 595-4807, (Email) joe_pillitary@co.escambia.fl.us. Technical questions may be directed to Whitney Lucas, (Telephone) (850) 417-4479, (Fax) (850) 471-6571 may be submitted no later than 5:00p.m., CDT, Wednesday, July 30, 2014.

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**

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place in Conference Room #11.407 on Wednesday, July 23, 2014 at 10:00 a.m. CDT.

6. **Inspection of Facilities**

It is the offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangements for offeror's inspection of facilities and/or activity schedules may be secured from Whitney Lucas, phone (850) 417-4479. Failure to visually inspect the facilities may be cause for disqualification of your offer.

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

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

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

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

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

8. **Safety Regulations**

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

9. **Codes and Regulations**

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

10. **Equipment/Service**

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful offeror. At the time of solicitation opening, the offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the bid/proposal form.

11. **Required Reports**

The awarded vendor shall supply a monthly report to the Office of Purchasing as to the quantities of each item delivered under this contract.

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

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

13. **Federal Compliance Certifications**

To be considered, each offer must include an executed:

- Certification of offeror regarding Equal Employment Opportunity.
- Certification regarding Section 3 and Segregated Facilities
- Section 3 utilization plan
- Certification concerning Handicapped Accessibility
- Company Affirmative Action Plan

- Drug-Free Workplace Form
- Information Sheet
- Anti-Lobbying Certification

Contract Information

NOTICE

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

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

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for two (2) additional twelve (12) month periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

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

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

15. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The County may unilaterally renew the contract for the periods specified on the bid form for twenty-four (24) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

16. **Interim Extension of Performance**

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

17. **Pricing**

All items sold to the county as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges. 16

18. **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.

19. **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.

20. **Qualification of Offerors**

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

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

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

21. **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/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

22. **Permits**

Escambia County permit requirements have been researched and noted as required by law on the bid form. Permits required by governmental agencies with jurisdiction in addition to or in lieu of shall be the responsibility of the awarded vendor to research and obtain as required to complete this contractual service. Permits are to be amortized into the bid offered with no additional allowance. These permits shall be readily available for review by the Purchasing Chief or his/her designee and the Construction Manager or his/her designee.

23. **Award**

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

24. **Termination**

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

25. **Termination (Services)**

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

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

26. **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

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.

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, 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.

Excess or Umbrella Liability Coverage

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 coverage(s) indicated on each certificate of insurance.

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

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
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: Joe Pillitary, CPPO, CPPB
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4807
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.

27. **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.

EXHIBIT A



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Escambia County Corrections



P.O. Box 17800
Pensacola, FL 32522
(850) 436-9170
(850) 436-9167 Fax
www.myescambia.com

Scope of Services Document for Escambia County Jail's Commissary
Contract

1.0 KEY ELEMENTS:

- a. **Title:** Scope of Service Write Up for Escambia County Jail's Commissary Provider as Services Pertain to Finance and Accounting
- b. **Background:** As required by Escambia County Board of County Commissioners the current Commissary Contract with Escambia County Jail has expired and will be put out for bid since we anticipate spending more than \$50,000 with vendor during FY2015.
- c. **Scope:** This scope of services document pertains to Escambia County Jail's Commissary contract and all applicable portions thereof.
- d. **Applicable Documents/Technical Specifications:** I defer to Escambia County BOCC's IT department regarding technical specifications and their supporting documents.
- e. **Tasks:**
 - i. Vendor should provide inmate commissary accounting software from which we
 - can view detailed information regarding deposits and expenditures of inmate account
 - allows checks to be issued to vendors and inmates
 - keep an accurate register of checks issued and deposits made
 - allows back reconciliations to take place
 - provides detailed reporting capability
 - will track and provide reporting on various debt codes that are customizable by our facility
 - can issue debit cards to inmates upon their release from our facility
 - provides all other functions equivalent to those provided in Canteen Manager v.5.0.31
 - ii. Vendor shall provide inmate commissary account cash deposit kiosks at 2 locations which will be utilized by the public for the depositing of funds into inmate commissary accounts
 - iii. Vendor will provide onsite training for staff members of our facility on an as needed basis
 - iv. Vendor will provide a staff of employees including supervisory personnel, all of them shall attend orientation and be subject to a satisfactory criminal history inquiry for the purposes of internal security. All persons employed by vendor in connection with its operation at the Escambia County Jail will be on the vendor's payroll and shall be deemed employees of the vendor for tax, insurance and all other employment purposes
 - v. Vendor will providing booking kiosks to facilitate the deposit and recording of inmate funds upon

EXHIBIT A

- their arrival at the Escambia County jail
- vi. Vendor will provide a sufficient number of kiosks within the housing units where inmates will be able to coordinate their commissary orders, file requests, file grievance forms. check their account balance and see their account ledgers
 - vii. Vendor will facilitate the procurement, sale and distribution of phone cards between an outside vendor and inmates incarcerated at Escambia County Jail
 - viii. Vendor will make commissary items available for purchase from outside persons and will then facilitate their delivery to the intended inmate
 - ix. Vendor to provide equipment for heating of water for use in consumption of items purchased on commissary. Equipment equal or identical to the following type of commercial grade heated water dispenser: Bun O Matic hot water dispenser
- f. **Location of Work:** Escambia County Main Jail (2935 North L Street, Pensacola, Florida 32501) and Escambia County Central Booking and Detention Facility (1700 West Leonard Street, Pensacola, Florida 32501)
- g. **Minimum Compliance Standards:** The vendor must comply with all Florida Model Jail Standards and accreditation requirements set forth by the Florida Corrections Accreditation Commission (FCAC)

BOARD OF COUNTY COMMISSIONERS
 ESCAMBIA COUNTY, FLORIDA
 OFFICE OF PURCHASING
 213 PALAFOX PLACE, 2nd Floor
 P.O. BOX 1591
 PENSACOLA, FL 32591-1591
 TELEPHONE (850)595-4980
 (SUNCOM) 695-4980
 (850)595-4805
<http://www.myescambia.com/solicitations>



CLAUDIA SIMMONS, CPPO
 Purchasing Manager

July 29, 2014

To: All Known Prospective Bidders

34 APPS.

ADDENDUM NUMBER 1:

Re: Commissary Services for the Jail,
 Specification Number PD 13-14.063

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #1 provides for the following:

1. Can you please provide a copy of the current menu with pricing? SEE ATTACHMENT
2. Will the county consider increasing the current \$75.00 spending limit? YES
3. Please provide previous 12 month sales less phone time purchases and sales tax. SEE ATTACHMENT
4. What is the current commission percentage paid to the County? 28%
5. What was the commission dollar amount for the same 12 month period? (since October 2013)
\$228,941.80
6. What is the current balance of the inmate accounts? Not available at this time
7. Please provide a monthly average daily population for the previous 12 months

MONTH	ADP	MONTH	ADP
JUL13	1393	JAN14	1339
AUG13	1376	FEB14	1320
SEP13	1404	MAR14	1251
OCT13	1389	APR14	1271
NOV13	1351	MAY14	1158
DEC13	1354	JUN14	1141

8. What is the number of housing units and/or pods in each facility?

Infirmary is a multi-cell housing area that contains. Each individual cell does not contain a phone. We currently have two phones in the infirmary and we would like to add a portable. Total 3

SPHO I is also a multi-cell housing area. Each individual cell does not contain a phone. Total 2

Orange 2 –	4 pods (podular) two phones in each pod	Total 8
Blue 2 –	4 pods (podular) two phones in each pod	Total 8
Blue 4 –	4 pods (podular) two phones in each pod	Total 8
Orange 4 -	4 pods (podular) two phones in each pod	Total 8
Blue 6 –	4 pods (podular) two phones in each pod	Total 8

Addendum 1
 13-14.063

Spho II - 5 multi-cell housing units (phones are inside each unit) - one phone in each pod
There is also currently a dayroom that inmates are housed in due to the obvious need for space - one
PORTABLE phone in the dayroom Total 6

<u>Red 2 -</u>	<u>4 pods (podular) one phone in each pod (we want two)</u>	<u>Total 8</u>
<u>Green 2 -</u>	<u>4 pods (podular) one phone in each pod (we want two)</u>	<u>Total 8</u>
<u>Red 3 -</u>	<u>4 pods (podular) one phone in each pod (we want two)</u>	<u>Total 8</u>
<u>Green 3 -</u>	<u>4 pods (podular) one phone in each pod (we want two)</u>	<u>Total 8</u>

9. Please provide the number of kiosks the county is requesting. 55
10. Who will be responsible for the provision of the infrastructure (Cable, power, etc.) for the installation of the housing unit kiosks? The vendor/contractor should include installing any required internal cabling as part of the contract. Any additional network equipment such as switches should be purchased by the county
11. What fees and dollar amounts are currently charged to inmates (daily subsistence, medical/dental co-pay, booking fee, etc.)? These charges are only collected if an inmate balance goes over \$75.00 and they are as follows: Booking Fee \$20, Daily Subsistence Fee \$3.00, Medical/Dental/ARNP Fee: \$10, RN Fee \$5.00, Prescription Fee \$3.00
12. What is the current average daily population? 1089 housed on 7/25 in facilities utilizing our commissary
13. What hardware is provided by the current vendor? Currently we have kiosks for family members to deposit funds
14. Who is the current inmate phone service provider? Centurylink, although this is out for bid also
15. How is phone time sold, i.e. phone time purchases, phone cards? Phone cards are purchased through the commissary and are also available online
16. Who is the current jail management system? Smart Jail
17. Is there a phone time interface with the current commissary provider? No the inmates can buy off commissary but the order is just sent to the PX provider
18. How does this interface work today, Batch or Real-time? Inmate phone minutes purchased through commissary are sent to a TRINITY BACKSIDE COMPUTER via the internet. The minutes are uploaded into a file and emailed to Century Link. Century Link loads the minutes into ICS on each account in the upload
19. Is there a CTS/Smart Cop JMS interface with the current commissary vendor? If so, what is the process of the interface, Batch or Real-time? Real time
20. What information is passed from the offender management system to the vendor's trust fund system? INMATE NUMBER, LAST NAME, FIRST NAME, MIDDLE NAME, SSN, DATE OF BIRTH, CELL ASSIGNMENT, DATE BOOKED, STATUS (FED, CRP, INMATE WORKER) Do Not charge, DEPOSIT AMOUNT (Always 0)
21. There are typically servers involved with this technology. Where will the servers be housed? If the application can be virtualized then we can provisions services in our data center. Otherwise, physical servers will very likely be on the jail premises.
22. What is the county's preferred protocol for remote access to the vendor's equipment to support trust fund software? For remote access we use the Cisco AnyConnect VPN. To reach the services you can use RDP or similar application
23. Will vendors have an opportunity to demonstrate their software and technology? No

24. How many on-site commissary personnel does the current vendor have? 6
25. How many hours per week do the current employees spend for commissary-related services? unknown
26. Will the County require all employees performing work under this contract to be responsible for commissary-related tasks only? YES
27. What is the current commission rate? 28%

- a. Does the County receive the same commission rate on all categories of items (excluding postage)? Yes
- b. If no, what are the commission rate (s) paid across the different categories?

28. Is there currently a deposit lobby kiosk in use? YES

If so, what is the amount of the fee currently being charged for cash deposits made via the lobby kiosk?

29. The Smart Deposit spending limit for Escambia County is \$100.00.

30. FEES:

TYPE	AMOUNT	COST
CASH	\$0.01 to \$5000	\$2.95
CREDIT CARD	\$0 to \$20	\$2.95
CREDIT CARD	\$20.01 to \$40	\$4.25
CREDIT CARD	\$40.01 to \$60	\$5.50
CREDIT CARD	\$60.01 to \$80	\$6.25
CREDIT CARD	\$80.01 to \$100	\$6.75
Maximum Credit Card Deposit	\$100	

- A. What is the amount of the fee being charged for credit card deposits?
- B. Will the vendor be allowed to charge fees for all deposits (cash and credit) made through the lobby kiosk. Yes

31. Is there a data drop (network connection) and electrical outlet currently in place for the lobby kiosk? Yes

32. Will the vendor be able to utilize the existing County network? Unknown

33. Please provide a breakdown of the number of dorms in each jail and the number of inmates housed in each dorm to help determine how many housing kiosks are needed. 46 kiosks

34. Will the jail or the vendor be responsible for wiring costs for the kiosks? The vendor

- a. If yes, please provide a cost for the network wiring needed. The county put the network box out then the vendor is responsible
- b. If yes, please provide a cost for the electrical wiring needed.
35. Can the County please provide the current commissary list with pricing? SEE ATTACHED
36. Please provide the usages over the last full month of all commissary items. SEE ATTACHED
37. Please provide the sales, less phone time or tax (net of), over each of the last three full commissary months.
38. Please provide the ADP for each of the past 12 months. April 1262-May 995 June 1017 (May and June reflect populations housed in county subsequent to jail explosion)
39. Who will be on the evaluation committee for the RFP from the County? Whitney Lucas, Gordon Pike, Brett Whitlock and others
40. Is the current commissary vendor interfaced with your JMS vendor? yes
41. Please provide the following:
- JMS company contact: *Don Newsom Smart Cop*
 - JMS company contact's phone number: 850-232-6077
 - JMS company contact's email address: *Don.Newsome@cts-america.com*
42. How many orders per month, over the last three months, have been placed through the commissary? SEE ATTACHED
43. Will the proposer or subcontractor of the proposer responsible for providing the requested deposit services be required to possess a money transmitter license in compliance with Florida statute 560.204? VENDOR SHALL COMPLY WITH FL STATUTES
44. Will the bid opening be public? Yes What information will be read aloud? Yes
45. Per Exhibit A, page 2, section vii., "Vendor will facilitate the procurement, sale and distribution of phone cards between an outside vendor and inmates incarcerated at Escambia County Jail." Would the County consider an integration with the phone provider to eliminate the need for phone cards? Doing so would increase the inmates' availability to purchase phone time and thus could lead to increased phone revenue. Yes, considered
46. Does the County require forms for the following listed on page 15, section #13 of the RFP? No If so, where can we obtain these forms?
- ~~-Certification of offeror regarding Equal Employment Opportunity.~~
 - ~~-Certification regarding Section 3 and Segregated Facilities~~
 - ~~-Section 3 utilization plan~~
 - ~~-Certification concerning Handicapped Accessibility~~
 - ~~-Company Affirmative Action Plan~~
 - ~~-Anti-Lobbying Certification~~

47. Do inmates not housed at the main jail receive commissary services? YES
- If so, how are orders transported for delivery? Vendor transports orders
 - Who delivers the orders? Vendor Delivers Orders
48. What are the current fees for credit card deposits made at the lobby kiosk? \$2.75
49. Would we be able to raise the \$100 limit on credit card deposits? This is negotiable as long as vendor accepts all responsibility for fraudulent transactions
50. What vendor currently provides the Bun O Matic hot water dispensers? Please provide contact information: SEE ATTACHED INFO
- Contact person:
 - Phone number:
 - Email address:
 - Price per unit
51. Please provide contents of indigent kits, including ounce sizes, quantities and current selling price.

1 Bar soap 3 ounce bar (\$2.56 each)

1 Toothpaste .85 ounces (\$1.48 each)

1 Thumb tooth brush (\$.026 each)

1 comb (\$.135 each)

1 Ziploc baggie 6x9 (\$.035 each)

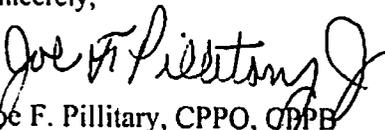
Each kit totals \$6.60 each. We provide this to each inmate upon intake and they are charged as part of their initial booking fee. They are currently not provided by the commissary provider

Please remove and replace pages 4, 13, and 18:

BID FORM - Clarifying Permit (NA) and Total Percent of Revenue to County
Award of Contract and
Bid Surety

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,


Joe F. Pillitary, CPPO, OPPE
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

JP/lk

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.

SCOPE OF WORK SUMMARY

The Escambia County Jail located in Pensacola, FL is seeking the services of a full service Commissary Services provider to include kiosks, software and reporting capabilities as describe in detail in the Scope of Work.

2. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of ~~5%~~ **\$1000** 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 Questions

Procurement questions may be directed to Joe Pillitary, Purchasing Coordinator, (850) 595-4878, Fax: (850) 595-4807, (Email) joe_pillitary@co.escambia.fl.us. Technical questions may be directed to Whitney Lucas, (Telephone) (850) 417-4479, (Fax) (850) 471-6571 may be submitted no later than 5:00p.m., CDT, Wednesday, July 30, 2014.

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.

22. **Permits**

Escambia County permit requirements have been researched and noted as required by law on the bid form. Permits required by governmental agencies with jurisdiction in addition to or in lieu of shall be the responsibility of the awarded vendor to research and obtain as required to complete this contractual service. Permits are to be amortized into the bid offered with no additional allowance. These permits shall be readily available for review by the Purchasing Chief or his/her designee and the Construction Manager or his/her designee.

23. **Award**

Award shall be made on an ~~"all or none total"~~ basis, the highest percentage of revenue to the County.

24. **Termination**

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

25. **Termination (Services)**

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

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

26. **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.)

Escambia County, Florida

All proposed items will be furnished at no cost to the County.

- ✓ "LOCKDOWN" commissary operating system
- ✓ One (1) Lobby Kiosk for use by friends and family
- ✓ Two (2) Pod Kiosks and related services
- ✓ One (1) Computer w/monitor and printer to include preloaded software
- ✓ One server for central processing and remote communication
- ✓ All equipment, installation and supplies (i.e. toner, paper)
- ✓ Continued contract with Coca Cola to provide three (3) drink vending machines capable of accepting drink coupons
- ✓ Unlimited hardware and software support
- ✓ Continued weekly delivery to Escambia County Road via Kimble's owned truck driven by full time Kimble's employee
- ✓ Integration with Securus for Commissary by Phone backup
- ✓ Optional Debit calling with Securus to increase revenue
- ✓ Inmate Care Packs (for purchase by friends and family)
- ✓ Web Deposits
- ✓ All transactions are PCI Compliant
- ✓ Free online and onsite training
- ✓ Access and training to Investigative Module
- ✓ All system upgrades provided at no cost
- ✓ Accountant services as needed at no cost

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, 2nd Floor
P.O. BOX 1591
PENSACOLA, FL 32591-1591
TELEPHONE (850)595-4980
(SUNCOM) 695-4980
(850)595-4805
<http://www.myscambiacounty.com/solicitations>

CLAUDIA SIMMONS, CPPO
Purchasing Manager



August 1, 2014

To: All Known Prospective Bidders

16 pages

ADDENDUM NUMBER 2:

Re: Commissary Services for the Jail,
Specification Number PD 13-14.063

Bidders:

We recently sent you an Invitation to Bid on the above mentioned specification.

This Addendum #2 provides for the following:

Remove and Replace Bid Form with new Bid Form attached

Remove and Replace Page 18, 23. Award to reflect gross-sales instead of revenue

Trinity Services Invoice

Escambia County Jail Commissary Price List

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy for your record.

Sincerely,

A handwritten signature in cursive script that reads "Joe F. Pillitary, Jr.".

Joe F. Pillitary, CPPO, CPPB
Purchasing Coordinator

SIGNED: _____

COMPANY: _____

JP/lk

Attachments

Addendum 2
13-14.063

BID FORM
Specification Number PD 13-14.063
Commissary Services for the Jail

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

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Commissary Services for the Jail as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide a commission rate on net sales receipts as defined herein at the rate of

~~_____ % on net sales excluding the sale of tobacco products and 20-oz. Beverage vouchers~~

~~_____ % on net sales of tobacco products and 20-oz. Beverage vouchers~~

Total Percent of revenue to the County _____ % on gross sales

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 _____

Occupational License No. _____

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

Bidder: _____

By: _____

Signature: _____

Title: _____

Address: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

E-Mail Address: _____

<u>Permit</u>	<u>Cost</u>
NA	_____
_____	_____
_____	_____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of \$1000.

22. **Permits**

Escambia County permit requirements have been researched and noted as required by law on the bid form. Permits required by governmental agencies with jurisdiction in addition to or in lieu of shall be the responsibility of the awarded vendor to research and obtain as required to complete this contractual service. Permits are to be amortized into the bid offered with no additional allowance. These permits shall be readily available for review by the Purchasing Chief or his/her designee and the Construction Manager or his/her designee.

23. **Award**

Award shall be made on an ~~"all or none total"~~ basis, the highest percentage of revenue gross-sales to the County.

24. **Termination**

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

25. **Termination (Services)**

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

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

26. **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.)

Escambia County, Florida

All proposed items will be furnished at no cost to the County.

- ✓ "LOCKDOWN" commissary operating system
- ✓ One (1) Lobby Kiosk for use by friends and family
- ✓ Two (2) Pod Kiosks and related services
- ✓ One (1) Computer w/monitor and printer to include preloaded software
- ✓ One server for central processing and remote communication
- ✓ All equipment, installation and supplies (i.e. toner, paper)
- ✓ Continued contract with Coca Cola to provide three (3) drink vending machines capable of accepting drink coupons
- ✓ Unlimited hardware and software support
- ✓ Continued weekly delivery to Escambia County Road Contractor's owned truck driven by full time contractor's employee
- ✓ Integration with Securus for Commissary by Phone backup
- ✓ Optional Debit calling with Securus to increase revenue
- ✓ Inmate Care Packs (for purchase by friends and family)
- ✓ Web Deposits
- ✓ All transactions are PCI Compliant
- ✓ Free online and onsite training
- ✓ Access and training to Investigative Module
- ✓ All system upgrades provided at no cost
- ✓ Accountant services as needed at no cost

TYPE	AMOUNT	Fee Not to Exceed
CASH (WEB) smart deposit	\$0.01 to \$5000	\$2.95 (charged to depositor)
CREDIT CARD (WEB) smart deposit	\$0 to \$20	\$2.95 (charged to depositor)
CREDIT CARD (WEB) smart deposit	\$20.01 to \$40	\$4.25 (charged to depositor)
CREDIT CARD (WEB) smart deposit	\$40.01 to \$60	\$5.50 (charged to depositor)
CREDIT CARD (WEB) smart deposit	\$60.01 to \$80	\$6.25 (charged to depositor)
CREDIT CARD (WEB) smart deposit	\$80.01 to \$100	\$6.75 (charged to depositor)
WEB ORDER mycarepack.com		\$4.50 (charged to county)
LOBBY KIOSK FEE CASH	Up to \$500	\$2.75 (charged to depositor **currently remitted to county by depositor initially and then remitted to Vendor by the county monthly)

STATIONARY AND MISCELLANEOUS ITEMS			
All Sales are FINAL			
NO EXCHANGES/REFUNDS			
2005	POST CARDS	\$0.45	EA
2039	PENCIL	\$0.60	EA
2020	LINED PAD	\$1.33	EA
2021	RADIO	\$26.00	EA
5013	HEADPHONE	\$5.50	EA
5039	AAA BATTERIES	\$2.55	4pack
5050	PLAYING CARDS	\$2.10	EA
7050	COFFEE CUP	\$1.00	EA
7052	DRINKING CUP	\$1.97	EA
2010	Stamped Envelope	\$0.51	EA
2060	Birthday Card	\$3.00	EA
2085	FRIENDSHIP	\$3.00	EA

CLOTHING ITEMS			
4056	GYM SHORTS	\$ 7.40	MED
4057	GYM SHORTS	\$ 7.60	LG
4058	GYM SHORTS	\$ 7.50	XL
4059	GYM SHORTS	\$ 8.40	2XL
4061	GYM SHORTS	\$ 8.60	3XL
4021	GYM SHORTS	\$ 8.80	4XL
4037	BRIEFS	\$ 2.80	MED
4038	BRIEFS	\$ 2.80	LG
4039	BRIEFS	\$ 2.80	XL
4041	BRIEFS	\$ 2.85	2XL
4042	BRIEFS	\$ 2.90	3XL
4002	BRIEFS	\$ 2.95	4XL

PAY PHONE MINUTES			
2001	Phone Debt Minutes	\$10.00	EA
NO REFUNDS ON DEBIT MIN			
2040	CLEAR ENVELOPE/CLCRO	\$2.75	EA
5052	Dictionary ENGLISH	\$3.00	EA
5053	Dictionary ENGLISH/SPANISH	\$2.50	EA
5054	WORD FIND PUZZLE BOOK	\$2.34	EA
5055	CROSSWORD PUZZLE BOOK	\$2.34	EA
5056	SKETCH PAD	\$2.20	EA

Womens Sports Bra			
4051	Size 34	\$5.00	EA
4052	Size 36	\$5.00	EA
4053	Size 38	\$5.70	EA
4054	Size 40	\$5.85	EA
4055	Size 42	\$6.10	EA

DISCONTINUED ITEMS			
FOR SALE- WHOLE QUANTITIES			
		LAST	
6086	CHICK O STICK	\$0.70	EA
7037	O SPUNK BIG COOKIE	\$1.32	EA
8134	SOY SAUCE PACKETS (8pk)	\$0.45	EA
-----READING GLASSES-----			
3001		1.25	EA \$7.20
3009		1.75	EA \$7.20
3006		2.25	EA \$7.20
3029		\$2.50	EA \$7.20
3003		2.75	EA \$7.20

ALL ORDERS NEED TO BE DONE BY
 Thursday the week prior to commissary
 Delivery
 If done when delivered will attempt to deliver again the next commissary business day

SUGAR FREE ITEMS			
9125	3/P JOLLY RANCHER	\$2.95	EA

NO REFUNDS OR EXCHANGES ON CLOTHING OR SHOES			
CLOTHING ITEMS			
4043	PANTIES	\$2.35	SIZE 6
4044	PANTIES	\$2.35	SIZE 8
4045	PANTIES	\$2.35	SIZE 7
4046	PANTIES	\$2.45	SIZE 9
4047	PANTIES	\$2.50	SIZE 8
4048	PANTIES	\$2.75	SIZE 10
4049	PANTIES	\$2.90	SIZE 11
4050	PANTIES	\$3.10	SIZE 12
4040	SOCKS	\$1.40	1 pair
4033	BOXER MED	\$ 3.30	EA
4034	BOXER LARGE	\$ 3.30	EA
4035	BOXER X-LARGE	\$ 3.65	EA
4036	BOXER 2XL	\$ 3.90	EA
4037	BOXER 3XL	\$ 3.90	EA
4038	BOXER 4XL	\$ 4.05	EA

CLOTHING ITEMS			
4013	T-SHIRT	\$4.10	MED
4014	T-SHIRT	\$4.25	LG
4015	T-SHIRT	\$4.50	XL
4016	T-SHIRT	\$4.80	2XL
4017	T-SHIRT	\$4.80	3XL
4030	T-SHIRT	\$5.00	4XL
4019	THERMAL TOP	\$5.75	MED
4024	THERMAL TOP	\$5.75	LG
4025	THERMAL TOP	\$5.75	XL
4026	THERMAL TOP	\$6.70	2XL
4027	THERMAL TOP	\$7.70	3XL
4028	THERMAL TOP	\$7.75	4XL
4031	THERMAL BOTTOM	\$5.75	MED
4032	THERMAL BOTTOM	\$5.75	LG
4033	THERMAL BOTTOM	\$6.75	XL
4034	THERMAL BOTTOM	\$6.70	2XL
4035	THERMAL BOTTOM	\$7.70	3XL
4036	THERMAL BOTTOM	\$7.75	4XL
4080	CROCS	\$10.55	SIZE 7
4081	CROCS	\$10.55	SIZE 8
4082	CROCS	\$10.55	SIZE 9
4083	CROCS	\$10.55	SIZE 10
4084	CROCS	\$10.55	SIZE 11
4085	CROCS	\$10.55	SIZE 12
4086	CROCS	\$10.55	SIZE 13

INDIGENT prices will show on Commissary Shoot you sign			
Order postcards or envelopes-NOT both			
3917	POST CARD (2)		
3915	TOOTHPASTE (30 days)		
3920	DEODORANT (14 days)		
3919	TOOTHBRUSH (30 days)		
3918	SOAP (14 days)		
3951	CHLORPHEN (8 PK/30 days)		
3915	PENCIL (30 days)		
3949	NON-ASPIRIN (8pk/30 days)		
3910	SHAMPOO (30 days)		
3915	ANTACID (8 pk/30 days)		
3910	Sleep Aid (8pk/30days)		
3910	PETROLEUM JELLY (60 days)		
3949	IBUPROFEN (8pk/30 days)		
3976	COMB EVERY 60 DAYS		
3971	ENVELOPES/PAPER		

<u>Type</u>	<u>Transaction Amount</u>	<u>Depositor Fee</u>
Trust Deposits (\$300 maximum):		
Cash	\$0.01 to \$100	\$2.95
	\$100.01 to \$300	\$3.95
Credit/Debit	\$0.01 to \$300	\$4.95 + 3.5%
Self Release (BAIL) Deposits (\$2500 maximum):		
Cash	\$0.01 to \$2500	\$2.95 per \$100
Credit/Debit	\$0.01 to \$2500	\$4.95 + 7.5%

