

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
SECURITY SERVICES FOR VARIOUS COUNTY BUILDINGS
SPECIFICATION PD 15-16.051**

- **HOW TO SUBMIT YOUR BID**

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

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

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

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

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
- OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S), AND/OR REGISTRATION(S)

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF BID RECEIPT?

**THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:
CERTIFICATE OF INSURANCE**

- **HOW TO SUBMIT A NO BID**

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

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

DO NOT RETURN WITH YOUR BID

**ESCAMBIA COUNTY
FLORIDA
INVITATION TO BID**

Security Services for Various County Buildings

SPECIFICATION NUMBER PD 15-16.051

BIDS WILL BE RECEIVED UNTIL: 10:30 A.M., CDT, Wednesday, June 15, 2016
A Pre-Solicitation Conference will be held at 10:30 A.M., CDT, Wednesday, June 1, 2016 in the Office of
Purchasing, 213 Palafox Place 2nd Floor Matt Langley Bell III Building, Conference Room 11.407
Pensacola, FL 32502

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

Board of County Commissioners

Grover C. Robinson, IV, Chairman
Wilson B. Robertson, Vice Chairman
Doug Underhill
Lumon May
Steven Barry

**From:
Claudia Simmons
Purchasing Manager**

Procurement

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

Technical Assistance:

Angela D. Crawley
Assistant to the County Administrator
County Administrator's Office
221 Palafox Place, Suite #420
Pensacola, Florida 32502
Tel: (850) 595-4947
Fax: (850) 525-7376

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

<p>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.</p>
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Sec. 46-110.-Local Preference in Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECURITY SERVICES FOR VARIOUS COUNTY BUILDINGS
PD 15-16.051**

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

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SIGN AND RETURN THIS FORM WITH YOUR BID**

SOLICITATION, OFFER AND AWARD FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

Lester L. Boyd

INVITATION TO BID

PURCHASING SPECIALIST

**SECURITY SERVICES FOR VARIOUS
COUNTY BUILDINGS**

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32597-1591

Phone No: (850)595-4980 Fax No: (850) 595-4805

SOLICITATION #PD 15-16.051

SOLICITATION

MAILING DATE: Monday, May 16, 2016

PRE-Solicitation Conference: 10:30 A.M., CDT, Wednesday, June 1, 2016

OFFERS WILL BE RECEIVED UNTIL: 10:30 A.M., CDT, Wednesday, June 15, 2016 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: _____

BID BOND ATTACHED \$ _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

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

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

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

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the bid response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print)

Name and Title of Signer (Type or Print)

Name of Contractor

By

County Administrator

Date

By _____
Signature of Person Authorized to Sign Date

WITNESS _____
Date

ATTEST: _____
Corporate Secretary Date

WITNESS _____
Date

[CORPORATE SEAL]

ATTEST: _____
Witness Date

Awarded Date _____

ATTEST: _____
Witness Date

Effective Date _____

BID FORM
Specification Number PD 15-16. 051
SECURITY SERVICES FOR VARIOUS COUNTY BUILDINGS

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

Date: _____

Commissioners:

In accordance with you "Invitation for Bids" and "Instructions to Bidders" for Security Services for Various County Buildings as described and listed in this Invitation to Bids, and subject to all conditions thereof, I, undersigned, _____ hereby propose to provide at the following hourly billable rates.

(Company Name)

DESCRIPTION	HOURLY BILLABLE RATES
Standard Security Officers	\$ _____
Standard Supervisor	\$ _____
Correctional Officer	\$ _____
Correctional Officer Supervisor	\$ _____

CONTRACTOR REQUIREMENTS

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

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

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

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

Proposer: _____

Occupational License No. _____

By: _____

Security Agency Branch Office Contractor's Certification
 Registration No. _____

Signature: _____

Expiration Date: _____

Title: _____

Address: _____

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank. Yes ___

Person to contact concerning this bid: _____

Phone/Toll Free/Fax # _____

E-Mail Address: _____

Bid Form Continued...

PD 15-16.051

SECURITY SERVICES FOR VARIOUS COUNTY BUILDINGS

Will your Company accept Escambia County Purchasing Cards, (p-Cards)? Yes _____ No (circle one that Applies) _____

Person to contact for emergency service:

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

Phone/Cell/Pager #: _____

County Permits/Fees required for this project:

Person to contact for disaster service:

<u>Permit</u>	<u>Cost</u>
N/A	
_____	_____
_____	_____
_____	_____

Home Address: _____

Home Phone/Cell/Pager #: _____

Terms of Payment

Net 30 Days _____ 2% 10th Prox _____

Attached to bid you shall find a bid bond, cashier's check or certified check (**circle one that applies**) in the amount of **1,000.00**.

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

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

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

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

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

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

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

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

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____
OR produced identification _____

Notary Public - State of _____

(Type of identification)

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

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

Name of Business

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

Check one:

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

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

Offeror's Signature

Date

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

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

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

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

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

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

(Please continue and complete page 2)

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

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

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

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

(Spelled exactly as it would appear on the instrument)

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

END

Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

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

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

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

Bid Information See Home Page URL: <http://www.co.escambia.fl.us/purchasing>
Click on **ON-LINE SOLICITATIONS**

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

Instructions to Bidders

1. General Information

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

Specification Number PD 15-16.051, “SECURITY SERVICES FOR VARIOUS COUNTY BUILDINGS” Name of Submitting Firm, Time and Date due.

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

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

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

Conduct of Participants

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

Definitions

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

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

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

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

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances. Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of \$1,000.00 of the total offer.

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

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

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

3. **Procurement and Technical Questions**

Procurement and Technical questions may be directed to Lester Boyd, Purchasing Specialist, Telephone (850) 595-4944 Fax: (850) 595-4805 or email: LLBOYD@escambia.com no later than 03:00 P.M., CDT, Wednesday, June 8, 2016

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 Matt Langley Bell III, Building located at 213 Palafox Place, 2nd Floor, Pensacola, Florida 32502 in Purchasing Conference Room 11.407 on Wednesday, June 1, 2016 at 10:30 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 Angela Crawley, Assistant to the County Administrator, County Administrator's Office, phone (850) 595-4947, Todd Humble, West Florida Regional Library, phone (850) 436-5042, and Chip Simmons, Corrections phone (850) 595-4949. Failure to visually inspect the facilities may be cause for disqualification of your offer.

7. **Safety Regulations**

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

8. **Payment**

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

One (1) To: Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place, Suite 140
Pensacola, FL 32502

One (1) To: County Government Complex
Board of Co. Commissioners
Attn: Angela Crawley
P.O. Box 1591
Pensacola, FL 32591-1591

One (1) To: Corrections Department
Attn: Whitney Lucas
2251 N. Palafox Street
Pensacola, FL 32501

9. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective October 1, 2016, by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum 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.

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.

10. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) month price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor.

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

11. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within Escambia, Santa Rosa Counties, unless otherwise stipulated by the offeror on the bid form.

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

12. **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.

13. **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.

14. **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:

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

Submit one (1) original and one CD or Flash Drive containing all of the information in the submittal to include the following information.

- A brief history of the company.
- The names of the officers, director's or principal stockholders.
- Number of security officers on payroll.
- Average monthly security officer payroll.
- Total hourly cost proposed for the contract, including all overhead and supervision, with taxes shown separately.
- Selection criteria for employment of security officers and a copy of the application form.
- An outline of the training requirements for employment and continued training requirements for employment and continued training requirements.
- List of employee benefits.
- Separate proposed staffing pattern for the M. C. Blanchard Judicial Building.
- Separate proposed staffing pattern for the Theodore F. Bruno Juvenile Justice Center.
- Separate proposed staffing pattern for the Cobb Building.
- Separate proposed staffing for the County Government Complex
- Separate proposed Work Release Program Facility
- The Contractor shall provide Security Guards who meet ALL the following minimum qualifications, prior to initial assignment by the Contractor to the County Agency. The County Agency may interview and accept or reject any Security Guard.
- All Security Guards shall be well versed in security operations and provide a good personal appearance to the public.
- All Security Guards shall have at least two (2) years experience in military or civilian law enforcement or related experience with a civilian security agency.
- All Security Guards shall have a High School Diploma or equivalent, or a combination of education and experience acceptable to the County Agency.
- All Security Guards shall be physically and mentally sound.
- The Security Guards shall be able to stand for eight (8) hours.
- The Security Guards shall be free of any serious hearing impairment and shall have good visual capacity
- All Security Guards shall have had training and/or instruction in all the following areas:
 - Technique of patrol for the operation of metal detectors.
 - Unarmed guards will be used.
 - First aid
 - Public Relations
 - Safety
 - Proper use of telephones and radio
 - Proper use of written report forms
 - Eight (8) hours of on-site training by a Supervisor from the Contractor's organization, documented and verified by the County Agency.
 - Training personnel to be familiar with protocol for Americans With Disabilities (ADA); Civil Rights and Sexual Harassment (This may be included in contractor HR training, but should be certified as part of contractor's assignment of personnel who have completed this level of training.)
 - Contractor shall train personnel on the evacuation protocol respective to the facilities of assignment prior to or immediately upon assignment.
 - Current list of 3 references and include Company's Name, Telephone Number, Contact Person

15. **Licenses, Certifications, Registrations**

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

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

16. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

17. **Award**

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

18. **Termination (Services)**

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

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

19. **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

20. **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 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 coverages(s) indicated on each certificate of insurance.

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

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability 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: Lester L. Boyd – Purchasing Specialist

Office of Purchasing, 2nd Floor, Room 11.101

P.O. BOX 1591

Pensacola, Florida 32591-1591

Fax: (850) 595-4805

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

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

to its insurance as may be requested.

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

Endorsements/Additional Insurance

Professional Liability/Malpractice/Errors or Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$5,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

21. **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"

**SCOPE OF WORK
INVITATION TO BID
SECURITY SERVICES FOR VARIOUS COUNTY BUILDINGS
SPECIFICATION PD# 15-16.051**

**WORK RELEASE PROGRAM
SECURITY STAFF**

Duties of Security Officer's shall include the following responsibilities along with all previously designated duties.

- I. Daily facility inspections to include security of the facility, fire and safety concerns, maintenance of common areas, inmate rooms, and office areas as needed.

On a daily basis, security officer's shall make observation of this facility for the purpose of identifying and correcting security breaches. Efforts to identify security breaches must be performed on a continuous basis. Common areas should be inspected on a regular basis. These areas should include cabinets and under sinks, sofas and chairs in the dayroom areas, etc. The primary focus should be aimed at identifying and securing contraband, ensuring exit routes are clear of obstructions, and that areas unauthorized for inmates use are secured.

Security Officers will make notation of deficient areas and identify inmates who fail to comply with cleaning responsibilities related to their personal areas. Security Officers will oversee the residents while completing cleaning tasks; however, they shall not engage in assisting with task completions. Security Officers will control the issuance of supplies to inmates and ensure unnecessary waste is avoided. All cleaning supplies will be distributed on a daily basis. Unused portions will be secured after use. No containers of cleaning supplies will be left unsecured after use. Unused portions should be returned to the proper storage area. Security Officers shall either mix concentrated cleaning solutions or oversee inmates while missing solutions. All solution containers spray bottles, and the designated storage space shall be marked and clearly identified. Supply storage areas should remain clean and well organized. Mops and buckets should be rinsed after each use.

- II. Weekly collection and accounting of laundry for preparation and delivery for cleaning. Security will be responsible for storage and distribution upon return.

- III. Monitoring of inmate behavior in regards to Program rules.

Security Officers are required to confiscate contraband items then deliver those items to the Department of Community Corrections staff. Contraband includes knives, weapons of any kind, food or drinks, and all other items that may be deemed inappropriate for this facility. Contraband items will not be returned to inmates unless approved by Department of Community Correction's staff. Non-compliant or an inappropriate behavior will be communicated to Probation Officers or staff to be addressed. This does not relieve security staff from any previously designated responsibilities regarding the addressing of inmate behavior.

- IV. Pat searches to include searching shoes, bags and other belongings entering the facility are imperative. Searches will be performed to provide for the safety and security of staff and inmates as well as to eliminate the introduction of contraband into the facility. Security Officers must search every inmate and their belongings prior to granting entry.
- V. Officers communication should be respectful but direct. All officers must understand their role as part of the control mechanism for this facility and the need to avoid being reduced to a submissive posture. In situations where an officer's authority is felt to be challenged, the officer should disengage from the situation and seek the intervention of the Probation Officer on duty. Officers must understand the importance of being fair and consistent. Officers must also realize the Probation Officer is their most effective means of recourse.

Communications must be open and constant on a daily basis. Rules violations and all other pertinent information must be shared with the Probation Officers in the most timely manner possible. The daily log book will be an effective tool in ensuring information is recorded and available to all staff upon the start of each shift. Therefore, it is important to not only record in the daily log but also to read it as well at the start of each shift. Constant and open communications will aid in presenting unified staff presence and reduce inmate attempts to manipulate or "get over" on staff. No officer shall have impunity to deal with inmates in any manner which is not consistent with Program or Departmental policies. Security Officers shall not communicate with inmate's in sexually explicit manner or with subtle sexual overtures. Security Officers cannot engage in personal dealings with inmates.

- VI. Security staff must make rounds of the facility to inspect the whereabouts and activities of inmates. Rounds may need to be made more frequently depending on circumstances at the time. The timing of rounds should vary to ensure the element of surprise. Should a inmate fail to follow directives of any Security Officer, officers do have the recourse of using the Probation Officer as an effective tool. Avoid making empty threats as this compromises credibility. Under no circumstances should an officer spend the majority of their tour in the secretary's office. To do so compromises the officer's ability to supervise inmates or to be knowledgeable of activities occurring in this facility. Officers should not engage in extended conversations with inmates and to avoid being occupied with activities that compromise their ability to supervise inmates and distract their attention. Officers should be careful not to develop relationships with inmates that may result in showing favoritism. All inmates must be treated fairly and the application of consequences applied consistently. Again, Security Officers cannot engage with personal dealings with inmates.

SECURITY DUTIES: CLARIFICATION

Inspections and Maintenance:

Floors should be clean and highly polished at all times. Corners, edges near walls, and doorway thresholds should be clean and free of dirt and wax buildup. Inspections should identify inmates who do not maintain good daily hygiene and who do not properly maintain their living areas.

Rooms:

A brief walk through inspection should be conducted daily. All beds should be made in an uniformed military style. Attention should be paid to floors, lockers, walls and smell of the room. There should be no bedding hanging from rails to create privacy or to obstruct staff's view.

Lights, Fixtures, Plumbing:

These should be inspected daily to identify deficiencies which require correction.

Common areas:

These areas will generally require more frequent attention. Common areas should be dusted on a weekly basis and cleanliness maintained at all times.

Bathrooms:

These areas will require cleaning more often than other areas of the facility due to the high volume of traffic and the need to keep these areas sanitized. A thorough cleaning should be performed on a nightly basis with a lighter cleaning each morning after the majority of inmates leave for work.

Security Officers shall under no circumstances engage in assisting inmates with cleaning details, except to demonstrate the desired standard to be accomplished. Officers shall give specific directions identifying the task to be completed and monitor the inmate's work. More attention should be paid when hazardous chemicals are used.

Extra Duty Details:

These details should be comprised of those inmates who have rules infractions that do not warrant their return to the County Jail. These details also should be focused on accomplishing those more time consuming tasks than daily maintenance such as cleaning grout in restrooms, dusting common areas, changing light bulbs, cleaning garbage cans, cleaning wax build ups, picking up paper and cigarette butts and pulling weeds.

Community Service Work:

An attempt should be made to identify tasks that will benefit this facility beyond regular daily cleaning chores. Examples would include making new files, striping and waxing floors, painting, cleaning walls, repair work (with program administrator approval only), etc.

Some of the tasks identified as extra duty can also be completed as community service work; however, an effort should be made to ensure the less desirable tasks are completed as extra detail work by those who violate facility rules.

EXHIBIT "A"

WORK RELEASE PROGRAM SECURITY STAFF 4 HOUR SHIFT

The Security Officer assigned to work this shift will be primarily responsible for supervising inmates in the Dayroom area. This officer will be responsible for ensuring rules regarding no smoking and no co-mingling are complied. This officer will not engage in recreational activities with inmates-either through playing games or keeping score.

Additional Responsibilities include:

1. Sitting at the designated area for security in order to provide the best mean of observing a larger portion of the facility from one spot.
2. Monitoring male and female population to ensure no co-mingling exists and to reduce the opportunities for this situation occurring.
3. Initiate and oversee all detail assignments to include daily cleaning details, extra duty details and community service work. This will also include the issuance of cleaning supplies and tools to complete the task. This officer will also be responsible for ensuring inmate's detail hours are logged in order to endure credit is given for work started or completed during this shift. This officer will also be responsible for ensuring detail work is completed in a through and satisfactory manner. Specifically, the cleaning of restrooms, showers, and floors. Daily cleaning detail will start promptly at 2000 unless other approved activities are in process, i.e. AA or NA meetings. This officer will also be responsible for ensuring unused cleaning supplies are secured and that mops and buckets are rinsed after use and before storage.
4. Supervise inmates and monitor visitors during visitation, church services, AA and NA meetings.
5. The locking of the vending room, female dayroom, and laundry room doors at 2300 nightly and announcing "lights out."

**IN ADDITION TO THE DUTIES LISTED ABOVE, THIS OFFICER MUST BE
CROSSED TRAINED TO PERFORM ALL OTHER DUTIES ANY OFFICER AT THIS
FACILITY MAY BE REQUIRED TO PERFORM. THE 4 HOUR SHIFT OFFICER WILL
ASSIST THE FRONT DESK OFFICER AT TIMES WHEN THAT OFFICER IS
OVERWHELMED WITH INMATES RETURNING AND/OR DEALING WITH NEW
ARRIVALS.**

Exhibit "A"
WORK RELEASE PROGRAM
NEW INMATE INTAKE PROCEDURE

Upon entry of a new program inmate, a thorough search should be made of the inmate and of the inmate's property.

The new inmate should be logged in the sign in/out book and logged in the daily log book and then assigned a room number and bed. Mark the room and locker number on the envelope in which the inmates duplicate lock key is stored.

Label the new inmate's bed with their name and provide the inmate with a means to identify their locker.

Provide the inmate with a mattress, pillow, blanket, and bedroll. The bedroll should include a towel, bath cloth and linen which includes sheets (top and bottom) and pillowcase.

Provide the inmate a copy of the Inmate's handbook.

General Requirements:

The contractor shall provide Certified Correctional Officers security services for the operation of (2) two hand held metal detectors and a 16 Camera Surveillance System located at the Community Corrections Work Release Program 1211 West Fairfield Drive, Pensacola, FL 32501.

Here are the hours of **Securitas' Schedule** and the officers who work 76 combined hours each week

Officer #1 work schedule

Tuesday from 7:00 PM to 7:00 AM (12 hours)

Wednesday from 11:00 PM to 7:00 AM (8 hours)

Saturday from 11:00 PM to 7:00 (8 hours) 28 hours

Officer #2 work schedule

Wednesday from 3:00 PM to 7:00 PM (4 hours)

Thursday from 3:00 PM to 11:00 PM (8 hours)

Saturday from 3:00 Pm to 11:00 PM (8 hours)

Sunday from 11:00 PM to 7:00 AM (8 hours) 28 hours

Officer #3 work schedule

Thursday from 11:00 PM to 7:00 AM (8 hours)

Friday from 7:00 PM to 7:00 AM (12 hours) 20 hour

Work Release has 6 paid holidays at time and ½.

Reports and Deliverables:

The contractor shall maintain complete and accurate records to substantiate services provided to the County Agency documenting the Security Guard providing the service, time/shift of service, etc. The contractor shall make such records available to the county upon request.

“EXHIBIT B”

SCOPE OF WORK

**INVITATION TO BID
SECURITY SERVICES FOR VARIOUS COUNTY BUILDINGS
SPECIFICATION PD 15-16.051**

**GOVERNMENT COMPLEX BUILDING
M.C. BLANCHARD BUILDING
THEODORE F. BRUNO JUVENILE JUSTICE CENTER
COBB BUILDING
WORK RELEASE PROGRAM FACILITY**

SCOPE OF WORK

INTENT

The intent of this scope of work is to insure that bidders responses and negotiations will result in a contract award to the most responsive and responsible professional security service contractor.

The term of this agreement shall be for one year (1), beginning October 1, 2016. Escambia County reserves the right of renewing this contract for four (4) additional one (1) year periods.

MANPOWER

The bidder must identify key personnel to be assigned to the project, their qualifications, education and representation experience.

2. GENERAL REQUIREMENTS

The contractor shall provide security guard services for the operation of the metal detectors and/or X-Ray equipment and camera surveillance system will be located at the Palafox Lobby Entrance area of the Ernie Lee Magaha Government Complex, 221 Palafox Place Pensacola, FL 32502.

Monday through Friday hours for coverage will be from 7:00 a.m. to 6:00 p.m. Hours may be extended as needed for Board Meetings, Special Elections, Homestead Exemptions, Special Events, etc.

Metal detectors at the COB Building, 2251 North Palafox Street, Pensacola, Florida 32501 from 7:30 a.m. until 5:30 p.m., Monday through Friday.

Irregular hours for the West Florida Public Library, 239 West Gregory Street, Pensacola, Florida 32501.

The bidder shall review the flow of traffic to determine the staffing requirements to maintain adequate coverage during the hours of operation so as not to cause undue delay for persons entering the building.

Metal Detectors, X-Ray equipment and camera surveillance system will be provided by Escambia County Board of County Commissioners if required.

A typical schedule during the week at the **MC Blanchard Judicial Center** is:

Monday – 4-5 officers at the front entrance from 7:30AM-10:00AM. After 10:00AM, cut back to 3-4 officers at the front entrance for the remaining part of the day. One officer at the rear entrance (delivery/handicap/employee entrance) from 7:30AM-5:30PM.

Tuesday through Friday – 3-4 officers at the front entrance and one officer at the rear entrance from 7:30AM-5:30PM.

Tuesday and Wednesday – at least one officer is need at the front entrance from 6:30AM-7:30AM for early Court.

A typical schedule during the week at the **Juvenile Justice Center (JJC)** is:

Monday through Friday – 2 officers at the primary entrance from 7:30AM-5:30PM.

Monday – at least one officer is need until 6:30PM or 7:30PM for late Court.

A typical schedule during the week at the **COBB facility** is:

Monday through Friday – one officer at the primary entrance from 7:30AM-5:30PM

Please note the hours are subject to change as Court may extend beyond 5:30PM on a daily basis.

Listed below are the current total average (last four months) hours for each facility per month:

MC Blanchard – 798 Officer hours and 146 Supervisor hours

JJC – 345 Officer hours

COBB – 169 Officer hours

SPECIFIC REQUIREMENTS OF THE SECURITY GUARDS

The Contractor shall provide Security Guards as requested by the county agency.

The Security Guards shall be neat and clean in attire and person and shall always wear a uniform and badge while on duty.

The Security Guards shall perform all general security duties in accordance with the instructions furnished by the County Agency.

The contractor's security guards shall, at a minimum, maintain an hourly shift log and a floor inspection log.

The duties of the Security Guards shall not be limited to those listed herein and are subject to change at the reasonable discretion of the County Agency and approved by the Contractor.

OTHER REQUIREMENTS

The Contractor shall provide uniforms, badges and firearms (if required) to the Security Guards.

The contractor shall obtain prior approval from the County Agency on the style and color of uniforms.

The contractor shall provide the appropriate clothing to the Security Guards for all types and weather.

The contractor shall be a licensed security contractor in the State of Florida

The contractor shall have a minimum of five (5) year work history.

Security Guards shall be employees of the contractor.

The contractor shall assume all financial responsibilities for security guards furnished for the contract including but not limited to:

All salaries

All payroll costs

All training cost

All equipment and uniforms

All Social Security Taxes

All Federal and State Unemployment Insurance

Any and all similar taxes and expense related to security guards.

The Contractor will be required to fully comply with all applicable federal, state, and local regulations and laws including providing relief for employees to have lunch/restroom breaks.

Governmental Building Complex:

See the attached Revised BCC 2011 Holiday Calendar (Exhibit "B" Addendum 1) for the BCC/ 2nd & 4th FL (same for Property Appraiser/3rd FL) and the Clerk of Courts (COC) /1st FL. There is occasion when the COC may be open for business on a holiday when the BCC and PA are not. We have also attached the COC holiday calendar (Exhibit "C" Addendum 1).

As for any security overtime charges, there is not an overtime charge for exceeding a set number of hours per week/month for the facility. Any overtime charges would be for a specific employee assigned to the facility who may have exceeded 40 hours for the week. Because of the staffing and rotation of officers, it is very unusual for us to have an overtime charge. If an employee accrues over 40 hours a week because of Securitas' scheduling and not ours, it is covered by Securitas rather than us.

Based on monthly invoices, the average is probably around 60 hours per week. The normal schedule is 7 am – 6 pm Monday thru Friday. However we do have extended hours for BCC meeting days (1st and 3rd Thursdays), 1st and 2nd Budget Hearings/September, Saturdays Jan-Feb/Property Appraiser, Saturdays/SOE poll worker trainings and election nights, MSPB hearings (as needed, but no more than once a month), and other special meetings of the Board as needed.

EXHIBIT "C"



BCC 2016 HOLIDAY CALENDAR

New Year's Day	Friday, January 1, 2016
Martin Luther King, Jr. Day	Monday, January 18, 2016
Presidents' Day	Monday, February 15, 2016
Good Friday	Friday, March 25, 2016
Memorial Day	Monday, May 30, 2016
Independence Day	Monday, July 4, 2016
Labor Day	Monday, September 5, 2016
Veterans Day	Friday, November 11, 2016
Thanksgiving	Thursday, November 24, 2016 Friday, November 25, 2016
Christmas	Friday, December 23, 2016 Monday, December 26, 2016
Floating Holiday	*Discretionary leave to be used by the employee between 01/01/16-12/31/16 with their supervisor's approval
New Year's Day	Monday, January 2, 2017
Martin Luther King, Jr. Day	Monday, January 16, 2017

In accordance with the BCC Human Resources Policies and Procedures, Section 4.4, subject to the approval of the County Administrator, one holiday may be exchanged for another provided the total number of holidays is kept equitable among all employees.

www.myescambia.com/events

EXHIBIT "C"
CONTINUATION

CLERK OF THE CIRCUIT CLERK - COMPTROLLER'S OFFICE

Friday	01/01/2016	New Year's Day
Monday	01/18/2016	Dr. Martin Luther King Day
Monday	02/15/2016	President's Day
Friday	03/25/2016	Good Friday
Monday	05/30/2016	Memorial Day
Monday	07/04/2016	Independence Day
Monday	09/05/2016	Labor Day
Monday	10/03/2016	Rosh Hashanah (All Judicial/Court Departments)
Wednesday	10/12/2016	Yom Kippur (All Judicial/Court Departments)
Friday	11/11/2016	Veteran's Day
Thursday	11/24/2016	Thanksgiving Day
Friday	11/25/2016	Day after Thanksgiving
Friday	12/23/2016	Friday before Christmas (BOCC Building Only : Includes Official Records, Passports, Tax Deeds, Finance, Clerk to the Board)
Monday	12/26/2016	Day after Christmas