

## **SEALED BID • DO NOT OPEN**

SEALED BID NO.: 21-0077-B RO

BID TITLE: Security Guard Services-Tampa Bay  
Purchasing Cooperative


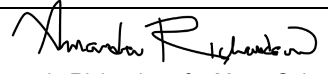
DUE DATE/TIME: December 17, 2020 @ 3:00 P.M.

SUBMIT BY: \_\_\_\_\_  
(Name of Company)

### ***Please Note:***

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase), from which you obtained this bid.

Before submitting your bid/proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 <sup>TH</sup> FLOOR CLEARWATER, FL 33756		<h1>INVITATION TO BID</h1>
ISSUE DATE: <b>November 25, 2020</b>	<b>BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE &amp; TIME WILL NOT BE CONSIDERED</b>	
TITLE: <b>Security Guard Services-Tampa Bay Purchasing Cooperative</b>	BID NUMBER: <b>21-0077-B RO</b>	
SUBMITTAL DUE: <b>December 17, 2020 @ 3:00 P.M.</b> AND MAY NOT BE WITHDRAWN FOR 90 DAYS FROM DATE LISTED ABOVE.	PRE-BID DATE & LOCATION: <b>NOT APPLICABLE</b>	
DEADLINE FOR WRITTEN QUESTIONS: <b>December 8, 2020 BY 3:00 P.M.</b> SUBMIT QUESTIONS TO: <b>Rose Ott at <a href="mailto:erott@pinellascounty.org">erott@pinellascounty.org</a></b> Phone: <b>(727) 464-3154</b>		
<p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u></p> Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.	 Amanda Richardson for Merry Celeste <hr/> <b>MERRY CELESTE, CPPB</b> Division Director Purchasing and Risk Management	

**BIDDER MUST COMPLETE THE FOLLOWING**

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

PAYMENT TERMS: \_\_\_\_% \_\_\_\_DAYS, NET **45** (PER F.S. 218.73) \*BID DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ \_\_\_\_\_

**BIDDER (COMPANY NAME):** \_\_\_\_\_ **D/B/A** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_ **CITY / STATE / ZIP** \_\_\_\_\_

**COMPANY EMAIL ADDRESS:** \_\_\_\_\_

**PHN:** (\_\_\_\_) \_\_\_\_\_ **FAX:** (\_\_\_\_) \_\_\_\_\_

**\*REMIT TO NAME:** \_\_\_\_\_  
 (As Shown On Company Invoice)

**CONTACT NAME:** \_\_\_\_\_

**FEIN#** \_\_\_\_\_

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit [www.sunbiz.org](http://www.sunbiz.org) for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

**PRINT NAME:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID, INCLUDING INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.**

FORMS CHECKLIST	
COPY OF COMPANY INVOICE	<input type="checkbox"/>
W-9 (TAXPAYER ID)	<input type="checkbox"/>

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINT NAME/TITLE:** \_\_\_\_\_

**SEE PAGE 29 - SECTION F FOR BID PRICING SUMMARY**

**THIS FORM MUST BE RETURNED WITH YOUR RESPONSE**

**SECTION A - GENERAL CONDITIONS****1. PREPARATION OF BID:**

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Summary shall be furnished. The bidder should print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the bidder and deemed to have been included in the bid. The Laws of the State of Florida provide that sales and use taxes are payable by the bidder upon the tangible personal property incorporated in the work and such taxes shall be paid by the bidder and be deemed to have been included in the bid.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the vendor.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

**2. DESCRIPTION OF SUPPLIES:**

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

**3. ALTERNATES:**

Unless otherwise provided in an Invitation to Bid or Request for Proposals, ALTERNATIVES may be included in the plans, specifications, and/or proposals. When included, the Bidder or Offerer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Base Bid. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein.

**4. SUBMISSION OF BID:**

- (a) Bids or proposals shall be submitted utilizing Pinellas ePro e-procurement website. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid must be submitted on the forms furnished. Emails and facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by emails and facsimile notice.

**SECTION A - GENERAL CONDITIONS****5. REJECTION OF BID:**

- (a) The County may reject a bid if:
1. The bidder misstates or conceals any material fact in the bid.
  2. The bid does not strictly conform to the law or requirements of bid, including insurance requirements.
  3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The respective constitutional officer, county administrator on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all bids or parts of bids at any stage of the procurement process through the award of a contract.
- (c) The County reserves the right to waive minor informalities or irregularities in any bid.

**6. WITHDRAWAL OF BID:**

- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

**7. LATE BID OR MODIFICATIONS:**

- (a) Bid and modifications received after the time set for the bid submittal will not be considered. This upholds the integrity of the bidding process.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

**8. PUBLIC REVIEW AT BID OPENING:**

**Pursuant to Florida Statute, Section 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.**

**9. BID TABULATION INQUIRIES:**

Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting Pinellas ePro or calling the Purchasing Office. Tabulations will be posted on the Purchasing Website ([www.pinellascounty.org/purchase/Current\\_Bids1.htm](http://www.pinellascounty.org/purchase/Current_Bids1.htm)) after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

**10. AWARD OF CONTRACT:**

- (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. See Rejection of Bids.
- (c) If two or more bids received are for the same total amount or unit price, or in the case of proposals, the qualifications, quality and service are equal, the contract shall be awarded to the local bidder/proposer. A local firm is defined as a firm with headquarters in geographical Pinellas County. Headquarters shall mean the office location that serves as the administrative center and principal place of business. If two or more bids received are for the same total amount or unit price or in the case of proposals, the qualifications, quality and service are equal and no firms are deemed local, then the contract shall be awarded by drawing lots in public.
- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.

**SECTION A - GENERAL CONDITIONS**

11. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR:**  
Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.
12. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**  
The laws of the State of Florida apply to any purchase made under this Invitation to bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
13. **PROVISION FOR OTHER AGENCIES:**  
Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.
14. **COLLUSION:**  
The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
15. **CONTRACTOR LICENSE REQUIREMENT:**  
All contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or contract award.
16. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:**  
If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful bidder shall provide a Material Safety Data Sheet at the time of each delivery.
17. **RIGHT TO AUDIT:**  
Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-176(j). Records should be maintained for five (5) years from the date of final payment.
18. **PUBLIC ENTITY CRIME AND SCRUTINIZED COMPANIES:**  
Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

## SECTION A - GENERAL CONDITIONS

**19. COUNTY INDEMNIFICATION:**

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- b) Unless specifically prohibited by Florida Law, the successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.
- c) The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the COUNTY and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the CONSULTANT. The CONSULTANT'S obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

**20. VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.

**21. ADA REQUIREMENT FOR PUBLIC NOTICES:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

**22. "OR EQUAL" DETERMINATION:**

Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized person.

**23. INSURANCE:**

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C). Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

**SECTION A - GENERAL CONDITIONS****24. PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

Pinellas County wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5,000 or less, or recommending a purchase in excess of \$5,000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all bids over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

**DEFINITIONS:**

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

**25. ASBESTOS MATERIALS:**

The contractor shall perform all work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful bidder. The contractor must keep this copy on site at all times during the actual demolition.

<b>SECTION A - GENERAL CONDITIONS</b>
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26. **PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**INVOICE INFORMATION:**

<b>Supplier Information</b>	Company name, mailing address, phone number, contact name and email address as provided on the PO
<b>Remit To</b>	Billing address to which you are requesting payment be sent
<b>Invoice Date</b>	Creation date of the invoice
<b>Invoice Number</b>	Company tracking number
<b>Shipping Address</b>	Address where goods and/or services were delivered
<b>Ordering Department</b>	Name of ordering department, including name and phone number of contact person
<b>PO Number</b>	Standard purchase order number
<b>Ship Date</b>	Date the goods/services were sent/provided
<b>Quantity</b>	Quantity of goods or services billed
<b>Description</b>	Description of services or goods delivered
<b>Unit Price</b>	Unit price for the quantity of goods/services delivered
<b>Line Total</b>	Amount due by line item
<b>Invoice Total</b>	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

27. **TAXES:**

Payments to Pinellas County are subject to Florida taxes.



**SECTION A - GENERAL CONDITIONS****28. TERMINATION:**

- (a) Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- (b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
- (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
- (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items/services which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

**29. BIDDER CAPABILITY/REFERENCES:**

Prior to contract award, any bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services (SEE SECTION D)

**30. DELIVERY/CLAIMS:**

Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items

**31. MATERIAL QUALITY:**

All materials purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.

**32. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing (electronically) to the Purchasing Department and received by the date specified in the ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid/proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified time frame.

**33. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**

The Contractor shall perform this contract. If a bidder intends to subcontract a portion of this work, the bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement. The Contractor must inform the County in writing within forty-five (45) business days if the Contractor's business entity's name changes. The Contractor will bear all responsibility and waive any rights it may have to relief for any delay in processing a payment associated with the County's inability to issue payment to the Contractor for a business entity name change that the County was not made aware of as reflected herein.

## SECTION A - GENERAL CONDITIONS

34. **EXCEPTIONS:**

Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

35. **NON-EXCLUSIVE CONTRACT:**

Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

36. **PUBLIC RECORDS/TRADE SECRETS:** Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Proposer/Bidder/Quoter desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer/Bidder/Quoter shall provide an additional copy of the proposal/bid/quote that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer/Bidder/Quoter Signature Page, Proposer/Bidder/Quoter acknowledges and agrees:

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer /Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;
- (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award.
- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer/Bidder/Quoter, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer/Bidder/Quoter agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

**Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal/bid/quote document, line item and/or total proposal/bid/quote prices, the work, services, project, goods, and/or products to be provided by Proposer/Bidder/Quoter, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer/Bidder/Quoter is not acceptable to the County and will result in a determination that the proposal/bid/quote is nonresponsive; the classification as trade secret of any other portion of a proposal/bid/quote document may result in a determination that the proposal/bid/quote is nonresponsive.**

<b>SECTION A - GENERAL CONDITIONS</b>
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37. **LOBBYING:**

Lobbying shall be prohibited on all County competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the Purchasing Department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, County government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, County government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the Director.

38. **ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

39. **ADD/DELETE LOCATIONS SERVICES:**

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

40. **INTEGRITY OF BID DOCUMENTS**

Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid.** Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

41. **PUBLIC EMERGENCIES:**

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

**SECTION A - GENERAL CONDITIONS****42. JOINT VENTURES:**

All Bidders intending to submit a bid as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the bid (see Section 489.119 Florida Statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

**43. CONFLICT OF INTEREST:**

- a) The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Bidder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Bidder shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this bid document, the Bidder acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive invitation to bid process.
- b) The Bidder shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Bidder. The County agrees to notify the Bidder of its opinion, by certified mail, within thirty days of receipt of notification by the Bidder.
- c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – **(727) 45FRAUD** (453-7283)  
Fax – 727-464-8386

**SECTION A - GENERAL CONDITIONS****44. PROTEST PROCEDURE:**

As per Section 2-162 of County Code

- (a) *Right to Protest.* A Vendor who is aggrieved by the contents of the bid or proposal package, or a Vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the Director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed.
- (b) *Posting.* The Purchasing Department shall post the recommended award on or through the departmental website.
- (c) *Requirements to Protest.*
- (1) If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after issuance of the bid or proposal package.
  - (2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after posting of the award recommendation.
  - (3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
  - (4) A formal written protest is considered filed with the County when the Purchasing Department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the Purchasing Department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer.
- (d) *Sole Remedy.* These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award.
- (e) *Lobbying.* Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the Purchasing Department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.
- (f) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal.
- (g) *Authority to Resolve.* The Director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full Business Day after the filing thereof.
- (h) *Review of Director's Decision.*
- (1) The protesting party may request a review of the Director's decision to the county administrator by delivering written request for review of the decision to the Director by 5:00 p.m. EST on the fifth full Business Day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the Director.

## SECTION A - GENERAL CONDITIONS

(2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full Business Day after receipt of the request for review. The decision shall be final and conclusive as to the County unless a party commences action in a court of competent jurisdiction.

(i) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

45. **DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
- 1 Requesting department for this purpose is defined as the County department for whom the work is performed.
  - 2 Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

**SECTION A - GENERAL CONDITIONS**

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

46. **PUBLIC RECORDS – CONTRACTOR'S DUTY**

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, [purchase@pinellascounty.org](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

## SECTION B – SPECIAL CONDITIONS

**BID TITLE: Security Guard Services-Tampa Bay Purchasing Cooperative****BID NUMBER: 21-0077 B RO****1. INTENT - COOPERATIVE BID:**

This is a cooperative bid for the purpose of establishing a contract for Security Guard Services to order on an as needed basis by, but not limited to, the following participants:

City of St. Petersburg  
Pinellas County Board of County Commissioners

Award shall be consistent among all of the above agency participants, but each entity shall make their own award. Each participating agency may execute its own contract with the successful bidder in accordance with its respective purchasing policies and procedures. Each participating agency will be responsible for issuing its own purchase order(s), and for order placement.

**2. QUANTITIES:** Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.**3. PRICING/PERIOD OF CONTRACT:** Duration of the contract shall be for a period of sixty (60) months with unit prices held firm for the first thirty-six (36) months of the contract. One (1) price adjustment will be allowed for the remaining twenty-four (24) months in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 or 3%, whichever is less.

It is the vendor's responsibility to request any pricing adjustment under this provision. The vendor's request for adjustment must be submitted at least three (3) months prior to the thirty-seventh (37) month from contract award. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without pricing adjustment. Any adjustment request received after the thirty-seventh (37) month from contract award may not be considered.

**4. NON-MANDATORY SITE VISITS:** Site visits can be scheduled by contacting the below Agency/Department. All site visits must take place before the question deadline.

City of St. Petersburg: Adam Williams at (727) 551-3186  
Pinellas County Clearwater Complex: Larry Markunas at (727) 464-3916  
Pinellas County South County Service Center: Mitch Gryboski at (727) 582-7745  
Pinellas County St. Petersburg Complex: Mitch Gryboski at (727) 582-7745  
Keller Water Treatment Plant: Royce Rarick at (727) 453-6992 or Gary Dzedzic at (727) 453-6979

**5. PRE-COMMENCEMENT MEETING:**

Upon award of bid, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific contract details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

**6. HOLIDAYS:** County designated Holidays shall be staffed according to the agreed upon weekend schedule.

The following are County designated holidays:



## SECTION B – SPECIAL CONDITIONS

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	
Christmas Day	December 25

If Christmas or New Year's Day shall fall on Tuesday or Thursday, the preceding Monday or following Friday shall also be recognized as a holiday. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday, and if any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.

7. **BREACH OF CONTRACT:** Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the County shall constitute breach of contract.

8. **PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR:** The Contractor is responsible for (1) determining and paying any fees that may be necessary to perform this contract and (2) determining and acquiring any and all permits and licenses required by any Federal, State or local government entity, agency or board that may be necessary to perform this contract. The Contractor shall maintain any and all permits and licenses required to complete this contract.

9. **SUBMISSION OF BIDS:**

The preferred method is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning.

**Instructions for Providing Files in PDF Format to Pinellas County Government**

**A. How do I convert my files to PDF format?**

**Answer-** If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

**B. Should I scan everything and save as PDF?**

**Answer-** Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible\* under Federal ADA guidelines (\*unless the scans are OCR.)

**SECTION C – INSURANCE REQUIREMENTS**

The recommended vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your bid submittal deemed non-responsive.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) Bidder shall email certificate that is compliant with the insurance requirements to [erott@pinellascounty.org](mailto:erott@pinellascounty.org). If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.
- c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@ididata.com](mailto:PinellasSupport@ididata.com) by the Bidder or their agent prior to the expiration date.
  - (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer. Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Bidder of this requirement to provide notice.
  - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

**SECTION C – INSURANCE REQUIREMENTS**

- g) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.

Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).

**SECTION C – INSURANCE REQUIREMENTS**

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

(3) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

(4) Crime/Fidelity/Financial Institution Insurance coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

Limits

Each Occurrence	\$ 100,000
General Aggregate	\$ 100,000

(5) Property Insurance Bidder will be responsible for all damage to its own property, equipment and/or materials.

**SECTION D – VENDOR REFERENCES**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR BID MAY BE REVIEWED AND PROPERLY EVALUATED.

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

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

HOW LONG IN PRESENT LOCATION: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TOTAL NUMBER OF CURRENT EMPLOYEES: \_\_\_\_\_ FULL TIME \_\_\_\_\_ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: \_\_\_\_\_

**All references will be contacted by a County Designee via email, fax or phone call to obtain answers to questions, as applicable before an evaluation decision is made.**

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

**1.**  
**COMPANY:**  
\_\_\_\_\_

**ADDRESS:**  
\_\_\_\_\_

**TELEPHONE/FAX:**  
\_\_\_\_\_

**CONTACT:**  
\_\_\_\_\_

**CONTACT EMAIL:**  
\_\_\_\_\_

**2.**  
**COMPANY:**  
\_\_\_\_\_

**ADDRESS:**  
\_\_\_\_\_

**TELEPHONE/FAX:**  
\_\_\_\_\_

**CONTACT:**  
\_\_\_\_\_

**CONTACT EMAIL:**  
\_\_\_\_\_

**3.**  
**COMPANY:**  
\_\_\_\_\_

**ADDRESS:**  
\_\_\_\_\_

**TELEPHONE/FAX:**  
\_\_\_\_\_

**CONTACT:**  
\_\_\_\_\_

**CONTACT EMAIL:**  
\_\_\_\_\_

**4.**  
**COMPANY:**  
\_\_\_\_\_

**ADDRESS:**  
\_\_\_\_\_

**TELEPHONE/FAX:**  
\_\_\_\_\_

**CONTACT:**  
\_\_\_\_\_

**CONTACT EMAIL:**  
\_\_\_\_\_

<b>SECTION E – SPECIFICATIONS</b>
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**BID TITLE: Security Guard Services-Tampa Bay Purchasing Cooperative****BID NUMBER: 21-0077-B RO****A. OBJECTIVE**

To secure a contract for security guard services providing protection to County facilities, employees and the public from harm; deter, observe, detect and report incidents in order to protect property and persons from theft, damage, and unlawful activity.

**B. DEFINITIONS**

The term “Contract Administrator” as used herein shall mean the Facility Representative, duly appointed successor, or authorized representative. The Contract Administrator is the main contact person for the contract, and should be contacted with issued involving the specifications, procedures, or issues pertaining to the contract.

The term “Facility Manager” as used herein shall mean the Facility Manager, who oversees a specified number of buildings and designated by the Facility Representative as the duly appointed successor or authorized representative. The Facility Manager provides information regarding his specific buildings and should be contacted with issued pertaining to a particular building.

The term “Contract Manager” means a person, designated in writing by the Vendor, who has complete authority to act for the Vendor during the term of the contract. The Contract Manager shall have the authority to accept notices, inspection reports, and all other correspondences on behalf of the Vendor.

The term “Crew Supervisor” means the person designated to supervise the work and will be on the site at all times routine tasks are being performed.

**C. SPECIAL REQUIREMENTS****1. STANDARD SERVICES AGREEMENT**

The awarded contractor will be required to execute a standard services agreement, attached is a sample. No exceptions to the standard services agreement will be allowed.

**2. SECURITY AND BACKGROUND CHECKS**

All Contractor employees are required to submit to a background check. The background check process shall be completed at least ten (10) days prior to the start of the contract. The Contractor shall be responsible for all costs associated with the background checks. A valid driver license and Social Security card are required for completing the background check and obtaining security clearance. Orientation for the Security Clearance workflow process will be provided to the awardee.

**Step One** – The Contractor shall obtain a Level One Criminal History Records Check through the Florida Department of Law Enforcement (FDLE) for each assigned employee.

**Step Two** – The Contractor shall submit the FDLE Records Check along with a copy of the driver license, Social Security card and completed Sheriff’s Office Security Clearance Application, for each employee, to the Facility Operations support team.

The Pinellas County Sheriff’s Office shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating security clearances for contractor employees. **If a submitted employee is denied for any reason, there is no opportunity to re-apply.**

**Additional Requirements for areas with confidential law enforcement documents and data:**

The Contractor shall submit for fingerprinting all personnel working in any area deemed confidential. The Contractor will schedule through the Facility Operations Support team a time for

<b>SECTION E – SPECIFICATIONS</b>
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the employees to be fingerprinted by the Sheriff's Office. All personnel that have successfully completed fingerprinting are required to complete an online Security and Awareness training.

Additional Requirements exists for the Young-Rainey STAR Center facilities. If applicable, the Contractor will submit to the Raytheon representative the following:

- Original birth certificate
- Original passport (proof that subject is a naturalized citizen of the United States of America)

No copies will be accepted. The Contractor will schedule through the Facility Manager at the STAR Center a time for his employees to present their documents to the Raytheon representative.

The Contractor is responsible to pay for this added clearance requirement. The Raytheon representative shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating security clearances for contractor employees for the Raytheon locations only.

**Step Three** - The Facility Operations Support team will communicate the results of the Sheriff's Office review to the Contractor.

- a) A list of all assigned personnel, showing the employee's full name, address, telephone number, date and place of birth, and driver license or State ID number and their assigned work location shall be submitted to the Facility Operations support team. This list is to be kept current by the Contractor and promptly submitted to the Facility Operations Support team at the beginning of each month. This referenced document is called the Employee Assignment Sheet (EAS). The EAS template will be provided to awardee.
- b) The Contractor shall provide an updated FDLE Level One Criminal History Records Check for all personnel on an annual basis. The annual updates are to be sent to the Facility Operations support team for review by the Sheriff Office. Background check updates shall remain on file at the Contractor's location for three (3) years from the date of the last invoice.
- c) All Contractor employees are required to wear identification (ID) badges, to be furnished by Pinellas County for the various facility sections. The Contractor shall make the employees available for photographs on a schedule to be worked out with the Facility Manager. Access to sites not managed by the Real Estate Management Department needs to be coordinated with the County site representative for the specific department. The badges shall be made by the County before an individual may begin work and only after a favorable security clearance has been received. Contractor employees shall sign each badge at the time of receipt.
- d) The Contractor will notify the respective Facility Manager when an employee badge is lost. It shall be the responsibility of the contractor to pay for replacement badges at the rate of \$10.00 per badge. No employee shall be allowed to work without a current badge. Any contract employee who does not have proper identification shall be cause for the County to require removal of that employee from the property. The Contractor shall see that all badges are returned to the Facility Manager when employees are dismissed or terminated.

**D. SCOPE**

Satisfactorily provide protection through licensed unarmed security guards to Agency's assigned location(s) against loss or damage from preventable cause, including but not limited to fire, structure, or equipment failure, theft, vandalism, trespass, or other violation of the law.

Services are to be provided exclusively for the purpose of building, grounds, property, persons, and equipment security. The Vendor shall provide all hiring, training, management, supervision, labor, as well as plan, schedule, coordinate, and assure effective performance of all Security Guards Services described herein.

**See Attachment A for all locations and shift hours.**

<b>SECTION E – SPECIFICATIONS</b>
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**E. REQUIREMENTS****1. GUARD QUALIFICATIONS**

- a. Possess a high school diploma or GED certificate
- b. Possess a valid Florida driver's license.
- c. Hold an active Florida Class "D" Security Officer license for the past two (2) years.
- d. Have two (2) years of security guard experience or two (2) years of military or civilian police experience.
- e. Obtain security clearance through the Pinellas County Sheriff's Office as specified in Section C.2.
- f. Be in good physical condition; be able to lift repetitively up to twenty (20) pounds for long periods of time while standing and be able to walk a large multiple story complex for extended periods of time to conduct security rounds within the interior and exterior of the complex.
- g. Possess good communication skills and be proficient in the English language with the ability of full comprehension, speech, and written communication.
- h. Present a professional appearance in clean, neat uniform attire and personal hygiene.
- i. Be professional in conduct; cooperative, respectful, and understanding of diverse populations.
- j. Be able to remain alert throughout the duration of a shift, as well as be able to handle emergency situations such as fire alarms.
- k. Be able to perform all basic tasks and duties as outlined in this contract, as well as, have the ability to acquire knowledge of assigned locations, post duties, rules, regulations, and procedures of the security functions required by the Agency, as set forth in the Operating Manual.
- l. Be able to take orders, follow directions, and write legible reports acceptable to the Facility Manger or Contract Administrator.

**2. SCHEDULING LIMITATIONS**

- a. A watch schedule shall not exceed a twelve (12) period, except where noted on Attachment A shift requirement schedule. Guards shall not be assigned more than one (1) watch period in a twenty-four (24) hour period and shall not be assigned more than six (6) watches in a seven (7) day period. Vendor must have sufficient reserve guards to accommodate coverage needed for assigned guard absence (scheduled and unscheduled) while still maintaining scheduling limitations. This shall include any other watch sites or assignments at other locations by the awarded Vendor.

**3. EQUIPMENT**

- a. The Vendor security guards shall have a complete set of uniforms (pants, shirt, and hat), provided by the Vendor at no additional charge to the Agency. Examples of acceptable uniform specifications include the following:
  - i. White short/long sleeve shirts with affixed Company name and logo
  - ii. Blue/black dress pants
  - iii. Baseball cap with Security embroidered above the brim
  - iv. Cold weather coat with Company emblem and security emblem affixed on the front
  - v. Black shoes and socks
- b. The Vendor shall provide each shift with a cellular phone, charger and two batteries, at no additional charge to the Agency. Cellular phone is to be operational at all times so that when called, it is answered by the guard on duty. If the cell phone breaks or becomes non-functional it will be repaired or replaced within twenty-four (24) hours. The Vendor shall provide a list of all assigned cell phone numbers with guard names to the appropriate Agency. This list shall be kept up to date at all times and changes shall be provided to the Agency immediately.
- c. Agency owned telephone/telephone numbers shall not be used by guards for personal calls. The Agency designated telephone/telephone number may only be used for business purposes.
- d. The Vendor is not required to provide vehicles for patrol purposes.
- e. Vendor owned road ready carts may be requested. Vendor shall provide carts and provide all maintenance and services required. Vendor shall provide adequate insurance per Agency's Risk Management insurance requirements. The cost for these services shall be included in the hourly rate.

**4. TRAINING**

Each Agency will provide orientation training, initial and ongoing on the job training criteria for each location to the Vendor. The following schedule, which has been development from experience utilizing both in-house and



<b>SECTION E – SPECIFICATIONS</b>
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contractual security services shows the time necessary for initial orientation training to a guard of average intelligence and initiative:

Orientation Training Hours Required per Guard: 22.5 to 40 hours

- a. These hours are to be recorded on the Vendor's payroll as training hours.
- b. Each new guard will shadow an existing guard for that location for at least 22.5 hours.
- c. All training hours must be completed within 30 days from the start of training.
- d. The Vendor shall provide documentation to the Agency showing that each guard has completed the required amount of training. This documentation will include proof of:
  1. Training hours
  2. Passing of a written exam
- e. The Vendor shall write and administer a written exam to each trainee at the completion of training. This test will demonstrate the trainees understanding of the duties of the post orders being assigned. These exams will be site specific and approved by the site Facility Manager. There must be a minimum of three (3) alternate tests per site. The Vendor will provide sample copies of the test with the bid submission.

**5. SCHEDULE AND TIMEKEEPING**

- a. Guards must be at their post in ample time to receive information for the previous shift.
- b. Guards shall not be assigned to more than one (1) watch period in a twenty-four (24) hour time period and shall not be assigned more than six (6) watches in a seven (7) day period. This shall include any other watch sites or assignments at other locations by the Vendor.
- c. Guards presented for training and duty must be cleared by the Pinellas County Sheriff's Office prior to any training, shadowing, or duty assignment (See Section E, paragraph C for Security Clearance detail).
- d. The Vendor shall report attendance at all posts to the appropriate site Facility Manager each day.
- e. The Vendor shall provide a copy of a guard's resume and State of Florida D license to the Facility Manager seventy-two (72) hours prior to a guard being assigned to a post.
- f. The Vendor will ensure that no guard is assigned to any post unless the guard has been:
  1. Fully trained for that post
  2. Has passed written test
  3. Approved in writing by the Facility Manager for the building or area
  4. Badged in accordance with the Agency guidelines, including any background and security clearances required.
- g. All guards at all locations shall remain on their assigned posts unless performing authorized duties as listed in the individual site post orders. Guards shall not leave until replaced by a subsequent shift guard.
- h. In case of emergency requiring a guard to leave while on duty, a trained backup guard will be on post before the primary guard leaves.
  1. **Each Facility Manager shall be provided a list of at least three (3) trained back-up personnel, in addition to permanently assigned guards for each location displaying phone numbers, and a copy of each guard's driver license and State of Florida "D" license.**
  2. This list must be kept current at all times.
  3. The trained back-up personnel must not be permanently assigned to any other location under this contract.
- i. Each guard will be required to use specific approved method of time keeping for hours worked. This includes time clocks, card access reports, or written time sheets.
  1. Additional tools for time keeping/shift tracking may be requested by individual site or section Facility Managers. Any costs associated with implanting additional time keeping tools (equipment, installation, etc.) shall be passed on to the Agency with no additional costs or markup.
- j. Time sheets shall be reviewed on a weekly basis for punctuality and accuracy by a Supervisor of the Vendor.
- k. Original time sheets shall be made available on a monthly basis or within twenty-four (24) hours of being requested by the Agency representative.
- l. The time sheet information shall be compared to the monthly billing invoice and payment shall be made based on provided documents
- m. The Agency shall not pay additional costs incurred due to security personnel signing in early or signing out late, unless requested by the Agency.

<b>SECTION E – SPECIFICATIONS</b>
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**6. UNARMED GUARD DUTIES**

It is hereby noted that the duties and responsibilities of Security Guards on Agency property include but are not limited to the following. Policy and procedure changes and additions made by the Facility Operations Manager will be appropriately conveyed by the Facility Manager or Contract Administrator and will be followed by all Security Guards.

- a. Patrol indoor and outdoor assigned area including building perimeter, parking lots, and garages monitoring and detecting any suspicious activity following scheduled tours.
- b. Read and comprehend the entire contract, post orders and special orders as provided to each location for the Vendor. All instructions found in the information Activity clipboard/book, kept at the security guard station, are to be known and followed by guards on duty.
- c. Permit building entrance to authorized persons (Agency employees showing ID, contract personnel approved through the Facility Manager or Contract Administrator) recording entrance on approved forms (sign in sheet, Security Officer Activity Sheet). This will include person, time of entrance and exit, and building and area visited. In buildings with card access, the guards will be called when an employee enters and leave the building.
- d. Ensure that all entryway and exits are operational after normal business hours.
- e. Open and secure all doors for pest control vendor when the service occurs. Guard is required to escort technician when service is rendered at all locations. Observe and cooperate with contractual custodial services and other vendors, providing access where necessary (Commissioner's offices, County Administrator's offices, etc.), as specified by the Facility Manager.
- f. Answer telephones at the guard stations and provide routine information to the public upon request.
- g. Secure all exposed equipment such as vehicles, exterior generators, chillers, and police the area when courts or meetings run late. Prepare the area for the next business day.
- h. Operate security screening and security camera equipment. Use the security camera system to watch employees leaving the premises and walking to their vehicle after business hours.
- i. Turn off lights when rooms are not in use.
- j. Learn the operation and the security personnel's responsibilities in the event of a fire alarm.
- k. Be able to identify and operate proper electrical breakers and switches for night and weekend operation.
- l. Check fire extinguishers once per month for charge, inspection date, and proper stationing. Guards will initial and date each unit at time of check. Proper tags will be provided by Facility Management. Report any expired, discharge, or otherwise non-functional extinguishers and/or cabinets on daily log reports.
- m. Ensure that all designated Agency vehicles are locked. Any unsecure vehicles are to be included in the daily guard report.
- n. Monitor losses occurring through theft or causality, if safe to do so, without personal danger, and without apprehending the wrong-doer.
- o. Turn off water to any overflowing fixture. Report to the Facility Manager or Contract Administrator any flooding conditions.
- p. Provide written reports to the Facility Manager detailing any incident or hazard reports including burnt out lights, improperly working doors and locks, building leaks, any apparent functional abnormality of mechanical, electrical or plumbing systems, or suspected or observed theft or vandalism.
- q. Raise and lower American and State flags as needed under the directive of the Governor or County Administrator.
- r. Notify the responsible authority including local police when an incident required immediate attention outside of the guard's contractual actions or jurisdiction. Notify the appropriate contact/stand-by person as per the post orders and the Agency provided contact list. Provide location of needed service, a person's name, telephone contact number at the site needing service, and what service is requested.
- s. Assist Agency personnel during special events to arrange furniture and/or equipment to accommodate scheduled functions, direct traffic, and facilitate crowd control when necessary.
- t. Perform any other related work as required and assigned within the scope of work.

**The following are prohibited:**

- a. Possession of a weapon(s) by unarmed officers. This includes carrying of personal weapons with a concealed carry permit.
- b. Leaving assigned location unguarded.
- c. Radio, television, or online media entertainment, or recreational reading while on duty.

## SECTION E – SPECIFICATIONS

- d. Alcoholic beverages or illegal substances brought on or consumed upon Agency property.
- e. Smoking in any building, or any area other than designated smoking areas.
- f. Personal visitors during duty hours.
- g. Using equipment except to fulfill duties, without explicit permission from the Facility Manager or Contract Administrator. This refers to, but is not limited to: computers, stoves, refrigerators, ovens, typewriters, calculators, copiers, fans, heaters, tools, materials, photographic or video equipment, and telephones.
- h. Opening drawer or using desk, cabinets, or furniture other than those assigned for security duties.
- i. Sleeping or napping.
- j. Using personal cell phone for personal calls or use during work shift.
- k. Using earphones or headphones.

### 7. **SUPERVISION**

#### Contract Manager

- a. Vendor shall assign one (1) Contract Manager to oversee all locations contained in this contract.
- b. The Contract Manager shall have decision-making authority for the Vendor. Specifically, the Contract Manager shall have the authority and responsibility to terminate, schedule, discipline, secure back up guards when necessary, fill in at guard posts temporarily if necessary (two (2) hours maximum), effect response to duly presented security requests from Agency personnel, and perform all supervisory functions associated with proper control of a guard force in the field. Hiring, scheduling, directing, controlling, and discharging of all guards shall be the sole function, responsibility, and expense of the Vendor.
- c. The Contract Manager must meet with each Agency and or Department Representative at a minimum of once each month as directed by the local Facility Manager or Contract Administrator.
- d. The Contract Manager is not to be the same individual as the Crew Supervisor.
- e. The Contract Manager shall provide current contact information to the Contract Administrator to allow for timely communication between parties.
- f. The Contract Manager is not a billable position.

#### Crew Supervisor

- a. Vendor shall assign one (1) Crew Supervisor for each location.
- b. The Crew Supervisor will possess all of the Guard Qualifications as described above.
- c. The Crew Supervisor must work on site and be counted as one of the minimum number of personnel required.
- d. The Crew Supervisor will be fully trained for all shifts under the supervisor's control and shall have decision making authority for the Vendor on matters concerning the supervisor's area. The Crew Supervisor must have authority and responsibility to remove personnel from posts, schedule, and secure back-up guards when necessary, fill-in at guard posts temporarily if necessary, respond to security requests from Agency personnel, and perform all supervisory functions associated with proper control of a guard force in the field.

### **F. SPECIAL ASSIGNMENTS**

- 1. Adding and Deleting locations/space: All Agencies reserve the right to add or delete service locations to the contract at any time via written authorization from the Facility Manager and an approved Purchase Order update. The Contract Administrator will provide the Vendor written notice no less than five (5) full working days in advance of the areas to be added or deleted. Additional security services will be provided at the same hourly charge provided in the Bid Summary. Vendor shall have a new guard assigned and reporting to any new location within five (5) working days of Purchase Order receipt, unless the assignment is deemed an emergency.
- 2. Temporary Assignments: Agency may request temporary guard assignment as and when required. The Agency shall provide the Vendor with a minimum notice of temporary assignment need within two (2) working days before assignment is needed. The Agency shall provide the Vendor with the estimated length of assignment at the time of request; however, the length of assignment may be extended at the Agency discretion. The Agency will give a minimum of two (2) working days' notice before the end of any temporary assignment. Temporary assignments shall be billed at the same standard hourly rate as submitted in the Bid Summary.

<b>SECTION E – SPECIFICATIONS</b>
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3. Emergency Response: To account for emergency requests, the Vendor shall have a minimum of five (5) guards on reserve at all times. The Vendor shall utilize reserve guards (that have been fully trained and background cleared) to cover the required location within 24 hours.

If there is an emergency and the Agency is unable to provide the vendor with five (5) working days in advance for additional services, the Vendor is then entitled to a ten percent (10%) premium increase in the hourly rate charged herein for that particular location for the next five (5) working days following the start of the additional service. Thereafter, remaining service will be returned to the standard hourly charge quoted in the Bid Summary.

#### **G. CONTRACT DEDUCTIONS**

1. Guard Availability: In the event a guard is not available for any assigned, temporary, or emergency assignment, the Agency may deduct from the next available invoice the amount of \$50 per day that not guard is available. This daily deduction shall continue until coverage is in place and may constitute a breach of contract.
2. Key and Badge charges
  - a. There will be a charge of seven dollars (\$7.00) for each broken or lost key.
  - b. There will be a charge of ten dollars (\$10.00) for each broken or lost ID badge or access card.

#### **H. SECURITY CLEARANCES AND DOCUMENTATION**

1. All persons working under this contract shall complete the required background checks and clearances as outlined by each Agency.
2. The Vendor shall provide identification as required. No contracted employee will be allowed to work in Agency buildings or facilities until clearance is received and ID badge is made. Badges are to be worn at all times when contract employees are working in buildings. The Vendor shall see that all badges are returned to the Facility Manager when employees are dismissed or terminated. The Vendor will immediately notify the Facility Manager when a badge is lost. It will be the responsibility of the Vendor to pay for replacement if badges at the rate of ten dollars (10.00) per badge. **No employees will be allowed to work without a current badge.**
3. An itemized list of personnel assigned to each location, showing the employee's full name, address, telephone number, date and place of birth, and driver's license number, shall be submitted to the Facility Manager. This list is to be kept current by the Vendor and promptly updated as necessary.
4. The Vendor shall ensure that all required reports and paperwork are filled out in accordance to instructions of the Facility Manger and submitted on time. The Vendor is responsible to write and updated each location's post orders. These post orders will on become official when approved and counter signed by the Facility Manager.

#### **I. UTILITIES REQUIREMENTS**

All specifications in the bid documents are applicable for the Keller Water Treatment Facility (Keller) location. Areas below are in addition to or an exception to the above requirements:

1. All guards assigned to Keller must pass a Level 2 background check, including fingerprinting.
2. Vendor shall provide and install a reporting system to allow for guard check at various locations during patrol. System requirements and check points shall be coordinated with the designated Utilities Facility Manager.
3. Roving Patrol-Assigned guards will perform patrol around the entire Keller plant facility, including surrounding areas as directed. Rounds to be performed at two locations within the plant complex, approximately ¾ of a mile apart.

**SECTION E – SPECIFICATIONS**

4. Vendor shall provide guard transportation in the form of a road ready golf cart, including fully operational lights. Vendor shall be responsible for all maintenance, upkeep, safety precautions, training, insurance, and all other operational activities in relation to the provided cart. The cost for these services shall be included in the hourly rate. Secure storage area for the cart will be provided by the County.

<b>SECTION F – BID SUMMARY</b>
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**BID TITLE: Security Guard Services-Tampa Bay Purchasing Cooperative**

**BID NUMBER: 21-0077-B RO**

Description	Estimated Annual Hours (A)	Billing Rate Per Hour (B)	Total (A x B)
Unarmed Security Guard	59,085	\$	\$
Crew Supervisor	18,720	\$	\$
		<b>Annual Sub-Total</b>	<b>\$</b>
		<b>X 5 Years Total</b>	<b>\$</b>

**UNSPECIFIED AMOUNT: \$50,000.00 (\$25,000.00 Pinellas County and \$25,000.00 Co-op)**

Unspecified work is defined as services that may be required due to unexpected conditions or events, including options listed above. Unspecified work is not guaranteed as part of the contract and must be properly authorized by the County before performed. Unspecified will not exceed \$25,000.00 per Agency over the five (5) year term of the contract. Unspecified items will not be used to determine award and are not guaranteed to be used.

Item Checklist to Provide with Bid	
Copies of State of Florida D Licenses for each employee	
Pictures of proposed uniform consisting of shirt, dress pants, cap, cold weather coat and black shoes	
Two (2) sample written training exams test as described in Training (E,4,e)	
Addenda acknowledgment form if applicable	
Page 1 – Signature Page	
Insurance Requirements per Section C	
Completed W-9 Form	
Page 29 - Section F- Bid Summary	

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (<http://www.flsenate.gov/Laws/Statutes/2011/607.1501>).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit [www.sunbiz.org](http://www.sunbiz.org) for this information on how to become registered.

**SECTION F – BID SUMMARY**

**BID TITLE: Security Guard Services-Tampa Bay Purchasing Cooperative**

**BID NUMBER: 21-0077-B RO**

**Electronic Payment (ePayables)**

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See Section A, number 26.

Would your company accept to participate in the ePayables credit card program?

Yes

No

For more information about ePayables credit card program please visit Purchasing Department website [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Phone Number

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Substitute Form W-9

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Business name, if different from above
Check appropriate box: Individual/Sole proprietor, Corporation, Partnership, Limited liability company, Other
Address (number, street, and apt. or suite no.)
City, state, and ZIP code
List account number(s) here (optional)
Requester's name and address (optional)
Exempt payee

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person Date

\*Instructions to Form W-9 available upon request.

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.





**SECTION H – STATEMENT OF NO BID**

**NOTE:** If you do not intend to bid on this requirement, please complete this form. ***Thank you.***

We, the undersigned have declined to submit a bid for No. **21-0077-B RO** for **Security Guard Services-Tampa Bay Purchasing Cooperative.**

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond requirement.
- Specifications unclear (explain below).
- Unable to Meet Insurance Requirements.
- Remove Us from Your "Notification List" Altogether
- Other (specify below).

REMARKS:

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We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

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

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TYPED NAME OF ABOVE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

	LOCATION	DESCRIPTION	WEEKDAY (M - F) HOURS	WEEKEND (SAT & SUN) & HOLIDAY HOURS	REQUIRED PERSONNEL	DAILY HOURS	WEEKLY HOURS	
<b>PINELLAS COUNTY LOCATIONS</b>								
1	Clearwater Complex	8 Multi-story Bldgs.	12:00 AM - 8:00 AM		2	16	80	
	315 Court St	5 Single Story Bldgs.	8:00 AM - 4:00 PM		1	8	40	
	Clearwater, FL 33756	10 Parking Lots	4:00 PM - 12:00 AM		2	16	80	
		Extensive Grounds			12:00 AM - 12:00 PM	1	12	24
	Larry Markunas				12:00 PM - 12:00 AM	1	12	24
	727-464-3916				7:30 AM - 7:30 PM	1	12	24
	<a href="mailto:lmarkuna@pinellascounty.org">lmarkuna@pinellascounty.org</a>			<b>TOTAL</b>	<b>8</b>	<b>76</b>	<b>272</b>	
2	South County Service Center	1 Single Story Bldg.	5:00 PM - 9:30 PM		1	4.5	22.5	
	1800 66th St N	1 Parking Lot						
	St. Petersburg, FL	Limited Grounds						
	Mitch Gryboski							
	727-582-7745							
	<a href="mailto:mgryboski@pinellascounty.org">mgryboski@pinellascounty.org</a>			<b>TOTAL</b>	<b>1</b>	<b>4.5</b>	<b>22.5</b>	
3	St. Petersburg Complex	3 Multit-story Bldgs.	12:00 AM - 8:00 AM		1	8	40	
	501 1st Ave N	5 Parking Lots	8:00 AM - 4:00 PM		1	8	40	
	647 1st Ave N	Secured Parking	4:00 PM - 12:00 AM		1	8	40	
	545 1st Ave N		6:00 AM - 2:00 PM		1	8	40	
	St. Petersburg, FL		2:00 PM - 10:00 PM		1	8	40	
			10:00 PM - 6:00 AM		1	8	40	
	Mitch Gryboski				12:00 AM - 8:00 AM	1	8	16
	727-582-7745				8:00 AM - 4:00 PM	1	8	16
		<a href="mailto:mgryboski@pinellascounty.org">mgryboski@pinellascounty.org</a>			4:00 PM - 12:00 AM	1	8	16
					6:00 AM - 2:00 PM	1	8	16
					2:00 PM - 10:00 PM	1	8	16
					10:00 PM - 6:00 AM	1	8	16
				<b>TOTAL</b>	<b>12</b>	<b>96</b>	<b>336</b>	
4	Keller Water Treatment Plant	Gate Duty	6:00 AM - 6:00 PM		1	12	60	
	3655 Keller Circle	Evening Roving Patrol	6:00 PM - 6:00 AM		1	12	60	
	Tarpon Springs, FL	Extensive Grounds						
					6:00 AM - 6:00 PM	1	12	24
	Royce Rarick				6:00 PM - 6:00 AM	1	12	24
	727-453-6992							
	<a href="mailto:rrarick@pinellascounty.org">rrarick@pinellascounty.org</a>			<b>TOTAL</b>	<b>4</b>	<b>48</b>	<b>168</b>	

	LOCATION	DESCRIPTION	WEEKDAY (M - F) HOURS	WEEKEND (SAT & SUN) & HOLIDAY HOURS	REQUIRED PERSONNEL	DAILY HOURS	WEEKLY HOURS
<b>CITY OF ST. PETERSBURG LOCATIONS</b>							
5	Sanitation Department 2001 28th St. North St. Petersburg, FL 33713	Sanitation Complex	3:00 PM - 7:00 AM (Monday-Thursday)		1	16	64
	Adam Williams 727-551-3186 <a href="mailto:adam.williams@stpete.org">adam.williams@stpete.org</a>						
			3:00 PM - 7:00 AM	1	16	32	
			<b>TOTAL</b>	<b>2</b>	<b>32</b>	<b>96</b>	
6	Fleet Management 1800 7th Ave., N St. Petersburg, FL 33713	Fleet Complex	3:00 PM - 7:00 AM		1	16	80
			3:00 PM - 7:00 AM	1	16	32	
			<b>TOTAL</b>	<b>2</b>	<b>32</b>	<b>112</b>	
7	South Community Library 2300 Roy Hanna Dr., S St. Petersburg, FL 33712	Library Complex	12:45 PM - 6:15 PM ( M/W/F)		1	5.5	16.5
			2:45 PM - 8:15PM T/Thr	1	6.5	13	
			<b>TOTAL</b>	<b>2</b>	<b>12</b>	<b>29.5</b>	
8	Mirror Lake Library 280 5th Street North St. Petersburg, FL 33701	Library Complex	12:15 PM - 8:15 PM (M/W)		1	8	16
			10:15 AM - 6:15 PM (T/Thr/F)	1	8	24	
			10:00 AM - 6:15 PM (Sat)	1	8.25	8.25	
			<b>TOTAL</b>	<b>3</b>	<b>24.25</b>	<b>48.25</b>	
9	Main Library 3745 9th Ave North St. Petersburg, FL 33713	Library Complex	12:15 PM - 6:15 PM (M/W/F )		1	6	18
			12:15 PM - 8:15 PM (T/Thr)	1	8	16	
			12:15 PM - 6:15 PM (Sat)	1	6	6	
			<b>TOTAL</b>	<b>3</b>	<b>20</b>	<b>40</b>	
10	James Weldon Library 1059 18th Ave., S St. Petersburg, FL 33705	Library Complex	12:15 PM - 6:15 PM (Fri)		1	6	6
			<b>TOTAL</b>	<b>1</b>	<b>6</b>	<b>6</b>	
11	North Community Library 861 70th Ave North St. Petersburg, FL 33702	Library Complex					
			12:15 PM - 6:15 PM (Sat)	1	6	6	
			<b>TOTAL</b>	<b>1</b>	<b>6</b>	<b>6</b>	

**SERVICES AGREEMENT**

**THIS SERVICES AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and \_\_\_\_\_, \_\_\_\_\_ (“Contractor”) (individually, “Party,” collectively, “Parties”).

**WITNESSETH:**

**WHEREAS**, the County requested proposals pursuant to 21-0077-B RO (“BID”) for Security Guard Services-Tampa Bay Purchasing Cooperative; and

**WHEREAS**, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

**WHEREAS**, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

**1. Definitions.**

**A. “Agreement”** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

**B. “County Confidential Information”** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, any other information designated in writing by the County as County Confidential Information.

**C. “Contractor Confidential Information”** means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

**D. “Contractor Personnel”** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

**E. “Services”** means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

**2. Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

**3. Services.**

**A. Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

**B. Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from designee.

**C. Additional Services.** From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

**D. De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

**E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

**F. Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

**G. Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

**4. Term of Agreement.**

**A. Initial Term.** The term of this Agreement shall commence on

the Effective Date;

and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.

**B. Term Extension.**

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

**5. Compensation and Method of Payment.**

**A. Services Fee.** As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 (“Services Fee”), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

**B.** The County agrees to pay the Contractor the not-to-exceed sum of \$\_\_\_\_\_, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit \_\_\_\_\_, payable upon submittal of an invoice as required herein.

**C. Travel Expenses.**

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

**D. Taxes.** Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

**E. Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to (select appropriate box):

as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.” The County may dispute any payments invoiced by Contractor in accordance with the County’s Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

**6. Personnel.**

**A. Qualified Personnel.** Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

**B. Approval and Replacement of Personnel.** The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal

within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

## 7. Termination.

### A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

### B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

**C. Termination for Convenience.** Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.



## 9. **Confidential Information and Public Records.**

**A. County Confidential Information.** Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

**B. Contractor Confidential Information.** All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

**C. Public Records.** Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, [purchase@pinellascounty.org](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

**10. Audit.** Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

### **11. Compliance with Laws.**

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**12. Public Entities Crimes**

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

**13. Liability and Insurance.**

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

**14. County's Funding.** The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

**15. Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Contract Administration Coordinator or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to *[Bidder]* \_\_\_\_\_. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

**16. Subcontracting/Assignment.**

**A. Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

**B. Assignment.**

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

**17. Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

**18. Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

For Contractor:

Attn: Holly Conner, Contract  
Administration Coordinator  
Dept of Administrative Services  
509 East Avenue South  
Clearwater, FL 33756

Attn:

with a copy to:  
Division Director of Purchasing and  
Risk Management  
Dept of Administrative Services  
400 South Fort Harrison Avenue  
Clearwater, FL 33756

**19. Conflict of Interest.**

**A.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions;

**B.** The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify

the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

**20. Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including reports, testing results and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the “Work Product”) shall be County’s property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

**21. Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.

**22. Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

**23. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

**24. Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

**25. Due Authority.** Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

**26. No Third Party Beneficiary.** The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

**27. Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

\_\_\_\_\_

\_\_\_\_\_  
Name of Firm

By:

By \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

ATTEST:

Ken Burke,  
Clerk of the Circuit Court

\_\_\_\_\_  
Title

By:

\_\_\_\_\_  
Deputy Clerk

Approved as to Form

By:

\_\_\_\_\_  
Office of the County Attorney

**EXHIBIT A**

**STATEMENT OF WORK**

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(Document to be Provided Prior to Agreement Execution)

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

[DOCUMENT TO BE INSERTED PRIOR TO AGREEMENT EXECUTION]

**EXHIBIT C**

**PAYMENT SCHEDULE**

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(Document to be Provided Prior to Agreement Execution)



EXHIBIT D

PAYMENT/INVOICES

**PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**INVOICE INFORMATION:**

**Supplier Information** Company name, mailing address, phone number, contact name and email address as provided on the PO

- Remit To** Billing address to which you are requesting payment be sent
- Invoice Date** Creation date of the invoice
- Invoice Number** Company tracking number
- Shipping Address** Address where goods and/or services were delivered
- Ordering Department** Name of ordering department, including name and phone number of contact person
- PO Number** Standard purchase order number
- Ship Date** Date the goods/services were sent/provided
- Quantity** Quantity of goods or services billed
- Description** Description of services or goods delivered
- Unit Price** Unit price for the quantity of goods/services delivered
- Line Total** Amount due by line item
- Invoice Total** Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

## EXHIBIT E

**DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
  - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
  - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

**DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
  
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.