

AGREEMENT RELATING TO BARBER SERVICES (PD 17-18.075)

THIS AGREEMENT is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Eddie L. Snell, a sole proprietorship, whose principal address is 824 Amberwood Drive, Pensacola, FL 32506 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Escambia County, Florida, by and through its Department of Corrections (hereinafter referred to as the "County") oversees the operations of the Escambia County Jail facilities and provides for the health and safety of the County's inmate population; and

WHEREAS, on July 9, 2018, the County issued an Invitation to Bidders (PD 17-18.075) seeking a contractor to provide barber services for the County's inmate population; and

WHEREAS, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such service as set forth herein.

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

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed and continue for an initial term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for up to two (2) additional one year terms. The total duration of this agreement, including the exercise of all options to renew and extend, shall not exceed the duration of five (5) years.
3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bidders, Barber and Beautician Services for Escambia County Jail, Specification No. P.D. 17-18.075*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement will prevail.
4. **Equipment.** The Contractor shall bear responsibility, at the Contractor's sole cost and expense, to provide any such equipment and support staff as may be required for the performance of this Agreement.
5. **Compensation.** County shall pay Contractor at a rate of \$9.00 per haircut and \$9.00 per shaving service. Only one service will be compensated per inmate during a 24-hour period. In the event an audit indicates Contractor has not honored the quoted prices, Contractor will be liable for any and all overage charges. The volume of services required each month may fluctuate, and no minimum amount will be guaranteed during the term of this Agreement.

6. **Method of Payment/Billing.** Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. **Termination.** The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for supplies provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit.

8. **Indemnification.** The Contractor agrees to hold harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages or economic loss, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

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

(a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

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

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

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

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

To: Eddie L. Snell
824 Amberwood Drive
Pensacola, FL 32506

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

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

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

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State.

In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

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 CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

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

14. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement. Contractor shall at all times maintain appropriate licensing credentials in accordance with Chapter 476, Florida Statutes, while performing services pursuant to this Agreement.

15. Assignment. This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

16. Severability. If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

17. Survival. All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

18. Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons will include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error,

or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

(b) This Agreement will not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

20. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____ By: _____
Jack R. Brown, County Administrator

Date: _____

Witness: _____ BCC Approved: _____

CONTRACTOR:

Witness: _____ By: _____
Eddie L. Snell

Date: _____

Witness: _____

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 8/27/18

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

**BARBER AND BEAUTICIAN SERVICES FOR THE ESCAMBIA COUNTY JAIL
SPECIFICATION NUMBER PD 17-18.075**

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, August 10, 2018

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

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 3:00 PM CDT, July 24, 2018

Board of County Commissioners

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

**From:
Paul R. Nobles
Purchasing Manager**

Assistance:

Ramona Williams, C.P.M., CAPM
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4982
E-Mail: rdwilliams@myescambia.com

SPECIAL ACCOMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

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



ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

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

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

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

BID INFORMATION: See Escambia County Office of Purchasing web site at <https://myescambia.com/our-services/purchasing> then click "Solicitations".

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

**The following General Terms and Conditions are incorporated by reference
(Continued)**

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

SPECIAL TERMS AND CONDITIONS

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

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

Instructions to Offerors

1. General Information

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

Specification Number PD 17-18.075, "Barber and Beautician Services for the Escambia County Jail", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service (FedEx, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name.

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

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

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

B. Definitions

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

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

C. Sanctions

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

- 1) Rejection/Disqualification of Submittal,
- 2) Termination of Contract; or
- 3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

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

2. Scope of Work Summary

A. INTENT

The intent of this invitation to bid (ITB) is to seek services from qualified and experienced Bidders to provide barber and beautician services to the inmate population of the Escambia County Jail.

The County intends to award a three-year contract with option to renew for 2 consecutive 1-year periods to the bidders selected as most capable of meeting the County's requirement in the most cost effective manner. It is the County's intent to have this solicitation be a multiple award agreement.

B. BACKGROUND

The Escambia County Correction's Department is responsible for the care, custody and control of the population housed within its facilities. The average daily population for the facilities requesting service via this ITB is approximate and fluctuates between 1,400 and 1,600 offenders. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the Escambia County Jail houses offenders at the following locations:

Name of Facility	Location of Facility	Average Daily Population of "Jail" Offenders (FY2017)
Escambia County Main Jail	2935 North L Street Pensacola, Florida 32501	907
Escambia County Work Release Facility	1211 West Fairfield Drive Pensacola, Florida 32501	241
Escambia County Road Prison	601 County Road 297A Cantonment, Florida 32533	60
Walton County Jail	796 Triple G Road, DeFuniak Springs, Florida 32433	263

Upon Completion of the New Jail Facility (expected completion is April 2020) the Escambia County Jail will house all offenders within the confines of the Main Jail Complex and potentially the Escambia County Work Release Facility.

Historically, the barbers and beauticians have been utilized to provide haircuts and shaving services to the inmates of the Escambia County Jail. Due to exercising the final term of the current agreements, the Escambia County Jail is seeking the aforementioned services utilizing the County's formal procurement guidelines.

C. VENDOR QUALIFICATIONS

Bidders must be able to safely and securely provide specified services to meet the needs of inmates at the facilities housing Escambia County Jail offenders (excluding Walton County).

Bidder's minimum qualification criteria include the following:

1. Due to the complex nature and security concerns of correctional facilities, bidders must have at least 1 years of experience providing services to city, county or state correctional facilities or other at risk populations.
2. Barbers and/or beauticians will be responsible for performing services for various ethnicities and should be able to skillfully do so.
3. Barbers and/or beauticians must submit to and pass the background check as required of all Escambia County Jail employees and volunteers. If bidder is selected, they will be required to submit to background screening before moving forward.
4. Barbers and/or beauticians must be licensed by the State of Florida as required.

D. SPECIFICATIONS

Required Services

The barbers and/or beauticians shall be responsible for those items outlined below. It is estimated that the barbers will collectively need to perform 680 services (haircut or shave) per month. It is estimated that the beauticians will collectively need to perform 75 services (haircuts) per month.

1. Provide haircuts and/or shaves (only one service will be provided to an inmate on any given day) for the inmate population on a regular basis.
2. Maintain a regular schedule as appropriate to handle the volume of services

needed. Schedule will be coordinated with the facility and will fall between Monday-Saturday, 8:00am to 5:00pm).

3. Provide supplies necessary to accomplish required services, although the County will provide a barber chair and portable cart.
4. Barber and/or beautician will be required to perform services on the housing unit floors with minimal supervision from a corrections officer.
5. Barber and/or beautician will be required to move through the facility in the process of providing services with little supervision.
6. Barber and/or beautician must submit a monthly invoice and work log (listing dates worked, facility where services were performed, and total number of services rendered with the corresponding inmates) within 5 working days of the following month.
7. It should be noted that the number of required monthly services may fluctuate as it is the intent of the Escambia County Jail to utilize qualified inmate workers to perform the requested services when possible.

E. RATE PER SERVICE

Submitted rate should be inclusive of requested services. Barber and/or beautician will be reimbursed monthly on a per service basis.

Required License

A current State of Florida Barber license or State of Florida Cosmetology license is required.

3. Procurement Questions

Questions may be directed to Ramona Williams, Purchasing Specialist, at rdwilliams@myescambia.com. Last day for questions will be August 1, 2018, at 4:00 PM CDT. It is requested that all questions be submitted via email.

4. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Bidder's Checklist included in this Solicitation provides instructions to the Bidder on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held at 213 Palafox Place, Pensacola, Florida 32502 in the Office of Purchasing Conference Room 11.407, on July 27, 2018 at 3:00p.m. CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

6. Safety Regulations

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

7. Codes and Regulations

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

8. Payment

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

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

9. Compliance with Governing Laws and Regulations

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

Insurance Requirements

10. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract

documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

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

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

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

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

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

Exemptions from Florida Workers Compensation Laws and acceptable documentation:

- (1) If the vendor is exempt from statutory Workers Compensation, a certificate of election to be exempt from Florida WC Law properly issued by the State of Florida Department of Financial Services, Division of Workers Compensation may be accepted by the County Risk Manager in lieu of a certificate of Insurance documenting Worker's Compensation coverage.
- (2) If the Vendor is a Sole Proprietor without employees and not able to obtain Workers Compensation coverage, a notarized affidavit stating this exemption

may be submitted and accepted by the County in lieu of a Certificate of Insurance documenting Workers Compensation coverage.

C. General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability policy of the insurance services office.

Minimum limits of \$1,000,000.00 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

The General Liability Policy shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

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

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

F. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

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

Certificates should contain the following additional information:

- 1. Indicate that Escambia County is an additional insured on the general liability policy.**
- 2. Include a reference to the project and the Office of Purchasing number.**
- 3. Disclose any self-insured retentions in excess of \$1,000.**
- 4. Designate Escambia County as the certificate holder as follows:**

**Escambia County
Attention: Ramona Williams, Purchasing Specialist
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4806**

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

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

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

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

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing
Manager
Office of Purchasing

August 6, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER #1:

Re: Barber and Beautician Services for Escambia County Jail
Specification Number: PD 17-18.075

All:

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

This Addendum #1 provides for:

Answers to questions received prior to the August 1, 2018 deadline for questions. See Attachment A.

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

Sincerely,

Ramona Williams
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

RDW

A handwritten signature in cursive script, appearing to read "Ramona Williams".

213 South Palafox Place, 2nd Floor • Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

Attachment A
Questions regarding PD17-18.075 Barber and Beautician Services for Escambia County Jail

Since the contract will be awarded to multiple vendors, is there a minimum number of cuts each awardee can be guaranteed to receive per month?

There is no guarantee of the number of cuts any vendor may receive per month. This service is as needed. If multiple vendors are awarded, the distribution of cuts would be as equitably shared as possible taking into account vendor availability.

Regarding the beautician service, do you anticipate the two beautician minimum to increase on this contract and if so, how many beauticians will be required?

At this time, there is no projection for the number of beauticians to increase.

Regarding the barber service, do you anticipate the one barber minimum to increase on this contract and if so, how many barbers will be required?

At this time, there is no projection for the number of barbers to increase.

Will the COR compare or weigh cost differently from independent contractor vs a business owner who may have additional business expenses included in offer such as insurance etc.

As per the terms of the Invitation to Bid, the award will be based strictly on the cost per cut.

To which Escambia County Correctional Facilities will the vendor be providing service?

Just these two facilities

**2935 North L Street Pensacola
1211 West Fairfield Drive Pensacola**

Can you provide the number of barbers and beauticians currently providing hair cut/shaving services?

We currently have 1 barber and 2 beauticians.

How many days per week and hours per day are barber and beautician hair/cut shaving services being provided at each facility location currently?

The vendors have access to the facility during the days/times specified in the solicitation and since they bill on a per service basis we don't keep track of their hours.

Can you provide the current rate (price) charged for barber hair cut/shave and beautician hair cut services?

The barber is currently charging \$5/service and the beauticians are currently charging \$10/service.

Are you able to provide the names of current barbers and beauticians providing haircut/shave services with approved background checks for potential employment on future contract?

Currently, the three vendors are providing services as Independent Contractors.

What is the anticipated start date to provide haircut/shaving services once contract is awarded?

We are trying to achieve a start date of 10/01/2018.