

**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  
2<sup>nd</sup> 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.**

## NOTICE

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

### **Sec. 46-110.-Local Preference in Bidding**

**a) Legislative Intent:**

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

**b) "Local Business" Defined:**

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
2. Holds any business license required by Escambia County or Santa Rosa County, and
3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

**c) Certification:**

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

**d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:**

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

**Competitive Bid (Local Price Match Option):** Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-

local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

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

In the event a local bidder is awarded a contract pursuant to this section, any requests for

change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

**e) Notice:**

All bid solicitation documents shall include notice to vendors of the local preference policy.

**f) Waiver of the Application of Local Preference:**

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

**g) Limitations:**

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.
3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

**h) Penalties:**

**1. Misrepresentation:**

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

**2. Failure to Maintain Local Business Preference Qualifications:**

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

**3. Lack of Good Faith:**

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

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

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Forms marked with a (\*\* Double Asterisk) should be returned with the Bid.

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# SIGN AND RETURN THIS FORM WITH YOUR BID\*

## SOLICITATION, OFFER AND BID FORM

Submit Offers to:

Ramona Williams

Purchasing Specialist

Office of Purchasing, 2<sup>nd</sup> Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Phone: 850-595-4982

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

**Barber and Beautician Services for  
Escambia County Jail**

**Solicitation Number PD 17-18.075**

## Solicitation

**MAILING DATE:** July 9, 2018

**PRE-SOLICITATION CONFERENCE:** A non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 3:00 PM CDT, July 24, 2018.

**OFFERS WILL BE RECEIVED UNTIL:** 2:00 PM CDT, August 10, 2018, and may not be withdrawn within 90 days after such date and time.

### **POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

## OFFER (SHALL BE COMPLETED BY OFFEROR)

**Federal Employer Identification Number or S.S. Number:** \_\_\_\_\_

**Terms of Payment**

**Service commencement Date will be \_\_\_\_\_ days after receipt of purchase order**

**Vendor Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, ST. & Zip:** \_\_\_\_\_

**Phone: (\_\_\_\_) \_\_\_\_\_**

**Toll Free: (\_\_\_\_) \_\_\_\_\_**

**Fax: (\_\_\_\_) \_\_\_\_\_**

**Bid Bond Attached:**

**\$ \_\_\_\_\_ N/A \_\_\_\_\_**

\_\_\_\_\_  
(Name and Title of Person Authorized to Sign Offer)

\*

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer  
(Original Signature Required)

**\* Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.**

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

## BID FORM

**Specification Number PD17-18.075**

**(Barber and Beautician Services for Escambia County Jail)**

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **(Barber and Beautician Services for Escambia County Jail)** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

**Barber Services** Rate for haircut and/or shave: \_\_\_\_\_

**Beautician Services** Rate for haircut: \_\_\_\_\_

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (**Sec. 46-110.-Local Preference in Bidding**).  
Yes \_\_\_ No \_\_\_

**CONTRACTOR REQUIREMENTS**

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

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_ Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

**(PLEASE TYPE INFORMATION BELOW)**

**SEAL IF BID IS BY CORPORTATION**

State of Florida Department of State Certificate  
of Authority Document Number

\_\_\_\_\_

Occupational License # \_\_\_\_\_

Florida DBPR Contractor's License,  
Certification, and/or Registration #

\_\_\_\_\_

**Person to Contact Concerning This Bid:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Person to Contact for Emergency Service:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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

1. This sworn statement is submitted to \_\_\_\_\_  
(Print Name of Public Entity)

By \_\_\_\_\_  
(Print Individual's Name and Title)

For \_\_\_\_\_  
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:  
\_\_\_\_\_  
\_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is:  
\_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_

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



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

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

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

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

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

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Personally known \_\_\_\_\_

OR produced identification \_\_\_\_\_ Type of Identification: \_\_\_\_\_

Notary Public: State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

### Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that  
\_\_\_\_\_ does:

(Name of Business)

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

#### **Check One:**

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

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

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**Information Sheet for Transactions and Conveyances  
Corporate Identification**  
(Page 1 of 2)

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

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

**If not a Florida Corporation:**  
In what state was it created: \_\_\_\_\_  
Name as spelled in that state: \_\_\_\_\_

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

**Is it in good standing:** Yes or No

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

State of Florida Department of State Certificate of Authority Document Number:  
\_\_\_\_\_

**Does it use a registered fictitious name:** Yes or No

**Names of Officers:**  
President: \_\_\_\_\_ Secretary: \_\_\_\_\_  
Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_  
Director: \_\_\_\_\_ Director: \_\_\_\_\_  
Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation** (As Used in Florida)

\_\_\_\_\_  
(Spelled Exactly as it is Registered with the state or Federal Government)

**Corporate Address:**  
Post Office Box: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

**Information Sheet for Transactions and Conveyances  
Corporate Identification**  
(Page 2 of 2)

**Federal Identification Number:**

\_\_\_\_\_

(For all instruments to be recorded, taxpayer's identification is needed.)

**Contact Person for Company:**

\_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

**Name of Individual Who Will Sign the Instrument on Behalf of the Company:**

\_\_\_\_\_

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

**(Spelled exactly as it would appear on the instrument.)**

**Title of the Individual Named Above Who Will Sign on Behalf of the Company:**

\_\_\_\_\_

**END**

\_\_\_\_\_

Verified by: \_\_\_\_\_

Date: \_\_\_\_\_

## **ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS**

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

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing 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 Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
  - 9.01 County Procedure on Acceptance of Gifts
  - 9.02 Contractors Required to Disclose Any Gift Giving
  - 9.03 Gratuities
10. Awards
11. 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, 2<sup>nd</sup> 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.

**ESCAMBIA COUNTY, FLORIDA  
INVITATION TO BID  
BIDDER'S CHECKLIST  
BARBER AND BEAUTICIAN SERVICES FOR THE ESCAMBIA COUNTY JAIL  
SPECIFICATION PD 17-18.075**

**HOW TO SUBMIT YOUR BID:**

Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

*\* Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:**

- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:**

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).
- Public Records Exemption of Building Plans

**BEFORE YOU SUBMIT YOUR BID, HAVE YOU:**

Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

**THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:**

- Certificate of Insurance
- Payment and Performance Bonds

**This form is for your convenience to assist in filling out your bid.  
Do not return this form with your bid.**