

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20040349

1. REQUESTED MOTION:

ACTION REQUESTED: Approve award of Quotation #Q-040127 Security Services for Lee County Facilities, for the Department of Construction and Design (Facilities Management), to the low quoter meeting all specifications, Weiser Security Services Inc., at a cost of \$9.72 per hour. Lee County's annual expenditures for these services are approximately \$500,000. The initial term of this quotation is three years. Request authority to renew this quote for an additional two-year term if in the best interest of the county. Funding will come from the individual department or division's budget who will be responsible for monitoring their individual expenditures. Estimated annual savings to tax payers: \$213,036 per year

WHY ACTION IS NECESSARY: All purchases that exceed \$50,000 require board approval.

WHAT ACTION ACCOMPLISHES: Allows all county departments and divisions to acquire security services.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #

C2B

3. MEETING DATE:

04-06-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:**

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE AC-4-1
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Construction & Design
- C. DIVISION Facilities Management

BY: Jim Lavender

ML

BACKGROUND: Lee County Purchasing Division used a two-step process to solicit sealed quotations for this project. Step-One requested qualifications and Step-Two requested pricing from vendors qualified in Step-One. In Step-One eight vendors responded and seven were found qualified to be qualified for Step-Two. On March 9, 2004 pricing information was received from five vendors qualified in Step-One and Weiser Security Services Inc. was found to be the low quoter.

Please see attachments:

- (1) Tabulation Sheets
- (2) Step-One Specifications
- (3) Step-Two Specifications
- (4) Department Step-One Recommendation
- (5) Department Step-Two Recommendation
- (6) Awarded Vendor's Quote

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>J. Lavender</i> 3/23/04	<i>Just Shadlow</i> 3-22-04 <i>3-22-04</i>			<i>K. W.</i> 3/23/04	OA <i>3/24/04</i>	OM <i>3/24/04</i>	Risk <i>3/24/04</i>	GC <i>3/24/04</i>	<i>J. Lavender</i> 3-23-04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.
by CO. ATTY.
3/23/04
3:50 PM
CO. ATTY.
FORWARDED TO:
CO. ADMIN
3/24/04

RECEIVED BY
COUNTY ADMIN *CA*
3/24/04
9:30 AM SLT
COUNTY ADMIN
FORWARDED TO: *PL*
3/25/04
Ypr

Please see attachments:

FORMAL QUOTATION #Q-040127

OPENING DATE: JANUARY 6, 2004

BUYER: CHRIS JEFFCOAT

STEP-ONE SECURITY SERVICES FOR LEE COUNTY FACILITIES

FOR

LEE COUNTY, FLORIDA TABULATION SHEET

VENDORS

Weiser Security

Marill Security

Statewide Security

Central Security

Andy Frain

Alanis, Inc.

The

COPIES PROVIDED

Y

Y

N

Y

N

N

Y

REQUIRED SUBMITTALS

Y

Y

Y

Y

Y

Y

Y

SIGNATURE

NO BIDS

POSTING TIME/DATE

FROM: 8:00 AM / 1-7-07

UNTIL: 11:55 AM / 1-28-07

BY: [Signature]

ATTACH

FORMAL QUOTATION #Q-040127
 OPENING DATE: JANUARY 6, 2004
 BUYER: CHRIS JEFFCOAT

LEE COUNTY, FLORIDA TABULATION SHEET
 FOR
 STEP-ONE SECURITY SERVICES FOR LEE COUNTY FACILITIES

VENDORS	Allied Protection Services						
COPIES PROVIDED	Y						
REQUIRED SUBMITTALS	Y						
SIGNATURE	Y						
NO BIDS							
POSTING TIME/DATE							
FROM: /							
UNTIL: /							
BY:							

FORMAL QUOTATION #Q-040127		LEE COUNTY, FLORIDA TABULATION SHEET						
OPENING DATE: MARCH 9, 2004		FOR						
BUYER: CHRIS JEFFCOAT		STEP-TWO SECURITY SERVICES FOR LEE COUNTY FACILITIES						
VENDORS		ANDY	CENTRAL	MARILL	THE	WEISER		
		FRAIN	SECURITY	SECURITY	WACKENHUT	SECURITY		
		SERVICES	SERVICES	SERVICES	CORPORATION	SER INC.		
COPIES PROVIDED		YES	YES	YES	YES	YES		
HOURLY COST/UNARMED SERVICE		\$10.68	\$13.03	\$10.29	\$14.05	\$9.72		
TO BE STARTED WITHIN		30	30	no later 5/15/04	60	1		
LOCAL VENDOR PREFERENCE		YES	NO	YES	YES	YES		
MODIFICATIONS		NO	NO	NO	NO	NO		
QUOTE SIGNED		YES	NO	YES	YES	YES		
NO BIDS								
POSTING TIME/DATE								
FROM: /								
UNTIL: /								
BY:								



PROJECT NO.: Q-040127

OPEN DATE: January 6, 2004

AND TIME: 2:30 P.M.

REQUEST FOR QUOTATIONS

TITLE:
(STEP ONE)

TITLE:
SECURITY SERVICES
FOR LEE COUNTY FACILITIES

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

MAILING ADDRESS

P.O. BOX 398
FORT MYERS, FL 33902-0398

PHYSICAL ADDRESS

1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

BUYER: CHRIS JEFFCOAT
PURCHASING AGENT
PHONE NO.: (239) 344-5458

**LEE COUNTY, FLORIDA
QUALIFICATION FORMS FOR
SECURITY SERVICES FOR LEE COUNTY FACILITIES**

INDEX OF REQUEST FOR QUALIFICATIONS

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STEP TWO: REQUEST FOR QUOTATIONS

GENERAL CONDITIONS
PRICE PROPOSAL INFORMATION
SIGNATURE PAGE
DETAILED SPECIFICATIONS
PERFORMANCE BOND FORMS
INSURANCE GUIDELINE

INTRODUCTION

SCOPE

The Lee County Board of County Commissioners are accepting qualifications from firms interested in providing security services to Lee County facilities. The majority of buildings to be serviced are government office buildings in the downtown Fort Myers area.

Material to be supplied by the vendor under this contract, includes, but is not limited to, uniforms, radios, pagers, night sticks, weapons and related supplies.

QUOTERS may not assign or otherwise transfer their quotation prior to or after the quotation opening time.

TWO-STEP PROPOSAL PROCESS

Lee County is utilizing a two-step process to evaluate the qualifications of quoters and allow only qualified companies to submit pricing.

- Step one will require interested Vendors to submit the qualifications of their company. Refer to the section "VENDOR QUALIFICATIONS" for a list of the qualifications and required submittals to be provided by the Vendor.
- In step two, only those companies qualified in step one will be given the necessary forms to submit price information for the project.

STEP ONE - REQUEST FOR QUALIFICATIONS

In step one, please submit all requested information to the Lee County Division of Purchasing, 1825 Hendry Street, Fort Myers, FL 33901, before the deadline given on the cover of this solicitation. Qualifications received after this date and time will not be accepted.

All of the qualifications received will then be reviewed and evaluated by County staff, and a decision made as to which companies are qualified and which are not. Each company submitting qualifications will receive a letter stating whether they are qualified or not. Only those companies found to be qualified will be allowed to proceed to step two.

In order for a company to be considered responsive in step one, it must submit all information requested, including appropriate signatures. Failure to meet these requirements may cause your company to be declared non-responsive.

STEP TWO - REQUEST FOR QUOTATIONS - PRICES

Firms found to be qualified in step one, will receive further information and price pages. This information must be completed and returned to the Lee County Purchasing Division, 1825 Hendry Street, Fort Myers, FL 33901, before the given deadline. Pricing information received after this date and time will not be accepted.

Refer to the detailed specifications of step two for the "Basis of Award".

LOBBYING

All firms are hereby placed on formal notice that neither the County Commissioners, nor candidates for County Commission, nor any employees from Lee County Government, nor any members of the Qualifications Review Committee are to be lobbied either individually or collectively concerning this project. Firms and their agents who intend to, or have submitted qualifications for this project are hereby placed on formal notice that they are not to contact members of the County Commission, candidates for County Commission, nor staff members outside regular Board of County commissioner meetings relating to the selection process, outside of those specifically scheduled by the County for negotiations. Dinners, lunches, or any other actions that may be interpreted as complying with this requirement shall result in an immediate disqualification of such firm by the County from further consideration for this project.

GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 344-5450.

1. **SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
 - 1. Marked with the words "Sealed Quote"
 - 2. Name of the firm submitting the quotation
 - 3. Title of the quotation
 - 4. Quotation number
- b. The Quotation shall be submitted in triplicate as follows:
 - 1. The original consisting of the Lee County quotes forms completed and signed.
 - 2. A copy of the original quote forms for the Purchasing Director.
 - 3. A second copy of the original quote forms for use by the requesting department.
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
 - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
 - 2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".
- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.

- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is quote, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.)

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service.

- a. Occupational License – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

5. **RECYCLED PRODUCTS**

It is the Lee County Board of County Commissioners' stated policy objective to "Ensure all departments are aware of the availability of recycled products..." (Administrative Code #AC-10-4). In an effort to provide the utmost opportunity for the use of recycled products by Lee County, vendors should list on their letterhead, all necessary information regarding any applicable recycled products they have available. Recycled products should meet all other specifications listed and have a minimum of 50%-recycled content. Whenever fiscally feasible, available recycled products will be purchased.

6. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

7. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

8. **BIDDERS LIST MAINTENANCE**

A bidder should respond to "Request for Quotations" in order to be kept on the Bidder's List. Failure to respond to three different "request for quotations" may result in the vendor being removed from the Bidder's List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a "no bid" notice prior to the quote receipt deadline.

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy to:

Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this quote.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

10. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the County’s Purchasing Director or Public Works Director a written “Notice of Intent to File a Protest” not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a “Notice of Intended Decision” from the County with respect to the proposed award of the formal bid/quote/proposal.

The “Notice of Intent to File a Protest” is one of two documents necessary to perfect Protest. The second document is the “Formal Written Protest”, both documents are described below.

The “Notice of Intent to File a Protest” document shall state all grounds claimed for the Protest, and clearly indicate it as the “Notice of Intent to File a Protest”. Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The “Notice of Intent to File a Protest” shall be received (“stamped in”) by the Purchasing Director or Public Works Director not later than Four o’clock (4:00) PM on the third working day following the day of receipt of the County’s Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original “Notice of Intent to File a Protest” had never been filed. Any contractor/vendor/firm submitting the County’s standard bond form (CSD: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statues, or constitutional provisions, which entitle the affected party to relief.

- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed “Notice of Intent to File a Protest”, the Purchasing Director or Public Works Director (as appropriate) may abate the award of the formal bid/quote/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/quote/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm’s Protest, or as soon as may be practicable for all parties. The “Notice of Intent to File a Protest” shall serve as the grounds for the affected party’s presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board’s decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board’s final determination concerning the award.

All formal bid/quote/proposal solicitations shall set forth the following statement:

“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF

COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”

11. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

12. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

13. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor’s responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

14. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

15. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

16. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote made under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) Any Single Large Project

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

c) Disadvantaged Business Enterprises

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) Anti-Discrimination

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails ore refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding

payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

18. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

19. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

20. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

21. **TERMINATION**

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Purchasing Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

22. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will **not** be afforded confidentiality.

23. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are **not** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

24. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

**LEE COUNTY, FLORIDA
PROPOSAL PRICE FORM
FOR
SECURITY SERVICES FOR LEE COUNTY FACILITIES**

DATE SUBMITTED: _____

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "general Conditions", and the "Detailed Specifications", all of the which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of addenda numbers: _____

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

REVISED: 7/28/00

VENDOR QUALIFICATIONS

To qualify for consideration for selection as a qualified Vendor, a Vendor must meet certain designated minimum experience and qualifications. These minimum qualifications are outlined in the following sections. A Vendor must also demonstrate that he/she is financially qualified.

EXPERIENCE

Company submitting this RFQ shall have a minimum of five (5) years acceptable general experience in providing security services. Company must have acceptably contracted, for a minimum of two years, to service single commercial accounts of 50,000 square feet and above (i.e., office buildings, banks, hospitals).

FINANCIAL QUALIFICATIONS (MINIMUM)

- A. Company submitting this RFQ shall demonstrate proof of the ability to obtain a performance bond in an amount equal to 100% of the total annual contract amount. (NOTE: In fiscal year 2003, Lee County expended an approximate total of \$500,000 for this service) Attachment A describes the purpose of the performance bond in further detail. Attachment A is for information purposes only.
- B. Company submitting this RFQ must be able to provide a copy or copies of their current Certificates of Insurance or a letter from their insurance company/companies evidencing the fact that the company is able to be insured pertaining to security services for the following minimum amounts:

Worker's Compensation

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease limit per employee

Commercial General Liability

\$500,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$500,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

Business Automobile Liability

\$500,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$1,000,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

Employee Dishonesty/Fidelity

Coverage shall apply to all employees with minimum limits of \$100,000 per occurrence

OTHER SPECIAL CRITERIA

A. Minimum Requirements for Personnel and Equipment

Company submitting this RFQ must be able to schedule personnel appropriately to service established locations for all shifts, as well as, temporary locations, on an as needed basis.

Company must supply to their personnel all equipment necessary to service this contract. This contract will require the services of regular "base" security guards.

B. Permits, Licenses and Notices

The Vendor shall make application for and obtain any necessary permits and licenses from the appropriate governing body.

REQUIRED SUBMITTALS FOR THIS RFQ

EXPERIENCE QUESTIONS

1. Company submitting this RFQ shall have a minimum of five (5) years acceptable general experience in providing security services. Does your company meet this minimum requirement? _____

Company shall describe experience in narrative form, no longer than two (2) 8 1/2" x 11" pages.

2. Company submitting this RFQ shall furnish at least two (2) accounts with whom the company has acceptably contracted for at least two (2) years in the last five (5) years to provide security service to single commercial accounts 50,000 square feet and above (i.e., office buildings, banks, hospitals). Can your company supply references to demonstrate acceptable performance for these accounts?

Please include a listing of these references (name of account, contact person, telephone number, address, dates of service and approximate area serviced).

3. In addition to question number two above, company shall furnish a minimum of three (3) general account references which company is currently servicing, giving name of account, address, telephone number, contact person, dates of service and approximate area serviced. Can your company supply this list? _____

Please include list.

4. Vendor shall furnish names of any previous or current contracts with Lee County Government, if applicable. **NOTE: COMMITTEE WILL REVIEW ALL PAST AND PRESENT PERFORMANCES OF LEE COUNTY GOVERNMENT ACCOUNTS.** Can your company supply us with the names of these accounts?

Please include the names of these accounts.

FINANCIAL QUALIFICATIONS QUESTIONS

1. Does your company have the ability to obtain a performance bond for 100% of the total annual contract amount? (NOTE: During the 2003 fiscal year Lee County and Court Services expended an approximate total of \$500,000 for this service.) _____

Please provide a letter from your bonding agent indicating your company's ability to be bonded.

2. Does your company currently have insurance coverage pertaining to providing security services?

Please include copies of current Certificates of Insurance or a letter from your insurance company evidencing the ability of your company to be insured for security services in the amounts required under this RFQ.

OTHER SPECIAL CRITERIA QUESTIONS

MINIMUM PERSONNEL AND EQUIPMENT REQUIREMENTS QUESTIONS

1. Can your company supply the minimum requirements for personnel and equipment? _____

Please include listing of personnel and equipment.

PERMITS, LICENSES AND NOTICES

1. Does your company retain all necessary permits, licenses and notices applicable to security services? _____

Please include current copies.

NOTE: IF YOU ARE CURRENTLY WORKING IN LEE COUNTY AND/OR CAPE CORAL, YOU MUST PROVIDE A COPY OF YOUR CURRENT LEE COUNTY OCCUPATIONAL LICENSE. ALSO, YOU ARE REQUIRED TO PROVIDE THE NAMES OF SEVERAL REFERENCES, PLEASE PROVIDE A COPY OF THE CURRENT OCCUPATIONAL LICENSE NEEDED TO DO THE WORK FOR THESE CONTRACTS.

SAMPLE A

EVALUATION SHEETS FOR
REQUEST FOR QUALIFICATIONS

Project Name: Security Services for Lee County Facilities

Quotation No.: Q-040127

Committee Evaluation Date/Time: _____

EXPERIENCE QUESTIONS

- 1 Company shall have a minimum of five (5) years acceptable general experience in providing security services.

_____ Pass _____ Fail

Was narrative describing experience provided?

_____ Pass _____ Fail

2. Company shall furnish at least two accounts with whom the company has acceptably contracted for at least two (2) years in the last five (5) years to service single commercial accounts of 50,000 square feet and above (i.e., office buildings, banks, hospitals). References must be provided with name of account, contact person, telephone number, address, dates of service and approximate area serviced.

_____ Pass _____ Fail

Were reference checks acceptable?

_____ Pass _____ Fail

3. In addition to question number two, company shall furnish a minimum of three general account references which the company is currently servicing that shall include name of account, contact person, telephone number, address, dates of service and approximate area serviced.

_____ Pass _____ Fail

Were reference checks acceptable?

_____ Pass _____ Fail

4. Vendor shall furnish names of any previous or current contracts with Lee County Government, if applicable.

_____ Pass _____ Fail

Was reference check acceptable?

_____ Pass _____ Fail

FINANCIAL QUALIFICATIONS QUESTIONS

1. Was a letter from the bonding company evidencing Vendor's ability to obtain a performance bond, for 100% of the total annual contract amount, provided and acceptable?

_____ Pass _____ Fail

2. Were current Certificates of Insurance or letter from insurance company evidencing the Vendor's ability to obtain insurance provided and acceptable?

_____ Pass _____ Fail

OTHER SPECIAL CRITERIA QUESTIONS

MINIMUM PERSONNEL AND EQUIPMENT REQUIREMENTS QUESTIONS

1. Can this company supply the minimum requirements for personnel and equipment, as required in the "Special Criteria section of this RRQ?

_____ Pass _____ Fail

PERMITS, LICENSES AND NOTICES

1. Does this company retain all necessary permits, licenses and notices applicable to security services?

_____ Pass _____ Fail

Were copies provided?

_____ Pass _____ Fail

SAMPLE B

REFERENCE CHECK FORM

PROJECT: Security Services for Lee County Facilities

QUOTATION NO. Q-040127

NAME OF COMPANY:

- 1. Does this company provide security services to your facility? Yes ___ No ___
- 2. How long have they provided security services to your facility?
- 3. How often is your facility serviced by this company?
- 4. What is the approximate square footage of area that they service?
- 5. How is their response time to your requests?
Excellent _____ Satisfactory _____ Poor _____
- 6. How is the availability of their managerial staff?
Excellent _____ Satisfactory _____ Poor _____
- 7. Does this company's staff act appropriately at all times?
Yes _____ No _____ Explanation: _____

- 8. Would you recommend employment of this company?
Yes _____ No _____ If No, please explain: _____

OVERALL COMMENTS: _____

REFERENCE CALLED:

NAME: _____

DATE: _____ Checker's
Signature _____

TIME:

ATTACHMENT A

FOR INFORMATION PURPOSES ONLY

THE CONDITIONS OF PERFORMANCE BOND

Are that if Principal;

1. Fully, promptly, and faithfully performs the contract at the times and in the manner prescribed in the contract, and
2. Promptly makes payments to all claimants, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Obligees any and all losses, damages, costs and attorney's fees that Obligees sustains because of any default by Principal under the contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligees; and
4. Performs the guarantee of all work and material furnished under the contract applicable to the work and material, then this bond is void; otherwise it remains in full force.
5. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the contract or to work or to the specifications.
6. This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitation under Section 255.05 and 713.23, Florida Statutes, shall not apply to this bond.
7. In no event shall the Surety be liable in the aggregate to Obligees for more than the penalty of its performance bond regardless of the number of suits that may be filed by Obligees.



PROJECT NO.: Q-040127

OPEN DATE: March 9, 2004

AND TIME: 2:30 P.M.

PRE-BID DATE: February 16, 2004

AND TIME: 2:00 P.M.

LOCATION: Lee County Division of Purchasing
1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

REQUEST FOR QUOTATIONS

TITLE:
(STEP TWO)

TITLE:
SECURITY SERVICES
FOR LEE COUNTY FACILITIES

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

MAILING ADDRESS

P.O. BOX 398
FORT MYERS, FL 33902-0398

PHYSICAL ADDRESS

1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

BUYER: CHRIS JEFFCOAT
PURCHASING AGENT
PHONE NO.: (239) 344-5458

**LEE COUNTY, FLORIDA
QUOTATION FORMS
FOR
SECURITY SERVICE FOR LEE COUNTY FACILITIES**

INDEX OF REQUEST FOR QUOTATIONS

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GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 344-5450.

1. SUBMISSION OF QUOTE:

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
 1. Marked with the words "Sealed Quote"
 2. Name of the firm submitting the quotation
 3. Title of the quotation
 4. Quotation number
- b. The Quotation shall be submitted in triplicate as follows:
 1. The original consisting of the Lee County quotes forms completed and signed.
 2. A copy of the original quote forms for the Purchasing Director.
 3. A second copy of the original quote forms for use by the requesting department.
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
 2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".
- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.

- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is quote, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.)

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service.

- a. Occupational License – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

5. **RECYCLED PRODUCTS**

It is the Lee County Board of County Commissioners' stated policy objective to "Ensure all departments are aware of the availability of recycled products..." (Administrative Code #AC-10-4). In an effort to provide the utmost opportunity for the use of recycled products by Lee County, vendors should list on their letterhead, all necessary information regarding any applicable recycled products they have available. Recycled products should meet all other specifications listed and have a minimum of 50%-recycled content. Whenever fiscally feasible, available recycled products will be purchased.

6. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

7. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

8. **BIDDERS LIST MAINTENANCE**

A bidder should respond to "Request for Quotations" in order to be kept on the Bidder's List. Failure to respond to three different "request for quotations" may result in the vendor being removed from the Bidder's List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a "no bid" notice prior to the quote receipt deadline.

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy to:

Lee County Finance Department
 Post Office Box 2238
 Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this quote.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

10. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the County's Purchasing Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/quote/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document shall state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Purchasing Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed. Any contractor/vendor/firm submitting the County's standard bond form (CSD: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.

- A concise statement of the facts alleged, and of the rules, regulations, statues, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Purchasing Director or Public Works Director (as appropriate) may abate the award of the formal bid/quote/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/quote/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/quote/proposal solicitations shall set forth the following statement:

“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”

11. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

12. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

13. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

14. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

15. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

16. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote made under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

18. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

19. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

20. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

21. **TERMINATION**

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice

submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Purchasing Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

22. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will **not** be afforded confidentiality.

23. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are **not** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

24. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

**LEE COUNTY, FLORIDA
PROPOSAL PRICE FORM
FOR
SECURITY SERVICE FOR LEE COUNTY FACILITIES**

DATE SUBMITTED: _____

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers: _____

COST FOR UNARMED "BASE" SECURITY SERVICE (HOURLY COST PER PERSON) \$ _____
HOURLY PER PERSON (BASIS OF AWARD)

TO BE STARTED WITHIN _____ CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Is your firm interested in being considered for the Local Vendor Preference?
Yes _____ No _____

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

Quoters shall carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quotation may be grounds to reject that quotation.

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

Are there any modifications to the quote or specifications:
Yes _____ No _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

REVISED: 7/28/00

**LEE COUNTY, FLORIDA
 DETAILED SPECIFICATIONS FOR
 SECURITY SERVICE FOR LEE COUNTY FACILITIES**

SCOPE

This Request for Quotations (RFQ) is issued by Lee County, Florida ("County") to request sealed quotations from prequalified Vendors to provide security services to Lee County facilities. The majority of the buildings to be serviced are in the downtown Ft. Myers area. Some areas are serviced twenty-four (24) hours per days, seven (7) days per week, other locations vary in scheduled days and hours worked.

Some of the buildings that may be serviced by security personnel under this contract are:

Library	2050 Lee Street
Old Courthouse	2120 Main Street
Administration Building	2115 Second Street
Justice Center	1700 Monroe Street
Health Department	3920 Michigan Avenue
Health Department	81 Pondella Road
Constitutional Complex & Parking Lots	2480 Thompson Street
Parking Lots	Dr. MLK Jr. Blvd. & Monroe Street
Parking Lots	Dr. MLK Jr. Blvd. & Cottage Street
Public Parking Lot	Corner of Monroe Street and Dr. MLK Jr. Blvd.
Cape Government Building	1039 S.E. 9th Place
Henderson Maintenance. Shops	1765 Henderson Street
Public Works/Community Development	1500 Monroe Street
City/County Annex	1825 Hendry Street

Locations may vary from time to time and, at Lee County's discretion, buildings can be added or deleted and scheduled days and hours changed to meet the County's requirements. (For informational purposes only, a schedule has been attached, see Attachment A. Schedules are subject to change at any time.)

The County intends to enter into a three (3) year contract with a prequalified Vendor with an option to extend the contract for one additional two year period, upon mutual agreement between both parties. The contract price will be increased annually on the first of October. This increase will be based on the July Consumer Price Index for All Items, U.S. City Average, Wage Earners and Clerical Workers, as published by the Bureau of Labor Statistics, Atlanta ,Georgia, Southeast Regional Office. Lee County will notify the vendor of the increase amount. This increased amount will begin with the billing for the month of October.

It is understood that only quotations from prequalified Vendors will be considered.

This RFQ is issued to provide prequalified Vendors with information, guidelines and rules to prepare and submit a quotation. The submittal must satisfy all criteria established in this RFQ to qualify for an award.

Quoter shall not be entitled to compensation beyond its quotation price when required to incur expenses because of tolls or parking charges or any charges for infractions concerning these issues.

Quotation errors shall be handled as follows:

1. Any blank spaces on the proposal form or required submittals, absence of signatures or failure to submit the quotation on the County's form shall cause the quoter to be declared non-responsive.
2. The quoter will comply with the Florida Sales and Use Tax Law as it may apply to this contract. The quotation amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful quoter and/or its sub-contractors or material suppliers.

QUOTERS may not modify these specifications for any reason whatsoever.

QUOTERS may not assign or otherwise transfer their quotation prior to the quotation opening time.

PERFORMANCE BOND

A performance bond in the amount of 100% of the three year contract amount will be required by the successful quoter of this contract. A performance bond shall be issued by the successful quoter within twenty one (21) calendar days from date of Written Notice of Award. A surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful quoter. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful quoter's performance under such contract.

Only the form provided with the contract documents will be accepted.

QUALIFICATIONS OF SURETY COMPANIES

In order to be acceptable to the County, a surety company issuing quotation guaranty bonds or performance bonds in the amount listed, called for herein, shall meet and comply with the following minimum standards:

All Sureties for Lee County projects, must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.

Attorneys-in-fact who sign bid bonds or performance bonds for Lee County projects must file with such bond a certified copy of their Power of Attorney to sign such bond.

Agents of surety companies must list their name, address and telephone number on all bonds.

The life of the bond provided to Lee County shall extend for the term of the contract.

To be acceptable to the Owner as Surety on projects not in excess of \$500,000.00, Surety shall comply with these minimum provisions of State Statute 287.0935 as follows:

Surety must have twice the minimum surplus and capital required by Florida Insurance Code at the time of bid solicitation.

Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9304-9308.

The Surety shall be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company.

Surety must have fulfilled all of its obligations on all other bonds previously given to the County.

INSURANCE REQUIREMENTS

The Vendor shall be required to provide a Certificate of Insurance evidencing the amounts of insurance coverage/limits as listed on "Standard Contract", Insurance Requirements for Service attached . The insurance certificate may be required prior to award.

Lee County Board of County Commissioners is to be listed as an additional insured with respects to Commercial General Liability and Worker's Compensation.

The insurance coverage enumerated in "Standard Contract" attached, constitutes the minimum requirements acceptable to Lee County and said enumeration shall in no way lessen or limit the liability of the Vendor under the terms of the contract. The Vendor may procure and maintain, at their own expense, any additional kind and amount of insurance, that in their own judgment may be necessary for their proper protection in the performance of their work under this agreement.

COUNTY'S RESERVATION OF RIGHTS

The issuance of this RFQ constitutes an invitation to present quotations from prequalified Vendors. The County reserves the right to determine, in its sole discretion, whether any aspect of the Statement of Quotation satisfactorily meets the criteria established in this RFQ, the right to seek clarification from any Vendor or Vendors submitting quotations, the right to solicit quotations with any Vendor or Vendors submitting a response, and the right to reject any or all responses with or without cause. The County also reserves the right to modify the Scope to be considered for this project. In the event that this RFQ is withdrawn by the County, or if the County does not proceed for any reason, including, but not limited to, the failure to occur of any of those things or events set forth herein, the County shall have no liability to any Vendor for any costs of expenses incurred in connection with the preparation and submittal of the RFQ or otherwise.

COUNTY'S RIGHTS AND OPTIONS

This Request for Quotations constitutes only an invitation to submit a quotation to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options with respect to this quotation.

1. To reject any or all quotations or parts thereof.
2. To supplement, amend or otherwise modify this quotation, and to cancel this quotation with or without the substitution of another quotation.

3. To issue additional subsequent quotations.
4. To the extent not prohibited by law, to waive any irregularity or informality on any matter.
5. In this RFQ the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County.

TERM OF AGREEMENT

This agreement shall become effective immediately upon issuance of a "Notice to Proceed" by the County and shall continue in full force and effect for a period of three (3) years from the commencement date, with an option to renew for one additional two-year period, upon mutual agreement of both parties, unless this agreement is mutually agreed by both parties to terminate sooner, or until a contract is awarded and in place.

LOCAL BIDDER'S PREFERENCE

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the attached "Local Vendor Preference Questionnaire" with your quotation.

The Lee County Local Bidder's Preference Ordinance No. 00-10 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive five (5) years, and that has the personnel, equipment and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods.

The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods or services when making an award in the best interests of the County.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded Vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, to provide security service, in the event of major breakdowns or natural disasters.

BASIS OF EVALUATION

The contract for these services will be awarded to the low quoter meeting all specification requirements based on the hourly cost for Unarmed "Base" Security Service.

TRAINING

The awarded contractor shall be responsible for insuring that all personnel utilized on this contract are properly trained in the proper usage of any equipment they may be provided. This includes things like night sticks, pepper spray, hand cuffs, whistles, radios, etc. They must also possess a "D" Licence issued by the State of Florida, Division of Licensing.

A. GENERAL REQUIREMENTS1. Workmanship and Inspection

- a. The County representative shall decide any and all questions which may arise as to the quality and acceptability of materials used and work performed, the manner of performance and the rate of progress of the work.
- b. Workmanship shall be of the highest quality. All security personnel shall be mentally and physically competent to perform the services required. The Vendor shall at all times enforce strict discipline and good order among his employees.
- c. The County or its designee is given the authority, pursuant to this agreement, to deduct from the Vendors invoice a percentage not to exceed twenty-five percent (25%) for workmanship which does not meet the specifications under this agreement. The individual making the deduction shall document and provide to the Vendor, upon request, the reasons for the deduction from the monthly invoice.

2. Uniforms and Security

- a. Vendor shall supply and pay for distinctive clean, neat appearing uniforms for his employees and require them to be worn while working on County premises. Uniforms shall consist of, but not be limited to, approved uniform slacks, shirts, shoes, hats, jackets, badges, whistles, name tags, night sticks and related supplies. All shirts, jackets, or coats shall display the Vendor's name and logo.
- b. Each employee shall wear an identification tag or bar pin displaying his/her name, at all times. This tag or bar pin shall be provided and paid for by the Vendor.
- c. The awarded vendor will be required to perform background checks on all employees that will be working on this contract, in the County's facilities. The results of the background checks will be provided to the Facilities Management Director or designee within thirty days of award on the contract. Background checks on any new employees hired during the term of the contract must be performed immediately and provided to the Facilities Director or designee before the employee will be allowed to work in the County's facility.

Based on these background checks, the County reserves the right to ask the security firm to remove an employee from working in any County facility.

If the awarded security firm does not comply at all times with the security check procedure, it may be grounds for termination of the security contract.

Any charges incurred for these background checks are the sole responsibility of the Vendor.

- d. Because of higher security requirements at some County facilities, it may be necessary to require a Crime Information Background Check. Checks are to be performed by the Florida Department of Law Enforcement at the following address:

Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302

Please provide the name, date of birth, race, sex, and last known address of each of your employees to FDLE.

- e. Certain areas, which shall be identified by the County, upon award of the contract, are considered "sensitive" due to the type of information on file within these areas. Access to these areas will be limited to only certain authorized Vendor's personnel at specific times during the day.
- f. All keys will be issued to the Vendor, and a fee will be charged to the Vendor for the loss of any keys or the cost of changing of locks as the result of any loss of keys or misuse of keys by Vendor's personnel. The sole discretion, regarding changing the locks, rests with the Facilities Management Director, or designee.
- g. Vendor will be responsible for acting in accordance with the County's security guidelines while on the premises. **Parking in the downtown area for security personnel is the vendor's responsibility. No reserved spaces will be provided by the County for security personnel.**

3. Supervision and Safety

- a. The Vendor shall be responsible for the supervision and scheduling of security personnel while servicing this contract. Vendor shall appoint a supervisor or crew leader, for each shift, to carry out these functions as well as act as an agent for the Vendor in his/her absence to work with Facilities Management Director, or designee, in carrying out the assignments requested by the County. This supervisor or crew leader will patrol the buildings on a regular basis.
- b. The Vendor shall be responsible for instructing his/her employees in all safety measures. Any equipment used by the Vendor shall be maintained in safe operating condition at all times, free from defects or wear, which may in any way constitute a hazard to any person or persons on County property.

- c. If at all possible, the same guard and supervisor will be used to allow for a degree of familiarization with Lee County facilities and personnel.

4. Materials and Equipment

- a. The Vendor shall be responsible for the complete performance of all work and for the methods, means and equipment used, and for all materials, tools, apparatus, forms and property of every description used in connection therewith.
- b. The Vendor shall furnish and maintain all the necessary equipment. The County may conduct an inventory every 6 months to verify equipment quantities and condition.
- c. It is acceptable to Lee County for the "awarded vendor" to provide some forms of transportation for their employees in the downtown area. Transportation can consist of golf carts, bicycles, cars, etc.

5. Storage

- a. When possible, Lee County will provide areas for storage of the Vendor's supplies and equipment. The storage areas shall be maintained by the Vendor in a clean, orderly and safe condition at all times.
- b. If a golf cart is to be used, then Lee County will provide the awarded vendor with a place to store and an outlet charge up the vehicle.

6. Penalties

Hours not worked will be deducted from monthly payments if these hours are persistent. Deduction for hours not worked does not constitute a waiver of the specifications or acceptance of the conditions or performance.

7. Defaults by Vendor

The Vendor may be declared in default and may be terminated by the County with seven days notice for any one of the following reasons:

- a. Failure of the Vendor to maintain satisfactory performance level;
- b. Failure of the Vendor to start work within the time stated in the notice to proceed;
- c. Failure of the Vendor to pay for work performed and materials and supplies used under this contract;
- d. Insolvency of Vendor; or

8. Termination by the County

The County may, at its option and discretion, terminate the contract at any time, in whole or in part, without any default on the part of the Vendor, by giving written notice to the Vendor at least five (5) days prior to the effective date of the termination.

The Purchasing Director may immediately terminate this Agreement for emergency purposes, as defined by the Lee County Purchasing and Payment Manual Section 12.1.

9. Termination by the Vendor

This Agreement may be terminated by the Vendor by giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the Vendor, and no such termination notice submitted by the Vendor shall become effective unless and until the Vendor is notified in writing by the County of its acceptance.

10. Holidays

The following is a list of holidays that are observed by Lee County:

- New Years Day - January 1
- Martin Luther King Day - To Be Designated
- Memorial Day - To Be Designated
- Fourth of July - July 4
- Labor Day - 1st Monday in Sept.
- Veterans Day - To Be Designated
- Thanksgiving Day - 4th Thursday in Nov.
- Friday After Thanksgiving Day
- Christmas Day - December 25

11. Security Questionnaire

The Security Questionnaire is for informational purposes only. Please complete the questionnaire and return.

12. Damage to County Property

Damage or theft of County property directly caused by the Vendor during security operations shall be assumed by the Vendor. A written report of same and cause of damage must be submitted to the Facilities Management Director, or designee, within 24 hours of occurrence. Vendor will pay for the cost of polygraph tests required by Lee County.

13. Examination of Site and Other Relevant Material

- a. The Vendor shall have visited the site and shall have fully acquainted and familiarized himself with conditions as they exist and the operations to be carried out. The Vendor shall make such investigations as he may see fit so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work. Vendor shall also thoroughly examine and be familiar with all the specifications.
- b. The failure or omission of the Vendor to receive or examine any instruction or document, or any part of the specifications or to visit the site and acquaint himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the Vendor of any obligation to perform as specified herein. Vendor understands the intent and purpose thereof and his obligations thereunder and that he will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.
- c. In the event of legal proceedings to enforce the terms of this agreement the prevailing party will be entitled to legal fees.

14. Permits, Licenses and Notices

The Vendor shall make application for and obtain necessary permits and licenses from the appropriate governing body. The Vendor shall give all notices necessary and incidental to the prosecution of the work.

15. Assignment of Contract

The Vendor shall not assign, transfer, sub-contract, or sell any portion of this contract unless permission is first given by the Facilities Management Director, or designee.

16. Laws and Taxes

- a. The Vendor shall comply with all County, City, State and Federal Laws and all applicable municipal ordinances and shall indemnify the Owner from all Vendor violations thereof. The Vendor shall further assume and be specifically liable for all State and Federal Payroll or Social Security Taxes, Unemployment Compensation Tax and for all State and Federal Sales and Use Taxes which may be in force and guarantees to hold the Owner harmless in every respect for violations by the Vendor of any such laws.
- b. Of special note is Florida Statute 442, "Right to Know Law", and the Vendor will comply with it fully and also assist Lee County as necessary in a timely manner.
- c. Vendor's employees must comply with the Florida Clean Indoor Air Act Chapter 85-257 by observing no smoking restrictions.

- d. Vendor shall comply with all applicable portions of OSHA 1910.

17. Method of Payment

Billing for security services will be paid on a monthly basis, after receipt of an invoice from the Vendor at the end of each time period of one (1) month. The invoice will be for the pervious month's service period and personnel time sheets will accompany the invoice to verify the monthly charges.

Lee County will not pay for any training of security personnel. Any training times will be noted on the personnel time sheet as non-chargeable time.

18. Reporting Information

The following information must be provided to the Facilities Management Director, or designee, on a daily basis.

- a. Building check sheets for after hours checks.
- b. After hour sign in sheets denoting times of people entering and exiting the buildings after hours during the week. (There will also be sheets to be turned in on Monday mornings from the weekend.)
- c. Sign-in sheets for the janitorial crew entering and exiting the building.
- d. Any incident reports.

19. Submittal Language

Any submittals requested should be returned with the quotation response or quoter will be rendered non-responsive.

20. Precedence of Specifications

In the event of inconsistency with the General Specifications, the Detailed Specifications shall control.

B. TECHNICAL REQUIREMENTS

1. Scheduling

Lee County, working with the Vendor, may designate the time during which selected buildings will be serviced.

2. Security Officer Personnel Duties

As directed by the Facilities Management Director, or designee, security service personnel duties shall include, but not be limited to, patrolling the interior and exterior of the facilities, patrolling parking lots, providing escort services and perimeter patrols, ensuring that doors to the County facilities and County vehicles are secure, and other duties, as assigned.

3. Security Service Requirements

- a. The "base" security force shall consist of security personnel, who shall be unarmed, except for night sticks. Regular guards must possess a "D" license and the appropriate number of training hours required and administered by the Florida State Division of Licensing.
- b. The Vendor shall supply each duty post with radios. The Vendor shall also supply a radio and charger for the use of the Facilities Management Director, or designee and the public parking lot booth.
- c. A Digital pager shall be supplied by the Vendor to be utilized by the Supervisor on duty or other designated security personnel, as determined by the Vendor. One pager number will be designated as the contract number for County employees in need of security guard services and for after hour door calls in the Administration Building.
- d. Response Times for supplying security guards:
 - 1) Emergency Response: This will occur when there is an immediate, unforeseen need for a guard on a temporary basis. In this category, a guard will be immediately made available to satisfy this temporary requirement.
 - 2) Non Permanent Response: This will occur when a guard is needed to fill a temporary, short-term assignment. The vendor will be given 24 hours notice to find someone to fill the assignment.
 - 3) Permanent (new) Post Response: This will be a new post or position that is needed at a Lee County site. The vendor will be given 7 days to obtain personnel to fill this new position.

4. Post Orders

The Vendor shall provide each security guard with post orders that have been written by the Vendor under the direction of the Facilities Management Director, or designee. The Facilities Management Director, or designee, must review and approve the post orders being distributed to security personnel. (For informational purposes only, a sample post order has been provided with this packet, see Attachment B.)

SECURITY QUESTIONNAIRE
(FOR INFORMATION PURPOSES ONLY)

1. List all supplies that will be available to use under this contract.

2. Where is your management office located?

3. Do you have a current Lee County Occupational License? _____

Occupational License # _____ Date: _____

STANDARD CONTRACT - Contracts that will not exceed three hundred and sixty five (365) calendar days; or where costs will not exceed \$500,000; and/or there are no unusual hazards present.

1. **Insurance Requirements:** *These are minimum requirements, which are subject to modification in response to operations involving a higher level of loss exposure.*

- a. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

\$500,000 per accident
 \$500,000 disease limit
 \$500,000 disease limit per employee

- b. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:

\$500,000 bodily injury per person (BI)
 \$1,000,000 bodily injury per occurrence (BI)
 \$500,000 property damage (PD) or
 \$1,000,000 combined single limit (CSL) of BI and PD

- c. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 bodily injury per person (BI)
 \$1,000,000 bodily injury per occurrence (BI)
 \$100,000 property damage (PD) or
 \$1,000,000 combined single limit (CSL) of BI and PD

**The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

2. **Verification of Coverage:**

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an "Additional Insured" on the General Liability policy.***

2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing

by registered mail, return receipt requested and addressed to the Risk Manager
(P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

- a. An appropriate "Indemnification" clause shall be made a provision of the contract.
- b. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

BOND NO.: _____

PERFORMANCE BOND

I. KNOW ALL MEN BY THESE PRESENTS: That (Name, Full Address & Phone # of Awardee), the Service Provider, as Principal, and _____, Surety, located at:

(Business Address)

are held and firmly bound unto the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, P O Box 398, Fort Myers, FL 33901, (941) 689.7385, a Political Subdivision of the State of Florida, as Obligee in the sum of (Amount of Bond Written in Words) (\$ _____) Dollars,

lawful money of the United States, for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

II. WHEREAS, Principal has entered into that certain contract (hereinafter "the Contract") dated the _____ day of _____, 20____, with Obligee for: Legal Description - (Legal Description, of Project including Strap #), who's address is (Project Address) for the project known as (Bid # and Full Project Title), in accordance with the conditions and provisions further described in the aforementioned contract, which is by reference made a part hereof.

III. THE CONDITIONS OF THIS BOND are that if Principal:

1. Fully, promptly, and faithfully performs the contract at the times and in the manner prescribed in the contract, and
2. Promptly makes payments to all claimants, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Obligee any and all losses, damages, costs and attorney's fees that Obligee sustains because of any default by Principal under the contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
4. Performs the guarantee of all work and materials furnished under the contract applicable to the work and materials, then this bond is void; otherwise it remains in full force.
5. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.
6. In no event shall the Surety be liable in the aggregate to Obligee for more than the penalty of its performance bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under several seals this _____ day of _____, 20__ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL: _____

BY: _____
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this
____ day of _____, 20__, by _____
(Print or Type Name)

who has produced _____
(Type of Identification and Number)
as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

BY: _____
As Attorney in Fact (Attach Power)

Printed Name

Agency Name

Agency Mailing Address

Agency Telephone Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this
____ day of _____, 20__, by

(Print or Type Name)
who has produced _____
(Type of Identification and Number)
as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

ATTACHMENT A

POST	APPROXIMATE HOURS/WEEK
Administration Building/Old Courthouse	115
Henderson Shops	88
Constitutional Complex (was 50 hrs/week...just increased)	80
Health Department (Michigan)	15
Health Department (Pondella Road)	28
Community Development/Public Works Center	56

FYI: Lee County utilizes security services approximately 4,100 hours per month in its facilities. This is only an approximation.

Holiday Schedules (same as weekends)

Administration Building/Old Courthouse	24 hrs./day
Henderson Shops	24 hrs./day

Equipment

1. Each post is to have a radio. Administration Building/Old Courthouse should have two.
2. Facilities Management office is to have one radio and charger. The public parking lot is to have one radio and charger.
3. Downtown Supervisor is to have a beeper for door calls and emergency calls. Beepers for posts will be left to the discretion of Vendor.

ATTACHMENT B

**POST ORDERS
(Sample)**

**The Facility
1234 Sixteenth Street
Cape Coral, Florida 33909**

GENERAL INFORMATION

1. The Security Officer is on duty five (5) days per week, eight hours (8) per day. This is an unarmed post.
2. Public Relations: Be polite at all times. Do not argue with any employee or visitor. The Security Officer does not make the policy, but is there to enforce the rules.
3. Appearance: Security Officers will be neat and clean in appearance while on duty and will wear only the approved uniform.
4. Security Officer Reports, Sign-In Sheets and Incident Reports for each day, are to be completed and given to the Area Supervisor by Monday.
5. Equipment assigned to the Security Officer while on duty:

Door Keys	1 Set
Two-Way Radio	1 Each
6. The Security Officer controls access to the building and monitors all personnel that are entering and exiting the building during regular business hours.
7. Control of county property will be in accordance with the procedures outlined in Lee County Office's special orders.

Special Orders

1. The Security Officer will be on duty Monday through Friday from 08:00 - 16:00 hours unless otherwise specified.
2. The Security Officer will first report to the Information Desk located on the first floor to receive keys and the radio.
3. The Security Officer will remain on the first floor during the day and will also direct people arriving for meetings to the rooms.
4. Whenever possible, a calendar will be supplied to the Security Officer so he/she will be aware of what is scheduled for that day.

Special Orders (continued)

5. There may be times when the county staff conducting meetings in the building will have specific instructions to be adhered to for that day. The Security Officer will make sure the staff request is administered.
6. The Security Officer will conduct a patrol of the inside of the building at least two (2) times during his/her tour of duty. The patrols are to be done as not to interfere with the normal daily routine.
7. Security Officers are to sign in and out on the Sign-In sheets. The sign-in sheets are to remain in the building and will be picked up each week by the Area Supervisor on duty.
8. Any inconsistencies in the operations of the building (air conditioning, mechanical systems, doors, etc.) will be reported to Building Automation at **335-2987**.
9. No Security Officer is to use the telephones for personal telephone calls.
10. All computerized equipment is off limits to the Security Officer.
11. A radio will be supplied for the Security Officer on duty to enable contact with the Security Officers at the Main Office Building. The Security Officer will notify the Main Office Security Officer when arriving for duty and when completing the outside perimeter check and when going off duty.
12. On occasion, the Security Officer will be required to escort individuals to their vehicle.

ATTACHMENT C
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY
(Only complete Part A if your principal place of business is located within the boundaries of Lee County)

1. What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?

2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)

1. How many employees are available to service this contract? _____

2. Describe the types and amount of equipment you have available to service this contract.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types and amount of material stock that you have available to service this contract.

4. Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive five years?

Yes _____ No _____

If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary.

Memorandum
from
FACILITIES MANAGEMENT

Date: January 26, 2004

To: Chris Jeffcoat
Purchasing Services

From: Jayne Elwell
Contracts Specialist

SUBJECT: Security Services for Lee County Facilities – Q-040127

The pre-qualification packets required in Step One of the quote Q-040127 have been reviewed and the following companies have been qualified to go on to Step Two of the bidding process:

**Alanis Security
Allied Security
Andy Frain Services
Central Security
Marrill Security Services
Wackenhut Security
Weiser Security**

The following companies were found not qualified to continue on to Step Two of the bidding process:

Statewide Security

I have enclosed the evaluation sheets, which include the reference checks for your file. Please notify the qualified vendors of their status and proceed with the bidding process.

Thank you.

/je
cc: Richard Beck

04 JAN 27 AM 10:30

ATTACHMENT 5

Memorandum
from
FACILITIES MANAGEMENT

Date: March 15, 2004

To: Chris Jeffcoat
Purchasing Services

From: Jayne Elwell
Contract Specialist

SUBJECT: Q-040127 – Security Services for Lee County Facilities

The bid packages for Q-040127 – Security Services for Lee County Facilities have been reviewed and it is recommended that this project be awarded to Weiser Security Services, Inc. who was the low quoter meeting all specifications.

Please proceed with the bid award.

Thank you.

/je

cc: Richard Beck
Peter Cloutier
Duane DePuy

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LEE COUNTY, FLORIDA
PROPOSAL PRICE FORM
FOR

SECURITY SERVICE FOR LEE COUNTY FACILITIES

DATE SUBMITTED: March 9, 2004

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers: _____

COST FOR UNARMED "BASE" SECURITY SERVICE (HOURLY COST PER PERSON)	\$ <u>9.72</u> HOURLY PER PERSON (BASIS OF AWARD)
--	--

TO BE STARTED WITHIN ONE (1) CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Is your firm interested in being considered for the Local Vendor Preference?
Yes YES No _____

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

Quoters shall carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quotation may be grounds to reject that quotation.

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

Are there any modifications to the quote or specifications:
Yes _____ No NO

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME Weiser Security Services, Inc.

BY (Printed): James M. Mudge

BY (Signature): 

TITLE: Senior Branch Manager

FEDERAL ID # OR S.S.# 72-0708761

ADDRESS: 1919 Courtney Drive, 10B

Fort Myers, FL 33901

PHONE NO.: 239-278-1151

FAX NO.: 239-278-1827

CELLULAR PHONE/PAGER NO.: 239-980-6484

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 750162

E-MAIL ADDRESS: jamesm@weisersecurity.com

REVISED: 7/28/00

SECURITY QUESTIONNAIRE
(FOR INFORMATION PURPOSES ONLY)

1. List all supplies that will be available to use under this contract.

radios, nightsticks, whistles

2. Where is your management office located?

1919 Courtney Drive, 10B

Fort Myers, FL 33901

3. Do you have a current Lee County Occupational License? yes

Occupational License # 750162 Date: 9/30/04

ATTACHMENT C
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY
(Only complete Part A if your principal place of business is located within the boundaries of Lee County)

1. What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?

1919 Courtney Drive, 10B

Fort Myers, FL 33901

2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)

1000 square feet of office space

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)

1. How many employees are available to service this contract? _____

2. Describe the types and amount of equipment you have available to service this contract.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

MAR. 4. 2004 1:54PM

INDEPENDENT INS NOLA

NO. 077 P. 1/1

FIDELITY & LIABILITY INSURANCE

OP ID JS
WEISE-1

DATE (MM/DD/YYYY)
03/04/04

PRODUCER
Independent Insurance Assoc.
August C. Engelhardt
710 Baronne St.
New Orleans LA 70113
Phone: 504-586-1000 Fax: 504-586-8600

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Weiser Security Services, Inc.
PO Box 51720
New Orleans LA 70151

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Everest Indemnity Ins Co	10851
INSURER B: Travelers Indemnity Co. of CT	36153
INSURER C: Travelers Casualty & Surety	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR POLY LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	51GL000130-032	11/01/03	11/01/04	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Professional Liab				PERSONAL & ADV INJURY \$ 1,000,000
GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY	8103344W630	01/01/04	11/01/04	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
					AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUS: TOTL- TORY LIMITS ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$
C	Fidelity Bond 1st & 3rd	98BY103128095BCK	01/01/04	11/01/04	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Lee County Board Of Commissioners is named as additional insured as required by written contract.

CERTIFICATE HOLDER

LREC001

Lee County Board of County Commissioners
Risk Management
P. O. Box 398
Fort Myers FL 33902-0398

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Gerald J. LeBlanc, Jr.