

**THE CITY OF PENSACOLA, FLORIDA  
INVITATION TO BID  
BID NO. 22-049**

**PORT OF PENSACOLA SECURITY SERVICES**

Sealed bids **with original signature**, one complete copy, and **one (1) complete electronic copy (PDF) on flash drive or CD** will be received on **September 15, 2022, 2:30 P.M.**, local time, at the following location.

**City Hall (lobby)  
222 West Main Street  
Pensacola, Florida, 32502  
Attention: Purchasing**

**The face of the sealed envelope shall be plainly marked identifying the bidder, the item(s) or service(s) bid and the bid number.** No late submittals will be accepted. Multiple submittals (or pricing) from the same entity will not be accepted. Those submittals received will be opened and publicly read the **following business day** (*September 16, 2022, 10:00 A.M., local time*) via Microsoft Teams at the following link: [Microsoft Teams bid opening link](#).

Participation in a Microsoft Teams meeting requires a microphone and speakers; however, webcams are optional. Participants may join the meeting either via a PC or Smartphone. Please be sure to check the system requirements at the following link: [Microsoft Teams System Requirements Check](#).

Specifications will be posted to the City's website at [www.cityofpensacola.com/bids.aspx](http://www.cityofpensacola.com/bids.aspx). **Addenda will be posted to the City's website. Bidders are responsible for obtaining addenda, and are advised to check the website frequently.**

A bid tabulation with a Notice of Intent to Award will be posted to the City's website at [www.cityofpensacola.com/bids.aspx](http://www.cityofpensacola.com/bids.aspx). Bidders are advised to check the website frequently.

Bidders shall submit a certified check or bid bond, payable to the City of Pensacola in the amount of **five thousand dollars (\$5,000)** for a period of sixty (60) days.

Any questions concerning the proposal should be addressed and submitted in writing **no later than 10:00 A.M., local time, September 6, 2022** to:

**George Maiberger, Purchasing Manager  
City of Pensacola  
222 W. Main St.  
Pensacola, FL 32502  
[purchasing@cityofpensacola.com](mailto:purchasing@cityofpensacola.com)**

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 850-436-5080 for further information. Requests must be made at least five (5) calendar days before the event in order to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item number when applicable, to waive any bid informalities and to re-advertise for bids when deemed in the best interest of the City of Pensacola.

Attest:  
Ericka L. Burnett  
City Clerk

CITY OF PENSACOLA  
Grover C. Robinson, IV  
Mayor

The City of Pensacola provides equal access in employment and public services.

**SECURITY NOTICE**

Due to coronavirus concerns, visitors to City Hall may be required to stay in the lobby unless otherwise directed.

**Late submittals will not be accepted.**

## GENERAL CONDITIONS

To ensure acceptance, all bidders submitting bids to the City of Pensacola shall be governed by the following conditions, attached specifications, and bid form(s) unless otherwise specified. Bids not submitted on the bid form(s) provided shall be rejected, and bids not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications as written. If the bid is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the bid. The bidder must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).
2. **Award of Bids:** Recommendations for award of bids are made to the Mayor or City Council based on the lowest and best responsible bidder meeting all conditions and requirements of the specifications.
3. **Bid Bond:** The particular item(s) or service(s) outlined within the attached specifications require(s) that a certified check, cashier's check, or insurance company's executed bond made payable to the City of Pensacola in the amount of five thousand dollars (\$5,000) accompany your proposal. To ensure its prompt return, please include the company's name and return address on the face of your good faith check or draft. Checks or drafts accepted as good faith deposits will be retained within the City's Finance Department until award and execution of contract is complete, or until a purchase order is issued to the successful proposer. Any proposer withdrawing his proposal after the proposal opening forfeits the right of return of his good faith deposit.
4. **Bid Withdrawal:** No bid may be withdrawn after closing time for receipt of bids for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by Mayor or City Council.
5. **Delivery:** Bid quotations shall include all freight costs to Pensacola, Florida to a point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) or service(s) ordered nor any risk of loss shall be passed to the City of Pensacola until after receipt of delivery has been acknowledged by an authorized representative of the City of Pensacola.
6. **Discounts:** Terms offering a discount for prompt payment will be considered in

determining the low bid. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the product or service judged acceptable to the City of Pensacola or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining low bid.

7. **E-Verify System (Mandatory):** In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.
8. **Exceptions to Specifications:** During the drafting of written specifications, a sincere effort is made to describe products and services best suited to the needs of the City; however, in order that consideration be given in evaluating bids, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor is the final authority in determining the acceptability of any exceptions to specifications.
9. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.
10. **Identical Tie Bids:** In the event that two or more bids are identical in price, preference shall be given to business with Drug-Free Work Place Programs. A Drug-Free Work Place Certificate is enclosed.
11. **Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain item(s) or service(s) to be purchased by the City of Pensacola including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the item(s) or service(s).
12. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Invitation to Bid Page. Inquiries must reference the bid item(s) or service(s) and the date of the bid submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.
13. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all bids received in response to these specifications, and shall govern any and all claims between person(s) submitting a bid response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the bidder concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect

thereof. The Bidder agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.

- 14. Licensing Requirement:** Each bidder shall possess at the time of submitting its bid all licenses, registration and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Bidder must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded bidder shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)).
- 15. Mistakes:** Bidders are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) or service(s) involved. Failure to do so will be at the bidder's risk. Unit prices bid will govern in award.
- 16. Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s) received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.
- 17. Permits and Taxes:** The bidder shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Bidders who use public roads of the City of Pensacola, Florida for transport of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a "Use of Streets" permit for a fee not in excess of the license paid for by local licensees engaged in the same business.
- 18. Pre-Bid Meetings:** If a bid requires a mandatory pre-bid meeting, any representative of a firm wishing to submit a bid must sign in with the name of the bidding firm.
- 19. Prohibited Conduct by Bidders:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with the Mayor, any member of Pensacola City Council or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.

- 20. Protests:** Protests of the plans, specifications, and other requirements of bids and requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled bid submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of bid or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.
- 21. Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).
- 22. Public Records:** Any material submitted in response to this Invitation to Bid will become a public document pursuant to Florida Statute §119.07. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the bid pursuant to Florida Statute §119.07.
- 23. Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.
- 24. Rejection of Bids:** The City of Pensacola reserves the right to accept or reject any or all bids, to award bids on a split-order basis by item or service number, to waive any minor bid irregularities, technicalities, or informalities, and to re-advertise for bids when deemed in the best interest of the City of Pensacola.
- 25. Sealed Bids:** The specifications and all executed bid forms must be submitted in a sealed envelope. All bids must be signed by an authorized representative of the bidder. In the event more than one bid submittal deadline is scheduled for the same date and time, do not include bids concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying the bidder, the item(s) or service(s) bid and the bid number.** It shall be the sole responsibility of the bidder to assure receipt of bid at the specified location prior to the published time for the bid submittal deadline. No bid will be accepted after closing time for receipt of bids, **nor will any offers by telephone, fax, internet or email be accepted.**
- 26. Tax:** The City of Pensacola is exempt from all State and local sales tax.

**27. Termination for Convenience:** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery to the contractor at least thirty (30) business days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

**28. Unauthorized Aliens:** The City of Pensacola shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

**29. Venue:** Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.

**ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

## **INSTRUCTIONS TO BIDDERS**

### **1. AWARD OF CONTRACT**

- A. The contract will be awarded as soon as practicable to the lowest responsible bidder, price and other factors considered, provided their bid is reasonable and it is to the interest of the City to accept it.
- B. The City reserves the right to waive any informality in bids received when such waiver is in the interest of the City. In case of error in the extension of prices, the unit price will govern.
- C. The City further reserves the right to accept or reject any or all items of any bid, unless the bidder qualifies such bid by specific limitations; also to make an award to the bidder whose aggregate bid on any combination of bid items is low.

### **2. BID OPENING**

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested.

### **3. BIDDERS INTERESTED IN MORE THAN ONE BID**

If more than one bid is offered by any one party, by or in the name of their clerk, partner, or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

### **4. DECLARATIONS**

The bidder hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respect fair and in good faith without collusion or fraud.

The bidder further declares that they have examined the site of the work and have informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the specifications for the work and the contractual documents relative thereto, including the Advertisement, Proposal Form, Form of Contract, General Conditions, and all specific conditions; and that they have satisfied themselves relative to the work to be performed.

The bidder proposes and agrees, if this Proposal is accepted, that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability



and to contract with the City of Pensacola in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the project.

## **5. PENALTIES**

The bidder further agrees that in case of failure on their part to execute the said Contract and Bond within **(10)** calendar days after written notice being given of the award of the Contract, the check or bid bond accompanying this bid, and the monies payable thereon, shall be paid into the funds of the City of Pensacola as liquidated damages for such failure; otherwise, the check or bid bond accompanying the Proposal shall be returned to the undersigned.

## **6. PREPARATION OF BIDS**

- A. Bids shall be submitted on the forms furnished or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the bid.
- B. The form of bid will provide for quotation of a price, or prices, for one or more items which may be lump sum bids, alternate prices, scheduled items or a combination thereof. Where required on the bid form, bidders must quote on all items and they are warned that failure to do so may disqualify the bid. When quotations on all items are not required, bidders should insert the words "no bid" in the space provided for any item on which no quotation is made.

## **7. RECEIPT AND OPENING OF BIDS**

No responsibility will attach to any City employee for the premature opening of, or the failure to open, a bid not properly addressed and identified.

**City of Pensacola**  
**Port of Pensacola Security Services**

**1. BACKGROUND AND PURPOSE**

- 1.1 The Port of Pensacola is a small seaport owned and operated by the City of Pensacola. The company shall provide security services to the Port of Pensacola in its efforts to ensure Maritime Transportation Security Administration (MTSA) 2002, 33 Code of Federal Regulations (CFR) 105, and the Transportation Worker Identification Credential (TWIC) are met.

**2. SCOPE OF WORK**

- 2.1 The Contractor shall provide throughout the Term to the port from time to time such response, coordination and monitoring services as may be required to effectively deliver the Services, which shall include but not be limited to:
- 2.1.1 The provision and maintenance of a call service center on a twenty-four hour, 365 day per year basis accessible by means of a single toll free telephone number, pursuant to which the port may:
- Order additional periodic Services for the applicable property;
  - Report any failures or insufficiencies in the delivery of any Services;
- 2.1.2 The monitoring and auditing of the quality of Services provided by Contractor, including but not limited to both scheduled and unscheduled on-site inspections, surveys of Contractor's and Contractor's representatives' satisfaction, and communications with Contractor's Representatives following reports of failures or insufficiencies in the delivery of Services. The foregoing shall include review of incident and other reports and communication with designated Contractor's Representatives regarding critical issues such as trends in types of incidents and the implications for incident prevention, potential cost savings (while preserving the integrity of security services) and improvement of safety procedures.
- 2.1.3 The designation of one or more account managers from time to time to address any failure insufficiencies in the delivery of Services or any other issues arising in the implementation of this Agreement.
- 2.1.4 All changes, modifications, deletions, or additions, to the Services that will result in any change must be requested and approved in writing by the port for the applicable property prior to any such change, modification, deletion, or addition.
- 2.1.5 Upon any termination of this Agreement with respect to any property, Contractor shall cooperate with The port in transferring all documents,

books, records, and other property relating to the applicable property in Contractor's possession or control, as may be reasonably requested by The port, to The port or such party as The port may designate in writing and in otherwise providing for the orderly and professional change in performance of Services as such Property.

- 2.2 The Contractor shall not be entitled to be paid or reimbursed by The port for any services or any other labor, supervision, materials or equipment that is in excess of the Scope of Services. Any unauthorized extra services furnished by Contractor except in accordance with this agreement will be provided at Contractor's sole cost and expense, to the fullest extent possible under applicable law, Contractor waives any claim for unjust enrichment of the port arising out of any such extra service.

### **3. SERVICES TO BE PROVIDED**

- 3.1 The description of services below is not intended to be exhaustive; The Contractor shall provide whatever is reasonably necessary to protect facility personnel and the property.
- 3.2 The services to be provided are (1) unarmed security officers at the Port of Pensacola Property for each shift listed below.

Shifts are as follows:

- A Shift: 0700-1500 (Everyday)
- B Shift: 1500-2300 (Everyday)
- C Shift: 2300-0700 (Everyday)
- D Shift: 0700-1500 (Monday – Friday)

- 3.2.1 Each security officer must possess computer skills. Access control consists of a visitor management computer based software program, surveillance system monitoring which consists of security cameras and alarm monitoring, and hand held card readers.
- 3.2.2 Eighty percent (80%) of communication for security officers is via Microsoft Outlook.
- 3.2.3 Class D Officer must be in possession of a permanent Class D, the temporary (blue card) is not acceptable.
- 3.2.4 Security officers must ensure Access Control procedures are enforced. They must make certain all personnel, vessels, and vehicles have proper credentials and ensure all cargo is authorized to enter/exit the Port.

- 3.2.5 Security officers perform routine patrols which consist of checking buildings, fence lines, berths, and lights for discrepancies and understand proper reporting procedures.
- 3.2.6 Security performs screenings of personnel, vehicles, and cargo entering/exiting the Port.
- 3.2.7 Security must possess good judgment skills and be able to identify suspicious personnel or objects.
- 3.2.8 Security personnel must be able to understand chain of command reporting requirements.
- 3.2.9 There is daily use of computers, telephone, mobile radio, marine radio, and surveillance equipment.
- 3.2.10 Security reviews and completes daily forms and logs, to include-but not limited to:
- Cargo/Crew Manifests
  - Bills of Lading
  - Incidents Reports
  - Facility Check Sheets
  - Screening Sheets
  - Vessel Berthing
  - Cargo Tracking
- 3.3 One of the unarmed security officers on A shift will be identified as the on-site supervisor (Title: Chief of Port Security). Refer to **Section 16 – CHIEF OF PORT SECURITY** for identification of Chief's responsibilities. The ability to meet this requirement must be clearly stated.
- 3.4 One of the unarmed security officers on B or C shift will be identified as the Port Training Officer. Refer to **Section 18.2 – TRAINING OFFICER** for identification of training responsibilities. The ability to meet this requirement must be clearly stated.
- 3.5 These services include standing security posts, roving security patrols, monitoring security systems, supervising other security personnel, maintaining security infrastructure, and carrying out such other basic security tasks as required by for daily operations per Port standard operating procedures (SOP).
- 3.6 The security officers must maintain discipline, excellent appearance, professional demeanor, integrity, and attention to duty among all security personnel.

- 3.7 Security personnel shall perform all duties in accordance with oral and written instructions provided by appropriate Port personnel. Security personnel shall read and become familiar with all Port security policies and procedures.
- 3.8 The Contractor is responsible for furnishing trained and qualified unarmed security personnel in sufficient numbers to provide service as requested by the Port. This service will be continuous, regardless of weather or disaster. The services provided will include, but not be limited to, the following:
- Administering Port security procedures
  - Access control of persons, vehicles, and other property through a computer database
  - Physically inspect persons, vehicles, and other property
  - Site surveillance (by video cameras, alarm monitoring, and foot and vehicle patrols)
  - Identifying and reporting security and safety violations
  - Maintaining files for security related documentation
  - Assisting Port personnel and tenants in emergency situations
- 3.9 The Contractor will be responsible for ensuring security personnel are accountable for the following:
- 3.9.1 Ensuring that proper action is taken to prevent or minimize losses, accidents, fires property damages, safety hazards, and security incidents. Security personnel will take appropriate action on any breach of security, suspicious activity, or safety hazards in notifications to local Law Enforcement, EMS, or facility security officer (FSO).
- 3.9.2 Monitoring alarms, surveillance screens and recording devices. Monitor fire alarms systems and respond to any alarm sites, communicate findings to the security supervisor and/or FSO to determine if situation warrants contacting police or fire department.
- 3.9.3 Investigate unusual occurrence in and about the premises, and maintain awareness of special activities taking place surrounding and throughout property.
- 3.9.4 Conduct random patrols - to include tenant areas and parking lots. Security personnel must be alert for suspicious person, suspicious packages, personal and port property exposed to theft and safety concerns. Security personnel shall vary their rounds so as not to be predictable in the arrival times or the time spent at each location.
- 3.9.5 Follow written instructions that outline specific activities and conduct of security officers. These instructions will clarify and identify port personnel that have authority to direct contract security employees.
- 3.9.6 Maintain site specific instructions and Port SOP at security station.

3.10 The Port as noticed by the security company shall maintain a duty roster of all unarmed employees. Any person or persons who report for work and identifies themselves as someone other than contained upon the official security personnel duty roster shall be denied access and reported to the proper authorities.

3.11 The security company must ensure all security personnel display a TWIC badge at all times.

3.11.1 TWIC is a federally mandated Port credential. The Port will not reimburse for the cost of the TWIC. This would need to be included in the vendor bill rate. The costs associated with TWIC may be found at the following web site:

<https://www.tsa.gov/for-industry/twic>

3.11.2 Each security officer must maintain a current Class D licenses on their persons at all times and be able to present it upon request.

3.12 In any event, a security officer who is on duty shall be capable of responding to any call received within a time period not to exceed five (5) minutes.

3.13 Security personnel shall inspect exterior doors and buildings for proper lock down at facilities set time and record required information on appropriate documents.

#### **4. ALTERNATE SERVICES TO BE PROVIDED**

4.1 Option A: Quote for armed security officers (Class G)

- Occasionally, Federal and State law may require Class G guards. This is NOT a routine requirement for the Contract. The Port will make every effort to notify the Contractor in advance of armed security officers.

#### **5. PORT FURNISHED ITEMS**

5.1 The Port will furnish, without cost to the Contractor, the following materials and equipment to be used in connection with the performance of this Contract:

A. Procedures: The Port will provide the following documents to the Contractor within ten (10) days after the Contract effective date:

- City of Pensacola Standards of Conduct;
- Ethical Conduct Standards;
- Port Security Standard Operating Procedures (SOP);
- Important Contact Telephone Numbers;

- B. Keys: Keys for access to each building will be maintained by security officers and accounted for each shift. Appropriate use of these keys is detailed in the SOP. The Contractor is responsible for securing and maintaining the keys in good working condition. The Port will replace lost keys at the Contractor's expense. Reports will be written on all lost keys.
- C. Transportation: The Port will furnish patrol transportation for security officers. The Contractor is responsible for any damage caused to the vehicle that is considered negligence, recklessness or wanton conduct, or intentional misconduct. The vehicle should be inspected each shift to ensure the following:
- The vehicle is in good working order;
  - Discrepancies are annotated;
  - Discrepancies are reported to the Chief of Port Security, Port Maintenance Supervisor, and Port FSO.
- (Note: Currently the security guards are using a golf cart for transportation.)
- D. Communication Equipment: The Port will provide security officers with reliable communication devices and all necessary communication equipment to perform their duties. This will include, but not be limited to:
- Two Way Radio;
  - Marine Radio;
  - Telephone;
  - Fax Machine;
  - Computer (email);
- E. Office Supplies: The Port will supply security officers with a predetermined amount of office supplies within thirty (30) days of the Contract being awarded. Office Supply inventory will be viewed every six (6) months to determine if additional supplies are needed based upon business activity or to determine Fraud Waste and Abuse (FWA). FWA may be grounds for termination of this provision and the Contractor shall provide all necessary Office Supplies to the Contract Personnel at no additional cost to the Port.
- Office Supplies are defined as: pens, pencils, paper clips, ribbons, file folders, sticky note pads, in/out boxes, waste baskets, floor mats, batteries of all types, first aid kits, light bulbs, flashlights, certain cabinets, electrical extension cords, and various special file containment units.
- F. Miscellaneous Equipment: The Port will provide security officers with miscellaneous devices and all necessary equipment to perform their duties. This may include, but not be limited to:

- Binoculars;
- Bull Horn;

G. Replacement (Equipment): The Contractor assumes full responsibility for all equipment issued by the Port to the Contractor solely for performance of the work contained herein. The Contractor will reimburse the Port, at current market rates, for all equipment that is lost, damaged, stolen, or otherwise unavailable. Upon termination of the Contract, all equipment will be returned to the Port in good operating condition, less reasonable wear and tear. Refer to **Sections 22-27 INSURANCE AND INDEMNIFICATION** for specific insurance guidelines.

H. Replacement (Damages): The Contractor assumes full responsibility for all costs associated with damages caused by any Contract Personnel to any Port equipment, machinery, property, or facility. Refer to **Sections 22-27 INSURANCE AND INDEMNIFICATION** for specific insurance guidelines.

## 6. CONTRACTOR FURNISHED ITEMS

6.1 The Contractor will furnish, without cost to the Port, the following materials and equipment to be used in connection with the performance of this Contract:

A. Uniforms: All security personnel assigned to the Port property will be appropriately uniformed in accordance with applicable local, state, and federal standards. Contractor shall be responsible for uniform costs, to include rain and cold weather gear. Contractor shall be responsible for cleaning in those markets where required by law or by collective bargaining agreement.

6.2 The uniform shall clearly identify the employee as a security officer working for this Contract and shall include a picture ID badge from the Contractor. The uniforms shall be neat, clean, pressed, and present a professional appearance. Security personnel reporting to work with a uniform that does not meet this standard will be required to change before reporting to work, and the Contractor shall provide immediate replacement, as necessary, to avoid any lapse in coverage.

6.3 The port must preview and approve all uniforms for all seasons.

## 7. REPORTING PROCEDURES

7.1 Contractor shall provide the port with written reports relating to key performance indicators and other matters in such form (including but not limited to electronically transmitted spreadsheet formats or otherwise) as may be reasonably agreed upon from time to time and at such frequency as required by the port from time to time, including but not limited to cost minimization activities,



service exception reports, satisfaction and performance surveys, and periodic service requests.

- 7.2 On a quarterly basis, Contractor shall provide a spreadsheet to the port listing the names and social security number (or other unique identifier) of each employee and back-up security officers, assigned to the Port. Back-up security officers must maintain current Class D and TWIC.
- 7.3 Any unusual events will be summarized briefly in the Post Logbook maintained at the Access Control Points for identification of the principals later if further investigation is needed. The bound Post Logbook will become the property of the Port upon termination of the Contract. Preserve the bound Post Logbook for each post from the inception of the Contract and make the Logbook immediately available to the Port upon request.
- 7.4 An Incident Report must be completed when a firearm is discharged, someone is injured, or a major criminal act or significant event occurs. Security officers should refer to the SOP to determine when a report is required.
- 7.5 Maintain a log of all significant events that take place during each shift. Each shift will start with a new log entry listing any abnormal conditions or indicating that conditions were normal. The log shall reflect at a minimum all security, safety, or building maintenance events the time that they occurred and the corrective actions that were taken.

## **8. PERSONNEL**

- 8.1 ELIGIBILITY CRITERIA - All unarmed security personnel and Contract Supervisors employed by the Contractor under this Contract are required to meet the following requirements:
  - The Contractor must be licensed by the State of Florida to perform security services;
  - Any individual who performs security services must have a current Class D license in accordance with Section 493 of the Florida Statutes;
  - Shall be physically qualified to perform all duties;
  - Every security officer must be in possession of a TWIC before being allowed to work at the Port. The Contractor is responsible for payment.

## **9. HIRING STANDARDS AND POLICIES**

- 9.1 Minimum Hiring Standards: Port requires that Contractor's security officers meet or exceed the minimum standards set forth below before assignment to the premises:
  - Valid Florida Driver's License;

- Valid TWIC (Successfully pass background investigations by the Department of Homeland Security);
- Meet state of Florida licensing requirements prior to placement;
- Computer skills associated with Visitor Management Processing, Surveillance and Alarm Monitoring, replying to emails, and hand held card readers;
- The Contractor's Project Manager, Contract Supervisor, and security personnel must be able to read, write, speak, and understand English clearly;
- Comprehend oral and written orders, procedures, and materials;
- Physically able to accomplish various tasks that must be performed, including but not limited to quickly ascending and descending stairs and lifting weight of at least 50 pounds (unless written approval is obtained from Port);
- Well-developed level of maturity necessary for professional interaction;
- Neat, clean, and well-groomed appearance while providing services

## **10. STAFFING**

10.1 Allowances shall not be granted to compensate for additional cost or personnel required to satisfy the staffing requirements in the event of illness, personnel absence, tardiness, or relief. Contractor shall be solely responsible and liable for filling these positions. Advanced notification is required for any security officer taking approved leave time and the Contractor must provide who the replacement security officer will be. Contractor will not be compensated for any additional services performed unless approved and authorized under separate agreement by Port.

10.2 Contractor shall maintain and show evidence of available utility/reinforcement officers and supervisors ready to assist the port immediately in the event of flood, fire, natural/manmade disaster, or other emergency.

10.3 Contractor shall supply relief officers as necessary, at no additional cost to the Port, to ensure that all assignments are performed as required. The Port reserves the right to interview all new employees prior to placement.

10.4 It is understood that the Contractor will maintain a group of substitute/alternate officers trained on the port's security posture for assignment as required. Contractor will supply an updated list of trained officers on a quarterly basis or as needed.

10.5 Contractor shall provide coverage of additional shifts or special requests at standard hourly billing rates.

10.6 In the event of emergency situations that are by their nature or scope unable to be staffed within the parameters of this agreement, emergency coverage with less than 24 hours' notice will be billed at a rate of one and one half times the current billing rate for the first 48 hours or, until such time as the Contractor is

no longer paying an overtime rate, whichever is less for unarmed coverage at existing coverage locations.

## **11. SECURITY OFFICER TURNOVER RATE AND RE-STAFFING REQUIREMENTS**

11.1 Stability of security workforce is a primary concern to the port. Contractor will make every effort to prevent turnover of employees. Excess turnover will be considered unacceptable and may be cause for contract termination.

11.2 The Port reserves the right to reject any employee of Contractor who the port deems is not qualified. Contractor will not be compensated for overtime paid to contract employees called in to re-staff vacated shifts that do not have a permanent officer stationed for any reason.

## **12. COVERAGE**

12.1 In the event there is no guard available for any duty shift, the Contractor shall hire and pay a duly qualified security officer from another company to cover the shift.

## **13. LIMITATION ON MAN HOURS**

13.1 No security officer shall work more than twelve (12) consecutive hours, in any twenty-four (24) hour period. This limitation may be waived by the Port in emergency situations that are beyond the control of the Contractor (i.e., weather conditions preventing the next shift from getting to the facility). The Contractor must notify the FSO about any emergency situation as it occurs, and request a waiver for each occurrence.

## **14. OFFICER ROTATION**

14.1 The Port reserves the right to require the transfer or rotation of any or all security officers at time intervals specified by the Port.

## **15. SHIFT RELIEF**

15.1 Security officers will not leave assigned posts at any time during or at the end of a shift, unless relieved by the appropriate duty personnel, or unless specifically authorized by the Port to leave a post. Guards shall bring their necessary meals for consumption on the premises.

## **16. CHIEF OF PORT SECURITY**

16.1 Contractor will provide an assigned Chief of Port Security to assure adequate supervision of all contract personnel. A separate quote for this position must be included in the proposal. The Chief of Port Security shall have earned their position with proven performance records and may be interviewed by the port

prior to assignment. The Chief is a “**working supervisor**” and duties shall include, but shall not be limited to, the following:

- Interview and approve all newly hired staff for The port’s property portfolio;
- Ensure security personnel maintain contract compliance (i.e., training, licenses, certifications, etc.);
- Works closely with the Training Officer to ensure standards are met;
- Facilitate effective communication with on-site Port and security officers;
- Recommend Staffing;
- All duties required by every security officer;

## **17. INSPECTIONS**

17.1 The contractor shall:

- A. Provide a salaried manager who will conduct regular, unannounced inspections to ensure security officer’s compliance with all established regulations. Inspections will consist of not less than one visit per shift each week.
  - The Chief of Port Security can NOT be designated as the site salaried manager for inspections.
  - These inspections will be documented and provided to the FSO for contract compliance.
- B. Have frequent, documented unannounced inspections day and night by senior management personnel, including branch managers, and periodic inspections by regional managers and corporate compliance officers.
- C. Submit documented reports on all inspections to corporate headquarters and Contract Manager to ensure continued supervision of each account.
- D. Utilize inspections as time for further training by salaried manager, testing and review documented on officer’s monthly training records.

## **18. TRAINING**

18.1 All training and testing will be at the sole cost and expense of Contractor concerning the state of Florida requirements.

18.2 **TRAINING OFFICER** - The Contractor shall provide a designated Training Officer for the port’s property portfolio to assure adequate training is conducted for all contractor personnel. A separate quote for this position must be included in the proposal. The Training Coordinator is responsible for:

- Training all staff in 33 CFR 105, Port initiatives, Port SOP, customer service, code of conduct, etc.;
- Coordinating and facilitate staff development, licenses, permits, certifications, etc.;
- Maintaining Port training files;

18.3 Contractor, at contractor's expense, must ensure that any officer is trained in the following areas before working at the Port of Pensacola:

- 33 CFR 105
- Port SOP
- Patrol and Observation Techniques
- Report Writing
- Customer Service and Public Relations
- Fire Safety and Prevention
- Port Property
- Bomb Recognition
- Conflict Management
- Interpersonal Skills
- Incident Investigation
- Crime Prevention
- Handling Threatening/Hostile Individuals
- Computer Operations
- Emergency Call Procedures to Notify the Police/Fire Department/FSO
- Port Specific Forms
- Operation of a computer, two-way radio, cellular telephone or other devices (i.e., marine radio)
- Surveillance Systems (including security cameras and alarm monitoring)
- Procedures for identifying and handling suspicious packages
- Procedures for identifying and safely responding to biomedical hazards
- Familiarity with port structure and personnel

18.4 Each security officer shall complete all required training courses as mandated by State of Florida.

18.5 Prior to assignment of duty as a unarmed officer at the Port, each unarmed officer shall complete twenty-four (24) hours of orientation and basic on-the-job security training related to Port specific operations and be conducted by Contractor at the premises.

18.6 The premises shall not be used as a training site for contractor personnel destined for assignment at other accounts.

## **19. ON-GOING OFFICER TRAINING**

19.1 Each officer shall also receive a minimum of eight (8) hours of training every

twelve (12) months at the sole cost and expense of Contractor. Subjects shall include, but not be limited to:

- 33 CFR 105;
- Customer Service;
- Conflict Management;
- Report Writing;
- Computer Operations;
- Interpersonal Skills;
- Incident Investigation;
- Crime Prevention;
- Handling Threatening/Hostile Individuals;
- Fire Prevention;
- Observation Skills;
- Effective Patrol Techniques;

19.2 The records must be maintained on Port premises and provided to the FSO for verification.

## **20. CERTIFICATIONS**

20.1 All security personnel will meet state and local licensing requirements. Copies of licenses and certificates must be provided to the port upon receipt.

## **21. PROPOSAL REQUIREMENTS**

### **21.1 CONTENTS**

**Tab A: Cover Letter and Table of Contents**

**Tab B: Services**

- Profile: Describe the Company's organization and general background.
- History and Experience: Describe any other similar involvement in which services proposed in the reply were delivered to other customers (either private or public). Cite any important similarities or differences.
- Ability to Provide Services: Provide a detailed description of the Company's ability to provide the services the Port desires. If multiple individuals will be involved, include specific detail regarding each individual and his or her relevant tasks. Also:

1. Provide the company's work location (physical address).

2. If proposed personnel work in a branch office, provide information on the ability of the branch office to provide the services.
3. Provide experience of the company and staff with working on projects or providing services, including:
  - Port/Maritime Security;
  - United States Coast Guard (USCG);
4. Provide information on the current workload of the company and current workload of the personnel assigned to work with the Port.
  - References: Supply reference summaries for four (4) businesses or government agencies for which you have done similar work in the past, as a contractor, sub-contractor, or partner. Ensure the list of references has their complete contact information.

**Tab C: Uniform Policy:** Describe and document your Company's current uniform policy.

**Tab D: Cost Information:** Complete the **PROPOSAL** included in this bid packet, and include it in this section of your response.

**Tab E: Licenses:** Provide documentation of all required licenses.

**Tab F: Certifications:** Provide the following forms (included in bid packet):

1. 52.209-5: FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
2. 52.209-6: FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or proposed for Debarment from this proposal.
3. Drugfree Workplace Certificate

**Tab G: Other Information:** Place here any other information deemed relevant or necessary for the reply, but inapplicable to any of the required parts or sections of the reply. If a respondent attaches a publication or other document to provide required information, a specific reference to the document and the relevant page or pages must be given in the appropriate part or tabbed section of the reply. If the document is not specifically referenced in a part or tabbed section of the reply, it will not be considered as a response to the corresponding paragraph of this solicitation.

## 22. INSURANCE AND INDEMNIFICATION

22.1 Before starting and until termination of work for, or on behalf of the City, the Contractor shall procure and maintain insurance of the types and to the limits specified.

22.2 The term City as used in this section of the Contract is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

22.3 Insurance shall be issued by an insurer whose business reputation; financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

### 22.3.1 WORKER'S COMPENSATION

The Contractor shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations as legally required. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least **\$100,000** each person - accident, **\$100,000** each person - disease, **\$500,000** aggregate - disease. The policy must include coverage for United States Longshore & Harbor Act (USL&H)

### 22.3.2 COMMERCIAL GENERAL, AUTOMOBILE AND UMBRELLA LIABILITY COVERAGES

The Contractor shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits as stated herein must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Contractor agrees to have such limits reinstated under the policy.

22.3.3 Commercial General Liability coverage must be provided, including bodily injury; client property; property liability for premises, operations, products and completed operations, contractual liability, and independent contractors; personal injury to include false arrest, false imprisonment, detention, invasion of privacy. The coverage shall be written on occurrence-type basis with minimum limits of \$2,000,000 per occurrence.



22.3.4 Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles. Minimum limits of \$1,000,000 combined single limits (CSL) must be provided.

22.3.5 Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

## **23. CERTIFICATES OF INSURANCE**

23.1 Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the City, the Contractor shall furnish copies of the Contractor's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Contractor shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Contractor shall, upon instructions of the City, cease all operations under the Contract until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521

## **24. INSURANCE OF THE CONTRACTOR PRIMARY**

24.1 The Contractor required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Contractor's coverage. The Contractor's policies of coverage will be considered primary as relates to all provisions of the contract.

## **25. LOSS CONTROL AND SAFETY**

25.1 The Contractor shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Contractor shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Contractor for the

protection of all persons, including employees, and property. The Contractor shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

## **26. HOLD HARMLESS**

26.1 The Contractor shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

## **27. PAY ON BEHALF OF THE CITY**

27.1 The Contractor agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

## **28. LENGTH OF CONTRACT**

28.1 The contract time for the scope of services will be for a period of one (1) year with an option which may be exercised by the City to renew annually at the same rates and under the same conditions for up to two (2) additional 1-year terms upon provision of written notice to the Contractor at least 30 days prior to the expiration of the contract.

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

**BID NO. 22-049  
PROPOSAL  
(page 1)**

**PORT OF PENSACOLA SECURITY SERVICES**

**208 TOTAL SECURITY HOURS PER WEEK X 52 WEEKS  
= 10,816 TOTAL HOURS ANNUALLY**

*(This is the minimum number of hours required. The Port of Pensacola has the option to require **336 TOTAL SECURITY HOURS PER WEEKS X 52 WEEKS = 17,472 TOTAL HOURS ANNUALLY** or more if needed at the standard per hour bill rate listed below. See Section 10.5.)*

**Class D - Unarmed Security Officer**

Item	Unit	Hours per Week	Bill Rate
On-Site Supervisor/ Unarmed Security Officer	Each	40	\$ _____ /HR
On-Site Trainer/ Unarmed Security Officer	Each	40	\$ _____ /HR
Unarmed Security Officer	Each	40	\$ _____ /HR
Unarmed Security Officer	Each	40	\$ _____ /HR
Unarmed Security Officer	Each	40	\$ _____ /HR
Unarmed Security Officer	Each	8	\$ _____ /HR
<b>Total Hours per Week</b>		<b>208</b>	
<b>(Total) Weekly Bill Rate \$</b>			\$ _____

***Please complete the following two sections for information purposes only. Rates may be required on occasion- based upon Federal Regulations***

**Class D - Unarmed Security Officer**

Item	Unit	Hours per Week	Bill Rate	Wage Rate	Overtime Bill Rate	Overtime Wage Rate
Unarmed Security Officer	Each	Varied	\$ _____ /HR	\$ _____ /HR	\$ _____ /HR	\$ _____ /HR

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**BID NO. 22-049  
PROPOSAL  
(page 2)**

**PORT OF PENSACOLA SECURITY SERVICES**

<b>Class G - Armed Security Officer Item</b>	<b>Wage Rate</b>	<b>Overtime Bill Rate</b>	<b>Overtime Wage Rate</b>
On-Site Supervisor/ Armed Security Officer	\$ _____ /HR	\$ _____ /HR	\$ _____ /HR
On-Site Trainer/ Armed Security Officer	\$ _____ /HR	\$ _____ /HR	\$ _____ /HR
Armed Security Officer	\$ _____ /HR	\$ _____ /HR	\$ _____ /HR
Armed Security Officer	\$ _____ /HR	\$ _____ /HR	\$ _____ /HR
Armed Security Officer	\$ _____ /HR	\$ _____ /HR	\$ _____ /HR
Armed Security Officer	\$ _____ /HR	\$ _____ /HR	\$ _____ /HR

<b>Option A - Armed Security Officer Item</b>	<b>Wage Rate</b>	<b>Overtime Bill Rate</b>	<b>Overtime Wage Rate</b>
Armed Security Officer	\$ _____ /HR	\$ _____ /HR	\$ _____ /HR

Bid Security in the proper form and in the amount of \$\_\_\_\_\_ is submitted.

Dunns/UEID#: \_\_\_\_\_ (Federal Transparency Act Reporting Requirement)

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ City: \_\_\_\_\_

Fax: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**52.209-5 FAR Certification Regarding Debarment, Suspension,  
Proposed Debarment, and Other Responsibility Matters**

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:
  - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
  - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
  - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
  - A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

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

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

Authorized

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment**

1. The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
  - A. The name of the subcontractor.
  - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
  - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
  - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

## **DRUG-FREE WORK PLACE CERTIFICATE**

**IDENTICAL TIE BIDS** - Pursuant to Florida Statue §287.087, preference shall be given to business with Drug-Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business shall:

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

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**THIS FORM MUST BE INCLUDED IN SUBMITTAL**