

THROUGH THESE DOORS WALK ONLY THE FINEST PEOPLE – THE CITIZENS OF ESCAMBIA COUNTY. DECISIONS ARE MADE IN THIS ROOM AFFECTING THE DAILY LIVES OF OUR PEOPLE. DIGNIFIED CONDUCT IS APPRECIATED.

CHAMBER RULES

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.
2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.
3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.
4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.
5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS.

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PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting – January 23, 2020 – 9:00 a.m.

Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

Please turn your cell phone to the vibrate, silence, or off setting.

The Board of County Commissioners allows any person to speak regarding an item on the Agenda. The speaker is limited to three (3) minutes, unless otherwise determined by the Chairman, to allow sufficient time for all speakers. Speakers shall refrain from abusive or profane remarks, disruptive outbursts, protests, or other conduct which interferes with the orderly conduct of the meeting. Upon completion of the Public comment period, discussion is limited to Board members and questions raised by the Board.

2. Invocation – Commissioner May.
3. Pledge of Allegiance to the Flag.
4. Are there any items to be added to the agenda?

Recommendation: That the Board adopt the agenda as prepared **(or duly amended).**

5. Commissioners' Forum.

6. Years of Service Award Recognition.

Recommendation: That the Board recognize, with a pin and certificate, Patrick T. Johnson, Waste Services Department Director, for his dedication in 35 years of services to Escambia County.

7. Did the Clerk's Office receive the proofs of publication for the Public Hearing(s) on the agenda and the Board's Weekly Meeting Schedule?

Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board's Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule.

8. 9:01 a.m. Public Hearing for consideration of adopting an Ordinance creating the Graystone Estates Phase Two Subdivision Street Lighting Municipal Service Benefit Unit.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance creating the Graystone Estates Phase Two Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots, and the ability of lot owners to use their individual lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected lots. Residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot, and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

9. Reports:

CLERK & COMPTROLLER'S REPORT

Backup Not Included With The Clerk's Report Is Available For Review In
The Office Of The Clerk To The Board
Ernie Lee Magaha Government Building, Suite 110

I. Consent Agenda

1. Recommendation Concerning Acceptance of the November 30, 2019 Investment Report.

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended November 30, 2019, as required by Ordinance Number 95-13; on November 30, 2019, the portfolio market value was \$308,211,135 and portfolio earnings totaled \$412,809 for the month. The short term portfolio achieved a yield of 2.01%. The long-term CORE portfolio achieved a yield of 1.69%.

2. Recommendation Concerning Acceptance of TDT Collection Data for the November 2019 Returns Received in December 2019

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the November 2019 returns received in December 2019, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the third month of collections for the Fiscal Year 2020; total collections for the month of November 2019 returns was \$529,256.69; this is a 7.00% decrease from November 2018 returns; total collections year to date are 2.15% less than the comparable time frame in Fiscal Year 2019

3. Recommendation Concerning the Disposition of Records

That the Board approve Records Disposition Document No. 699, for disposition of Board of County Commissioners' Records, Item 32, Minutes: Official Meetings, for the period of June 1, 2019, through August 31, 2019, in accordance with State Retention Schedule GS1, since the permanent records have been digitally imaged.

4. Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

A. Accept, for filing with the Board's Minutes, the Reports of the Agenda Work Session and the Gary Sansing Public Forum held January 7, 2020;

B. Approve the Minutes of the Regular BCC Meeting held January 7, 2020; and,

C. Approve the Minutes of the Attorney-Client Session held January 16, 2020.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning the Request for Disposition of Property of the Clerk and Comptroller's Office - Pam Childers, Clerk of the Circuit Court and Comptroller

That the Board approve the Request for Disposition of Property Form for the Clerk and Comptroller's Office, for property which is to be auctioned or properly disposed of, all which is described and listed on the form with the Agency and reason stated.

2. Recommendation Concerning the Request for Disposition of Property of the Clerk and Comptroller's Office - Pam Childers, Clerk of the Circuit Court and Comptroller

That the Board approve the Request for Disposition of Property Form for the Clerk and Comptroller's Office for all of the equipment, which is described and listed on the Request Form, with reason for disposition stated. The item is to be auctioned as surplus or disposed of properly.

3. Recommendation Concerning the 2019 Department of Environmental Protection Voluntary Cleanup Tax Credit Application and Affidavit for County-Owned Property at 603 West Romana Street - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman or Vice Chairman to sign the 2019 Florida Department of Environmental Protection Voluntary Cleanup Tax Credit Application and Affidavit for County-owned property at 603 West Romana Street.

[Funding Source: In the event of monetary gain, funds will be deposited in Fund 129, CDBG HUD Entitlement]

4. Recommendation Concerning a Certificate of Public Convenience and Necessity for the Provision of Advanced Life Support and/or Basic Life Support Air Services in Escambia County - John S. Dosh, Interim Public Safety Department Director

That the Board take the following action concerning a Certificate of Public Convenience and Necessity:

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support and/or Basic Life Support Air services in Escambia County, with noted limitations, Med-Trans Corporation d/b/a ShandsCair, effective January 23, 2020, through December 31, 2020; and

B. Authorize the Chairman to execute the Certificate of Public Convenience and Necessity for the Agency.

5. Recommendation Concerning Authorization for Access and Signature for the Transit Award Management Systems -Tonya Ellis, Mass Transit Department Director

That the Board take the following action concerning the Transit Award Management Systems (TrAMS) Memo:

A. Approve and authorize the Chairman to sign the Designation of Signature Authority for the TrAMS memo; and

B. Authorize the Chairman to obtain a Personal Identification Number (PIN) so that the Chairman, on behalf of Escambia County, Florida, can file and execute Applications and documents required for Federal Transit Administration (FTA) Grants.

6. Recommendation Concerning a Public Hearing Request for Fund Balance Carry-Forwards - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a Public Hearing on February 6, 2020, at 5:31 p.m., to amend the Fiscal Year 2019/2020 Budget to include the fund balance carry-forwards.

7. Recommendation Concerning a Commissioner Appointment to the Council on Aging - Janice P. Gilley, County Administrator

That the Board confirm and acknowledge, for the Board's Official Record, the appointment of Commissioner Lumon May to the Council on Aging by the Council on Aging Board of Directors at their December 12, 2019, Annual Board Meeting. Commissioner May's new two-year term is effective December 2019 to December 2021.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Support and Maintenance Services of Cisco SMARTnet - William "Bart" Siders, Information Technology Director

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and PC Specialists, Inc., D/B/A Technology Integration Group, per the terms and conditions of PD 15-16.009, Support and Maintenance Services for Cisco SMARTnet, with an updated annual fee of \$100,978, for a period of 12 months. This will be the last year of a 5-year Agreement that started in November of 2015.

[Funding: Fund 001, General, Cost Center 270102, Object Code 54601]

2. Recommendation Concerning the Resolution Authorizing the Contract with the State of Florida Department of Health for Operation of the Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, FHPS, Director, Florida Department of Health in Escambia County

That the Board take the following action concerning the Resolution authorizing the Contract between the Escambia County Board of County Commissioners and the State of Florida, Department of Health for Operation of the Escambia County Health Department, Contract Year 2019-2020:

A. Adopt, as allowed by Florida Statutes, Chapter 154, the Resolution entitled, "A Resolution Authorizing a Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department for the Provision of Certain Medical Services, Providing for an Effective Date," for the Contract year of October 1, 2019, through September 30, 2020; and

B. Authorize the Chairman to sign the Resolution and the Contract.

3. Recommendation Concerning the Contract for the Cox Business Commercial Services Agreement - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract for the Cox Business Commercial Services Agreement for Brentwood Park, located at 500 Palafox Parkway and Westernmark Park, located at 4334 Erress Boulevard:

A. Approve the Cox Business Commercial Services Agreement including Exhibit A for internet services and wireless capabilities for security surveillance cameras at both Brentwood Park and Westernmark Park, in the amount of \$8,976, plus one-time activation & setup fee of \$1,050; and

B. Authorize the County Administrator or designee to sign the Cox Business Commercial Services Agreement for a full term of five years, and thereafter from year-to-year until terminated by notice to either party.

Project located in District 3.

[Funding: Fund, 151, CRA Oakfield Palafox TIF, Cost Center 370115]

4. Recommendation Concerning the Contract Award for SHIP Housing Rehabilitation Services for 1029 Webster Drive - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 1029 Webster Drive:

A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement between Escambia County, Florida; David H. Griffin Enterprises, LLC, Contractor; and Franklin and Judy Clark, Owners; per the terms and conditions of S-R-2020-3, NED SHIP Housing Repair for 1029 Webster Drive, for \$28,850; and

B. Authorize the issuance of a Purchase Order.

[Funding: Fund 120/2018 SHIP, Cost Center 370205]

5. Recommendation Concerning the Issuance of Fiscal Year 2019/2020 Purchase Orders, in Excess of \$25,000, for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

That the Board, for Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements as provided, for the Waste Services Department as follows:

Vendor/Contractor	Amount	Contract Number		
<p>1. Innovative Waste Consulting Services, LLC Vendor No: 100699 Continuing Professional Services - Environmental Compliance; Sanitary Engineers Fund 401 Solid Waste Fund Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230308 (Gas to Energy) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Amount: \$240,000</p>	<p>\$465,000</p>	<p>PD 02-03.079 Board approval 10/02/2003.</p>		
<p>2. Stearns, Conrad & Schmidt Consultants Vendor No: 190025 Continuing Professional Services - Environmental Compliance; Sanitary Engineers Fund 401, Solid Waste Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Landfill) Amount: \$120,000</p>				
<p>3. Geosyntec Consultants, Inc. Vendor No: 071236 Continuing Professional Services - Environmental Compliance; Sanitary Engineers Fund 401, Solid Waste Cost Center: 230304 (EEQ)</p>				

Cost Center: 230306 (Recycling)		
Cost Center: 230307 (Transfer Station)		
Cost Center: 230308 (Gas to Energy)		
Cost Center: 230309 (Closed Landfills)		
Cost Center: 230314 (Operations)		
Cost Center: 230315 (Projects)		
Cost Center: 230316 (Saufley Landfill)		
Amount: \$105,000		

6. Recommendation Concerning the Issuance of a Purchase Order for the Sunken Shrimp Boat "Bay Tiger" in Pensacola Bay - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board authorize the issuance of a Purchase Order to Hondo Enterprises Inc., of DeFuniak Springs, Florida, in the amount of \$49,000, for the removal of the 39-foot shrimp boat "Bay Tiger" that sank in Pensacola Bay on December 9, 2019.

[Funding Source: Fund 110, Other Grants and Projects, Cost Center 220339, Derelict Vessels Grant, or other funding source as determined by the Budget Office. This Agreement does not require local matching funds]

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- **Derelict Vessel Grant Application**
- **Five Price Quotes**
- **BCC Resume Page 06-20-2019**

7. Recommendation Concerning the Lease Agreement between Escambia County and Community Action Program Committee, Inc, for County-Owned Property at 292 Muscogee Road - Cassie C. Boatwright, Director, Facilities Management

That the Board take the following action:

A. Adopt and authorize the Chairman to sign a Resolution authorizing the lease of real property to Community Action Program Committee, Inc.; and

B. Approve and authorize the Chairman to sign a Lease Agreement between Escambia County and Community Action Program Committee, Inc., for property located at 292 Muscogee Road, Pensacola, Florida, 32533.

Rent is to be paid to the County in the amount of \$1.00 per year.

8. Recommendation Concerning Fire Department Property, Vehicle, Accident & Health, and Statutory Death Insurance - John Dosh, Interim Public Safety Department Director

That the Board approve the payment to the County's General Lines Agent, USI Insurance Services, LLC, in the amount of \$308,998.74, to provide commercial property insurance through VFIS, a division of Glatfelter Insurance Group, for the Fire Department property, vehicles, and equipment for the period of January 1, 2020, through December 31, 2020. The Statutory Death and Accident and Health Policies renew separately with individual premiums under \$50,000.

Vendor Contractor	Amount	Contract Number
USI Insurance Services LLC Vendor Number: 422228 Insurance Agent Fund 143 Cost Center 330206, Object Code 54501	\$308,998.74	Board Approved Renewal: September 19, 2019 Contract Number PD 15-16.039

[Funding: Fund 143, Fire Services Fund, Cost Center 330206, Object Code 54501]

9. Recommendation Concerning the Florida Department of Transportation
Section 5310 Program Grant Application - Tonya Ellis, Mass Transit
Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for Section 5310 funding and Federal Transit Administration (FTA) enhanced mobility of seniors and individuals with disabilities funding to be used by Escambia County for the purchase of four Americans with Disabilities Act of 1990 (ADA) Vehicles:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by the Florida Department of Transportation (FDOT) and by the Federal Transit Administration (FTA) Act of 1964;

B. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notification of funding and electronic document filing; and

C. Authorize the Mass Transit Director to sign all Application documents and to submit the Application.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- 5310 Grant Application for Fiscal Year 2020/2021

[Funding: Escambia County is required to provide a 10% match for Section 5310 Capital Awards (\$31,087). These funds will be included in the Mass Transit Department Fiscal Year 2020/2021 Budget]

10. Recommendation Concerning the Florida Department of Transportation
Section 5311 Program Grant Application - Tonya Ellis, Mass Transit
Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for USC Section 5311 funding (Federal Transit Administration [FTA] non Urbanized funding), to be used by Escambia County Mass Transit Department, for fixed route and paratransit transportation to and from the Rural / Non Urbanized area:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by the Florida Department of Transportation (FDOT) and by the Federal Transit Administration (FTA) Act of 1964;

B. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notification of funding and electronic document filing; and

C. Authorize the Mass Transit Director to sign all Application documents and to submit the Grant Application.

**NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER
SEPARATE COVER:**

- 5311 Grant Application for Fiscal Year 2020/2021

[Funding: Section 5311 funding requires a 50% match for operating costs for Rural areas. The other 50% is a reimbursement. These funds will be included in the Fiscal Year 2020/2021 Budget]

11. Recommendation Concerning the Approval to issue a Fiscal Year 2019/2020 Purchase Order, in Excess of \$25,000, for the Animal Services Department - John Robinson, Division Manager

That the Board, for Fiscal Year 2019/2020, ratify Purchase Order #201095, to be issued to Security Engineering for the purchase and installation of surveillance cameras and monitoring system at the Escambia County Animal Shelter:

Vendor/Contractor	Amount	Reference Number
Security Engineering Surveillance cameras and monitoring Vendor Number not yet available.		PO# 201095. PO not yet issued as it is being held for Board approval.
Fund/Cost Center: 001-250202-56401	31,167.48	
Animal Services Machinery & Equip. Fund/Cost Center: 101R-250204-56401	2,425.00	
Animal Services Machinery & Equip.		

This PO has not been issued to the vendor; it is being held pending Board approval.

12. Recommendation Concerning the Approval of Fiscal Year 2019/2020 Purchase Orders, in excess of \$25,000, for Library Services - Todd Humble, Library Services

That the Board, for Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements for Library Services as follows:

Vendor/Contractor	Amount	Purchase Order #
OCLC Online Computer Library Center, Inc. PO Box 714746 Cincinnati, OH 45271-4746 Vendor Number: 150081 Cataloging / Metadata and Interlibrary Loan Services Fund: 113 Cost Center: 110501 Object Code: 55401	\$31,455.24	190335

13. Recommendation Concerning Supplemental Budget Amendment #028 - Sheriff's Department, Henrique Dias, Chief Financial Officer - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #028, General Fund (001), in the amount of \$25,055, to recognize the Sheriff's off-duty officer, Auto repair, Public Records, Investigative costs, and Miscellaneous reimbursements/fees and to appropriate these funds back into the Sheriff's Administrative Budget to offset related operational expenses.

14. Recommendation Concerning Supplemental Budget Amendment #033 - Sheriff's Department, Henrique Dias, Chief Financial Officer - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #033, Other Grants and Projects Fund (110), in the amount of \$50,738, to recognize the prior year's grant balance of the Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG 2017-DJ-BX-0830). The Escambia County Sheriff's Department will use these funds to support bike patrol activities in the Fiscal Year 2019/2020 Budget. The Escambia County Sheriff's Department was awarded the Department of Justice Edward Byrne Memorial Justice Grant (2017-DJ-BX-0830) on 07/26/2018 to support bike patrol activities.

15. Recommendation Concerning Supplemental Budget Amendment #038 - State of Florida Mosquito Control Funding, Chips Kirschenfeld, Natural Resources Department Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #038, M and A State I Fund (106), in the amount of \$3,520, to recognize the difference in funding from the Florida Department of Agriculture and Consumer Services between what is budgeted in the current year (\$30,977) and the actual award (\$34,497) for mosquito control in Escambia County, and to appropriate these funds to be used for operating expenses.

16. Recommendation Concerning Firefighter Cancer Claims - Jana Still, Human Resources Department Director

That the Board take the following action concerning Firefighter Cancer Claims:

A. Approve Chard Snyder & Associates, LLC, as the Third Party Administrator for claims processing relating to the Firefighter Cancer Program from July 1, 2019 - December 31, 2020;

B. Authorize the County Administrator to sign the Third Party Administrator Administrative Agreement S105 Health Reimbursement Arrangement Plan and the Escambia County Board of County Commissioners Health Reimbursement Arrangement Adoption Agreement with Chard Snyder & Associates, Inc.; and

C. Authorize the County Administrator to sign the Business Associate Agreement, upon Legal review.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150106, Object Code 59801]

17. Recommendation Concerning Group Medical Insurance Administrative Services Agreement - Jana Still, Human Resources Department Director

That the Board take the following action concerning Group Medical Insurance:

A. Approve the Amendment to Administrative Services Agreement Exhibit "F", upon Legal review and sign-off, between Blue Cross and Blue Shield of Florida, INC. D/B/A Florida Blue and Escambia County Board of County Commissioners for Escambia County's Group Medical Insurance; and

B. Authorize the County Administrator to sign the Amendment to Administrative Services Agreement Exhibit "F" between Blue Cross and Blue Shield of Florida, INC. D/B/A Florida Blue and Escambia County Board of County Commissioners for Escambia County's Group Medical Insurance, upon Legal Review and sign-off.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501]

18. Recommendation Concerning Contract Award for Inmate Commissary and Banking Services - Chief William R. Powell, Department Director, Corrections and Paul R. Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign a Revenue Agreement between Escambia County, Florida, and Keefe Commissary Network, LLC, for the Escambia County Jail, Work Release, and Work Annex, per the terms and conditions of PD 18-19.102, Inmate Commissary and Banking Services, for total on gross revenue of 51% as negotiated, with an effective date of April 1, 2020.

[Funding: Fund 111, Detention/Jail Commissary Fund; Revenue Account 342301; and Fund 175, Transportation Trust Fund; Revenue Account 342302]

Solicitation PD 18-19.102, Inmate Commissary and Banking Services was published via Vendor Registry on August 28, 2019, and was issued to 30 registrants representing 21 firms. The solicitation was viewed by 38 firms and downloaded by 26 firms. On October 15, 2019, four firms submitted bid responses.

NON-ADA-COMPLIANT DOCUMENTS ISSUED UNDER SEPARATE COVER:

- Bid from Keefe Commissary Network, LLC

19. Recommendation Concerning the Purchase of Two, Half-Ton Trucks With Extended Cab and 4x4 for Solid Waste - Pat Johnson, Director, Waste Services and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign a Purchase Order for the purchase of two, 2020 Chevrolet Silverado trucks, to Pete Moore Chevrolet, Inc., in the amount of \$54,148, per the terms and conditions of PD 19-20.005, Two, Half-Ton Trucks w/Extended Cab & 4x4 for Solid Waste.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 56401, Machinery & Equipment]

Specification PD 19-20.005, Two, Half-Ton Trucks w/Extended Cab & 4x4 for Solid Waste, was posted to Vendor Registry on November 22, 2019 and was sent to 44 registrants representing 30 firms. The solicitation was viewed by 20 firms and downloaded by 14.

NON-ADA-COMPLIANT DOCUMENTS ISSUED UNDER SEPARATE COVER:

- Bid from Pete Moore Chevrolet, Inc.
- Recommendation to Award Determination Checklist

20. Recommendation Concerning the Award of a Purchase Order for Excavator for Waste Services Department - Pat Johnson, Waste Services Department Director and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board authorize the County Administrator to sign a Purchase Order to Tractor & Equipment Company for the purchase of a 2020 Komatsu PC138USLC-11 Excavator, in the amount of \$141,900, per the terms, conditions and specifications of PD 19-20.006, Excavator for Solid Waste.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 56401, Machinery & Equipment]

Specification PD 19-20.006 Excavator for Solid Waste, was posted to Vendor Registry on November 26, 2019 and was sent to 18 registrants representing 16 firms. The solicitation was viewed by 25 firms and downloaded by 17 firms.

NON-ADA-COMPLIANT DOCUMENTS ISSUED UNDER SEPARATE COVER:

- Bid from Tractor & Equipment Company
- Recommendation to Award Determination Checklist

21. Recommendation Concerning the Award of a Purchase Order for Two Trucks - Horace Jones, Director, Development Services and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board authorize the County Administrator to sign a Purchase Order for the purchase of two, 2020 Ford F-150 Regular Cab 4x4 trucks (Model F1E), to FL Auto, LLC d/b/a Beck Ford Lincoln, in the amount of \$49,832, per the terms and conditions of PD 19-20.007, Two Trucks for Site Inspections.

[Funding: Fund 116, Development Review Fund; Cost Center 240302, Planning Development Rev; Object Code 56401, Machinery & Equipment]

Specification PD 19-20.007, Two Trucks for Site Inspections, was posted to Vendor Registry on November 25, 2019, and was issued to 45 registrants representing 30 firms. The solicitation was viewed by 17 firms and downloaded by 12 firms.

NON-ADA-COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Bid from FL Auto, LLC d/b/a Beck Ford Lincoln
- Recommendation to Award Determination Checklist

22. Recommendation Concerning Amendment of Agreement for Video Visitation Solutions - Chief William R. Powell, Director, Corrections Department and Paul R. Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Amendment of Agreement for PD 17-18.022, Video Visitation Solutions, retroactive to December 9, 2019, which will result in the elimination of approximately \$30,000 per year in expenditure for the Corrections Department.

PD 17-18.022 includes a cost from the vendor (Global Tel*Link) for their employee to maintain and repair the Video Visitation stations on an as-needed basis. On November 7, 2019, Global Tel*Link was awarded the agreement for PD 18-19.075, Inmate Telephone Services and their proposal included a full-time staff member to maintain and repair the phone systems. Since there would be a full-time staff member on-site, the proposal from Global Tel*Link for PD 18-19.075 included the waiving of the repair and maintenance fees related to PD 17-18.022.

[Funding: Fund 111, Detention/Jail Commissary; Cost Center 290406, Detention/Jail Commissary; Object Code 54601, Repair and Maintenance Services]

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Original Agreement Fully Executed for PD 17-18.022, Video Visitation Services
- Agreement Fully Executed for PD 18-19.075 Inmate Telephone Services for Escambia County Jail

23. Recommendation Concerning Ratification of Two Purchase Orders for Supervisor of Elections - David Stafford, Supervisor of Elections through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board ratify the following:

A. Purchase Order 200850 to Konnech, Inc., in the amount of \$55,000, for Pollchief License, Maintenance and Support Agreement, Management System; and

B. Purchase Order 201014 to Runbeck Election Services, Inc., in the amount of \$57,000, for Agilis Duo Vote-By-Mail Processing System, Installation and Training, One Year Maintenance Included.

[Funding - Fund Cost Center 110276, Object Code 56401]

NON-ADA-COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Purchase Order 200850 and applicable backup
- Purchase Order 201014 and applicable backup

24. Recommendation Concerning the Reallocation of \$50,000 of LOST IV Funds from the Century Chamber of Commerce Project to the Town of Century Wastewater Improvement Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board authorize the reallocation of funds from the Economic Development Projects LOST IV Fund, in the amount of \$50,000, from the Century Chamber of Commerce Project, Fund 353, Cost Center 110277, Project 19ED0585, to the Town of Century Wastewater Improvement Project.

This project is located in Commission District 5.

[Funding Source: Fund 353, Cost Center 110277, Project 19ED0585]

25. Recommendation Concerning the University of West Florida Water Quality Assessment for *Vibrio* Abundance - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the County Administrator to sign the Contract for Services Agreement with the University of West Florida (UWF) for \$60,000 relating to a water quality assessment of *Vibrio* abundance.

Funding source is Tourist Development Tax (Fund 108, Cost Center 360105).

26. Recommendation Concerning the Funding Allocation to Children's Defense Fund Freedom Schools of the Central Gulf Coast - Commissioner Lumon May, District 3

That the Board approve the Funding Allocation in the amount of \$1,500 from Commissioner May's discretionary money to support Children's Defense Freedom Schools of the Central Gulf Coast.

[Funding: Fund 001, Discretionary Cost Center 110101, Object Code 58201]

III. For Discussion

1. Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office Finance Division

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2019/2020:

A. West Florida High School Softball Boosters, Inc., in the amount of \$1,500;

B. Pensacola Chapter, Freedoms Foundation at Valley Forge, in the amount of \$4,000;

C. United Way of West Florida, in the amount of \$7,500;

D. Escambia High School Softball Boosters, Inc., in the amount of \$500; and

E. Washington High School Softball Boosters, in the amount of \$500.

Upon approval of these funding allocations, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201]

2. Recommendation Concerning Local Government Contribution Application for SAIL Financing through Florida Housing Finance Corporation - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Local Government Contribution Application for SAIL Financing through Florida Housing Finance Corporation:

A. Support the provision of a local government contribution, in the amount of \$37,500, for multi-family developments applying for State Apartment Incentive Loan (SAIL) Financing through Florida Housing Finance Corporation (FHFC) under RFA 2020-208;

B. Approve the local Application Form and timelines; and

C. Support the provision of an additional \$100,000 for developments providing homeless or special needs set aside units.

[Funding: Fund 120/SHIP and/or Fund 124/Affordable Housing]

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Approval of Proposed Settlement of Workers' Compensation Case brought by Frederick Barlow.

That the Board approve a proposed settlement in the sum of \$8,000.00 payable to Frederick Barlow in exchange for a complete resolution of all claims for workers' compensation benefits. The County would be responsible for payment of the settlement sum.

II. For Information

1. Recommendation Concerning Conclusion of Foreclosure Lawsuits for Municipal Services Benefit Unit Special Assessment Liens on Santa Rosa Island Properties.

That the Board accept the following information:

The County Attorney's Office has concluded the final foreclosure lawsuit for Municipal Services Benefit Unit (MSBU) special assessment liens for Santa Rosa Island properties.

2. Recommendation Concerning Summary Judgment in Favor of County in the matter of the Estate of Alfred E. Wesley v. Escambia County, et al., Case No.: 3:18-cv-1368-TKW/HTC.

That the Board accept the following informational report concerning the Estate of Alfred E. Wesley v. Escambia County, Dr. Lawrence Mobley and Andrea Lewis, ARNP, Case No.: 3:18-cv-11368-TKW/HTC.

10. Items added to the agenda.

11. Announcements.

12. Adjournment.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17305

Proclamations 6.

BCC Regular Meeting

Meeting Date: 01/23/2020

Issue: Years of Service Award Recognition

From: Janice Gilley, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Years of Service Award Recognition.

Recommendation: That the Board recognize, with a pin and certificate, Patrick T. Johnson, Waste Services Department Director, for his dedication in 35 years of services to Escambia County.

BACKGROUND:

Patrick Johnson began service with Escambia County on November 19, 1984.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is consistent with the Board's Goals and Objectives for the recognition and appreciation of the County's most valuable resource - its employees. BCC Years of Service Award Policy, Section II, C27, Adopted 4/15/2004; Effective 4/15/2004.

IMPLEMENTATION/COORDINATION:

The Certificate will be sent to the Offices of the Chairman and County Administrator for their signatures.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17353

Public Hearings 8.

BCC Regular Meeting

Meeting Date: 01/23/2020

Issue: 9:01 a.m. Public Hearing to Adopt the Graystone Estates Phase Two Subdivision Street Lighting MSBU Ordinance

From: STEPHAN HALL, Budget Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

9:01 a.m. Public Hearing for consideration of adopting an Ordinance creating the Graystone Estates Phase Two Subdivision Street Lighting Municipal Service Benefit Unit.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance creating the Graystone Estates Phase Two Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

- A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots, and the ability of lot owners to use their individual lots after dark;
- B. The benefit from improved street lighting varies according to the relative size of the affected lots. Residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;
- C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot, and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and
- D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

BACKGROUND:

The owners (DR Horton and Northern Gulf Nowak, LLC) of the property contained in the Graystone Estates Phase Two Subdivision have met the criteria established by the Board of County Commissioners for an MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects. Now the property owners wish to establish the MSBU for the purpose of providing street lighting to the district.

The Graystone Estates Phase Two Subdivision lighting district plan proposal:

- * 56 assessable lots located in Commission District 5
- * 21 Light Fixtures in initial plan
- * Assessments estimated to be \$464 in Year 1 (includes a reserve and 19 months of costs), and \$275 in subsequent years.

BUDGETARY IMPACT:

The MSBU will generate revenues for the purpose of providing street lighting, as well as administrative fees and a reserve for contingencies.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Ordinance has been reviewed by the County Attorney's Office and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

.The Board must approve the scheduling of Public Hearings per F.S. 166.41

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ord. Graystone Estates P2

ORDINANCE 2020-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE III, DIVISION 69, SECTIONS 70-500.378 - 70-500.385 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; ESTABLISHING THE GRAYSTONE ESTATES PHASE TWO STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida has the authority to establish a Municipal Service Benefit Unit (“MSBU”) pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a MSBU, and the proposed Graystone Estates Phase Two Street Lighting MSBU has met the criteria established by the Board of County Commissioners for a MSBU; and

WHEREAS, by Resolution **R2019-115**, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

WHEREAS, the owners of the property contained in Graystone Estates Phase Two have met the criteria established by the Board of County Commissioners for a MSBU, and the property owners wish to establish such a MSBU for the purpose of providing adequate street lighting; and

WHEREAS, there are an estimated 56 properties in this proposed district, and a majority of the property owners within the Graystone Estates Phase Two Subdivision submitted letters to the Board of County Commissioners requesting the creation of a street lighting MSBU; and

WHEREAS, this total meets the 55% minimum requirement specified in the MSBU Guidelines and Procedures adopted by the Board of County Commissioners; and

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in Graystone Estates Phase Two Subdivision.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY:

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2: Part I, Chapter 70, Article III, Division 69, Sections 70-500.378 through 70-500.385 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 69. – GRAYSTONE ESTATES PHASE 2

Sec. 70-500.378. - AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes for the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-500.379. - SHORT TITLE. This Ordinance shall be known and referred to as the “*Graystone Estates Phase Two Street Lighting Municipal Service Benefit Unit Ordinance.*”

Sec. 70-500.380. - DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

A. *Base Rate* shall mean the rate necessary to fund the costs of the Graystone Estates Phase Two Street Lighting District divided by the total Equivalent Residential Units (ERUs) in the District.

B. *Board* shall mean the Board of County Commissioners of Escambia County, Florida.

C. *Costs* shall mean maintenance and administrative costs associated with the acquisition of Improvements to provide street lighting to the District. The Cost for street lighting may include, but is not limited, to any applicable governmental fees, the acquisition of capital improvements, purchase or rental of equipment or facilities, administrative fees and costs, personnel expenses, operating and maintenance expenses for the upcoming Fiscal Year, the Tax Collector’s collection charge and an amount set aside as a reserve for contingencies or unexpected increases in utility costs.

D. *County or Escambia County* shall mean all those geographical territories of Escambia County, a political subdivision of the State of Florida, which territories are not now within the corporate limits of any municipality.

E. *District* shall mean that geographical area of the Graystone Estates Phase Two Street Lighting Municipal Service Benefit Unit described hereafter.

The Graystone Estates Phase Two Street Lighting District shall include the following:

A 56 lot Residential subdivision of a portion of Section 16, Township 1 North, Range 31 West, Escambia County, Florida, classified by the Property Appraiser’s records in Plat Book 19, Page 88 and 88a, excluding Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones, and as further described in **Exhibit A**, attached hereto and incorporated herein.

F. *Equivalent Residential Units (ERUs)*: A unit of measure used to apportion the Costs to the Lots based on the size of the Lots in the District.

G. *Fiscal Year* shall mean the period of time between October 1st and September 30th.

H. *Improvements* shall mean all street lighting projects and equipment presently located or to be located within or added to the District in the future, including, but not limited to, poles, wires, conduits, lighting, and all necessary appurtenances.

I. *Lot* shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel with a unique property identification number by the Property Appraiser.

J. *Person* shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.

K. Words used in the masculine gender include the feminine and neuter; the singular number include the plural and the plural the singular.

Sec. 70-500.381. - DISTRICT CREATED. There is hereby created within Escambia County the *Graystone Estates Phase Two Street Lighting Municipal Service Benefit Unit* for the purpose of street lighting within the District.

Sec. 70-500.382. - GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

A. To provide for the collection and disbursement by the County of special assessments collected to pay for maintenance and operational expenses within the District.

B. To provide for or contract for the installation of street lighting and related Improvements within the District.

C. To buy, lease, or rent any and all real or personal property necessary to implement this Ordinance.

D. To fairly and reasonably apportion the Cost of street lighting among all specially benefited Lots.

E. To prepare and adopt an annual budget for the District(s).

F. To make legislative findings related to the special benefits provided to Lots located in the District.

G. To otherwise act or satisfy its duties and responsibilities under this ordinance.

Sec. 70-500.383. - LEGISLATIVE FINDINGS.

A. Lots in the District are specially benefited by the provision of street lighting improvements which will increase the market value of each Lot in the District and enhance safety within the District.

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District. The extent to which Commercial Lots benefit from

improved street lighting will vary according to the linear footage along the affected streets because of the large differential in size throughout the District.

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and does not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.

D. Lots which do not receive a special benefit shall be excluded from the non-ad valorem special assessment for street lighting.

Sec. 70-500.384. - SPECIAL ASSESSMENT PROCEDURES.

A. The Board shall determine each year the level of service necessary to provide adequate street lighting to Lots located in the District and the cost for providing such service.

B. The Board may by proper resolution establish rules and regulations regarding fiscal management of the District.

C. Each Fiscal Year, the Board shall authorize the levy of a non-ad valorem special assessment for street lighting on all Lots located within the District. These non-ad valorem special assessments for street lighting shall be levied following the preparation and adoption of a budget by the Board as provided by law. The budget shall identify the estimated Costs for street lighting for the next Fiscal Year.

D. The amount of non ad-valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot and the budgeted Costs for street lighting. The budgeted Costs for street lighting shall be fairly and reasonably apportioned among the benefited Lots using the following method:

The number of Equivalent Residential Units (ERUs) for a commercial Lot shall be calculated by dividing a commercial Lot's linear footage along the affected street by the average linear footage of the residential Lots directly across the affected street. The assessment for each Lot shall be calculated by multiplying a Lot's ERUs by the Base Rate. All residential properties shall have the equivalent of one (1) ERU.

The Board may make adjustments to the formula each Fiscal Year by resolution as necessary to reasonably and fairly apportion the cost of street lighting among benefited Lots. The Board may make a finding in the resolution to exclude any Lot that no longer receives a special benefit.

E. All special assessments as provided herein shall be assessed and collected by the uniform method adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes, as amended. All special assessments provided herein shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this ordinance, until said assessments are paid.

F. The Tax Collector of Escambia County shall be entitled to receive a commission for the collection of non-ad valorem special assessments for street lighting as provided in Section 197.3632(2), Florida Statutes, as amended.

G. A certified copy of this Ordinance shall be indexed and recorded in the public records of Escambia County after filing with the Secretary of State.

Sec. 70-500.385. - APPEAL PROCESS.

A. Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed within thirty (30) days of receiving the non-ad valorem special assessment or any of the notices for payment of the annual installment.

B. The County Administrator or designee shall review the request and determine within a reasonable time based on the circumstances whether an error in assessment of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board for preparation of the non-ad valorem special assessment roll. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due and owing as a result of the identification error, with notice to the Board of County Commissioners.

C. In the event the County Administrator or designee finds the Lot owner has been correctly assessed, the County Administrator or designee shall notify the owner and advise the owner of his or her right to petition for review of the alleged assessment error by the Board of County Commissioners within thirty (30) days. The Petition for Assessment Review shall state the owner's name, a description of the real property, and the facts underlying the Lot owner's petition. The burden shall be on the Lot owner to demonstrate by competent and substantial evidence to the Board of County Commissioners the Lot has been erroneously assessed on the non-ad valorem special assessment roll.

D. At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the assessment due and owing; or 2) advise the Lot owner the Board of county Commissioners finds no error in the assessment of the owner's Lot and the Lot owner may appeal the Board's decision to the circuit court within thirty (30) days.

E. The Board of County Commissioners may at its discretion create an independent board to review any Petition for Assessment Review filed. In addition, the Board is authorized to establish by resolution and collect at the time a petition is filed an administrative fee for processing of the petition. The Board of County Commissioners may also by resolution identify circumstances in which a refund of the administrative fee is available.

Section 3. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and

severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

Section 4. INCLUSION IN THE CODE. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Escambia County Code and the word "Ordinance" may be changed to section, article, or other appropriate word or phrase, and the sections of this Ordinance may be renumbered to accomplish such intention.

Section 5. EFFECTIVE DATE. This Ordinance shall become effective upon receipt of official acknowledgment of the Clerk of the Board of County Commissioners from the Department of State that this Ordinance has been filed with the Department of State

DONE AND ENACTED this ____ day of _____ 2020.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

By: _____
Steven Barry, Chairman

**ATTEST: Pam Childers
Clerk of the Circuit Court**

Approved as to form and legal sufficiency.

By/Title: *Kristin D. Hual, SACA*

Deputy Clerk

Date: 12-17-2019

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

EXHIBIT A

Legal Descriptions:

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE AND ASSOCIATES)

COMMENCE AT A CONCRETE PERMANENT REFERENCE MONUMENT (PRM) AT THE SOUTHEAST CORNER OF BLOCK 'D' OF GRAYSTONE ESTATES, PHASE ONE AS RECORDED IN PLAT BOOK 19, AT PAGE 46 & 46A OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID CORNER BEING LOCATED AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY (R/W) LINE OF UPLAND ROAD (66' PUBLIC R/W) AND THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST OF SAID COUNTY; THENCE PROCEED NORTH 02°45'23" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 200.00 FEET TO A PRM AT THE NORTHEAST CORNER OF LOT 5, BLOCK 'D' OF THE AFORESAID GRAYSTONE ESTATES PHASE ONE AND THE POINT OF BEGINNING; THENCE PROCEED ALONG THE BOUNDARY OF SAID GRAYSTONE ESTATES, PHASE ONE THE FOLLOWING COURSES: NORTH 36°58'26" WEST FOR A DISTANCE OF 237.05 FEET TO A PRM BEING A POINT ON A CIRCULAR CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 84°14'17" AND A CHORD BEARING AND DISTANCE OF NORTH 81°06'39" WEST, 67.07 FEET; THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 73.51 FEET TO A PRM BEING A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 48°11'23" AND A CHORD BEARING AND DISTANCE OF NORTH 63°05'12" WEST, 20.41 FEET; THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 21.03 FEET TO A PRM BEING A POINT OF TANGENCY; THENCE PROCEED NORTH 87°10'54" WEST FOR A DISTANCE OF 257.96 FEET TO A PRM BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 47°49'06" WEST, 35.36 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO A PRM BEING THE POINT OF TANGENCY; THENCE PROCEED SOUTH 02°49'06" WEST FOR A DISTANCE OF 347.57 FEET TO A PRM BEING A POINT OF CURVATURE OF A CIRCULAR CURVE BEING CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 42°10'54" EAST, 35.36 FEET; THENCE PROCEED SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY, BEING A PRM ON THE AFORESAID NORTH R/W LINE OF UPLAND ROAD; THENCE DEPARTING THE AFORESAID BOUNDARY PROCEED NORTH 87°10'54" WEST ALONG THE SAID NORTH R/W OF UPLAND ROAD FOR A DISTANCE OF 130.00 FEET TO A PRM AT THE INTERSECTION OF SAID NORTH R/W LINE AND THE AFORESAID BOUNDARY OF GRAYSTONE ESTATES PHASE ONE, BEING A POINT OF CURVATURE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF NORTH 47°49'06" EAST, 35.36 FEET; THENCE PROCEED ALONG THE AFORESAID BOUNDARY OF GRAYSTONE ESTATES PHASE ONE THE FOLLOWING COURSES: NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO A PRM AT THE POINT OF TANGENCY; THENCE PROCEED NORTH 02°49'06" EAST FOR A DISTANCE OF 347.57 FEET TO A PRM AT THE POINT OF CURVATURE OF A CIRCULAR CURVE BEING CONCAVE SOUTHWESTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF NORTH 42°10'54" WEST, 35.36 FEET; THENCE PROCEED NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO A PRM BEING THE POINT OF TANGENCY; THENCE PROCEED NORTH 87°10'54" WEST FOR A DISTANCE OF 213.28 FEET TO A PRM BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 48°08'41" AND A CHORD BEARING AND DISTANCE OF SOUTH 68°44'46" WEST, 20.39 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 21.01 FEET TO A PRM AND POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 36°47'04" AND A CHORD BEARING AND DISTANCE OF SOUTH 63°02'36" WEST, 31.55 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 32.10 FEET TO A PRM AND POINT OF TANGENCY; THENCE PROCEED SOUTH 02°49'06" WEST FOR A DISTANCE OF 161.55 FEET TO A PRM; THENCE PROCEED NORTH 87°10'54" WEST FOR A DISTANCE OF 29.71 FEET TO A PRM; THENCE DEPARTING SAID BOUNDARY, CONTINUE LAST COURSE PROCEED NORTH 87°10'54" WEST FOR A DISTANCE OF 176.53 FEET TO A PRM ON THE AFORESAID BOUNDARY OF GRAYSTONE ESTATES PHASE ONE; THENCE PROCEED ALONG SAID BOUNDARY THE FOLLOWING COURSES: NORTH 02°39'05" EAST FOR A DISTANCE OF 725.55 FEET TO A PRM; THENCE PROCEED NORTH 87°20'55" WEST FOR A DISTANCE OF 175.00 FEET TO A PRM BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 47°39'05" WEST, 35.36 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO A PRM BEING THE POINT OF TANGENCY ON THE EAST R/W LINE OF NOWAK ROAD (66' PUBLIC R/W); THENCE PROCEED NORTH 02°39'05" EAST ALONG SAID R/W LINE FOR A DISTANCE OF 130.00 FEET TO A PRM ON THE BOUNDARY OF THE AFORESAID GRAYSTONE ESTATES PHASE ONE AND A POINT OF CURVATURE OF A CIRCULAR CURVE BEING CONCAVE NORTHEASTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A DELTA ANGLE OF 90°00'00" AND A CHORD BEARING AND DISTANCE OF SOUTH 42°20'55" EAST, 35.36 FEET; THENCE PROCEED ALONG THE BOUNDARY OF THE AFORESAID GRAYSTONE ESTATES PHASE ONE THE FOLLOWING COURSES: SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO A PRM AND THE POINT OF TANGENCY; THENCE PROCEED SOUTH 87°20'55" EAST FOR A DISTANCE OF 175.00 FEET TO A PRM; THENCE PROCEED NORTH 02°39'05" EAST FOR A DISTANCE OF 85.00 FEET TO A PRM; THENCE DEPARTING SAID BOUNDARY PROCEED SOUTH 87°20'55" EAST FOR A DISTANCE OF 172.00 FEET TO A PRM; THENCE PROCEED NORTH 02°39'05" EAST FOR A DISTANCE OF 27.87 FEET TO A PRM; THENCE PROCEED SOUTH 87°20'55" EAST FOR A DISTANCE OF 920.20 FEET TO A PRM ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE AFORESAID SECTION 16; THENCE PROCEED SOUTH 02°45'23" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 933.63 FEET TO A PRM AND THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 20.71 ACRES MORE OR LESS.



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-17302

Clerk & Comptroller's Report 9.1.

BCC Regular Meeting

Consent

Meeting Date: 01/23/2020

Issue: November 2019 Investment Report

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the November 30, 2019 Investment Report.

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended November 30, 2019, as required by Ordinance Number 95-13; on November 30, 2019, the portfolio market value was \$308,211,135 and portfolio earnings totaled \$412,809 for the month. The short term portfolio achieved a yield of 2.01%. The long-term CORE portfolio achieved a yield of 1.69%.

Attachments

November 2019 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2019-2020
November 30, 2019



Prepared by: _____
Pam Childers
Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2019-2020
November 30, 2019

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value	
	October 31, 2019	November 30, 2019
Bank Accounts	\$24,628,107	\$31,816,178
Local Government Investment Pools ⁽¹⁾	\$84,501,508	\$84,633,432
Local Government Investment Pools ⁽²⁾	\$24,654,442	\$24,663,932
Certificates of Deposit	\$76,844,369	\$76,844,369
Money Market Mutual Fund	\$1,618,284	\$2,619,633
U.S. Treasury Bond/Notes	\$65,603,242	\$65,489,312
Federal Agency Bond/Note	\$5,630,766	\$3,479,391
Municipal Bonds	\$399,996	\$400,000
Corporate Notes	\$16,990,474	\$18,264,889
Total Portfolio Assets:	\$300,871,187	\$308,211,135
Current Month Earnings:	\$544,243	\$412,809
Fiscal Year to Date Earnings:	\$544,243	\$957,052

⁽¹⁾ FL PRIME, FLCLASS, FL-FIT
⁽²⁾ FL TRUST

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	October 31, 2019	November 30, 2019
Market Value	\$210,628,426	\$217,957,910
Short Term Portfolio Yield:⁽³⁾	2.07%	2.01%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	1.96%	1.75%
Fiscal YTD Earnings:	\$411,325	\$692,494
LONG TERM CORE PORTFOLIO:	October 31, 2019	November 30, 2019
Market Value	\$90,242,761	\$90,253,225
CORE Portfolio Yield to Maturity at Market:	1.61%	1.69%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.57%	1.65%
CORE Portfolio Total Return:	0.32%	0.00%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.33%	-0.03%
Effective Duration (Years)	1.76	1.74
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.80	1.78
Fiscal YTD Earnings:	\$132,918	\$264,559

⁽³⁾ Short Term Yield calculated without BoA Operating Accounts (ECR)



**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2019-2020
November 30, 2019**

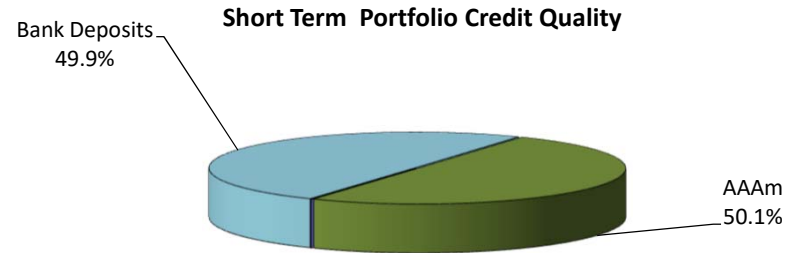
SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	\$ 31,816,178	14.6%
Certificates of Deposit	76,844,369	35.3%
Local Government Investment Pools*	84,633,432	38.8%
Local Government Investment Pools**	24,663,932	11.3%
Total Short Term Portfolio Assets:	\$ 217,957,910	100.0%

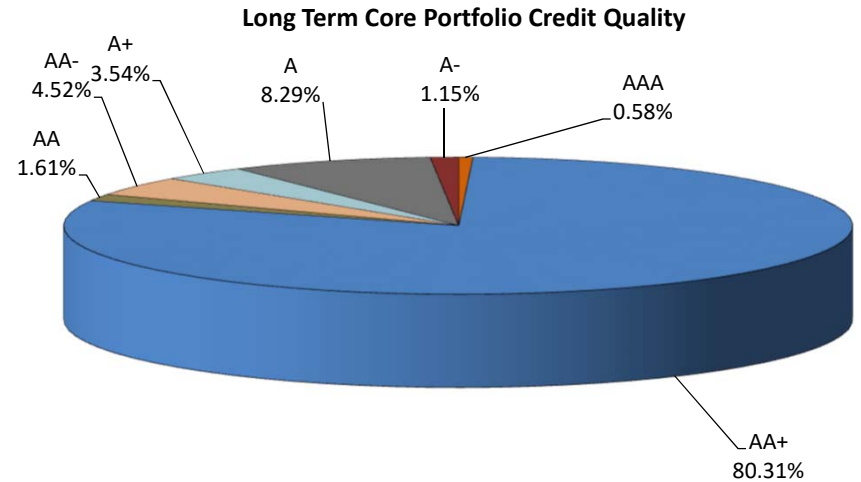
*FL PRIME, FLCLASS, FL-FIT

**FL TRUST



LONG TERM INVESTMENT PORTFOLIO:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	\$ 65,489,312	72.6%
Federal Agency Bond / Note	3,479,391	3.9%
Municipal Obligations	400,000	0.4%
Corporate Note	18,264,889	20.2%
Money Market Mutual Fund - Federated Government	2,619,633	2.9%
Total Long Term Core Portfolio Assets:	\$ 90,253,225	100.0%





ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2019-2020
November 30, 2019

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
United States Treasury Securities	65,489,312	21.2%	100%	Yes
Federal Instrumentalities	3,479,391	1.1%	50%	Yes
Local Government Investment Pools	109,297,363	35.5%	75%	Yes
Certificates of Deposit	76,844,369	24.9%	50%	Yes
Corporate Notes	18,264,889	5.9%	25%	Yes
State and/or Local Government Debt	400,000	0.1%	25%	Yes
Bank Accounts - Bank of America	31,816,178	10.32%	100%	Yes
Money Market Mutual Fund	2,619,633	0.8%	50%	Yes
Total Investment Holdings	308,211,135	100.0%		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Honda Finance	1,071,078	0.3%	5%	Yes
Apple Inc. Corporate Notes	1,011,109	0.3%	5%	Yes
BBVA	25,786,652	8.4%	15%	Yes
Centennial Bank	20,331,626	6.6%	15%	Yes
Caterpillar INC	749,546	0.2%	5%	Yes
Chevron Corporation Corp Notes	648,612	0.2%	5%	Yes
Cisco Systems Inc.	2,025,696	0.7%	5%	Yes
Coca-Cola Company	328,393	0.1%	5%	Yes
Deere & Company	1,207,506	0.4%	5%	Yes
Fannie Mae	3,479,391	1.1%	5%	Yes
Fidelity Institutional Government MMF	2,619,633	0.8%	25%	Yes
FLCLASS	5,290,523	1.7%	50%	Yes
FL-FIT	15,108,998	4.9%	50%	Yes
Florida Prime (SBA)	64,233,911	20.8%	50%	Yes
Florida Local Government Investment Trust	24,663,932	8.0%	50%	Yes
Hancock Bank	5,031,526	1.6%	15%	Yes
Home Depot Inc.	469,653	0.2%	5%	Yes
Honeywell International	749,510	0.2%	5%	Yes
IBM CORP	998,781	0.3%	5%	Yes
Intel Corporation	1,011,535	0.3%	5%	Yes
JP Morgan Chase Corporate Notes	1,006,684	0.3%	5%	Yes
Mastercard	752,537	0.2%	5%	Yes
Merck & CO INC	762,047	0.2%	5%	Yes
Microsoft Corporate Notes	507,081	0.2%	5%	Yes
Oracle Corp	1,013,610	0.3%	5%	Yes
Proctor & Gamble Co	667,449	0.2%	5%	Yes



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2019-2020
November 30, 2019

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Servisfirst Bank	25,694,565	8.3%	15%	Yes
State Street Corporation	1,004,669	0.3%	5%	Yes
The Walt Disney Corporation	507,908	0.2%	5%	Yes
Toyota Motor Corp	604,345	0.2%	5%	Yes
United Parcel Service Inc.	505,916	0.2%	5%	Yes
United States Treasury Securities	65,489,312	21.2%	100%	Yes
University of WA Taxable Revenue Bonds	400,000	0.1%	5%	Yes
Visa Inc	661,224	0.2%	5%	Yes
Total Investment Holdings	308,211,135	100.0%		



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-17349

Clerk & Comptroller's Report 9.2.

BCC Regular Meeting

Consent

Meeting Date: 01/23/2020

Issue: TDT Collection Data for the November 2019 Returns

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the November 2019 Returns Received in December 2019

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the November 2019 returns received in December 2019, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the third month of collections for the Fiscal Year 2020; total collections for the month of November 2019 returns was \$529,256.69; this is a 7.00% decrease from November 2018 returns; total collections year to date are 2.15% less than the comparable time frame in Fiscal Year 2019

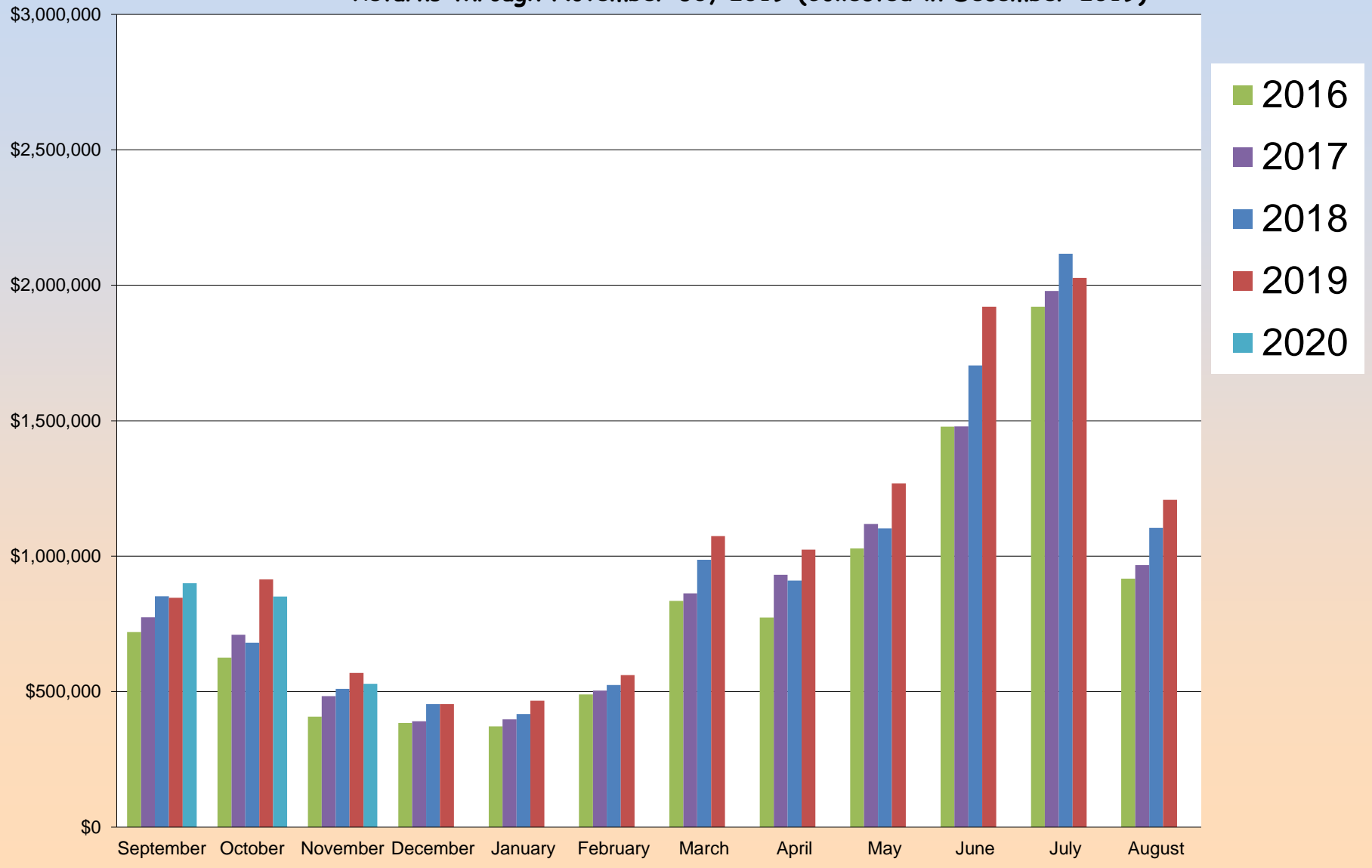
Attachments

November 2019 TDT Returns Collected December 2019

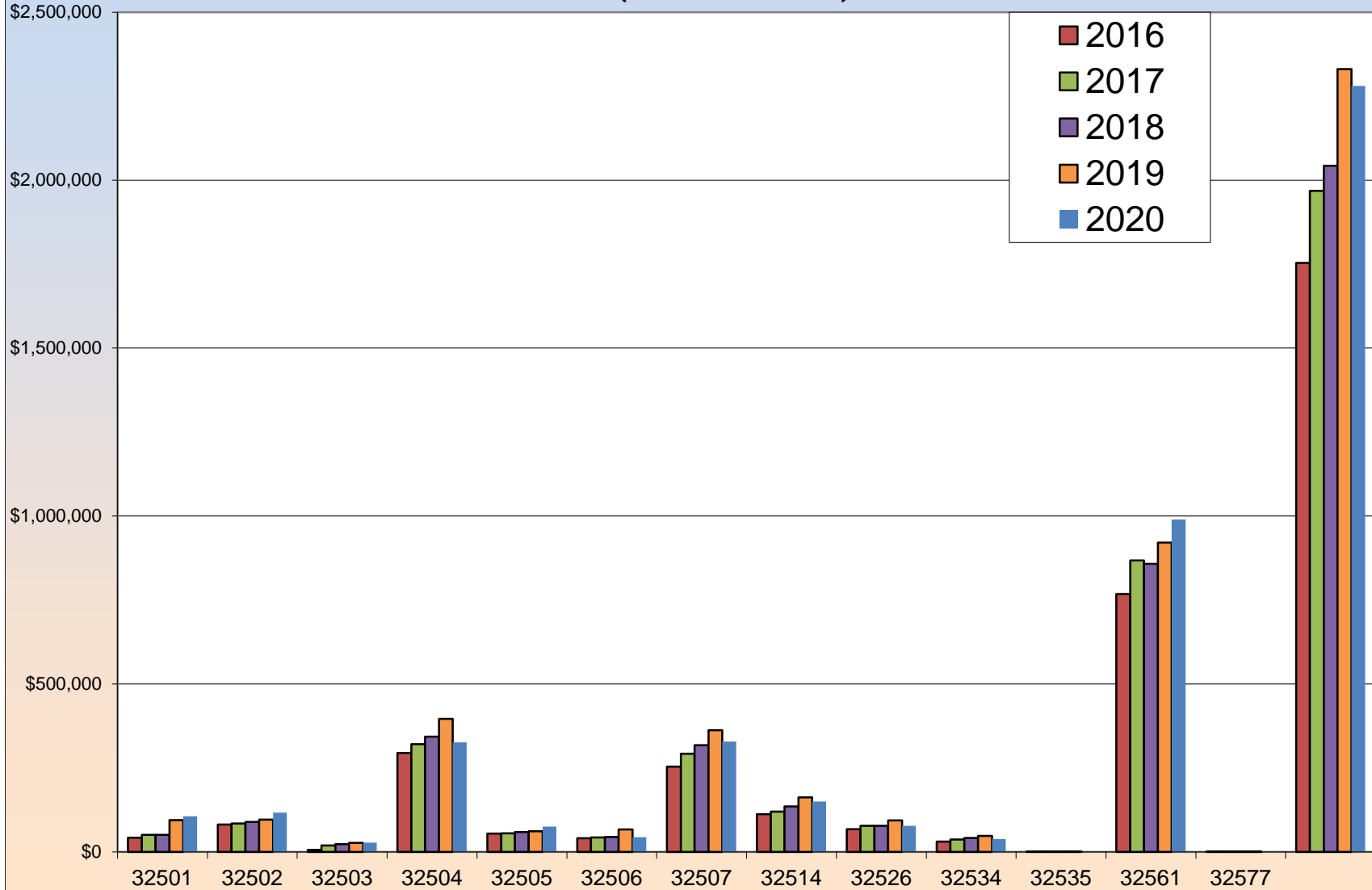
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF DECEMBER 2019

Zip Code	Fiscal Year 2020 YTD Collected	Fiscal Year 2019 YTD Collected	Difference	% Change
32501	106,122	94,433	11,689	12%
32502	117,250	95,844	21,406	22%
32503	27,650	26,700	950	4%
32504	326,266	396,458	(70,192)	-18%
32505	75,723	61,705	14,018	23%
32506	43,653	67,256	(23,603)	-35%
32507	328,385	362,702	(34,317)	-9%
32514	149,729	162,662	(12,933)	-8%
32526	77,580	93,614	(16,034)	-17%
32534	38,170	47,634	(9,464)	-20%
32535	628	579	49	8%
32561	989,106	920,748	68,358	7%
32562	0	0	0	0%
32577	\$ 85	155	(70)	-45%
Total	\$ 2,280,346	\$ 2,330,490	\$ (50,144)	-2%

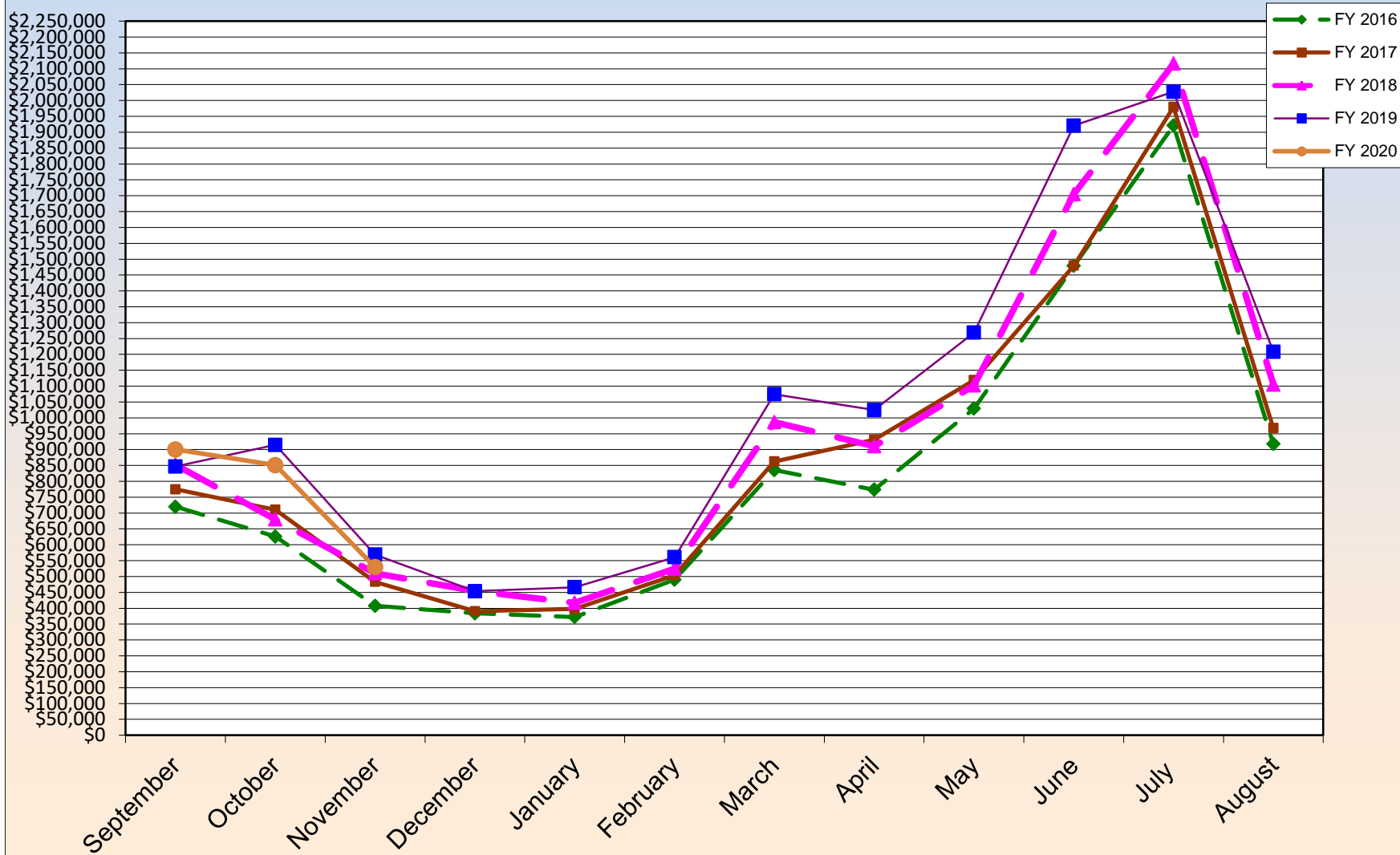
Tourist Development Tax Collections
5-Year Comparison
Returns through November 30, 2019 (Collected in December 2019)



Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through November 30, 2019
(Collected December 2019)



**TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2016 - FY 2020**
Returns through November 30, 2019 (Collected in December 2019)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2020
 AS OF December 2019

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/19	\$ 38,864	4%	\$ 43,390	5%	\$ 10,319	1%	\$ 115,910	13%	\$ 18,785	2%
11/19	\$ 38,278	4%	\$ 41,085	5%	\$ 9,174	1%	\$ 115,176	14%	\$ 41,340	5%
12/19	\$ 28,981	5%	\$ 32,775	6%	\$ 8,157	2%	\$ 95,180	18%	\$ 15,598	3%
Total	\$ 106,122	5%	\$ 117,250	5%	\$ 27,650	1%	\$ 326,266	14%	\$ 75,723	3%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/19	\$ 15,041	2%	\$ 140,739	16%	\$ 53,089	6%	\$ 27,938	3%	\$ 15,692	2%
11/19	\$ 15,812	2%	\$ 130,228	15%	\$ 50,990	6%	\$ 25,889	3%	\$ 12,521	1%
12/19	\$ 12,799	2%	\$ 57,418	11%	\$ 45,649	9%	\$ 23,753	4%	\$ 9,957	2%
Total	\$ 43,653	2%	\$ 328,385	14%	\$ 149,729	7%	\$ 77,580	3%	\$ 38,170	2%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/19	\$ 174	0%	\$ 420,258	47%	\$ -	0%	\$ -	0%	\$ 900,200	100%
11/19	\$ 265	0%	\$ 370,064	43%	\$ -	0%	\$ 67	0%	\$ 850,890	100%
12/19	\$ 188	0%	\$ 198,784	38%	\$ -	0%	\$ 18	0%	\$ 529,257	100%
Total	\$ 628	0%	\$ 989,106	43%	\$ -	0%	\$ 85	0%	\$ 2,280,346	

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
 ESCAMBIA COUNTY FLORIDA
 FISCAL YEAR 2019
 AS OF December 2018

Month of Collection	Zip Code									
	32501		32502		32503		32504		32505	
	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/18	33,060	4%	29,038	3%	8,340	1%	120,568	14%	16,401	2%
11/18	33,959	4%	40,218	4%	10,154	1%	159,394	17%	29,404	3%
12/18	27,415	5%	26,588	5%	8,206	1%	116,496	20%	15,901	3%
Total	94,433	4%	95,844	4%	26,700	1%	396,458	17%	61,705	3%

Month of Collection	Zip Code									
	32506		32507		32514		32526		32534	
	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/18	23,343	3%	148,106	17%	47,657	6%	25,767	3%	13,922	2%
11/18	27,659	3%	145,682	16%	64,824	7%	37,969	4%	18,767	2%
12/18	16,253	3%	68,914	12%	50,181	9%	29,878	5%	14,944	3%
Total	67,256	3%	362,702	16%	162,662	7%	93,614	4%	47,634	2%

Month of Collection	Zip Code								Total Month	% OF Total
	32535		32561		32562		32577			
	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total		
10/18	209	0%	380,137	45%	-	0%	92	0%	846,640	100%
11/18	-	0%	346,703	38%	-	0%	40	0%	914,773	100%
12/18	369	0%	193,908	34%	-	0%	23	0%	569,078	100%
Total	579	0%	920,748	40%	-	0%	155	0%	2,330,491	

**Tourist Development Tax Collection Data
Reported in Fiscal Year Format
Escambia County Florida**

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2011-2020									
Month Of Collection	For The Month Of	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
		OCT	SEP	\$ 321,850	\$ 343,637	\$ 398,300	\$ 385,209	\$ 442,268	\$ 539,766	\$ 580,905	\$ 638,832
NOV	OCT	\$ 276,214	\$ 304,579	\$ 325,198	\$ 335,284	\$ 411,054	\$ 469,351	\$ 532,757	\$ 510,223	\$ 686,080	\$ 638,167
DEC	NOV	\$ 226,459	\$ 244,845	\$ 254,898	\$ 236,608	\$ 284,253	\$ 305,743	\$ 362,364	\$ 382,803	\$ 426,808	\$ 396,943
TOTAL		\$ 824,524	\$ 893,061	\$ 978,396	\$ 957,101	\$1,137,575	\$1,314,860	\$ 1,476,026	\$1,531,859	\$ 1,747,868	\$ 1,710,260

**TOURIST DEVELOPMENT TAX COLLECTION DATA
 REPORTED IN FISCAL YEAR FORMAT
 ESCAMBIA COUNTY, FLORIDA**

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2011-2020									
Month Of Collection	For The Month Of	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
OCT	SEP	\$ 107,283	\$ 114,546	\$ 132,767	\$ 128,403	\$ 147,425	\$ 179,922	\$ 193,635	\$ 212,944	\$ 211,660	\$ 225,050
NOV	OCT	\$ 92,072	\$ 101,526	\$ 108,399	\$ 111,761	\$ 137,018	\$ 156,450	\$ 177,586	\$ 170,074	\$ 228,693	\$ 212,722
DEC	NOV	\$ 75,487	\$ 81,615	\$ 84,966	\$ 78,869	\$ 94,751	\$ 101,914	\$ 120,788	\$ 127,601	\$ 142,269	\$ 132,314
TOTAL		\$ 274,841	\$ 297,687	\$ 326,132	\$ 319,034	\$ 379,194	\$ 438,287	\$ 492,009	\$ 510,620	\$ 582,623	\$ 570,087



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-17364

Clerk & Comptroller's Report 9.3.

BCC Regular Meeting

Consent

Meeting Date: 01/23/2020

Issue: Disposition of Records

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning the Disposition of Records

That the Board approve Records Disposition Document No. 699, for disposition of Board of County Commissioners' Records, Item 32, Minutes: Official Meetings, for the period of June 1, 2019, through August 31, 2019, in accordance with State Retention Schedule GS1, since the permanent records have been digitally imaged.

Attachments

Records Disposition Doc 699

RECORDS DISPOSITION DOCUMENT

NO. 699

PAGE 1 OF 1 PAGES

1. AGENCY NAME and ADDRESS HONORABLE PAM CHILDERS CLERK OF THE CIRCUIT COURT AND COMPTROLLER 190 GOVERNMENTAL CENTER PENSACOLA, FL 32502	2. AGENCY CONTACT (Name and Telephone Number) Heather Mahoney, Official Records For: Clerk to the Board (850) 595 - 3937 Ext.
--	---

3. NOTICE OF INTENTION: The scheduled records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

a. Destruction
 b. Microfilming and Destruction
 c. Other _____

4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

PAM CHILDERS
Escambia County Florida Clerk of the Circuit Court & Comptroller

_____ Signature	_____ Name and Title	_____ Date
--------------------	-------------------------	---------------

5. LIST OF RECORD SERIES

a. Schedule No.	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume In Cubic Feet	g. Disposition <u>Action and</u> <u>Date</u> Completed After Authorization
GS1	32	MINUTES: OFFICIAL MEETINGS (TRANSCRIPTS: THE DOCUMENTS HAVE BEEN DIGITALLY IMAGED)	Perman ent	June 1, 2019, through August 31, 2019	4.5	

<p>6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.</p> _____ Custodian/Records Management Liaison Officer Date	<p>7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.</p> _____ Signature Date
	_____ Name and Title
	_____ Witness



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder • Auditor

AI-17354

Clerk & Comptroller's Report 9.4.

BCC Regular Meeting

Consent

Meeting Date: 01/23/2020

Issue: Minutes and Reports

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Minutes and Reports Prepared by the Clerk to the Board's Office

That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's Office:

- A. Accept, for filing with the Board's Minutes, the Reports of the Agenda Work Session and the Gary Sansing Public Forum held January 7, 2020;
- B. Approve the Minutes of the Regular BCC Meeting held January 7, 2020; and,
- C. Approve the Minutes of the Attorney-Client Session held January 16, 2020.

Attachments

20200107 Agenda Work Session Report

20200107 Gary Sansing Public Forum Report

20200107 Regular BCC Meeting Minutes

20200116 Attorney Client Session Minutes

**REPORT OF THE AGENDA WORK SESSION OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

**JANUARY 7, 2020
(9:11 a.m. – 11:19 a.m.)**

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Krykyt Fisher, Office Assistant III, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Absent: Commissioner Douglas B. Underhill, District 2

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Report prepared by: DeLana Allen-Busbee

1. FOR INFORMATION: The agenda for the January 7, 2020, Regular Board Meeting, was reviewed as follows:
 - A. Chairman Barry and Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda; and Alison Rogers, County Attorney, reviewed the Written Communication Item;
 - B. The Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
 - C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Shamara Jernigan reviewed the County Administrator's Report; and
 - E. Commissioner Bender reviewed his add-on item.

**REPORT OF THE GARY SANSING PUBLIC FORUM OF THE ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS**

JANUARY 7, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Krykyt Fisher, Office Assistant III, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor,
221 Palafox Place, Pensacola, Florida

Report prepared by: DeLana Allen-Busbee

AGENDA ITEMS

1. Call to Order

Chairman Barry called the Gary Sansing Public Forum to Order at 4:31 p.m.

2. Speakers

The Board heard comments from the following individuals:

Michael Choron

Ray Palmer

Jack Brown

Cyndee Pennington

Margaret Hostetter

Brian Wyer

Kevin Wade

Melissa Pino

Larry Downs, Jr.

Tracy McAdams

3. Adjournment

Chairman Barry declared the Gary Sansing Public Forum adjourned at 5:12 p.m.

**MINUTES OF THE REGULAR MEETING OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

JANUARY 7, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Krykyt Fisher, Office Assistant III, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Minutes prepared by: Krykyt Fisher

REGULAR BCC AGENDA

1. Call to Order

Chairman Barry called the Regular Meeting of the Board of County Commissioners to order at 5:31 p.m.

2. Invocation

Rabbi Mendel Danow of Pensacola Chabad Jewish Center delivered the invocation.

3. Pledge of Allegiance to the Flag

Commissioner Bender led the Pledge of Allegiance to the Flag.

MINUTES – JANUARY 7, 2020

REGULAR BCC AGENDA – Continued

4. Recommendation: That the Board adopt the agenda as prepared (or duly amended).

Motion: So moved
Made by: Commissioner May
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

5. Commissioners' Forum:

- A. District 3 – Commissioner Underhill provided comments;
- B. District 2 – Commissioner May provided comments;
- C. District 1 – Commissioner Bergosh provided comments;
- D. District 4 – Commissioner Bender provided comments; and
- E. District 5 – Commissioner Barry provided comments.

6. Recommendation: That the Board adopt the following Proclamations:

- A. The Proclamation commending and congratulating Stephen Dillard, a Maintenance Technician in the Facilities Management Department, on his selection as the "Employee of the Month" for January 2020;
- B. The Proclamation commending and congratulating Amberly Youngblood, a Paramedic in the Emergency Medical Services Division of the Public Safety Department, on her selection as the "Employee of the Year" for 2019;
- C. The Proclamation proclaiming the third Friday of January 2020 as Arbor Day; and
- D. The Proclamation recognizing January 26 - February 1, 2020, as Escambia County School Choice Week.

Motion: So moved
Made by: Commissioner May
Seconded by: Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): Stephen Dillard, Amberly Youngblood, Jimmie Jarratt

MINUTES – JANUARY 7, 2020

REGULAR BCC AGENDA – Continued

7. Written Communication - November 26, 2019, communication from Judy R. Petrie.

Motion: Move that we waive the daily fines of \$3,537 and only charge her the court costs of \$235
Made by: Commissioner May
Seconded by: Commissioner Bergosh
Disposition: Carried 3-1, with Commissioner Underhill voting “no” and Commissioner Bender temporarily off the dais.
Speaker(s): Judy R Petrie

8. Recommendation: That the Board waive the reading of the legal advertisement(s) and accept, for filing with the Board’s Minutes, the certified affidavit(s) establishing proof of publication for the Public Hearing(s) on the agenda, and the Board of County Commissioners – Escambia County, Florida, Meeting Schedule:

A. The following three Public Hearings on the agenda:

- (1) The 5:31 p.m. Public Hearing, advertised in the *Pensacola News Journal* on December 19, 2019, for consideration of adopting an Ordinance creating the Los Suenos Subdivision Street Lighting MSBU;
- (2) The 5:45 p.m. Public Hearing, advertised in the *Pensacola News Journal* on November 19, 2019, for consideration of an Ordinance amending the Future Land Use Map, SSA-2019-03; and
- (3) The 5:46 p.m. Public Hearing, advertised in the *Pensacola News Journal* on November 27, 2019, for consideration of an Ordinance amending the Future Land Use Map, LSA-2019-05; and

B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule January 6 – January 10, 2020*, as published in the *Pensacola News Journal* on January 4, 2020.

Motion: Move that we waive the reading
Made by: Commissioner Underhill
Seconded by: Commissioner May
Disposition: Carried unanimously

9. Recommendation: That the Board, at the 5:31 p.m. Public Hearing, adopt and authorize the Chairman to sign the Ordinance [Number 2020-01] creating the Los Suenos Subdivision Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

(Continued on Page 4)

MINUTES – JANUARY 7, 2020

REGULAR BCC AGENDA – Continued

9. Continued...

- A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots, and the ability of lot owners to use their individual lots after dark;
- B. The benefit from improved street lighting varies according to the relative size of the affected lots. Residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;
- C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot, and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and
- D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

Motion: Move the item
Made by: Commissioner May
Seconded by: Commissioner Underhill
Disposition: Carried unanimously
Speaker(s): None

CLERK & COMPTROLLER’S REPORT – Honorable Pam Childers, Clerk of the Circuit Court and Comptroller

I. CONSENT AGENDA

- 1. Recommendation: That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the October 2019 returns received in November 2019, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the second month of collections for the Fiscal Year 2020; total collections for the month of October 2019 returns was \$850,889.66; this is a 6.98% decrease from October 2018 returns; total collections to date are .59% less than the comparable time frame in Fiscal Year 2019.

Motion: Move the Clerk’s Report items 1, 2, and 3
Made by: Commissioner Underhill
Seconded by: Commissioner May
Disposition: Carried unanimously

MINUTES – JANUARY 7, 2020

CLERK AND COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA – Continued

2. Recommendation: That the Board accept, for filing with the Board's Minutes, the Oath of Office for Escambia County Health Facilities Authority Board Member Susan Ashby, who replaced Linda Miragliotta and will fulfill her remaining term which ends August 21, 2021. Ms. Ashby was appointed to serve the remaining term by the Board of County Commissioners on December 5, 2019.

Motion: Move the Clerk's Report items 1, 2, and 3
Made by: Commissioner Underhill
Seconded by: Commissioner May
Disposition: Carried unanimously

3. Recommendation: That the Board take the following action concerning Minutes and Reports prepared by the Clerk to the Board's office:
 - A. Accept, for filing with the Board's Minutes, the Reports of the Agenda Work Session and the Gary Sansing Public Forum held December 5, 2019;
 - B. Approve the Minutes of the Regular BCC Meeting held December 5, 2019;
 - C. Approve the Minutes of the Special BCC Meeting held December 12, 2019; and
 - D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held December 12, 2019.

Motion: Move the Clerk's Report items 1, 2, and 3
Made by: Commissioner Underhill
Seconded by: Commissioner May
Disposition: Carried unanimously

GROWTH MANAGEMENT REPORT – Horace Jones, Director, Development Services Department

I. PUBLIC HEARINGS

1. Recommendation: That the Board of County Commissioners (BCC), at the 5:45 p.m. Public Hearing, review and approve an Ordinance [Number 2020-2] amending the Comprehensive Plan, Chapter 7, 2030 Future Land Use (FLU) map, SSA-2019-03, changing the FLU category of a parcel located on Louisiana Drive, Parcel Number 15-2S-30-6200-041-010, totaling 0.41 (+/-) acres, from Commercial (C) to Mixed Use Urban (MU-U).

Motion: Move the item
Made by: Commissioner May
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Marie Cole Fisher

2. Recommendation: That the Board of County Commissioners (BCC), at the 5:46 p.m. Public Hearing, review and approve for transmittal to the Department of Economic Opportunity (DEO), an Ordinance amending the Comprehensive Plan, Chapter 7, 2030 Future Land Use (FLU) map, LSA-2019-05, changing the FLU category for two parcels located on Pine Forest Road, Parcel Number 24-1S-31-4230-000-020, totaling 10.28 (+/-) acres, and Parcel Number 24-1S-31-3140-000-000, totaling 3.66 (+/-) acres, from Commercial (C) to Mixed-Use Urban (MU-U).

This serves as the first of two public hearings.

Motion: Move that we drop this and I'd like to bring it back at a later date
Made by: Commissioner Bergosh
Seconded by: Commissioner May
Disposition: Carried unanimously
Speaker(s): Richard Copps, Kevin Pachuki, Nikki Cole, Anniece Grizzafi, Edward Hardaway, Lee Ann Mastison, Barbara Mastison, Tom Woodhead, Stephan Mastison, Cindy Woodhead, Scott Miller, and Larry Downs Jr.

MINUTES – JANUARY 7, 2020

GROWTH MANAGEMENT REPORT – Continued

II. FOR ACTION

1. Recommendation: That the Board take the following action concerning recording of Beulah Garden Estates (a private 25-lot residential subdivision), located in the Beulah Community and lying south of Frank Reeder Road, west of Rebel Road and north of West Nine Mile Road. Owned and developed by Beulah Garden Estates, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the Final Plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:
 - A. Approve the Final Plat for recording;
 - B. Approve the street name “Suwanee Lane”; and
 - C. Accept the five-foot-wide right-of-way acquisition by Dedication as indicated on the subdivision plat.

Motion: Move to approve this
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

III. CONSENT AGENDA

1. Recommendation: That the Board authorize the scheduling of the following Public Hearing:

February 6, 2020

5:45 p.m. - A Public Hearing - McDirt Pit Permit Renewal

Summary: Recycling facility permit renewal for McDirt Industries, LLC – Phillip McCoy, for Concrete & Asphalt Recycling Facility.

Motion: Move the Consent Agenda
Made by: Commissioner Underhill
Seconded by: Commissioner May
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Janice Gilley, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board adopt, and authorize the Chairman to sign, a Resolution [R2020-1] authorizing the issuance of revenue bonds by the Escambia County Health Facilities Authority (the "Authority") on behalf of Baptist Health Care Corporation ("BHCC"), Baptist Health Care Foundation, Inc. ("BHCF"), Baptist Hospital, Inc. ("BHI"), Baptist Medical Group, LLC ("BMG"), Baptist Urgent Care, LLC ("BUC"), Jay Hospital, Inc. ("JH"), Lakeview Center, Inc. ("LC"), Global Connections to Employment, Inc. ("GCE") and Baptist Brent Lane Properties, LLC ("BBLP" and, together with BHCC, BHCF, BHI, BMG, BUC, JH, LC and GCE, the "Borrowers") for the purpose of financing the Project herein described and refinancing certain Outstanding Indebtedness herein described.

Motion: Move the item
For information: The "item" refers to the Technical/Public Service Consent Agenda in its entirety containing Items 1 through 8.
Made by: Commissioner May
Seconded by: Commissioner Bender
Disposition: Carried unanimously

2. Recommendation: That the Board approve the two Requests for Disposition of Property Forms for the Building Services Department, for property which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been deemed to be of no further usefulness to the County and have already been replaced.

Motion: Move the item
For information: The "item" refers to the Technical/Public Service Consent Agenda in its entirety containing Items 1 through 8.
Made by: Commissioner May
Seconded by: Commissioner Bender
Disposition: Carried unanimously

3. Recommendation: That the Board approve one Request of Disposition of Property. The request form has been signed by all applicable authorities.

Motion: Move the item
For information: The "item" refers to the Technical/Public Service Consent Agenda in its entirety containing Items 1 through 8.
Made by: Commissioner May
Seconded by: Commissioner Bender
Disposition: Carried unanimously

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

4. Recommendation: That the Board take the following action concerning the Florida Medicaid Non-Institutional Medicaid Provider Renewal Enrollment Application:
- A. Approve and authorize James Maddrey, EMS Manager, and Tamika Williams, Public Safety Business Operations Manager, to sign the Non-Institutional Medicaid Provider Agreement, as authorized official, for revalidation of Escambia County Board of County Commissioners, D/B/A Escambia County EMS (Emergency Medical Services) to continue to participate as a Florida Medicaid Provider, with the provision that any litigation concerning any part of the Agreement shall be conducted in the Circuit Court of Leon County, Florida;
 - B. Approve and authorize James Maddrey, EMS Manager, and Tamika Williams, Public Safety Business Operations Manager, to complete the online Application as being the Delegated Official and Contact Person which will allow them to speak with Medicaid on behalf of Escambia County BCC regarding the account; and
 - C. Authorize the submittal of the additional supporting documentation as requested by the Medicaid Provider Renewal Enrollment.

Motion: Move the item
For information: The “item” refers to the Technical/Public Service Consent Agenda in its entirety containing Items 1 through 8.
Made by: Commissioner May
Seconded by: Commissioner Bender
Disposition: Carried unanimously

5. Recommendation: That the Board accept for filing with the Board's Minutes, the December 5, 2019, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion: Move the item
For information: The “item” refers to the Technical/Public Service Consent Agenda in its entirety containing Items 1 through 8.
Made by: Commissioner May
Seconded by: Commissioner Bender
Disposition: Carried unanimously

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

6. Recommendation: That the Board amend its action of May 19, 2016, to correct the street name from Kingston Court to “Waterbury Court” due to a scrivener's error. This is for a county road in Kingston Place, recorded in Plat Book 19, Page 41. The street name should have been Waterbury Court instead of Kingston Court. Kingston Court was approved by the Board. This street is in Commission District 5.

Motion: Move the item
For information: The “item” refers to the Technical/Public Service Consent Agenda in its entirety containing Items 1 through 8.
Made by: Commissioner May
Seconded by: Commissioner Bender
Disposition: Carried unanimously

7. Recommendation: That the Board amend its action of August 21, 2014, to correct the street name from Buckleberry Drive to “Bucklebury Drive” due to a scrivener's error. This is for a County road in Berkshire Estates Addition, recorded in Plat Book 19, Page 28. The street name should have been Bucklebury Drive instead of Buckleberry Drive. Buckleberry Drive was approved by the Board. This street is in Commission District 2.

Motion: Move the item
For information: The “item” refers to the Technical/Public Service Consent Agenda in its entirety containing Items 1 through 8.
Made by: Commissioner May
Seconded by: Commissioner Bender
Disposition: Carried unanimously

8. Recommendation: That the Board authorize the scheduling of a Public Hearing on January 23, 2020, at 9:01 a.m., to consider adoption of an Ordinance creating the Graystone Estates Phase Two Street Lighting Municipal Services Benefit Unit (MSBU).

Motion: Move the item
For information: The “item” refers to the Technical/Public Service Consent Agenda in its entirety containing Items 1 through 8.
Made by: Commissioner May
Seconded by: Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board take the following action concerning Amendment #01 to the Affiliation Agreement between the University of West Florida and Escambia County, Florida:

- A. Approve Amendment #01 to the Affiliation Agreement: to designate an additional person, the Department of Social Work, to coordinate and act as preceptor or liaison for the University; and

- B. Authorize the Chairman to sign Amendment #01.

[Funding: The partnership established by this Agreement will not result in additional costs to the County or the University of West Florida]

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

2. Recommendation: That the Board take the following action concerning Amendment #018 to Agreement #A0150 with Big Bend Community Based Care, Inc.:

- A. Approve Amendment #018 to Contract #A0150. This Amendment updates and replaces Attachment I -Terms and Conditions, Exhibit A - State and Federal Laws Rules and Regulations, Exhibit B - Method of Payment, Exhibit C - Required Reports, Exhibit D - Performance Measures, Exhibit F- ME Financial Reporting and incorporates Exhibit G - Funding Detail; and

- B. Authorize the Chairman to sign Amendment #018 to Contract #A0150.

[Funding: This Contract is a fixed rate Contract for a total of \$43,971 for Fiscal Year 2019-2020.]

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Recommendation: That the Board take the following action concerning the Affiliation Agreement between the University of Central Florida and Escambia County, Florida:

A. Approve the Affiliation Agreement between the University of Central Florida and Escambia County, Florida, that provides for a comprehensive learning experience for participating students from the University of Central Florida's School of Social Work within the professional setting of the Escambia County Corrections Department; and

B. Authorize the County Administrator to execute the Agreement.

[Funding: The partnership established by this Agreement will not result in additional costs to the County or the University of Central Florida.]

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

4. Recommendation: That the Board accept the CRA donation received in the amount of \$12,500 from Gulf Coast Crime Stoppers, Inc., to support 25 LED roadway streetlights for the Oakfield CRA Phase 2 Streetlight Project. This project will provide and enhance safety measures in the Oakfield community.

[Funds will be deposited in Fund 151, CRA Donations, Cost Center 370112]

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

5. Recommendation: That the Board ratify the following January 7, 2020, action of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

(Continued on Page 13)

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Continued...

A. Approving the following five Residential Rehab Grant Program Funding and Lien Agreements:

1. The Agreements between Escambia County CRA and Loice B. Jackson, owner of residential property located at 202 Edgewater Drive, Warrington Redevelopment District, each in the amount of \$4,766, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;
2. The Agreements between Escambia County CRA and Gilbert J. and Julie K. Sharp, owners of residential property located at 10 Rosea Drive, Barrancas Redevelopment District, each in the amount of \$6,000, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement windows;
3. The Agreements between Escambia County CRA and Kenneth and Susanne Staruk, owners of residential property located at 16 Northwest Gilliland Road, Warrington Redevelopment District, each in the amount of \$2,475, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof;
4. The Agreements between Escambia County CRA and Wanda Woods and Freddie L. Woods, owners of residential property located at 6214 Vicksburg Drive, Oakfield Redevelopment District, each in the amount of \$3,486, representing an in-kind match through the Oakfield Tax Increment Financing (TIF), Fund 151, Cost Center 370121, replacement roof;
5. The Agreements between Escambia County CRA and David A. York, owner of residential property located at 316 Bryant Road, Warrington Redevelopment District, each in the amount of \$2,675, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, replacement roof; and

(Continued on Page 14)

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

5. Continued...

B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

6. Recommendation: That the Board ratify the following January 7, 2020, action of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellations of three Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	Address	Amount
Patricia A. Finley	304 Southeast Kalash Road	\$6,000
Sean B. Loudon	403 Northwest Syrcle Drive	\$4,795
Amron Properties, LLC	805 Arlington Street	\$2,695

B. Authorizing the Chairman to execute the Cancellation of Lien documents.

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

7. Recommendation: That the Board authorize cumulative total expenditures over \$25,000, in Fiscal Year 2019-2020 to contractors performing demolition or lot clearing services for the Department of Natural Resources, Environmental Enforcement Division, for individual projects of less than \$50,000, based on competitive quotes. The request is being made in advance of the cumulative total of expenditures exceeding \$25,000 this Fiscal Year for the following vendors:

	Vendor Name	Vendor No.	Approval Amount
1.	Andala Enterprises, Inc.	422299	\$80,000
2.	Bellview Site Contractors, Inc.	022702	\$50,000
3.	BR Bonner's Hauling, Inc.	020229	\$150,000
4.	Castellani Hauling, Inc.	031326	\$60,000
5.	Common Area Solutions, Inc.	034266	\$50,000
6.	Demolition Pros, LLC	013673	\$150,000
7.	Emerald Coast Demolition, LLC	426548	\$50,000
8.	HHH Construction of NWF, Inc.	080060	\$40,000
9.	Larry Gates Construction	423827	\$150,000
10.	Meadows Maintenance, LLC	423915	\$150,000
11.	Site and Utility, LLC	420683	\$40,000
12.	Southern Girl Botanicals, LLC	194119	\$90,000
13.	Carl J Sulaiman, dba Sula Energy Enterprises	426653	\$40,000
14.	Webster Construction, Inc.	420065	\$40,000
15.	Welt Demolition, LLC	426655	\$40,000

[Funding Source: Fund 103, Environmental Code Enforcement Fund, Cost Center 220110, Object Code 53401]

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board approve and authorize the purchase of three, one-year subscriptions of REVU Standard electronic plan review software from Bluebeam, Inc., for three computers in the Building Services Department to be utilized by the Building Codes Inspectors and Plans Examiners to allow for the submittal and acceptance of construction drawings in electronic format, with a per subscription cost of \$349, and the total price for three subscriptions being \$1,047.

[Funding: Fund 406, Building Inspections, Cost Center 250115, Plans Review, Object Code 55201, Operating Supplies]

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

9. Recommendation: That the Board approve the street name “Molino Hills Road” for a private road running east off of the 8800 block of North Highway 29, across from Morgan Cemetery Road and approve the street name “Brickton Hills Road” for a private road running north off of the 900 block of Brickton Road, one-half mile east of Warhop Lane. One hundred percent of the property owners signed the petition. These streets are in Commission District 5.

[Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 211201, Object Code 55201]

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board take the following action concerning Crary Road:

- A. Approve changing the street name of Crary Road, from Byrneville Road to the north end at Tedder Road, to “North Crary Road”; and
- B. Approve changing the street name of Crary Road, from Byrneville Road to the south end at North Century Boulevard, to “South Crary Road.”

Sixty nine percent (69%) of the property owners have signed the petition. This street is in Commission District 5.

[Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 211201, Object Code 55201]

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

11. Recommendation: That the Board approve, and authorize the Chairman to sign, the Settlement Agreement and General Release of all Claims, in the amount of \$842,774.77, less prior advance payments of \$516,000.00, for a total remaining final settlement amount of \$326,774.77, for the M.C. Blanchard water damage claim that occurred on November 29, 2016.

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

12. Recommendation: That the Board take the following action concerning Group Medical Insurance:

- A. Approve an Agreement with Great Midwest Insurance Company as our Stop Loss Carrier, from January 1, 2020, to December 31, 2020; and
- B. Authorize the County Administrator to sign the Excess Loss Insurance Application and Schedule of Benefits and the Proposed Coverage Form of Great Midwest Insurance Company.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501]

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

13. Recommendation: That the Board take the following action concerning a Purchase Order to Little Tire Hauling, Inc., for Waste Tire Removal and Disposal Services for the Escambia County Waste Services Waste Tire Collection Center:

- A. Authorize the issuance of a Purchase Order to Little Tire Hauling, Inc., not to exceed the amount of \$90,000, for Waste Tire Removal and Recycling/Disposal Services for the Escambia County Waste Services Waste Tire Collection Center; and
- B. Authorize the County Administrator to sign the Purchase Order.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services]

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

14. Recommendation: That the Board approve the month-to-month payment schedule with V. Keith Wells, P.A., and its board attorney, V. Keith Wells, based on the following terms:
- A. Authorize the Board to pay Keith Wells \$4,000 per month, with the first payment due in January, 2020 and the last payment ending on September 30, 2020; and
 - B. Authorize the necessary change order in the amount of \$36,000. Fiscal Year 2019/2020 Merit System Protection Board (MSPB) Services provided to date total \$12,000 for the months of October, November, and December.

At the October 17, 2019, Board of County Commissioners meeting, a motion was made to approve the Purchase Order for 3 months through December 31, 2019, and with the understanding that the Board would begin a month-to-month contract in January through the end of September 2020.

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

15. Recommendation: That the Board take the following action concerning Default on the Purchase of County-Owned Real Property Located at 39 North Cypress Street; Account # 12-3553-140, Reference # 02-4N-33-4400-005-300. This property is located in District 5:
- A. Declare Thien Vo the successful bidder of the parcel referenced above, to be in default of the terms of the Contract between him and the County for the purchase of the County-owned parcel located at 39 North Cypress Street, for failure to close in the timeframe prescribed by the terms of the Contract;
 - B. Retain the deposit made by Thien Vo, in the amount of \$570, for the parcel located at 39 North Cypress Street; and
 - C. Direct staff to remove the property from the surplus auction list.

(Continued on Page 20)

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Continued...

Thien Vo was the successful bidder in the surplus real property auction ending September 16, 2019, wherein he bid \$5,700 for the parcel located at 39 North Cypress Street. On September 18, 2019, Mr. Vo completed the 10% Deposit and Purchase Form and submitted his bid deposit to the County in the amount of \$570 for the aforementioned parcel. The County Attorney's Office mailed a set of closing documents to Mr. Vo on

September 20, 2019. County staff attempted to contact Mr. Vo regarding return of the closing documents; however, Mr. Vo stopped responding to phone calls and emails.

On November 18, 2019, a certified letter from the County Administrator was mailed to Mr. Vo, advising that he had failed to complete the closing and that the Administrator would recommend the Board find him to be in default of the terms of the sale, retain his bid deposit, and authorize the property to be re-advertised for sale at another auction. On December 5, 2019, staff received an email from Mr. Vo, apologizing for not going through with the closing.

Motion: Move A, B, and C with the following amendment that instead of retaining the deposit of \$570 that it is returned to the individual.
Made by: Commissioner Bender Seconded by: Commissioner May
Disposition: Carried 3-1, with Commissioner Underhill voting “no” and Commissioner Bergosh temporarily out of Board Chambers.

16. Recommendation: That the Board adopt the Resolution [R2020-2] approving Supplemental Budget Amendment #021, Other Grants and Projects Fund (110), in the amount of \$3,300, to recognize Grant proceeds from the Florida Fish and Wildlife Conservation Commission (FWC) for FWC #19105 - Derelict Vessel Grant to remove and dispose of an eligible derelict vessel. Total project cost is \$4,400 and requires a 25% match of \$1,100 which will be provided from Vessel Registration Fees (Available balance in Vessel Registration \$129.7k). Natural Resources Management will also provide project management for in-kind match.

Motion: Move the balance For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh Seconded by: Commissioner Underhill
Disposition: Carried unanimously

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

17. Recommendation: That the Board adopt the Resolution [R2020-3] approving Supplemental Budget Amendment #032, Other Grants and Projects Fund (110), in the amount of \$136,513, to recognize proceeds from the State of Florida Division of Emergency Management Federally Funded Subaward and Grant Agreement Contract #20-DS-01-01-27-01-012 (through Federal Award #EMW-2018-SS-00064-S01), and to appropriate these funds for sustainment of Escambia County's Hazardous Materials Response Team equipment.

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

18. Recommendation: That the Board, for Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, based upon previously-awarded Contracts, Contractual Agreements or annual requirements for the Engineering Department:

Vendor/Contractor	Amount	Contract Number
JMA Engineering Services, Inc. Project: Klondike Road at Cedarbrook Pond Fund: 353 Local Option Sales Tax (LOST) IV, Cost Center: 210106, Object Code 56301, Project #19EN0441	\$30,000	Contract PD 02-03.79 Professional Services

This project is located in Commission District 1.

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

19. Recommendation: That the Board approve the first of two possible one-year renewals between Escambia County and Affiliated Creditors, Inc., per the terms and conditions of PD 17-18.028, EMS Collection Services, in the amount of \$50,000 annually, retroactive to May 3, 2019.

[Funding: Fund 408, Emergency Medical Services, Cost Center 330603, Object Code 53401]

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

20. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Mott MacDonald Florida, LLC, per the terms and conditions of PD 19-20.003, Construction, Engineering, Inspection (CEI) Services for Bob Sikes Bridge Rehabilitation Project, for a lump sum amount of \$402,145.

[Funding: Fund 108, Tourist Development Fund, Cost Center 360101, Object Code 56301]

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

21. Recommendation: That the Board take the following action regarding PD 17-18.077, Re-Solicit Special Magistrate:

A. Approve the first one-year renewal, per the Agreement for PD 17-18.077, Re-Solicit Special Magistrate, for each of the following firms:

1. John B. Trawick, P.L.L.C;
2. Farrar Law Firm, P.A.; and
3. Robert O. Beasley, P.A.;

B. Approve the first one-year renewal based on the fees from the original Agreement:

1. Special Magistrate, in the amount of \$155 per hour; and
2. Paralegal in the amount of \$75 per hour; and

C. Authorize the Department(s), in conjunction with the Office of Purchasing, to issue Purchase Orders as required.

[Funding: Fund 103, Code Enforcement Fund; Cost Center 220110, Environmental Code Enforcement; Object Code 53101, Professional Services]

Motion: To renew all three Special Magistrates as set forth in part A also to include B and C of the recommendation but that we are waiving any potential conflict of interest with regards to using Mr. Beasley as a Special Magistrate
Made by: Commissioner Bergosh
Seconded by: Commissioner Bender
Disposition: Carried unanimously

22. Recommendation: That the Board approve and authorize the County Administrator to sign an Amendment of Agreement between Escambia County and Global Tel*Link (GTL), concerning PD 17-18.022, Video Visitation Services, amending the Agreement approved by the Board on May 3, 2018, as follows:

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

1. The foregoing recitals are true and correct and incorporated herein by reference.

(Continued on Page 24)

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Continued...

2. The Agreement is amended to reflect that the Contractor will provide software support and maintenance for video visitation services provided pursuant to this Agreement at no cost for the remainder of the term. Accordingly, Section 4 of the Agreement relating to Compensation/Method of Payment is hereby deleted in its entirety, and Paragraph C of Exhibit B is amended to reflect that software support and maintenance will be provided at no cost.
3. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
4. The effective date of this Amendment shall be on the date last executed by the parties.
5. Section 11, Notices of the Agreement is revised as follows for Contractor notices:

To: Global Tel*Link Corporation
Attn: Legal Department
3120 Fairview Park Drive
Suite 300
Falls Church, VA 22042
6. The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

Reduction in budget expense for the following:

[Fund 111, Detention/Jail Commissary; Cost Center 290406, Detention/Jail Commissary; Object Code 54601, Repair and Maintenance Services]

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

23. Recommendation: That the Board authorize the County Administrator to sign the Lease Agreement with Copy Products Company d/b/a CPC Office Technologies, per PD 18-19.101, Copiers for Escambia County Corrections Department for copiers, supplies and maintenance for a period of 60 months, at a monthly amount of \$1,870.72 for the lease of the units, and estimated \$1,686.50 monthly for the cost of supplies and maintenance, for a total estimated monthly cost of \$3,557.22, and 60-month estimated cost of \$213,433.20.

Specification PD 18-19.101, Copiers for Escambia County Corrections Department was posted on Vendor Registry beginning on August 23, 2019, and was issued to 50 Registrants representing 29 Firms. The solicitation was viewed by 31 firms and downloaded by 23. Bid responses were received from six firms, two of which were deemed non-responsive - one for not providing an original signature on their submission and one for not providing the required Bid Bond with their response. Of the four responsive firms, Copy Products Company d/b/a CPC Office Technologies was determined to be the lowest responsive bidder.

[Funding: Fund 001, General Fund; Cost Center 290401, Detention; Object Code 54401, Rentals & Leases - \$1,870.72
Fund 001, General Fund; Cost Center 290401, Detention; Object Code 55201, Operating Supplies - \$1,686.50 estimated
Estimated monthly total - \$3,557.22
Estimated 60-month total: \$213,433.20]

Motion: Move we initiate the contract and get the low price for at least 12 months and take it from there
For information: Chairman Barry clarified accepting the 60-month contract as it is presented
Made by: Commissioner Bergosh
Seconded by: Commissioner May
Disposition: Carried unanimously
Speaker(s): Gregg Koontz

24. Recommendation: That the Board ratify the revised Agreement, to correct a scrivener's error in Paragraph 1.2, from Sigma Consulting Group, Inc., to TOWNES + architects, P.A., and approve and authorize the County Administrator to sign the Agreement between Escambia County and Townes + architects, P.A., per the terms and conditions of PD 18-19.050, A&E Services for M.C. Blanchard Judicial Building Main Entrance Modifications, in the amount of \$48,875.

(Continued on Page 26)

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Continued...

[Funding: Fund 353, LOST IV, Cost Center 410147, Object Code 56201, Project No. 19JS0759]

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

25. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Coastal Generators, Inc., per the terms and conditions of PD 18-19.087, Annual Generator Preventative Maintenance Service Contract, in the amount of \$43,350, for Fiscal Year 2019-2020.

An Invitation to Bid for PD 18-19.087, Annual Generator Preventative Maintenance Service Contract, was publicly noticed to 224 registrants, representing 68 firms via Vendor Registry on July 17, 2019. The solicitation was viewed by 32 firms and downloaded by 24 firms.

[Funding: Fund 001, General Fund; Cost Center 310203; Object Code 54601]

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

26. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and A. E. New, Jr., Inc., per the terms and conditions of PD 18-19.105, Century and Molino Library Modifications in the amount of \$190,000.

(Continued on Page 27)

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

26. Continued...

An Invitation to Bid for PD 18-19.105, Century and Molino Library Modifications, was publicly noticed to 301 registrants, representing 107 firms via Vendor Registry on September 16, 2019. The solicitation was viewed by 50 firms and downloaded by 34 firms.

[Funding: Fund 113, Library Fund; Cost Center 11051; Object Code 56201]

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

27. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Carpet Creations of Florida, Inc., per the terms and conditions of PD 18-19.082, M.C. Blanchard Judicial Building Carpet Replacement, in the amount of \$ 473,330.

An Invitation to Bid for PD 18-19.082, M.C. Blanchard Judicial Building Carpet Replacement, was publicly noticed to 154 registrants, representing 48 firms via Vendor Registry on August 20, 2019. The solicitation was viewed by 48 firms and downloaded by 25 firms.

[Funding: Fund 353, LOST IV; Cost Center 410147; Object Code 56201; Project # 19J50839]

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

28. Recommendation: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Otis Elevator Company, per the terms and conditions of PD 18-19.077, Escambia County Elevator Fire Services Upgrades for M.C. Blanchard Judicial Building, in the amount of \$132,800.

[Funding: Fund 001, General Fund, Cost Center 310204, Object Code 54601]

An Invitation to Bid for PD 18-19.077, Elevator Fire Services Upgrades for M.C. Blanchard Judicial Building, was publicly noticed to 176 registrants, representing 59 firms via Vendor Registry on August 18, 2019. The solicitation was viewed by 33 firms and downloaded by 22 firms.

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

29. Recommendation: That the Board approve Commissioner Bender’s request of \$1,300 for Lydia Davis, a local artist, to repaint the Pelican owned by Pete Moore Chevrolet with the “Moore Safe Shores” and “Lifeguard” logos and approximately \$2,500 for a bronze memorial plaque that will be placed near the Pelican’s stand. The “Moore Safe Shores” Pelican will be displayed on Pensacola Beach near the Public Safety Building.

[Funding: General Fund 001, Board of County Commissioners Non-Departmental, Cost Center 110201, Object Codes 54931, 55201]

Motion: Move the item in the affirmative as amended
For information: The amendment refers to the replacement recommendation that was distributed prior to the meeting
Made by: Commissioner Bender
Seconded by: Commissioner Bergosh
Disposition: Carried 4-1, with Commissioner Underhill voting “no”

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

30. Recommendation: That the Board take the following action:

- A. Adopt and authorize the Chairman to sign a Resolution [R2020-4] authorizing the lease of a portion of real property to CAN Community Health, Inc.; and
- B. Approve and authorize the Chairman to sign a Lease Agreement between Escambia County and CAN Community Health, Inc. (CAN), for a portion of the property located at 8390 North Palafox Highway, Pensacola, Florida, 32534.

Rent is to be paid to the County in the amount of \$22,999.40 per year, payable in equal monthly installments. On each anniversary of the Effective Date, the annual rent will increase at the rate of three percent.

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

31. Recommendation: That the Board adopt and authorize the Chairman to sign a Resolution [R2020-5] for the conveyance of Dental Equipment as shown on Exhibit A from Escambia County to CAN Community Health, Inc.

Motion: Move the balance
For information: The “balance” refers to Budget/Finance Consent Agenda items 1 through 31, with the exception of items 15, 21, 23, and 29 which were held for separate votes, as amended to drop items 11 and 27.
Made by: Commissioner Bergosh
Seconded by: Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2019/2020:
 - A. Independence for the Blind of West Florida, Inc., in the amount of \$5,000;
 - B. The Salvation Army, in the amount of \$1,000;
 - C. Sacred Heart Foundation, in the amount of \$20,000;
 - D. WSRE-TV Foundation, Inc., in the amount of \$5,000;
 - E. General Daniel Chappie James Flight Academy, Inc., in the amount of \$10,000; and
 - F. Children's Home Society of Florida, in the amount of \$5,000.

Upon approval of these funding allocations, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201]

Motion: Move the item A, B, C, D, E, and F in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

2. Recommendation: That the Board approve a re-allocation of the \$150,000 in funding for the staff of the Office of Compliance and Ethics (OCE). The manager has asked to continue as a Blue Arbor employee and the compensation will be reduced in order to provide funds to hire two Program Coordinators, each at a maximum of \$47,500.

Motion: Move the item in the affirmative
Made by: Commissioner Underhill
Seconded by: Commissioner Bender
Disposition: Carried unanimously

MINUTES – JANUARY 7, 2020

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

3. Recommendation: That the Board provide conceptual approval for the following terms of a settlement of the dispute with Crown Castle GT Company, LLC, (Crown Castle) regarding its communications tower on County property at 391 90 & 9 Ranch Road, and authorize the County Administrator to negotiate Agreements and submit them to the Board for approval:

1. Removal of Crown Castle's communications tower from the County property at 391 90 & 9 Ranch Road and payment of the full amount of the extension fee;
2. Sale of the County emergency communications tower (and assignment of any tower leases/licenses) and access easement on the adjacent parcel with a minimum net purchase price of \$1.2 million dollars and the County retaining the right to maintain its current emergency communications equipment on the tower (together with opportunity for reasonable upgrades) at no cost to the County; and
3. The County would be allowed to locate and maintain emergency communications equipment on a tower controlled by Crown Castle at 720 South Century Boulevard in McDavid at no cost to the County; and
4. Continue to delay the filing of the lawsuit authorized by the Board on July 18, 2019.

Motion: Move the item
Made by: Commissioner May
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

4. Recommendation: That the Board confirm the hiring of Cassie Boatwright as Director of Facilities Management with an annual salary of \$108,586.20, a \$400 monthly vehicle allowance and up to \$3,000.00 for relocation expenses. This position is currently budgeted in the Fiscal Year 2019-2020.

Motion: Move to approve
Made by: Commissioner Bender
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

5. Recommendation: That the Board discuss the Unlawful Harassment Policy.

Disposition: No action taken
For information: The Board agreed to move this item to the Committee of the Whole Workshop in March.
Speaker(s): Melissa Pino and Kevin Wade

COUNTY ATTORNEY’S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board take the following action:
 - A. That the Board schedule a private meeting with its attorneys to discuss pending litigation cases David Bear vs. Escambia County Board of County Commissioners and Douglas Underhill, Case No.: 3:19-cv-04424-MCR/EMT, United States District Court, Northern District of Florida; David Bear vs. Escambia County Board of County Commissioners and Douglas Underhill, Case No.: 2019 CA 002004, Escambia County Circuit Court, in accordance with Section 286.011 (8), Florida Statutes, for January 16, 2020 at 8:15 a.m.; and
 - B. That the Board advertise the public notice printed below in the *Pensacola News Journal* on Saturday, January 11, 2020.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida to hold a private meeting with its attorneys to discuss pending litigation in the cases of David Bear vs. Escambia County Board of County Commissioners and Douglas Underhill, Case No.: 3:19-cv-04424-MCR/EMT, United States District Court, Northern District of Florida; David Bear vs. Escambia County Board of County Commissioners and Douglas Underhill, Case No.: 2019 CA 002004, Escambia County Circuit Court, in accordance with Section 286.01(8), Florida Statutes. Such attorney/client session will be held at 8:15 a.m., on Thursday, January 16, 2020, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Jeff Bergosh, Douglas B. Underhill, Lumon J. May, Robert Bender, and Steven L. Barry, County Administrator Janice P. Gilley, County Attorney Alison P. Rogers, Deputy County Attorney Charles V. Pepler, and Nabors Giblin & Nickerson Attorney Heath R. Stokley. A certified court reporter will attend and report the attorney/client session.

Motion: So moved
For information: County Attorney Rogers advised that she needed a motion for Action items 1 and 2.
Made by: Commissioner May
Seconded by: Commissioner Bender
Disposition: Carried unanimously
Speaker(s): Melissa Pino and Larry Downs, Jr.

MINUTES – JANUARY 7, 2020

COUNTY ATTORNEY’S REPORT – Continued

I. FOR ACTION – Continued

2. Recommendation: That the Board accept amendments to the terms creating the Office of Compliance and Ethics, as previously seen by the Board at its November 18, 2019, Board meeting.

Motion: So moved
For information: County Attorney Rogers advised that she needed a motion for Action items 1 and 2.
Made by: Commissioner May
Seconded by: Commissioner Bender
Disposition: Carried unanimously

ITEMS ADDED TO THE AGENDA – COMMISSIONER D. BENDER

1. Recommendation: That the Board approve Commissioner Bender’s request to use \$2,500 from his discretionary money on the 2020 New Year’s Firework display that was held at midnight on December 31, 2019, in downtown Pensacola and sponsored by the Downtown Improvement Board.

[Funding: General Fund 001, Commissioner’s Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: Approve \$2,500 from discretionary money for the firework display Downtown
Made by: Commissioner Bender
Seconded by: Commissioner Bergosh
Disposition: Carried unanimously

ANNOUNCEMENTS – None.

MINUTES – JANUARY 7, 2020

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Regular Meeting of the Board of County Commissioners adjourned at 8:09 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

Deputy Clerk

Approved: January 23, 2020

**MINUTES OF THE ATTORNEY-CLIENT SESSION OF THE ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS**

JANUARY 16, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Krykyt Fisher, Office Assistant III, Clerk and Comptroller's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor, 221 Palafox
Place, Pensacola, Florida

Minutes prepared by: DeLana Allen-Busbee

AGENDA NUMBER

1. Call to Order

Chairman Barry called the Attorney-Client Session to order at 8:17 a.m.

2. Session

The Board:

- A. Was advised by Chairman Barry that the County Attorney requests that the Board retire to the BCC Conference Room for the Attorney-Client Session regarding the cases of David Bear vs. Escambia County Board of County Commissioners and Douglas Underhill, Case No.: 3:19-cv-04424-MCR/EMT, United States District Court, Northern District of Florida; David Bear vs. Escambia County Board of County Commissioners and Douglas Underhill, Case No.: 2019 CA 002004, Escambia County Circuit Court, which session was advertised in the Saturday, January 11, 2020, edition of the *Pensacola News Journal*, as follows:

ATTORNEY-CLIENT SESSION MINUTES – JANUARY 16, 2020

AGENDA NUMBER – Continued

2. Continued...

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida to hold a private meeting with its attorneys to discuss pending litigation in the cases of David Bear vs. Escambia County Board of County Commissioners and Douglas Underhill, Case No.: 3:19-cv-04424-MCR/EMT, United States District Court, Northern District of Florida; David Bear vs. Escambia County Board of County Commissioners and Douglas Underhill, Case No.: 2019 CA 002004, Escambia County Circuit Court, in accordance with Section 286.01(8), Florida Statutes. Such attorney/client session will be held at 8:15 a.m., on Thursday, January 16, 2020, in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Jeff Bergosh, Douglas B. Underhill, Lumon J. May, Robert Bender, and Steven L. Barry, County Administrator Janice P. Gilley, County Attorney Alison P. Rogers, Deputy County Attorney Charles V. Pepler, and Nabors Giblin & Nickerson Attorney Heath R. Stokley. A certified court reporter will attend and report the attorney/client session.

B. Was advised by Chairman Barry that the Session is expected to last approximately 45 minutes and that the following are expected to attend: Commissioners Bergosh, Underhill, May, Bender, and Barry; County Administrator Janice Gilley; and County Attorney Alison Rogers.

RECESS: 8:18 A.M. – COMMISSIONERS BARRY, BENDER, AND BERGOSH; COUNTY ATTORNEY ALISON ROGERS; AND JANICE GILLEY, COUNTY ADMINISTRATOR, RETIRED TO THE BCC CONFERENCE ROOM

RECONVENE: 9:03 A.M. – COMMISSIONERS MAY, BARRY, UNDERHILL, BENDER, AND BERGOSH; COUNTY ATTORNEY ALISON ROGERS; AND JANICE GILLEY, COUNTY ADMINISTRATOR, RETURNED TO BOARD CHAMBERS

Motion: Move that we go with option 1
Made by: Commissioner Bergosh
Seconded by: Commissioner May
Disposition: Carried 4-1, with Commissioner Underhill voting “no”

ATTORNEY-CLIENT SESSION MINUTES – JANUARY 16, 2020

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Attorney-Client Session of the Board of County Commissioners adjourned at 9:04 a.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

Deputy Clerk

Approved: January 23, 2020



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17239

County Administrator's Report 9.1.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/23/2020

Issue: Request for Disposition of Property

From: Pam Childers, Clerk of the Circuit Court & Comptroller

Organization: Clerk & Comptroller's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property of the Clerk and Comptroller's Office - Pam Childers, Clerk of the Circuit Court and Comptroller

That the Board approve the Request for Disposition of Property Form for the Clerk and Comptroller's Office, for property which is to be auctioned or properly disposed of, all which is described and listed on the form with the Agency and reason stated.

BACKGROUND:

Escambia County policy establishes the procedure for disposing of surplus or obsolete equipment. This policy and procedure is in accordance with Florida Statute 274.06.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Board's Policy Section II, Part B.1, Procedures for Disposition of Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Clerk Disposal Request

**REQUEST FOR DISPOSITION OF PROPERTY
 ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Pam Childers, Clerk & Comptroller COST CENTER NO: COC IT

Kara B. Cowen DATE: November 21, 2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Kara B. Cowen* Phone No: 595-4830

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
		see attached				

Disposal Comments: Items are no longer in service and have had the hard drives removed.

Auction or send to electronic recycling program.

INFORMATION TECHNOLOGY (IT Technician): _____
 Print Name

Conditions: Dispose-Good Condition-Unusable for BOCC
 Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: 11-25-19
 FROM: Escambia County Department Director (Signature): *Pam Childers*

Director (Print Name): Pam Childers, Clerk & Comptroller

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____
 Pam Childers, Clerk of the Circuit Court & Comptroller
 By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold
 by: _____
 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department
 Clerk & Comptroller's Finance Signature of Receipt _____ Date _____

TAG Y/N	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	59602	Dell OptiPlex 790 computer	72G85V1	790	2012	NO HDD
Y	59644	Dell OptiPlex 790 computer	72S5V1	790	2012	NO HDD
Y	59601	Dell OptiPlex 790 computer	72K85V1	790	2012	NO HDD
Y	59667	Dell OptiPlex 790 computer	6NX85V1	790	2012	NO HDD
Y	59680	Dell OptiPlex 790 computer	J6085V1	790	2012	NO HDD
Y	59606	Dell OptiPlex 790 computer	72L85V1	790	2012	NO HDD
Y	59616	Dell OptiPlex 790 computer	75N85V1	790	2012	NO HDD
Y	59610	Dell OptiPlex 790 computer	72S85V1	790	2012	NO HDD
Y	59559	Dell OptiPlex 790 computer	J5W25V1	790	2012	NO HDD
Y	59638	Dell OptiPlex 790 computer	6NQG5V1	790	2012	NO HDD
Y	59611	Dell OptiPlex 790 computer	72MH5V1	790	2012	NO HDD
Y	59694	Dell OptiPlex 790 computer	J5V55V1	790	2012	NO HDD
Y	59598	Dell OptiPlex 790 computer	72GC5V1	790	2012	NO HDD
Y	59666	Dell OptiPlex 790 computer	72V85V1	790	2012	NO HDD
Y	59578	Dell OptiPlex 790 computer	J5Y55V1	790	2012	NO HDD
Y	59669	Dell OptiPlex 790 computer	J5Z05V1	790	2012	NO HDD
Y	59665	Dell OptiPlex 790 computer	6NP85V1	790	2012	NO HDD
Y	59597	Dell OptiPlex 790 computer	72KG5V1	790	2012	NO HDD
Y	59662	Dell OptiPlex 790 computer	72R85V1	790	2012	NO HDD
Y	59632	Dell OptiPlex 790 computer	6NRF5V1	790	2012	NO HDD
Y	59645	Dell OptiPlex 790 computer	72SD5V1	790	2012	NO HDD
Y	59627	Dell OptiPlex 790 computer	6NPD5V1	790	2012	NO HDD
Y	59674	Dell OptiPlex 790 computer	J5V55V1	790	2012	NO HDD
Y	59673	Dell OptiPlex 790 computer	J6045V1	790	2012	NO HDD
Y	59664	Dell OptiPlex 790 computer	J6145V1	790	2012	NO HDD
Y	59668	Dell OptiPlex 790 computer	72PB5V1	790	2012	NO HDD
Y	59678	Dell OptiPlex 790 computer	6NT85V1	790	2012	NO HDD
Y	59671	Dell OptiPlex 790 computer	6NM85V1	790	2012	NO HDD
Y	59675	Dell OptiPlex 790 computer	6NPH5V1	790	2012	NO HDD
Y	59676	Dell OptiPlex 790 computer	6NZH5V1	790	2012	NO HDD
Y	59635	Dell OptiPlex 790 computer	72GF5V1	790	2012	NO HDD
Y	59661	Dell OptiPlex 790 computer	6NZF5V1	790	2012	NO HDD
Y	59629	Dell OptiPlex 790 computer	6NW85V1	790	2012	NO HDD
Y	59684	Dell OptiPlex 790 computer	J5Y25V1	790	2012	NO HDD
Y	59647	Dell OptiPlex 790 computer	6NTB5V1	790	2012	NO HDD
Y	59641	Dell OptiPlex 790 computer	6NXG5V1	790	2012	NO HDD
Y	59615	Dell OptiPlex 790 computer	72KB5V1	790	2012	NO HDD
Y	59624	Dell OptiPlex 790 computer	6NSJ5V1	790	2012	NO HDD
Y	58688	Dell OptiPlex 790 computer	72TG5V1	790	2012	NO HDD
Y	59585	Dell OptiPlex 790 computer	J5TY4V1	790	2012	NO HDD
Y	59607	Dell OptiPlex 790 computer	6NV85V1	790	2012	NO HDD
Y	59612	Dell OptiPlex 790 computer	J5X55V1	790	2012	NO HDD
Y	59600	Dell OptiPlex 790 computer	72Q85V1	790	2012	NO HDD
Y	59621	Dell OptiPlex 790 computer	6NVH5V1	790	2012	NO HDD
Y	59618	Dell OptiPlex 790 computer	72FF5V1	790	2012	NO HDD
Y	59640	Dell OptiPlex 790 computer	6NZB5V1	790	2012	NO HDD
Y	59608	Dell OptiPlex 790 computer	72LC5V1	790	2012	NO HDD
Y	58689	Dell OptiPlex 790 computer	6P095V1	790	2012	NO HDD
Y	58617	Dell OptiPlex 790 computer	6NWC5V1	790	2012	NO HDD
Y	59657	Dell OptiPlex 790 computer	6NZC5V1	790	2012	NO HDD
Y	59590	Dell OptiPlex 790 computer	72JF5V1	790	2012	NO HDD
Y	59587	Dell OptiPlex 790 computer	72HJ5V1	790	2012	NO HDD
Y	59588	Dell OptiPlex 790 computer	72P85V1	790	2012	NO HDD
Y	59574	Dell OptiPlex 790 computer	6NSD5V1	790	2012	NO HDD
Y	59652	Dell OptiPlex 790 computer	J5T35V1	790	2012	NO HDD
Y	59642	Dell OptiPlex 790 computer	72H85V1	790	2012	NO HDD
Y	59571	Dell OptiPlex 790 computer	J6005V1	790	2012	NO HDD
Y	59575	Dell OptiPlex 790 computer	J5XY4V1	790	2012	NO HDD
Y	59626	Dell OptiPlex 790 computer	6NY85V1	790	2012	NO HDD
Y	59570	Dell OptiPlex 790 computer	72LF5V1	790	2012	NO HDD
Y	59572	Dell OptiPlex 790 computer	6NLF5V1	790	2012	NO HDD

TAG Y/N	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	59663	Dell OptiPlex 790 computer	72RC5V1	790	2012	NO HDD
Y	59560	Dell OptiPlex 790 computer	J5X75V1	790	2012	NO HDD
Y	59677	Dell OptiPlex 790 computer	J5V65V1	790	2012	NO HDD
Y	59580	Dell OptiPlex 790 computer	72TB5V1	790	2012	NO HDD
Y	59698	Dell OptiPlex 790 computer	75NJ5V1	790	2012	NO HDD
Y	59595	Dell OptiPlex 790 computer	J5V25V1	790	2012	NO HDD
Y	59577	Dell OptiPlex 790 computer	72QJ5V1	790	2012	NO HDD
Y	59688	Dell OptiPlex 790 computer	J5X05V1	790	2012	NO HDD
Y	58686	Dell OptiPlex 790 computer	J5Z45V1	790	2012	NO HDD
Y	59596	Dell OptiPlex 790 computer	6NQ95V1	790	2012	NO HDD
Y	58687	Dell OptiPlex 790 computer	6P0H5V1	790	2012	NO HDD
Y	59628	Dell OptiPlex 790 computer	6NNC5V1	790	2012	NO HDD
Y	59599	Dell OptiPlex 790 computer	J5Y75V1	790	2012	NO HDD
Y	59622	Dell OptiPlex 790 computer	72F95V1	790	2012	NO HDD
Y	59625	Dell OptiPlex 790 computer	6NNF5V1	790	2012	NO HDD
Y	59672	Dell OptiPlex 790 computer	J6165V1	790	2012	NO HDD
Y	59692	Dell OptiPlex 790 computer	J5W15V1	790	2012	NO HDD
Y	59563	Dell OptiPlex 790 computer	J5V75V1	790	2012	NO HDD
Y	59614	Dell OptiPlex 790 computer	75NH5V1	790	2012	NO HDD
Y	59562	Dell OptiPlex 790 computer	J5Z65V1	790	2012	NO HDD
Y	59696	Dell OptiPlex 790 computer	J5X65V1	790	2012	NO HDD
Y	58690	Dell OptiPlex 790 computer	J5T24V1	790	2012	NO HDD
Y	59604	Dell OptiPlex 790 computer	6NPB5V1	790	2012	NO HDD
Y	59639	Dell OptiPlex 790 computer	6NR95V1	790	2012	NO HDD
Y	59687	Dell OptiPlex 790 computer	75NC5V1	790	2012	NO HDD
Y	59633	Dell OptiPlex 790 computer	6NSC5V1	790	2012	NO HDD
Y	59636	Dell OptiPlex 790 computer	72J95V1	790	2012	NO HDD
Y	59679	Dell OptiPlex 790 computer	6NSF5V1	790	2012	NO HDD
Y	59634	Dell OptiPlex 790 computer	6P0B5V1	790	2012	NO HDD
Y	59631	Dell OptiPlex 790 computer	6NLC5V1	790	2012	NO HDD
Y	59594	Dell OptiPlex 790 computer	J6135V1	790	2012	NO HDD
Y	59648	Dell OptiPlex 790 computer	72FG5V1	790	2012	NO HDD
Y	59603	Dell OptiPlex 790 computer	72QG5V1	790	2012	NO HDD
Y	59581	Dell OptiPlex 790 computer	J5V45V1	790	2012	NO HDD
Y	59566	Dell OptiPlex 790 computer	72VF5V1	790	2012	NO HDD
Y	59682	Dell OptiPlex 790 computer	6NMJ5V1	790	2012	NO HDD
Y	59650	Dell OptiPlex 790 computer	6NLD5V1	790	2012	NO HDD
Y	59630	Dell OptiPlex 790 computer	6NT95V1	790	2012	NO HDD
Y	59592	Dell OptiPlex 790 computer	6NN85V1	790	2012	NO HDD
Y	59693	Dell OptiPlex 790 computer	J5T75V1	790	2012	NO HDD
Y	59589	Dell OptiPlex 790 computer	72FB5V1	790	2012	NO HDD
Y	59691	Dell OptiPlex 790 computer	J5X15V1	790	2012	NO HDD
Y	59637	Dell OptiPlex 790 computer	72RH5V1	790	2012	NO HDD
Y	59613	Dell OptiPlex 790 computer	75NB5V1	790	2012	NO HDD
Y	59591	Dell OptiPlex 790 computer	6NR85V1	790	2012	NO HDD
Y	59567	Dell OptiPlex 790 computer	72GD5V1	790	2012	NO HDD
Y	59593	Dell OptiPlex 790 computer	72DJ5V1	790	2012	NO HDD
Y	59623	Dell OptiPlex 790 computer	6NQ85V1	790	2012	NO HDD
Y	59609	Dell OptiPlex 790 computer	J5Y35V1	790	2012	NO HDD
Y	59670	Dell OptiPlex 790 computer	J5V15V1	790	2012	NO HDD
Y	58692	Dell OptiPlex 790 computer	72KH5V1	790	2012	NO HDD
Y	59568	Dell OptiPlex 790 computer	J5V05V1	790	2012	NO HDD
Y	59582	Dell OptiPlex 790 computer	6NZ85V1	790	2012	NO HDD
Y	58691	Dell OptiPlex 790 computer	72RF5V1	790	2012	NO HDD
Y	59683	Dell OptiPlex 790 computer	J6105V1	790	2012	NO HDD
Y	59586	Dell OptiPlex 790 computer	72J85V1	790	2012	NO HDD
Y	59686	Dell OptiPlex 790 computer	J5ZY4V1	790	2012	NO HDD
Y	59583	Dell OptiPlex 790 computer	6NWF5V1	790	2012	NO HDD
Y	59619	Dell OptiPlex 790 computer	72MG5V1	790	2012	NO HDD
Y	59726	Dell OptiPlex 7010 computer	CPRWD21	7010	2012	NO HDD
Y	56530	Dell OptiPlex 745 computer	1MVYDD1	745	2010	NO HDD

TAG Y/N	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	59681	Dell OptiPlex 790 computer	75ND5V1	790	2012	NO HDD
Y	59573	Dell OptiPlex 790 computer	72PH5V1	790	2012	NO HDD

Kara Cowen (COC)

From: Lendy Davis (COC)
Sent: Thursday, November 21, 2019 2:46 PM
To: Kara Cowen (COC)
Subject: RE: Surplus PC
Attachments: COC IT Disposal 20191120.xlsx

Thank you Kara. The attached list contains the PN of the items to be disposed.

Lendy Davis, I.T. Director

PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
PO Box 333
Pensacola, FL 32591-0333
850-595-0171
Lendy.Davis@EscambiaClerk.com
EscambiaClerk.com

NOTICE: Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

From: Kara Cowen (COC) <KCOWEN@escambiaclerk.com>
Sent: Thursday, November 21, 2019 2:30 PM
To: Lendy Davis (COC) <LDavis@escambiaclerk.com>
Subject: RE: Surplus PC

Good Afternoon Lendy,

I will need a listing by PN of the desired items to be disposed. Upon receipt I will prepare a Disposal form to be signed by Pam Childers. After her approval I will add the signed Disposal the agenda for BCC approval to dispose/auction, etc. Upon approval the said items may be disposed/auctioned. But, before disposal, please forward the property tags to be destroyed by Financial Reporting Department.

Thanks in Advance,

KARA COWEN, Financial Reporting/Grants

Pam Childers, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
221 Palafox Place, Suite 130
Pensacola, FL 32502-5843
(850)595-4830
KCowen@EscambiaClerk.com
www.EscambiaClerk.com

From: Lendy Davis (COC) <LDavis@escambiaclerk.com>
Sent: Thursday, November 21, 2019 2:19 PM

To: Kara Cowen (COC) <KCOWEN@escambiaclerk.com>

Subject: Surplus PC

Hello Kara.

IT has 124 tagged PCs to surplus. Can you please tell me what the current process is for getting these surplus PCs approved by the board for disposal?

Thank you,

Lendy Davis, I.T. Director

PAM CHILDERS, Clerk of the Circuit Court & Comptroller

First Judicial Circuit, Escambia County

PO Box 333

Pensacola, FL 32591-0333

850-595-0171

Lendy.Davis@EscambiaClerk.com

EscambiaClerk.com

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IMPLEMENTATION/COORDINATION:

N/A

Attachments

Clerk Disposal Form

**REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA**

TO: Clerk & Comptroller's Finance Department
 FROM: Disposing Department: Pam Childers, Clerk & Comptroller COST CENTER NO: COC JURY

Kara B. Cowen DATE: December 19, 2019

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): *Kara B. Cowen* Phone No: 595-4830

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
Y	56641	Neopost Auto Folder/Inserter	10DX5193	DS62	2010	OBSOLETE

Disposal Comments: The equipment has been replaced.

Auction or send to electronic recycling program.

INFORMATION TECHNOLOGY (IT Technician): _____

Print Name

Conditions: _____ Dispose-Good Condition-Unusable for BOCC
 _____ Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: _____ Information Technology Technician Signature: _____

Date: _____

FROM: Escambia County Department Director (Signature): *Pam Childers*

Director (Print Name): Pam Childers, Clerk & Comptroller

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of: _____

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

 Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

 Clerk & Comptroller's Finance Signature of Receipt Date

Kara Cowen (COC)

From: Cassie Gilmore (COC)
Sent: Thursday, December 19, 2019 10:32 AM
To: Kara Cowen (COC)
Cc: Brenda Van Brussel (COC)
Subject: Neopost Folder/Insertter

Kara,

The Neopost folder/insert machine has been replaced and is ready for disposal. The property tag number is 56641. Would you please start the process?

Thank you.

Cassie Gilmore
Director of Court Services, Criminal
PAM CHILDERS, Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County
P. O. Box 333
Pensacola, FL 32591-0333
(850) 595-4137
cgilmore@escambiaclerk.com
www.EscambiaClerk.com

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SUNGAURD PENTAMATION
 DATE: 12/19/2019
 TIME: 10:39:08

ESCAMBIA COUNTY CLERK - LIVE
 FIXED ASSETS LISTING

PAGE NUMBER: 1
 REPORT10

SELECTION CRITERIA: assets.tagno='56641'

SORTED BY: assets.tagno,assets.improvement_num

ASSET ID	DESCRIPTIVE INFORMATION	ACQUISITION INFORMATION				DEPRECIATION INFORMATION			
56641	NEOPOST AUTO FOLDER/INSERTER	FUNDING GENERAL	CAPITAL ASSET Y	EST LIFE	3	DEP LIFE	3		
-000	MFR NEOPOST	CLS M	VENDOR ACCURATE CONTROL EQUIP INC	DEP N POST	DP N	DEP METH	SL		
	MODEL DS62	CAT 110	PO 02010177 UNITS 1	SALVAGE VALU			.00		
	S/N 10DX5193	LOC JURYMGM	CHECK 60026051 UN CST 5230.00	ACCUM DEP			5230.00		
	INVENTORY DATE	FUND TYPE G	ACQUIRE 04/06/10 COST 5230.00	REM BOOK BASIS			.00		
	CONDITION NEW STATUS CONF RM	DPT JURY	INS CO JURY MANAGEMENT	DEP BASIS			5230.00		
	NEXT SCHEDULED MAINTENANCE	GRT	INS VAL 0.00	LAST POSTING DATE		09/30/13			
				SALE AMOUNT			.00		
				RETIRED DATE					

DISTRIBUTION INFORMATION		ACTIVITY		DEP ORGN	ACCOUNT	PCT
FUNCTION		SPI	SPI DEFAULT			1.00
SPI	SPI DEFAULT					
REPORT TOTAL	1 RECORDS SELECTED					
COST		5,230.00				
INSURANCE VALUE		.00				
SALVAGE VALUE		.00				
ACCUMULATED DEPRECIATION		5,230.00				
SALE AMOUNT		.00				



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17314

County Administrator's Report 9.3.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/23/2020

Issue: 2019 FDEP Voluntary Cleanup Tax Credit Application and Affidavit for County-owned Property Located at 603 West Romana Street

From: CLARA LONG, Acting Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2019 Department of Environmental Protection Voluntary Cleanup Tax Credit Application and Affidavit for County-Owned Property at 603 West Romana Street - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman or Vice Chairman to sign the 2019 Florida Department of Environmental Protection Voluntary Cleanup Tax Credit Application and Affidavit for County-owned property at 603 West Romana Street.

[Funding Source: In the event of monetary gain, funds will be deposited in Fund 129, CDBG HUD Entitlement]

BACKGROUND:

Environmental Site Cleanup and Remediation at the former Escambia County Mosquito Control facility located at 603 West Romana Street had ongoing expenditures totaling \$24,513.86 for the 2019 calendar year. The County is eligible to apply for tax credits through the Florida Department of Environmental Protection (FDEP) Voluntary Cleanup Tax Credit (VCTC) Program. This program allows entities and/or individuals to recover certain expenses incurred in the voluntary execution of site assessment/remediation for hazardous materials in the form of tax credits issued by the Florida Department of Revenue through the FDEP. Escambia County is eligible to receive \$12,256.95 in tax credits for 2019. The provided Application and affidavit allows the County to apply for these tax credits.

The VCTC is a State Economic Development Tax Incentive designed to be used against Florida Corporate Tax liabilities. The State allows the tax credits to be transferred to another entity one time during the life of the instrument, i.e., through the sale of the individual instrument or by assigning the credits to another entity within five years of the credit issuance.

BUDGETARY IMPACT:

In the event of monetary gain, funds from the sale of the tax credits will be deposited in Fund 129, CDBG HUD Entitlement, VCTC/Brownfields.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will coordinate all tasks.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for submittal of this Application.

IMPLEMENTATION/COORDINATION:

NHS/CRA Staff, in coordination with the FDEP, shall execute and deliver all documents and perform further actions necessary to complete the application.

Attachments

2019 VCTC application

Solid Waste Voluntary Cleanup Tax Credit Completeness Checklist

Application #: _____ Brownfield ID#: 170502001

Applicant's Name: Escambia County Board of County Commissioners

Address: 221 Palafox, OCH 4th Fl, Rm 314

Pensacola Florida 32502
(City) (State) (Zip code)

Phone Number: (850) 595-3538 E-mail: gcgriffi@myescambia.com
(Area code)

FEID#/SSN: 596000598

(Circle One)

1. Is the applicant's solid waste financial affidavit on page 9 signed and notarized? YES NO
2. Is the required supporting documentation included (i.e., contracts, invoices, etc.)? YES NO
3. Is all information certified by the CPA (page 11)? YES NO
4. Is the CPA's Report included? YES NO
5. Was a technical professional certification (page 12) required? YES NO
6. If the technical professional certification was required, was page 12 signed and sealed? YES NO N/A
7. Were the costs claimed incurred and paid within the eligible timeframe? YES NO
8. Is the \$250 application review fee enclosed? YES NO
9. Is proof of applicant's BSRA enclosed (cover page and signature page)? YES NO N/A
10. If there are multiple applicants...
 - Has each applicant submitted a copy of Section I, #1. of the application? YES NO N/A
 - Has each applicant signed and notarized the financial affidavit on Page 9? YES NO N/A
 - Does each financial affidavit indicate the applicant's cost share percentage? YES NO N/A
11. Is the application complete? YES NO
(Any "NO" answers = incomplete)
12. If the application is incomplete, has the applicant been notified? YES NO
(if Yes, when ____/____/____)



Department of Environmental Protection

VOLUNTARY CLEANUP TAX CREDIT APPLICATION AND AFFIDAVIT

Pursuant to the provisions of s. 376.30781, F.S., application for a Voluntary Cleanup Tax Credit (VCTC) is hereby made. The following information is submitted in support of this application. Please complete the applicable sections of this form, draw a diagonal line through inapplicable sections, and submit the entire application form along with any other required documentation.

Application Number

(FDEP Use Only)

SECTION I. - APPLICANT INFORMATION

A. APPLICANT¹

Name: Steven Barry, Chairman
Escambia County Board of County Commissioners

Address: 221 Palafox
(Street or P.O. Box)
Pensacola Florida 32502
(City) (State) (Zip Code)

Applicant's Point of Contact: Glenn Griffith, Brownfields Coordinator

Telephone Number: (850) 595-3538

E-mail: gcgriffi@myescambia.com

I request that all correspondence related to this application be sent to the applicant's point of contact at their:

postal address e-mail address *(Choose one)*

Federal Employment Identification Number (FEID), if applicant is a business: 596000598

— **-OR-** (9-digit number)

Social Security Number, if applicant is an individual: - - - - - - - - -
(9-digit number)

B. APPLICANT'S AUTHORIZED AGENT OR REPRESENTATIVE (OPTIONAL)

Name: Glenn Griffith, Brownfields Coordinator

Address: Escambia County, 221 Palafox, Old County Courthouse, Suite 305, 4th Floor

(Street or P.O. Box)

Pensacola Florida 32502
(City) (State) (Zip Code)

Telephone Number: (850) 595 - 3538

E-mail: gcgriffi@myescambia.com

I request that, in addition to the applicant's point of contact, all correspondence related to this application be sent to the applicant's authorized agent or representative at their:

postal address e-mail address(Choose one)

If multiple tax credit applicants are submitting a joint application for one site, please make copies of this page and have each tax credit applicant complete Section I, Applicant Information of this application.

SECTION II. – SITE INFORMATION

A. SITE IDENTIFICATION

Brownfield Site / ~~Drycleaning~~ Facility Name: Former Escambia County Mosquito Control Facility

Address: 603 W. Romana

(Street or P.O. Box)

Pensacola
(City)

Florida
(State)

32502
(Zip Code)

Brownfield Site Identification Number: BF 1 7 0 5 0 2 0 0 1
(9-digit number)

Is there more than one contaminated site, as defined by Department rule, covered by the above Brownfield Site Rehabilitation Agreement (BSRA)? No (Yes/No)

-----OR-----

DEP Drycleaning Facility Identification Number: _____
(9-digit number)

If this application is for a Drycleaning Solvent Cleanup Program (DSCP) site and the Real Property Owner is not the applicant, please provide Real Property Owner information.

Name: _____

Address: _____

(Street or P.O. Box)

(City)

(State)

(Zip Code)

Telephone Number: (____) _____ - _____ E-mail: _____

B. TYPE OF SITE

- (1) A drycleaning solvent contaminated site eligible for state-funded site rehabilitation under s. 376.3078(3), F.S. The applicant must complete **Section II.C.** on page 3;
- (2) A drycleaning solvent contaminated site at which cleanup is undertaken by the real property owner pursuant to s. 376.3078(11), F.S., if the real property owner is not also, and has never been, the owner or operator of the drycleaning facility where the contamination exists. The applicant must complete **Section II.D.** on page 3; or
- (3) A brownfield site in a designated brownfield area under s. 376.80, F.S.

C. DSCP SITES ELIGIBLE FOR STATE-FUNDED SITE REHABILITATION

See paragraph 62-788.300(3)(d), F.A.C.

If box B.(1) is checked on page 2, the applicant must submit with this application a copy of the Department's eligibility order for the DSCP and the appropriate deductible payment, as indicated in the order. Please include a cashier's check or money order (DO NOT SEND CASH, PERSONAL CHECKS, OR CORPORATE CHECKS) made payable to the Water Quality Assurance Trust Fund. This check or money order must be separate from the \$250 non-refundable application review fee required by Section VIII of this application. Please check the appropriate box below to indicate the amount enclosed or previously paid:

- \$1,000 (complete DSCP applications submitted by June 30, 1997)
- \$5,000 (complete DSCP applications submitted July 1, 1997, through September 30, 1998)
- \$10,000 (complete DSCP applications submitted October 1, 1998, through December 31, 1998)
- Deductible previously paid in _____ (year) VCTC application

D. REAL PROPERTY OWNER AFFIDAVIT

See paragraph 62-788.300(3)(b), F.A.C.

If box B.(2) is checked on page 2, the following affidavit must be signed by the real property owner and notarized:

The undersigned, under penalties of perjury, does solemnly swear that the applicant is the real property owner of the property containing the drycleaning solvent contaminated site at which the applicant is voluntarily conducting site rehabilitation, and that the applicant is not, and has never been, the owner or operator of the drycleaning facility where the contamination exists.

Signature of Real Property Owner or Authorized Corporate Real Property Owner Representative _____
Date

Print Name of Real Property Owner or Corporate Real Property Owner

Print Name of Authorized Corporate Real Property Owner Representative _____
Title

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____
Real Property Owner's Name

Personally known _____ OR Produced Identification _____

Signature of Notary Public - State of Florida

Type of Identification Produced _____

(Print, type, or stamp Commissioned Name of Notary Public)

SECTION III. – DOCUMENTATION

For more detail, see paragraphs 62-788.300(3)(f) and .330(3)(d), F.A.C.

This application package must include copies of documentation sufficient to demonstrate that the tax credit applicant, which must be the signatory to a Voluntary Cleanup Agreement or BSRA, incurred and paid the costs that were either integral to site rehabilitation or that were for solid waste removal (applies to BSRAs only). Costs for **site rehabilitation** must have been incurred between January 1 and December 31 of the year for which the application is being submitted and paid prior to submittal of the tax credit application; costs for **solid waste removal** must have been incurred and paid since July 1, 2006.

The documentation must clearly describe the goods or services and associated costs that are being claimed in the application. Copies of documents for goods or services that are being claimed must be sufficient to demonstrate a link between the contractual records, the payment requests associated with the contractual records, and the payment records for the claimed portions of the payment requests, as required by each of the following three paragraphs:

1. Contractual records that describe the scope of work performed during the applicable time period that was either integral to site rehabilitation or for solid waste removal. Examples include: contracts, documentation of contract negotiations, proposals, work orders, task orders, and change orders; and
2. Payment requests that describe the goods or services provided in support of the above scope of work. Examples include: invoices, sales tickets, and account statements. **Payment request documents that include costs for goods or services that are not being claimed in the VCTC application must clearly identify which costs are being claimed;** and
3. Payment records that describe the actual costs incurred and paid for the goods or services above. Examples include: cancelled checks, or other payment records from purchases, sales, leases, or other transactions.

The Certified Public Accountant (CPA) and Technical Professional Certifications are not required if the applicant is claiming only an Affordable Housing, Health Care, and/or SRCO VCTC, because the tax credit applicant will have previously provided this documentation in the annual site rehabilitation application(s).

SECTION IV. – TAX CREDIT CLAIM AND CALCULATION

A. TYPE OF TAX CREDIT CLAIMED *(Check all that apply and complete additional sections as directed)*

- (a) Site Rehabilitation; requires completion of Section IV.B.
 (b) Site Rehabilitation Completion Order bonus; requires completion of Section IV.C.
 (c) Affordable Housing bonus; requires completion of Section IV.D.
 (d) Health Care bonus; requires completion of Section IV.E.
 (e) Solid Waste Removal; requires completion of Section IV.F.

B. SITE REHABILITATION

See Rule 62-788.300, F.A.C.

Complete this section to claim a credit in the amount of 50% of the cost of voluntary cleanup activity that was integral to site rehabilitation conducted during the calendar year for which this tax credit application is being submitted.

1.	Total site rehabilitation costs incurred and paid by the applicant for this calendar year	\$ 24,513.86
2.	50% of the amount on line 1. or \$500,000 - whichever is less	\$ 12,256.95
3.	Joint applicant – The percentage and corresponding amount of site rehabilitation costs on line 1. contributed by the joint applicant for this calendar year	Joint applicant name _____ NONE _____ _____ 0 _____ % contributed \$ _____ 0 _____ Amount contributed

C. SITE REHABILITATION COMPLETION ORDER BONUS

See Rule 62-788.300, F.A.C.

If the Department issued a "No Further Action" (NFA) order (i.e., Site Rehabilitation Completion Order - SRCO) for the contaminated site, complete this section to claim the SRCO bonus in accordance with the dates and percentages in the table below.

1.	Total eligible site rehabilitation costs incurred and paid by the applicant from July 1, 1998 through June 30, 2006	\$ _____
2.	10% of the amount on line 1. or \$50,000 - whichever is less	\$ _____ SRCO bonus claimed before July 1, 2006
3.	Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006	\$ _____
4.	25% of the amount on line 3. or \$500,000 - whichever is less	\$ _____ SRCO bonus claimed on or after July 1, 2006
5.	Joint applicant – The percentage and corresponding amount of total eligible site rehabilitation costs on lines 1. and 3. contributed by the applicant	Joint applicant name _____ _____ % contributed \$ _____ Amount contributed

- *If multiple tax credit applicants are submitting a joint application for one site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.*
- *The combined SRCO bonus amount claimed for site rehabilitation conducted before and after June 30, 2006 cannot exceed \$500,000.*

D. AFFORDABLE HOUSING BONUS

See Rule 62-788.310, F.A.C.

If use of the brownfield site identified in the BSRA is limited to affordable housing, complete this section to claim a tax credit in the amount of 25% of the eligible cost of voluntary cleanup activity that was integral to site rehabilitation and incurred on or after **July 1, 2006**.

1. Total eligible site rehabilitation costs incurred and paid by the applicant on or after July 1, 2006

\$ _____

2. 25% of the amount on line 1. or \$500,000 - whichever is less

\$ _____ **Affordable Housing bonus claimed**

3. Joint applicant - The percentage and corresponding amount of total eligible site rehabilitation costs on line 1. contributed by the applicant

Joint applicant name _____

_____ % contributed

\$ _____ Amount contributed

In accordance with Rule 62-788.310(2), F.A.C., please provide a certification letter from the party to the use agreement that is identified below.

(a) Florida Housing Finance Corporation

(b) Local housing authority _____ (Name of Agency)

(c) Other government agency _____ (Name of Agency)

➤ *If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.*

E. HEALTH CARE FACILITY OR HEALTH CARE PROVIDER BONUS

See Rule 62-788.320, F.A.C.

If use of the brownfield site identified in the BSRA includes a health care facility or a health care provider, pursuant to Sections 408.032, 408.07, or 408.7056, F.S., complete this section to claim a credit in the amount of 25% of the eligible cost of voluntary cleanup activity that was integral to site rehabilitation and incurred on or after **January 1, 2008**.

1. Total eligible site rehabilitation costs incurred and paid by the applicant on or after January 1, 2008

\$ _____

2. 25% of the amount on line 1. or \$500,000 - whichever is less

\$ _____ **Health Care Facility/Provider bonus claimed**

3. Joint applicant - The percentage and corresponding amount of total eligible site rehabilitation costs on line 1. contributed by the applicant

Joint applicant name _____

_____ % contributed

\$ _____ Amount contributed

Please check the category of health care facility or health care provider and specify the type of facility/provider in the space provided.

- (a) Health Care Facility pursuant to Section 408.032, F.S., _____
- (b) Health Care Facility/Provider pursuant to Section 408.07, F.S., _____
- (c) Health Care Provider pursuant to Section 408.7056, F.S., _____

Health Care Facility/Provider claimed in this application:

Doing Business As: _____

Address: _____

City: _____ County: _____

Telephone Number: (____) _____ - _____

In accordance with Rule 62-788.320(2), F.A.C., please provide a copy of one of the required supporting documents listed below.

- (a) Certificate of Occupancy
- (b) License for the operation of the Health Care Facility or Health Care Provider
- (c) Certificate for the operation of the Health Care Facility or Health Care Provider

➤ *If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of site rehabilitation costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.*

F. SOLID WASTE REMOVAL TAX CREDIT

See Rule 62-788.330, F.A.C.

Complete this section to claim a credit in the amount of 50% of the costs incurred and paid by the applicant on or after **July 1, 2006** for solid waste removal from within the boundary of the eligible brownfield site identified in the BSRA.

- 1. Total costs for solid waste removal incurred and paid by the applicant on or after July 1, 2006 \$ _____
- 2. 50% of the amount on line 1. or \$500,000 - whichever is less \$ _____ **Solid Waste Removal tax credit claimed**
- 3. Joint applicant - The percentage and corresponding amount of the solid waste removal costs on line 1. contributed by the applicant
 - Joint applicant name _____
 - _____ % contributed
 - \$ _____ Amount contributed

In accordance with 62-788.330(2), F.A.C., I have consulted with the following local government and DEP officials. With this application, I certify that, to the best of my knowledge, the brownfield site as identified in the BSRA was never operated as a permitted solid waste disposal area or for monetary compensation.

Name of local government official consulted: _____

Title: _____ Telephone Number: (____) _____ - _____

Name of DEP representative consulted: _____

Title: _____ Telephone Number: (____) _____ - _____

➤ *If multiple tax credit applicants are submitting a joint application for one brownfield site, please have each applicant indicate that applicant's percentage and amount contributed to payment of solid waste removal costs on a copy of this page and have each applicant complete a separate copy of the affidavit in Section VII.*

SECTION V. - TECHNICAL PROFESSIONAL CERTIFICATION

For more detail see paragraphs 62-788.300(3)(g) and .330(3)(e), F.A.C.

The following certification shall serve as proof that the voluntary cleanup activities have been conducted under the observation of, and related technical documents have been signed and sealed by, an appropriate professional registered in the State of Florida in each contributing technical discipline associated with the documentation listed in Section III of this application for either annual site rehabilitation or for solid waste removal that has occurred since July 1, 2006, in accordance with department rules and regulations.

Under penalties of perjury, I declare that I have read and understand the requirements of Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S. In addition, I certify that I have read the foregoing Voluntary Cleanup Tax Credit application, including all the backup documentation; that I understand and have adhered to the requirements stated on page 4 of this tax credit application; and that the costs incurred and paid by the applicant and claimed in this application were integral, necessary, and required for either site rehabilitation or for solid waste removal, as applicable.

01-01-19 to 12-31-19
Site Rehabilitation Period Covered by Application

NA
Solid Waste Removal Period Covered by Application


Signature of Registered Technical Professional
Laura Barnhart
Print Name

12-12-19
Date
Professional Geologist
Print Title (e.g., Professional Engineer, Professional Geologist)

Technical Professional Information:

Name: Laura Barnhart
Address: 200 E. Government St., Suite 100
(Street or P.O. Box)
Pensacola FL 32502
(City) (State) (Zip Code)
Telephone Number: (850) 434 - 1011
State of Florida License Number: 2643 (PG)
Expiration Date: 07-31-20

SECTION VI. – CERTIFIED PUBLIC ACCOUNTANT CERTIFICATION


For more detail, see paragraphs 62-788.300(3)(h) and .330(3)(f), F.A.C., and subsections 62-788.300(4) and .330 (4), F.A.C.

The following certification shall serve as proof that the documentation submitted in accordance with Section III of this application has been reviewed by the undersigned independent CPA in accordance with standards established by the American Institute of Certified Public Accountants. Specifically, the undersigned CPA is attesting to the accuracy and validity of the costs incurred and paid by the applicant after having conducted an independent review of the data presented by the applicant; that the costs included in the application form are not duplicated within the application; and that the application contains only those costs that were incurred during the timeframe represented in the tax credit application and paid prior to submittal of the tax credit application. In addition, a copy of the Independent CPA's report must be completed whenever an annual site rehabilitation or solid waste removal application is submitted. The CPA is not responsible for attesting to whether the costs claimed are for site rehabilitation or solid waste removal.

Under penalties of perjury, I declare that I have read *A Guideline for Agreed-Upon Procedures for Attestation Service for the Voluntary Cleanup Tax Credit (VCTC) Program*¹, Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S., and that I understand the accounting requirements associated with these documents. In addition, I attest that I have read the foregoing Voluntary Cleanup Tax Credit application and that the facts stated in it are true to the best of my knowledge and belief.

For Site Rehabilitation applications:

For Solid Waste Removal applications:

<u>\$24,513.86</u>	<u>N/A</u>
Total Site Rehabilitation Amount Claimed in Application	Total Solid Waste Removal Amount Claimed in Application
<u>\$24,513.86</u>	<u>N/A</u>
Total Site Rehabilitation Amount Approved by CPA	Total Solid Waste Removal Amount Approved by CPA
<u>1/01/2019 - 12/31/2019</u>	<u>N/A</u>
Time Period Covered by Site Rehabilitation Application	Time Period Covered by Solid Waste Removal Application
	<u>12/30/2019</u>
Signature of CPA	Date

CPA Information:

Name: Kristen R. McAllister, CPA, CGFM

Address: 316 South Baylen Street, Suite 300
(Street or P.O. Box)

Pensacola, FL 32502
(City) (State) (Zip Code)

Telephone Number: (850) 470 -5537

License Number: AC 40068

Expiration Date: 12/31/20

Original Issue Date: 2/08

IDEP has developed guidance to assist CPAs in the review of VCTC applications. This guidance is entitled A Guideline for Agreed-Upon Procedures for Attestation Service for the Voluntary Cleanup Tax Credit (VCTC) Program, October 2010, and may be obtained by calling the VCTC program manager at (850) 245-8927.

SECTION VII. – APPLICANT CERTIFICATION AFFIDAVIT

The undersigned applicant, under penalties of perjury, certifies that (s)he has read and understands the requirements of Chapter 62-788, F.A.C., and Sections 376.30781 and 220.1845, F.S., and that all information contained in this application, including all records of costs incurred and paid and claimed in this tax credit application were by the applicant, and are true and correct.

The following sections of this application have been completed and the appropriate documentation to support these claims is transmitted with this application.

<i>(Check all that apply)</i>		Time Period Covered by the Application
<input type="checkbox"/>	Section II.C. Drycleaning Solvent Cleanup Program Sites eligible for State-funded Site Rehabilitation	
<input type="checkbox"/>	Section II.D. Real Property Owner Affidavit	
<input checked="" type="checkbox"/>	Section IV.B Site Rehabilitation Tax Credit	1/1/2019 – 12/31/2019
<input type="checkbox"/>	Section IV.C. Site Rehabilitation Completion Order Bonus	
<input type="checkbox"/>	Section IV.D. Affordable Housing Bonus	
<input type="checkbox"/>	Section IV.E. Health Care Facility or Health Care Provider Bonus	
<input type="checkbox"/>	Section IV.F. Solid Waste Removal Tax Credit	

Signature of Applicant

Date

Steven Barry

Print Name

Chairman

Print Title

Attest: Pam Childers
Clerk of the Circuit Court

Escambia County Board of County Commissioners

Print Company Name (if applicable)

By _____

Deputy Clerk

Notary Seal for Applicant's Certification Affidavit

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____
Applicant's Name

Personally known _____ OR Produced Identification _____

Signature of Notary Public - State of Florida

Type of Identification Produced _____

(Print, type, or stamp Commissioned Name of Notary Public)

SECTION VIII. – NON-REFUNDABLE APPLICATION REVIEW FEE

For more detail see paragraphs 62-788.300(3)(e), 310(3)(c), 320(3)(c) or 330(3)(c) F.A.C.

Please include a **cashier's check or money order** made payable to the Water Quality Assurance Trust Fund in the amount of \$250 to cover the administrative costs associated with the Department's review of the tax credit application. The \$250 application review fee is non-refundable. Failure to submit the non-refundable application review fee as required by s. 376.30781(6)(a), F.S., shall result in the application being deemed "incomplete", in accordance with Rule 62-788.400, F.A.C.

Send Completed Applications to:

Department of Environmental Protection
Division of Waste Management
Voluntary Cleanup Tax Credit
2600 Blair Stone Road, Mail Station 4505
Tallahassee, Florida 32399-2400

- OR -

Hand Deliver to:

Department of Environmental Protection
Division of Waste Management
Bureau of Waste Cleanup
2600 Blair Stone Road
Room 309
Tallahassee, Florida
Attn.: Voluntary Cleanup Tax Credit

KEEP A COPY OF THE COMPLETED APPLICATION FOR YOUR RECORDS.

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN RE: Escambia County, Florida, Board of County Commissioners
Mosquito Control Facility
603 W. Romana St., Pensacola, Florida, 32502
603 West Romana Street Brownfield Area
Brownfield Area Identification Number: "BF170502000" *
Brownfield Site Identification Number: "BF170502001"

RECEIVED
DEPARTMENT OF ENVIRONMENTAL PROTECTION
2007 DEC 17 PM 12:26
BUREAU CHIEF'S OFFICE

BROWNFIELD SITE REHABILITATION AGREEMENT PURSUANT TO §376.80(5),
Florida Statutes (F.S.)

WHEREAS, the Brownfields Redevelopment Act was enacted to reduce public health and environmental hazards on existing commercial and industrial sites by offering incentives to encourage responsible persons to voluntarily develop and implement cleanup plans; and

WHEREAS, the Department of Environmental Protection ("Department") is the administrative agency of the State of Florida having the power and duty to protect Florida's environment and to administer and enforce the provisions of Chapters 403 and 376, F.S., and the rules promulgated thereunder, Chapters 62-777 and 62-785, Florida Administrative Code (F.A.C.), as amended; and

WHEREAS, the Department has jurisdiction over the matters addressed in this Brownfield Site Rehabilitation Agreement ("BSRA"); and

WHEREAS, the Department has the authority, pursuant to §376.81, F.S., to establish by rule, criteria for determining the rehabilitation program tasks that comprise a site rehabilitation program and the level at which a rehabilitation program task and a site rehabilitation program may be deemed complete; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

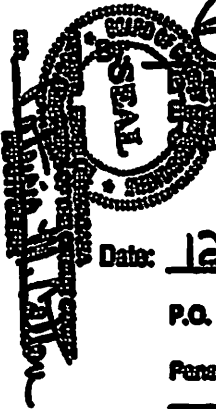
This BSRA is entered into between the Department and Escambia County Florida, Board of County Commissioners, hereinafter the Person Responsible For Brownfield Site Rehabilitation ("PRFBSR") (collectively referred to as the "parties"), for the rehabilitation of a brownfield site within a designated brownfield area pursuant to §376.80(5), F.S. The Department and the PRFBSR agree to the following:

**Escambia County, Florida, Board of County Commissioners
Mosquito Control Facility
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF BF170502001**

IN WITNESS WHEREOF, each of the parties has made and executed this Brownfield Site Rehabilitation Agreement on the date set forth for each signature of each representative below: W. Richard Fancher, Director of District Management, Florida Department of Environmental Protection, and Escambia County Board of County Commissioners, the Person Responsible for Brownfield Site Rehabilitation, signing by and through, D.W. "Mike" Whitehead, Chairman, duly authorized to execute same.

PERSON RESPONSIBLE FOR
BROWNFIELD SITE REHABILITATION

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION



D.W. "Mike" Whitehead, Chairman
Escambia County Board of County
Commissioners

By: W. Richard Fancher
W. Richard Fancher
Director of District Management
District

Date: 12-6-2007

Date: _____

P.O. Box 1591
Pensacola, Florida 32531-1591
860-695-4860

Approved as to form and legality:
Holly Taylor
Holly Taylor County, FDEP Attorney

This document approved as to form
and legal sufficiency.

FILED AND ACKNOWLEDGMENT FILED, on this date,
pursuant to §120.02 Florida Statutes, with the designated
Department Clerk, receipt of which is hereby acknowledged.

By: [Signature]
Title: Dist. Council Attorney
Date: Dec 16, 2007
BCC APPROVED 12-6-2007

Rebecca A. Switzer
Clerk (or Deputy Clerk)
Date: 12/24/07

cc: Holly Taylor County, Brownfield Program Attorney
Kim Walker, FDEP Brownfields Liaison
Alex Webster, P.G. Brownfields District Coordinator, FDEP

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17367

County Administrator's Report 9. 4.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/23/2020

Issue: Certificate of Public Convenience and Necessity for Advanced and/or Basic Life Support Air Services in Escambia County

From: JOHN DOSH, Interim Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Certificate of Public Convenience and Necessity for the Provision of Advanced Life Support and/or Basic Life Support Air Services in Escambia County - John S. Dosh, Interim Public Safety Department Director

That the Board take the following action concerning a Certificate of Public Convenience and Necessity:

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support and/or Basic Life Support Air services in Escambia County, with noted limitations, Med-Trans Corporation d/b/a ShandsCair, effective January 23, 2020, through December 31, 2020; and

B. Authorize the Chairman to execute the Certificate of Public Convenience and Necessity for the Agency.

BACKGROUND:

In accordance with Florida Statutes, Chapter 401, and County Ordinance 2009-37, emergency medical service providers in Escambia County are required to obtain a Certificate of Public Convenience and Necessity from the Escambia County Board of County Commissioners prior to providing Advanced Life Support (ALS) or Basic Life Support (BLS) service. Med-Trans Corporation d/b/a ShandsCair is requesting a new Certificate of Public Convenience and Necessity. Ordinance 2009-37 authorizes the Board to issue new and renewals of certificates when such are found to be of public convenience and necessity.

Following is a description of the air provider, the unique service it offers, which

provides public convenience and necessity, and their coverage area within the County:

1. Med-Trans d/b/a ShandsCair provides ALS response via helicopter transportation of critically ill in Escambia County from ShandsCair in Milton and Medstar in Atmore, AL and Stapleton, AL depending on which aircraft is available and closest to the location where the services are needed.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Consulted with Senior Assistant County Attorney Kristen Haul that legal sign off and approval was not needed.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with Florida Statutes, Chapter 401 and County Ordinance 2009-37.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Med-Trans COPCN

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the Med-Trans Corporation d/b/a ShandsCair has requested authorization to provide Air Advanced Life Support services to the citizens of (Advanced Life or Basic Life Support) Escambia County; and

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and,

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 10D-66, F.A.C.).

THEREFORE, the Board of County Commissioners of Escambia County hereby issues a Certificate of Public Convenience and Necessity to said Company to provide ALS Transport services with limitations as prescribed on this certificate. (BLS, ALS-transport, ALS non-transport)

In issuing this certificate, the governing body of Escambia County has considered recommendations of affected municipalities.

Date Issued January 23, 2020

Date of Expiration December 31, 2020
Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: Helicopter Transport Only

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Board of County Commissioners
Steven Barry, Chairman

BCC Approved: _____



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17217

County Administrator's Report 9.5.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/23/2020

Issue: Authorization for Access and Signature for the Transit Award Management System

From: TONYA ELLIS, Director, Mass Transit

Organization: Mass Transit

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorization for Access and Signature for the Transit Award Management Systems -Tonya Ellis, Mass Transit Department Director

That the Board take the following action concerning the Transit Award Management Systems (TrAMS) Memo:

A. Approve and authorize the Chairman to sign the Designation of Signature Authority for the TrAMS memo; and

B. Authorize the Chairman to obtain a Personal Identification Number (PIN) so that the Chairman, on behalf of Escambia County, Florida, can file and execute Applications and documents required for Federal Transit Administration (FTA) Grants.

BACKGROUND:

The Federal Transit Administration requires the Delegation of Signature Authority to be uploaded to TrAMS before the Chairman can certify the Certs and Assurances, and execute applications.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney has reviewed and approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, Mass Transit staff will submit the signed memo to FTA. The Chairman will be authorized to have a PIN and will have the ability to submit Federal Grant Applications; after the application receives Board Approval.

Mass Transit staff will co-ordinate with the office of Commissioner Barry to assist in setting up the PIN.

Attachments

Memo to PIN



Board of County Commissioners • Escambia County, Florida

DESIGNATION OF SIGNATURE AUTHORITY

For the

TRANSIT AWARD MANAGEMENT SYSTEMS

(TrAMS)

The officials identified below hereby authorize Steven L. Barry, Chairman to be assigned, and to use, a Personal Identification Number (PIN) in TrAMS in connection with the execution of the annual Certifications and Assurances issued by the Federal Transit Administration (FTA), submission of FTA grant applications, and the execution of FTA Grant Awards, in each case on their behalf and on behalf of Escambia County.

Steven Barry
Chairman, Escambia County, FL

Date

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: *Kristin D. Hual, SACA*

Date: 11-21-2019

The Board must approve requests for Public Hearings.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17392

County Administrator's Report 9. 7.

BCC Regular Meeting

Technical/Public Service Consent

Meeting Date: 01/23/2020

Issue: Commissioner Appointment to the Council on Aging

From: Janice Gilley, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Commissioner Appointment to the Council on Aging - Janice P. Gilley, County Administrator

That the Board confirm and acknowledge, for the Board's Official Record, the appointment of Commissioner Lumon May to the Council on Aging by the Council on Aging Board of Directors at their December 12, 2019, Annual Board Meeting. Commissioner May's new two-year term is effective December 2019 to December 2021.

BACKGROUND:

The Council on Aging Board of Directors voted at their December 12, 2019, Annual Board Meeting to approve a new two-year term for County Commissioner Lumon May. The notification letter from the President/CEO of the Council on Aging is provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy Section I, B1, Appointment Policy Procedures, requires confirmation by the Board of all appointments to Boards and Committees on which Commissioners serve.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Letter from John Clark



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OFFICERS

Chair
Kathleen Logan
First Vice Chair
Lois B. Lepp
Second Vice Chair
Malcolm Ballinger
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Pensacola Councilmember
P.C. Wu
Treasurer
James M. "Mick" Novota
Immediate Past Chair
Sonya Daniel

BOARD MEMBERS

Lorenzo Aguilar
DeeDee Davis
Tammy Hardy-Fauber
Rabbi Joel Fleckop
Donna Jacobi, M.D.
Escambia County Commissioner
Lumon May
Rick McClanahan
Thomas Pace, Jr.
Jan M. Pacenta
Tara Peterson
Diane L. Scott, Ph.D.
Caron Sjoberg
Sue Straughn
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Marie K. Young

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Joe Black
John Brick
Charles H. Overman, III
Malcolm Parker

PRESIDENT/CEO

John B. Clark

December 13, 2019

Shamara J. Jernigan
Agenda Program Coordinator
County Administrator's Office
221 Palafox Place, Suite 420
Pensacola, FL 32502

Dear Sam:

This is to let you know that Escambia County Commissioner Lumon May was re-elected to a two-year term as a director of the Board of Directors of Council on Aging of West Florida, Inc. His term will run through December 2021. This action occurred at the annual meeting of the agency's Board of Directors on Thursday, December 12, 2019.

We would hope that the Board of County Commissioners would concur with this action. Please contact me if you need any further information.

Sincerely,


John B. Clark
President/CEO



Department of
ELDER AFFAIRS
STATE OF FLORIDA



Northwest Florida
Area Agency on Aging, Inc.

Corporation for
**NATIONAL &
COMMUNITY
SERVICE**

"Improving the quality of life for elders"
since 1979

Please remember the Council on Aging of West Florida, Inc. in your will and let us know when you do so we can thank you.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17210

County Administrator's Report 9. 1.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: Contract Award for Maintenance Services for Cisco SMARTnet

From: Bart Siders, Department Director

Organization: Information Technology

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Support and Maintenance Services of Cisco SMARTnet - William "Bart" Siders, Information Technology Director

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and PC Specialists, Inc., D/B/A Technology Integration Group, per the terms and conditions of PD 15-16.009, Support and Maintenance Services for Cisco SMARTnet, with an updated annual fee of \$100,978, for a period of 12 months. This will be the last year of a 5-year Agreement that started in November of 2015.

[Funding: Fund 001, General, Cost Center 270102, Object Code 54601]

BACKGROUND:

December 10, 2015, Board action was to approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and PC Specialists, Inc., D/B/A Technology Integration Group, per the terms and conditions of PD 15-16.009, Support and Maintenance Services for Cisco SMARTnet, for an annual fee of \$107,788.15, for a period of 36 months and possible 12 month renewals for a maximum of 60 months.

Invitations to Bid, PD 15-16.009, Support and Maintenance Services for Cisco SMARTnet were publicly noticed in the Pensacola News Journal on Monday, November 2, 2015, and emailed to 8 firms. A bid was received from one firm on Tuesday, November 24, 2015.

BUDGETARY IMPACT:

[Funding: Fund 001 General, Cost Center 270102, Object Code 54601]

LEGAL CONSIDERATIONS/SIGN-OFF:

The 2015 Agreement was prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

Invitations to Bid, PD 15-16.009, Support and Maintenance Services for Cisco SMARTnet was publicly noticed in the Pensacola News Journal on Monday, November 2, 2015, and emailed to eight firms. A bid was received from one firm on Tuesday, November 24, 2015.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's prepared Agreement and Purchase Order.

Attachments

SmartNet Quote

Contract 15-16-009

CISCO SMARTNET

Quote Information:

Quote #: 044722

Version: 1

Quote Date: 11/19/2019

Expiration Date: 12/18/2019

Prepared by:

Technology Integration Group

Heather Reichmann

(850) 449-2608

Fax (858) 790-0031

Heather.Reichmann@tig.com

Technology Integration Group

10240 Flanders Court

San Diego, CA 92121

Bill To

ESCAMBIA COUNTY BOARD OF COMMISSIONERS

221 Palafox

Suite 210

Pensacola, FL 32502

Shawn Fletcher

(850) 595-1678

spfletch@myescambia.com

Ship To

ESCAMBIA COUNTY BOARD OF COMMISSIONERS

221 PALAFOX PL STE 140

PENSACOLA, FL 32502





Scott McDonald

(850) 595-4686

scott_macdonald@co.escambia.fl.us

Payment Terms: NET 30

Hardware		Price	Qty	Ext. Price
SVCIS56784-1006626	SMARTNET (ELECTRONIC DELIVERY) SMARTNET (ELECTRONIC DELIVERY)	\$100,978.00	1	\$100,978.00
CON-ECMU-SMS-1	Cisco Cisco Unified Communications Essential Operate - 1 Year Extended Service - Services - Maintenance - Physical Service	\$0.00	3158	\$0.00
CON-ECMU-SMS-1	Cisco Cisco Unified Communications Essential Operate - 1 Year Extended Service - Services - Maintenance - Physical Service	\$0.00	334	\$0.00
CON-OSP-SMS-1	Cisco SMARTnet - Service - 24 x 7 x 4 - On-site - Maintenance - Parts & Labor - Physical Service	\$0.00	1325	\$0.00
CON-SNT-SMS-1	Cisco SMARTnet - Service - 8 x 5 Next Business Day - Maintenance	\$0.00	906	\$0.00
CON-ECMU-SMS-1	Cisco Cisco Unified Communications Essential Operate - 1 Year Extended Service - Services - Maintenance - Physical Service	\$0.00	308	\$0.00
CON-ECMU-SMS-1	Cisco Cisco Unified Communications Essential Operate - 1 Year Extended Service - Services - Maintenance - Physical Service	\$0.00	19	\$0.00
CON-SNTP-SMS-1	Cisco SMARTnet - Service - 24 x 7 x 4 Hour - Maintenance	\$0.00	3994	\$0.00

Hardware		Price	Qty	Ext. Price
 CON-SNT-SMS-1	Cisco SMARTnet - Service - 8 x 5 Next Business Day - Maintenance	\$0.00	2057	\$0.00
CON-ECMU-SMS-1	Cisco Cisco Unified Communications Essential Operate - 1 Year Extended Service - Services - Maintenance - Physical Service	\$0.00	9260	\$0.00
CON-ECMU-SMS-1000	Cisco Unified Communications Essential Operate Service - 1 Year - Service - 24 x 7 - Technical - Electronic and Physical Service	\$0.00	42	\$0.00
 CON-SNT-SMS-1	Cisco SMARTnet - Service - 8 x 5 Next Business Day - Maintenance	\$0.00	1378	\$0.00
 CON-SNT-SMS-1	Cisco SMARTnet - Service - 8 x 5 Next Business Day - Maintenance	\$0.00	9889	\$0.00
 CON-SNT-SMS-1000	Cisco SMARTnet - Service - 8 x 5 Next Business Day - Carry-in - Maintenance	\$0.00	38	\$0.00

Product Number	PAK/Serial Number	Service Level	SKU	Start Date	End Date
UCS-SP5-C220E	FCH1613V01E	C4P	CON-OSP-SP5C220E	01-NOV-2019	31-OCT-2020
UCS-MR-1X082RY-A	FTX1643LJ9N	C4P		01-NOV-2019	31-OCT-2020
UCS-MR-1X082RY-A	FTX1643LJAJ	C4P		01-NOV-2019	31-OCT-2020
UCS-MR-1X082RY-A	FTX1643LJA3	C4P		01-NOV-2019	31-OCT-2020
UCS-MR-1X082RY-A	FTX1642FEU2	C4P		01-NOV-2019	31-OCT-2020
UCS-MR-1X082RY-A	FTX1643LJAX	C4P		01-NOV-2019	31-OCT-2020
UCS-MR-1X082RY-A	FTX1643LJ96	C4P		01-NOV-2019	31-OCT-2020
UCS-MR-1X082RY-A	FTX1643LJAZ	C4P		01-NOV-2019	31-OCT-2020
UCS-MR-1X082RY-A	FTX1643LJAL	C4P		01-NOV-2019	31-OCT-2020
UCSC-RAID-11-C220	FCH16287ABQ	C4P		01-NOV-2019	31-OCT-2020
UCS-CPU-E5-2650	35222078A0017	C4P		01-NOV-2019	31-OCT-2020
UCSC-PSU-650W	LIT162800QD	C4P		01-NOV-2019	31-OCT-2020
UCSC-PSU-650W	LIT16280103	C4P		01-NOV-2019	31-OCT-2020
UCS-CPU-E5-2650	35222078A0350	C4P		01-NOV-2019	31-OCT-2020
CISCO2921-SEC/K9	FCZ172460NL	SNT	CON-SNT-2921SEC	01-NOV-2019	31-OCT-2020
PWR-2921-51-AC	QCS1606H3C7	SNT		01-NOV-2019	31-OCT-2020
ASA5525-SSD120-K9	FGL1736407M	SNT	CON-SNT-A25SDK9	01-NOV-2019	31-AUG-2020
ASA5500X-SSD120INC	MSA17220622	SNT		01-NOV-2019	31-AUG-2020
ASA5525-MB	FCH1734721C	SNT		01-NOV-2019	31-AUG-2020
ASA-IC-B-BLANK	FGL1736407K	SNT		01-NOV-2019	31-AUG-2020
WS-C4500X-16SFP+	JAE173009VC	SNT	CON-SNT-WSC16SFX	01-NOV-2019	31-OCT-2020
WS-C4500X-16SFP+	JAE17380AEJ	SNT	CON-SNT-WSC16SFX	01-NOV-2019	31-OCT-2020
VG204XM	FCH1744R09L	SNT	CON-SNT-VG204XM	01-NOV-2019	31-OCT-2020



Hardware				Price	Qty	Ext. Price
PWR-30W-AC	DAB173032UE	SNT		01-NOV-2019	31-OCT-2020	
ASA5525-K9	FTX174710JE	SNT	CON-SNT-A25K9	01-NOV-2019	31-OCT-2020	
ASA5525-MB	FCH17417QZN	SNT		01-NOV-2019	31-OCT-2020	
ASA-IC-B-BLANK	FTX174710JF	SNT		01-NOV-2019	31-OCT-2020	
UCSC-C220-M3S=	FCH1746V11C	C4P	CON-OSP-C220M3SF	01-NOV-2019	31-OCT-2020	
UCSC-RAID-11-C220	FCH16387ABY	C4P		01-NOV-2019	31-OCT-2020	
UCS-MR-1X082RY-A	FTX164254RK	C4P		01-NOV-2019	31-OCT-2020	
UCS-MR-1X082RY-A	FTX164254PU	C4P		01-NOV-2019	31-OCT-2020	
UCS-CPU-E5-2650	2L220264A1471	C4P		01-NOV-2019	31-OCT-2020	
UCS-MR-1X082RY-A	FTX164254TE	C4P		01-NOV-2019	31-OCT-2020	
UCSC-PSU-650W	LIT162304SU	C4P		01-NOV-2019	31-OCT-2020	
UCS-MR-1X082RY-A	FTX1642FEUV	C4P		01-NOV-2019	31-OCT-2020	
UCS-MR-1X082RY-A	FTX1642F14D	C4P		01-NOV-2019	31-OCT-2020	
UCS-CPU-E5-2650	2L220264A0294	C4P		01-NOV-2019	31-OCT-2020	
UCS-MR-1X082RY-A	FTX164254Q9	C4P		01-NOV-2019	31-OCT-2020	
UCS-MR-1X082RY-A	FTX164254QR	C4P		01-NOV-2019	31-OCT-2020	
UCSC-PSU-650W	LIT162304TD	C4P		01-NOV-2019	31-OCT-2020	
UCS-MR-1X082RY-A	FTX1642FEUD	C4P		01-NOV-2019	31-OCT-2020	
N2XX-ABPCI03-M3	BRC163801ZE	C4P		01-NOV-2019	31-OCT-2020	
C3925-CME-SRST/K9	FTX1752AHBN	SNT	CON-SNT-3925CMST	01-NOV-2019	31-OCT-2020	
C3900-SPE100/K9	FOC17461AZK	SNT		01-NOV-2019	31-OCT-2020	
PWR-3900-AC	SNI1739C89M	SNT		01-NOV-2019	31-OCT-2020	
ASA-IC-6GE-SFP-B	FTX1749M064	SNT	CON-SNT-ASASFB1	01-NOV-2019	31-OCT-2020	
C2901-CME-SRST/K9	FTX1818804P	SNT	CON-SNT-2901CMST	01-NOV-2019	31-OCT-2020	
L-CUCM-UWL-PAK	3627J7B1B12	ECMU		01-NOV-2019	31-OCT-2020	
L-CUP-86-UWLA-PAK	1312J666084	ECMU		01-NOV-2019	31-OCT-2020	
L-UNCN8-UWLA-PAK	1168J3B34E3	ECMU		01-NOV-2019	31-OCT-2020	
ER-PAK	1611J5474AA	ECMU		01-NOV-2019	31-OCT-2020	
C2901-CME-SRST/K9	FTX182685U9	SNT	CON-SNT-2901CMST	01-NOV-2019	31-OCT-2020	
C2901-CME-SRST/K9	FTX182685WJ	SNT	CON-SNT-2901CMST	01-NOV-2019	31-OCT-2020	
L-CUP-86-UWLA-PAK	1312J6B6A2A	ECMU		01-NOV-2019	31-OCT-2020	
L-UNCN8-UWLA-PAK	1168J17B6FB	ECMU		01-NOV-2019	31-OCT-2020	
L-CUCM-UWL-PAK	3627JBFE084	ECMU		01-NOV-2019	31-OCT-2020	
WS-C3850-12S-E	FOC1914X0RW	SNT	CON-SNT-WSC385SE	01-NOV-2019	31-OCT-2020	
STACK-T1-50CM	MOC1914A1XY	SNT		01-NOV-2019	31-OCT-2020	
PWR-C1-350WAC	DCB1906H1KU	SNT		01-NOV-2019	31-OCT-2020	
ASA5506-K9	JMX193641GW	SNT	CON-SNT-ASA5506K	01-NOV-2019	31-OCT-2020	
ASA5506-SSD	MSA192901LZ	SNT		01-NOV-2019	31-OCT-2020	
ASA5506-PWR-AC	PST1914F3VM	SNT		01-NOV-2019	31-OCT-2020	
ASA5506-CTRL-LIC	7051J68565B	SNT		01-NOV-2019	31-OCT-2020	
ER10-PAK	1611J5A5E03	ECMU		01-NOV-2019	31-OCT-2020	
LIC-SW-EXP-K9	6858J62F1E8	ECMU		01-NOV-2019	31-OCT-2020	
LIC-EXP-E-PAK	6858J1EAE90	ECMU		01-NOV-2019	31-OCT-2020	
WS-C3650-24PS-E	FDO1936P0X9	SNT	CON-SNT-WS6524PS	01-NOV-2019	31-OCT-2020	
PWR-C2-640WAC	DCB1939B7AA	SNT		01-NOV-2019	31-OCT-2020	
WS-C3850-24P-E	FCW2002C0SF	SNT	CON-SNT-WSC384PE	01-NOV-2019	31-OCT-2020	
STACK-T1-50CM	LCC1948G8HW	SNT		01-NOV-2019	31-OCT-2020	
C3850-NM-4-1G	FOC19524CUH	SNT		01-NOV-2019	31-OCT-2020	



Hardware			Price	Qty	Ext. Price
PWR-C1-715WAC/2	LIT19450XFD	SNT		01-NOV-2019	31-OCT-2020
PWR-C1-715WAC	LIT194516Q5	SNT		01-NOV-2019	31-OCT-2020
WS-C3850-24P-E	FCW2002D0DY	SNT	CON-SNT-WSC384PE	01-NOV-2019	31-OCT-2020
STACK-T1-50CM	LCC1948G8JL	SNT		01-NOV-2019	31-OCT-2020
C3850-NM-4-1G	FOC19523DMJ	SNT		01-NOV-2019	31-OCT-2020
PWR-C1-715WAC/2	LIT19450XCU	SNT		01-NOV-2019	31-OCT-2020
PWR-C1-715WAC	LIT19450XCN	SNT		01-NOV-2019	31-OCT-2020
ASA5506-K9	JMX2036Y0BZ	SNT	CON-SNT-ASA5506K	01-NOV-2019	31-OCT-2020
ASA5506-SSD	MSA203104T1	SNT		01-NOV-2019	31-OCT-2020
ASA5506-CTRL-LIC	7051J582421	SNT		01-NOV-2019	31-OCT-2020
ASA5506-PWR-AC	LIT202813NF	SNT		01-NOV-2019	31-OCT-2020
C881-V-K9	FJC2102L25F	SNT	CON-SNT-C881VK8	01-NOV-2019	31-OCT-2020
PWR-66W-AC	LIN20160K8P	SNT		01-NOV-2019	31-OCT-2020
LIC-SW-EXP-K9	6858J4DB652	ECMU		09-FEB-2020	31-OCT-2020
LIC-SW-EXP-K9	6858J75AC06	ECMU		09-FEB-2020	31-OCT-2020
UCM-PAK	1321J3FA10D	ECMU		09-FEB-2020	31-OCT-2020
LIC-SW-EXP-K9	6858J79F962	ECMU		09-FEB-2020	31-OCT-2020
LIC-SW-EXP-K9	6858J363397	ECMU		09-FEB-2020	31-OCT-2020
LIC-EXP-E-PAK	6858J1384C0	ECMU		09-FEB-2020	31-OCT-2020
CP-8851-K9=	FCH2101E9ZL	SNT	CON-SNT-CP8851K9	01-NOV-2019	31-OCT-2020
CP-8851-K9=	FCH2101E9JH	SNT	CON-SNT-CP8851K9	01-NOV-2019	31-OCT-2020
CP-8851-K9=	FCH2101DFS4	SNT	CON-SNT-CP8851K9	01-NOV-2019	31-OCT-2020
CP-8851-K9=	FCH2101DEEQ	SNT	CON-SNT-CP8851K9	01-NOV-2019	31-OCT-2020
CP-8811-K9=	FCH2051DWUA	SNT	CON-SNT-CP8811K9	01-NOV-2019	31-OCT-2020
CP-8811-K9=	FCH2051EGQT	SNT	CON-SNT-CP8811K9	01-NOV-2019	31-OCT-2020
CP-8811-K9=	FCH2051EH7L	SNT	CON-SNT-CP8811K9	01-NOV-2019	31-OCT-2020
CP-8811-K9=	FCH2052DMPZ	SNT	CON-SNT-CP8811K9	01-NOV-2019	31-OCT-2020
ER-PAK	1611J5BDC50	ECMU		11-FEB-2020	31-OCT-2020
UWL-10X-PAK	5621J348BFE	ECMU		11-FEB-2020	31-OCT-2020
CP-8865-K9=	PUC20518M2O	SNT	CON-SNT-CP8865KP	01-NOV-2019	31-OCT-2020
CP-8865-K9=	PUC20518M2D	SNT	CON-SNT-CP8865KP	01-NOV-2019	31-OCT-2020
CP-8865-K9=	PUC20518M1I	SNT	CON-SNT-CP8865KP	01-NOV-2019	31-OCT-2020
CP-BEKEM=	FCH21012FDF	SNT	CON-SNT-CPBEKEM	01-NOV-2019	31-OCT-2020
CP-BEKEM=	FCH21012EKU	SNT	CON-SNT-CPBEKEM	01-NOV-2019	31-OCT-2020
CP-BEKEM=	FCH21012EC5	SNT	CON-SNT-CPBEKEM	01-NOV-2019	31-OCT-2020
CP-BEKEM=	FCH21012EBW	SNT	CON-SNT-CPBEKEM	01-NOV-2019	31-OCT-2020
VG204XM	FCH2103S03E	SNT	CON-SNT-VG204XM	01-NOV-2019	31-OCT-2020
PWR-30W-AC	DAB2044J0CH	SNT		01-NOV-2019	31-OCT-2020
VG204XM	FCH2102S00A	SNT	CON-SNT-VG204XM	01-NOV-2019	31-OCT-2020
PWR-30W-AC	DAB2044J0CP	SNT		01-NOV-2019	31-OCT-2020
VG204XM	FCH2101S08Z	SNT	CON-SNT-VG204XM	01-NOV-2019	31-OCT-2020
PWR-30W-AC	DAB2044J0CF	SNT		01-NOV-2019	31-OCT-2020
VG204XM	FCH2102S014	SNT	CON-SNT-VG204XM	01-NOV-2019	31-OCT-2020
PWR-30W-AC	DAB2044J0CM	SNT		01-NOV-2019	31-OCT-2020
CP-8831-K9=	FCH2106220C	SNT	CON-SNT-CP8831K9	01-NOV-2019	31-OCT-2020
CP-8831-DCU-S	FCH210422KJ	SNT		01-NOV-2019	31-OCT-2020
CP-8831-K9=	FCH21062202	SNT	CON-SNT-CP8831K9	01-NOV-2019	31-OCT-2020
CP-8831-DCU-S	FCH2106243X	SNT		01-NOV-2019	31-OCT-2020



Hardware				Price	Qty	Ext. Price
CP-8831-K9=	FCH210420PZ	SNT	CON-SNT-CP8831K9	01-NOV-2019	31-OCT-2020	
CP-8831-DCU-S	FCH21062567	SNT		01-NOV-2019	31-OCT-2020	
CP-8831-K9=	FCH210420QZ	SNT	CON-SNT-CP8831K9	01-NOV-2019	31-OCT-2020	
CP-8831-DCU-S	FCH210422G6	SNT		01-NOV-2019	31-OCT-2020	
CP-8831-K9=	FCH210621UR	SNT	CON-SNT-CP8831K9	01-NOV-2019	31-OCT-2020	
CP-8831-DCU-S	FCH210422EC	SNT		01-NOV-2019	31-OCT-2020	
CISCO1941/K9	FJC2127L33V	SNT	CON-SNT-1941	01-NOV-2019	31-OCT-2020	
PWR-1941-AC	DCA2121Q3NH	SNT		01-NOV-2019	31-OCT-2020	
LIC-SW-EXP-K9	EFLC5XUDGXZ	ECMU		29-AUG-2020	31-OCT-2020	
LIC-SW-EXP-K9	0QHFP38U5C3	ECMU		29-AUG-2020	31-OCT-2020	
LIC-SW-EXP-K9	97P6AWDB3HR	ECMU		29-AUG-2020	31-OCT-2020	
LIC-SW-EXP-K9	0O2ILVUCYWG	ECMU		29-AUG-2020	31-OCT-2020	
LIC-EXP-E-PAK	B4KXA207XZ3	ECMU		29-AUG-2020	31-OCT-2020	
UCM-PAK	MXA1WRWP5ZD	ECMU		29-AUG-2020	31-OCT-2020	
AIR-CT5508-50-K9	FCW1403L02Y	SNT	CON-SNT-CT5508	01-NOV-2019	31-OCT-2020	
AIR-CT5508-50-K9	FCW1403L02C	SNT	CON-SNT-CT5508	01-NOV-2019	31-OCT-2020	
WS-C3850-12S-S	FCW2231C14V	SNT	CON-SNT-WSC3851S	26-AUG-2019	31-OCT-2020	
PWR-C1-350WAC	ART2228F9CA	SNT		26-AUG-2019	31-OCT-2020	
PWR-C1-350WAC/2	ART2227F1S1	SNT		26-AUG-2019	31-OCT-2020	
WS-C3850-12S-E	FCW2232C148	SNT	CON-SNT-WSC385SE	18-SEP-2019	31-OCT-2020	
PWR-C1-350WAC	LIT22343JAH	SNT		18-SEP-2019	31-OCT-2020	
PWR-C1-350WAC/2	LIT22343JDK	SNT		18-SEP-2019	31-OCT-2020	
WS-C3850-12S-E	FOC2232X0W2	SNT	CON-SNT-WSC385SE	18-SEP-2019	31-OCT-2020	
PWR-C1-350WAC	LIT22343J5C	SNT		18-SEP-2019	31-OCT-2020	
PWR-C1-350WAC/2	LIT22343HRF	SNT		18-SEP-2019	31-OCT-2020	
WS-C4507R+E	FOX1525G74G	SNT	CON-SNT-C4507R+E	01-NOV-2019	31-OCT-2020	
PWR-C45-4200ACV	AZS15180B0U	SNT		01-NOV-2019	31-OCT-2020	
WS-C4507R+E	FOX1525G76A	SNT	CON-SNT-C4507R+E	01-NOV-2019	31-OCT-2020	
PWR-C45-1300ACV	SNI1528AT81	SNT		01-NOV-2019	31-OCT-2020	
WS-C4507R+E	FOX1525G76S	SNT	CON-SNT-C4507R+E	01-NOV-2019	31-OCT-2020	
PWR-C45-1300ACV	DTM152802K7	SNT		01-NOV-2019	31-OCT-2020	
C2901-CME-SRST/K9	FTX15338515	SNT	CON-SNT-2901CMST	01-NOV-2019	31-OCT-2020	
C2901-CME-SRST/K9	FTX15338513	SNT	CON-SNT-2901CMST	01-NOV-2019	31-OCT-2020	
C2901-CME-SRST/K9	FTX15338516	SNT	CON-SNT-2901CMST	01-NOV-2019	31-OCT-2020	
N5K-C5548UP-FA	SSI15190656	SNT	CON-SNT-C5548UP	01-NOV-2019	31-OCT-2020	
N55-D160L3	JAF1524ARBR	SNT		01-NOV-2019	31-OCT-2020	
N55-M16UP	JAF1529CSAA	SNT		01-NOV-2019	31-OCT-2020	
N5548P-FAN	SSI15250FWF	SNT		01-NOV-2019	31-OCT-2020	
N55-PAC-750W	ART1522X0KR	SNT		01-NOV-2019	31-OCT-2020	
N5548P-FAN	SSI15250A9Y	SNT		01-NOV-2019	31-OCT-2020	
N55-PAC-750W	ART1522X0HU	SNT		01-NOV-2019	31-OCT-2020	
N5K-C5548UP-FA	SSI1519065K	SNT	CON-SNT-C5548UP	01-NOV-2019	31-OCT-2020	
N5548P-FAN	SSI15250FV8	SNT		01-NOV-2019	31-OCT-2020	
N55-PAC-750W	ART1522X07Y	SNT		01-NOV-2019	31-OCT-2020	
N55-PAC-750W	ART1522X0F3	SNT		01-NOV-2019	31-OCT-2020	
N55-M16UP	JAF1529CRLP	SNT		01-NOV-2019	31-OCT-2020	
N55-D160L3	JAF1523BHFA	SNT		01-NOV-2019	31-OCT-2020	
N5548P-FAN	SSI15250FVD	SNT		01-NOV-2019	31-OCT-2020	



Hardware				Price	Qty	Ext. Price
C3925-VSEC-CUBE/K9	FTX1538AJBP	SNT	CON-SNT-C3925VS	01-NOV-2019	31-OCT-2020	
PWR-3900-AC	QCS1533P19H	SNT		01-NOV-2019	31-OCT-2020	
C3925-VSEC-CUBE/K9	FTX1538AJE7	SNT	CON-SNT-C3925VS	01-NOV-2019	31-OCT-2020	
PWR-3900-AC	QCS1533P0ZT	SNT		01-NOV-2019	31-OCT-2020	
C3925-VSEC-CUBE/K9	FTX1538AJE8	SNT	CON-SNT-C3925VS	01-NOV-2019	31-OCT-2020	
PWR-3900-AC	QCS1533P14L	SNT		01-NOV-2019	31-OCT-2020	
N5K-C5548UP-FA	SSI153202BP	SNT	CON-SNT-C5548UP	01-NOV-2019	31-OCT-2020	
N55-DL2	FOC152606KH	SNT		01-NOV-2019	31-OCT-2020	
N5548P-FAN	SSI153207SY	SNT		01-NOV-2019	31-OCT-2020	
N5548P-FAN	SSI153207SQ	SNT		01-NOV-2019	31-OCT-2020	
N55-PAC-750W	ART1532X0WX	SNT		01-NOV-2019	31-OCT-2020	
N55-PAC-750W	ART1532X0W3	SNT		01-NOV-2019	31-OCT-2020	
N5K-C5548UP-FA	SSI152801Z8	SNT	CON-SNT-C5548UP	01-NOV-2019	31-OCT-2020	
N5548P-FAN	SSI153207X7	SNT		01-NOV-2019	31-OCT-2020	
N55-PAC-750W	ART1532X0V8	SNT		01-NOV-2019	31-OCT-2020	
N55-PAC-750W	ART1532X0W8	SNT		01-NOV-2019	31-OCT-2020	
N55-DL2	FOC152563UZ	SNT		01-NOV-2019	31-OCT-2020	
N5548P-FAN	SSI153207X3	SNT		01-NOV-2019	31-OCT-2020	
CISCO3925/K9	FTX1612ALS2	SNT	CON-SNT-3925	01-NOV-2019	31-OCT-2020	
PWR-3900-AC	SNI1606C88W	SNT		01-NOV-2019	31-OCT-2020	
UCSB-B200-M3=	FCH16197R45	SNT	CON-SNT-B200M3	01-NOV-2019	31-OCT-2020	
UCS-MR-1X162RY-A	FTX1631FBPN	SNT		01-NOV-2019	31-OCT-2020	
UCS-MR-1X162RY-A	FTX163151F5	SNT		01-NOV-2019	31-OCT-2020	
UCS-CPU-E5-2640	2V217148A0456	SNT		21-SEP-2019	20-SEP-2020	
UCS-MR-1X162RY-A	FTX1631FFGT	SNT		01-NOV-2019	31-OCT-2020	
UCS-MR-1X162RY-A	FTX163151FU	SNT		01-NOV-2019	31-OCT-2020	
UCSB-MLOM-40G-01	FCH162574Y6	SNT		01-NOV-2019	31-OCT-2020	
UCS-MR-1X162RY-A	FTX1631FJWA	SNT		01-NOV-2019	31-OCT-2020	
UCS-MR-1X162RY-A	FTX1631FFJW	SNT		01-NOV-2019	31-OCT-2020	
A03-D300GA2	6XP3L35B	SNT		01-NOV-2019	31-OCT-2020	
UCS-MR-1X162RY-A	FTX1631FBP7	SNT		01-NOV-2019	31-OCT-2020	
UCS-MR-1X162RY-A	FTX163151G7	SNT		01-NOV-2019	31-OCT-2020	
UCS-MR-1X162RY-A	FTX163151GN	SNT		01-NOV-2019	31-OCT-2020	
UCS-MR-1X162RY-A	FTX1631FJVU	SNT		01-NOV-2019	31-OCT-2020	
UCS-MR-1X162RY-A	FTX1631FJWR	SNT		01-NOV-2019	31-OCT-2020	
A03-D300GA2	6XP3K7A6	SNT		01-NOV-2019	31-OCT-2020	
UCS-MR-1X162RY-A	FTX1631FJW9	SNT		01-NOV-2019	31-OCT-2020	
UCS-CPU-E5-2640	2V217148A1197	SNT		21-SEP-2019	20-SEP-2020	
L-CCX7-ADD-STD-UWL	1087J4F7709	ECMU		01-NOV-2019	30-APR-2020	
L-CCX7-ADD-STD-UWL	1087J2A3467	ECMU		01-NOV-2019	30-APR-2020	
L-SME-PAK	1111J1D7857	ECMU		01-NOV-2019	30-APR-2020	
L-MP-85-UWLA-PAK	4991J5C1550	ECMU		01-NOV-2019	30-APR-2020	
L-CUCM-UWL-PAK	3627J116BD3	ECMU		01-NOV-2019	30-APR-2020	
L-CCX7-ADD-STD-UWL	1087J76754C	ECMU		01-NOV-2019	30-APR-2020	
L-WEBEX-UWL-P-PAK	4851J3F7621	ECMU		01-NOV-2019	30-APR-2020	
L-CCX7-ADD-STD-UWL	1087J6D9A35	ECMU		01-NOV-2019	30-APR-2020	
UCSB-B200-M3-U	FCH16297DK3	SNT	CON-SNT-B200M3-U	01-NOV-2019	31-OCT-2020	
UCS-MR-1X162RY-A	FTX1631FHP6	SNT		01-NOV-2019	31-OCT-2020	



Hardware			Price	Qty	Ext. Price
UCS-MR-1X162RY-A	FTX1631FHJC	SNTP		01-NOV-2019	31-OCT-2020
A03-D300GA2	6XP3N89V	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FHHW	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FHMR	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FHJR	SNTP		01-NOV-2019	31-OCT-2020
A03-D300GA2	6XP3L0KT	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FHN8	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FHN6	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FHL9	SNTP		01-NOV-2019	31-OCT-2020
UCSB-MLOM-40G-01	FCH16277GD5	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FHK6	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FHJB	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FHMD	SNTP		01-NOV-2019	31-OCT-2020
UCS-CPU-E5-2640	35128263A0181	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FHMT	SNTP		01-NOV-2019	31-OCT-2020
UCS-CPU-E5-2640	2V212006A2144	SNTP		01-NOV-2019	31-OCT-2020
UCSB-B200-M3-U	FCH16287KNP	SNTP	CON-SNTP-B200M3-U	01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FJY4	SNTP		01-NOV-2019	31-OCT-2020
UCS-CPU-E5-2640	35208469M1381	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FJXN	SNTP		01-NOV-2019	31-OCT-2020
UCSB-MLOM-40G-01	FCH16277G5U	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FLP4	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FJZ0	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FJY3	SNTP		01-NOV-2019	31-OCT-2020
A03-D300GA2	6XP3K70K	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FLP3	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FJX7	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FJYK	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FJXL	SNTP		01-NOV-2019	31-OCT-2020
UCS-CPU-E5-2640	35128315A0963	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FLP5	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FJYJ	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FJY1	SNTP		01-NOV-2019	31-OCT-2020
A03-D300GA2	6XP3HBAQ	SNTP		01-NOV-2019	31-OCT-2020
UCSB-B200-M3-U	FCH16297DJN	SNTP	CON-SNTP-B200M3-U	01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FLPD	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FLP8	SNTP		01-NOV-2019	31-OCT-2020
A03-D300GA2	6XP3K77V	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FLPB	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FLRR	SNTP		01-NOV-2019	31-OCT-2020
UCS-CPU-E5-2640	35208485M0710	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FLPE	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FLPC	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FLPF	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FLPA	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FLS6	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FLP7	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FLP9	SNTP		01-NOV-2019	31-OCT-2020



Hardware			Price	Qty	Ext. Price
A03-D300GA2	6XP3HBFF	SNTP		01-NOV-2019	31-OCT-2020
UCSB-MLOM-40G-01	FCH16237WW1	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FLP6	SNTP		01-NOV-2019	31-OCT-2020
UCS-CPU-E5-2640	35208485M0512	SNTP		01-NOV-2019	31-OCT-2020
UCSB-B200-M3-U	FCH16297PL8	SNTP	CON-SNTP-B200M3-U	01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1630F7BY	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX16315697	SNTP		01-NOV-2019	31-OCT-2020
A03-D300GA2	6XP3HBA6	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FJSN	SNTP		01-NOV-2019	31-OCT-2020
UCSB-MLOM-40G-01	FCH16277G6T	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1630F83T	SNTP		01-NOV-2019	31-OCT-2020
A03-D300GA2	6XP3K719	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631568C	SNTP		01-NOV-2019	31-OCT-2020
UCS-CPU-E5-2640	2V134045A1426	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631FH28	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1630F7AM	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631567Y	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631568S	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631F523	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631F51Q	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631568R	SNTP		01-NOV-2019	31-OCT-2020
UCS-CPU-E5-2640	2V134045A1481	SNTP		01-NOV-2019	31-OCT-2020
UCSB-B200-M3-U	FCH16287JMP	SNTP	CON-SNTP-B200M3-U	01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631569U	SNTP		01-NOV-2019	31-OCT-2020
UCS-CPU-E5-2640	2V150186A0506	SNTP		01-NOV-2019	31-OCT-2020
A03-D300GA2	EB10PC604DU9	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX163156A4	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631569G	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631569Y	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX163156A5	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX16315681	SNTP		01-NOV-2019	31-OCT-2020
UCSB-MLOM-40G-01	FCH162378PG	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631569W	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631569X	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX163156A6	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX16315683	SNTP		01-NOV-2019	31-OCT-2020
A03-D300GA2	EB10PC604DUU	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX16315682	SNTP		01-NOV-2019	31-OCT-2020
UCS-CPU-E5-2640	2V150186A3355	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631569V	SNTP		01-NOV-2019	31-OCT-2020
UCSB-B200-M3-U	FCH16297Q80	SNTP	CON-SNTP-B200M3-U	01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX163157UY	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX163157UL	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX163157VD	SNTP		01-NOV-2019	31-OCT-2020
A03-D300GA2	EB10PC604E8U	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX163157V0	SNTP		01-NOV-2019	31-OCT-2020
UCS-CPU-E5-2640	2V150186A2667	SNTP		01-NOV-2019	31-OCT-2020
UCSB-MLOM-40G-01	FCH16237WR7	SNTP		01-NOV-2019	31-OCT-2020

Hardware			Price	Qty	Ext. Price
UCS-MR-1X162RY-A	FTX163157VE	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX163157UJ	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX163157TP	SNTP		01-NOV-2019	31-OCT-2020
UCS-CPU-E5-2640	2V150001A0343	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX163157UK	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX163157TN	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX163157V1	SNTP		01-NOV-2019	31-OCT-2020
A03-D300GA2	EB10PC604E91	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX163157VF	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX163157UZ	SNTP		01-NOV-2019	31-OCT-2020
UCSB-B200-M3-U	FCH16287KJ7	SNTP	CON-SNTP-B200M3-U	01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631569T	SNTP		01-NOV-2019	31-OCT-2020
UCS-CPU-E5-2640	35208485M1034	SNTP		01-NOV-2019	31-OCT-2020
A03-D300GA2	EB10PC604E95	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX16315695	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX163155VQ	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX1631568B	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX163155VW	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A=	FTX1633LS8W	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX16315680	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX163156A3	SNTP		01-NOV-2019	31-OCT-2020
A03-D300GA2	EB10PC604E9B	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX163155VR	SNTP		01-NOV-2019	31-OCT-2020
UCS-CPU-E5-2640	35208485M0245	SNTP		01-NOV-2019	31-OCT-2020
UCSB-MLOM-40G-01	FCH162774AB	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX16315689	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX16315696	SNTP		01-NOV-2019	31-OCT-2020
UCS-MR-1X162RY-A	FTX163155VY	SNTP		01-NOV-2019	31-OCT-2020
N20-C6508-UPG	FOX1627GLE4	SNTP	CON-SNTP-2C6508	01-NOV-2019	31-OCT-2020
UCSB-PSU-2500ACPL	DTM16140419	SNTP		01-NOV-2019	31-OCT-2020
N20-FAN5	FOX1606XMW2	SNTP		01-NOV-2019	31-OCT-2020
UCSB-PSU-2500ACPL	DTM1614047Y	SNTP		01-NOV-2019	31-OCT-2020
N20-FAN5	FOX1606XMX2	SNTP		01-NOV-2019	31-OCT-2020
UCSB-PSU-2500ACPL	DTM16140486	SNTP		01-NOV-2019	31-OCT-2020
N20-FAN5	FOX1606XMX4	SNTP		01-NOV-2019	31-OCT-2020
UCSB-PSU-2500ACPL	DTM1614044B	SNTP		01-NOV-2019	31-OCT-2020
N20-FAN5	FOX1606XMW0	SNTP		01-NOV-2019	31-OCT-2020
UCS-IOM-2204XP	FCH16287JH8	SNTP		01-NOV-2019	31-OCT-2020
N20-FAN5	FOX1606XMX8	SNTP		01-NOV-2019	31-OCT-2020
N01-UAC1	FOX1627G7EA	SNTP		01-NOV-2019	31-OCT-2020
N20-FAN5	FOX1606XMVH	SNTP		01-NOV-2019	31-OCT-2020
UCS-IOM-2204XP	FCH162874EN	SNTP		01-NOV-2019	31-OCT-2020
N20-FAN5	FOX1606XMX3	SNTP		01-NOV-2019	31-OCT-2020
N20-FAN5	FOX1606XMVZ	SNTP		01-NOV-2019	31-OCT-2020
N20-C6508-UPG	FOX1625GBRM	SNTP	CON-SNTP-2C6508	01-NOV-2019	31-OCT-2020
N01-UAC1	FOX1625GA5U	SNTP		01-NOV-2019	31-OCT-2020
N20-FAN5	FOX1625XH6K	SNTP		01-NOV-2019	31-OCT-2020
N20-FAN5	FOX1625XGRQ	SNTP		01-NOV-2019	31-OCT-2020



Hardware				Price	Qty	Ext. Price
UCSB-PSU-2500ACPL	DTM16140410	SNTP		01-NOV-2019	31-OCT-2020	
UCS-IOM-2204XP	FCH16247QFX	SNTP		01-NOV-2019	31-OCT-2020	
N20-FAN5	FOX1625XGZB	SNTP		01-NOV-2019	31-OCT-2020	
UCS-IOM-2204XP	FCH1614772F	SNTP		01-NOV-2019	31-OCT-2020	
N20-FAN5	FOX1625XGRK	SNTP		01-NOV-2019	31-OCT-2020	
UCSB-PSU-2500ACPL	DTM1614043Y	SNTP		01-NOV-2019	31-OCT-2020	
UCSB-PSU-2500ACPL	DTM1614042F	SNTP		01-NOV-2019	31-OCT-2020	
N20-FAN5	FOX1625XGRB	SNTP		01-NOV-2019	31-OCT-2020	
N20-FAN5	FOX1625XGZY	SNTP		01-NOV-2019	31-OCT-2020	
N20-FAN5	FOX1625XGRP	SNTP		01-NOV-2019	31-OCT-2020	
N20-FAN5	FOX1625XGRS	SNTP		01-NOV-2019	31-OCT-2020	
UCSB-PSU-2500ACPL	DTM1614047R	SNTP		01-NOV-2019	31-OCT-2020	
ASA5515-K9	FGL163240M0	SNT	CON-SNT-A15K9	01-NOV-2019	31-OCT-2020	
ASA5515-MB	FCH16317ZF2	SNT		01-NOV-2019	31-OCT-2020	
AIR-CT5508-50-K9	FCW1631L0UF	SNT	CON-SNT-CT5508	01-NOV-2019	31-OCT-2020	
				Subtotal		\$100,978.00

Quote Summary	Amount
Hardware	\$100,978.00
Total:	\$100,978.00

Please [Click Here](#) to complete a short 2 minute survey.

Terms & Conditions

This Technology Integration Group ("TIG") offer to sell products and provide services is solely at the prices set forth in this Quote and solely in accordance with the terms and conditions (the "Terms") attached to this Quote. If Buyer has ordered products or services from TIG and such order is deemed to be an offer by Buyer, TIG's acceptance of such offer is expressly conditional on Buyer's assent to the Terms, to the exclusion of all other terms and conditions. Any additional, different, or conflicting terms or conditions proposed by Buyer in any offer, acceptance, or confirmation, including those set forth on any Buyer purchase order, specifications, or other documents issued by Buyer are considered by TIG to be requests for material alterations of the Terms, are hereby rejected, and will not be binding in any way on TIG. Buyer is hereby notified of TIG's objection to all such additional, different, or conflicting terms and conditions. No waiver or amendment of any of the Terms will be binding on TIG unless made in a writing expressly stating that it is such a waiver or amendment and signed by an authorized agent of TIG. Buyer will have accepted (and will be deemed to have accepted) these Terms if Buyer does any of the following: (a) accepts the Terms in writing; (b) pays (in part or whole) for the products or services; or (c) receives delivery of any products or services and fails to return the products or refuse the services within five days following receipt.

In the event of non-payment, Buyer agrees to pay all collection costs including attorney fees. A finance charge of 1.5% per month may be charged on delinquent invoices. All returns are subject to the following: must include original invoice & Return Material Authorization (RMA) number, 15% restocking fee, must be in original box in resalable condition. After 30 days, repair or exchange only. Quotes are valid for thirty (30) days. All orders are subject to credit approval and adjustments to ordered products and prices that may be due to product availability, typographical error, electronic processing errors or price changes, including rebate or promotion expiration which may occur without notice. TIG and Buyer must confirm acceptance of any adjustments prior to



Technology Integration Group

800.858.0549 | www.TIG.com

SYSTEM INTEGRATION THAT POWERS YOUR BUSINESS

shipment. Prices do not include applicable taxes and/or shipping charges which may be added at the time of shipment. Taxes, shipping and handling charges are subject to change based on the terms and conditions of the final sale. Defective product may be returned within thirty (30) days of the shipping date for repair or replacement as determined by manufacturer warranty. TIG does not offer or accept terms requiring most favored customer pricing.

TIG resells products from numerous manufacturers. It is common industry practice for manufacturers to offer incentives and rebates for product sales. This quote may contain product or services subject to such incentives. No representation or warranty to the contrary is made. Technology Integration Group passes through to buyer the terms and conditions of the original equipment manufacturers product and software licenses and warranties. Any exception must be negotiated directly with the original equipment manufacturer. Unless ordered pursuant to a government prime contract that is identified on the customer's purchase order, all sales are intended to be to the end user, and resale of the products is prohibited.

Please be advised that the quoted pricing may be impacted by the new tariffs. In the event that pricing has been affected, we will confirm with you prior to placing an order.

Taxes, shipping and handling charges and other fees are subject to change based on the terms and conditions of the final sale.

Acceptance

ESCAMBIA COUNTY BOARD OF COMMISSIONERS

Signature / Name

Initials

Title

Date

PO Number

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

SUPPORT AND MAINTENANCE SERVICES FOR CISCO SMARTNET

SPECIFICATION NUMBER PD 15-16.009

BIDS WILL BE RECEIVED UNTIL: 2:00p.m., CST, Tuesday, November 24, 2015

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

Board of County Commissioners

Grover Robinson, IV, Chairman
Wilson B. Robertson, Vice Chairman
Steven Barry
Lumon J. May
Douglas Underhill

From:
Claudia Simmons
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:

Paul R. Nobles, CPPO, CPPB, FCN, FCCM
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: prnobles@myescambia.com

NOTICE

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

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
SUPPORT AND MAINTENANCE SERVICES FOR CISCO SMARTNET
SPECIFICATION PD 15-16.009**

HOW TO SUBMIT YOUR BID

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

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

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND BID FORM (WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- LETTER FROM INSURANCE CARRIER AS SPECIFIED IN THE "INSURANCE REQUIREMENTS"
- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO BID:

- IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.**

DO NOT RETURN WITH YOUR BID

NOTICE

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

(revised 10/31/2013)

Preference in purchase of commodities and services by means of competitive bid.

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

Competitive bid (local price match option). Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000 and \$249,999, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000 and \$999,999, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e.; the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

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

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

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

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

**SUPPORT AND MAINTENANCE SERVICES FOR CISCO SMARTNET
PD 15-16.009**

TABLE OF CONTENTS

**Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (** Double Asterisk) should be returned with Offer.**

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PD 15-16.009, Support and Maintenance Services for Cisco SMARTnet

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION, OFFER AND BID FORM

ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:

**Joe Pillitary, CPPO, CPPB
Purchasing Coordinator**

Invitation to Bid

Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850) 595-4878 Fax No: (850) 595-4807

**Support and Maintenance Services for
Cisco SMARTnet**

SOLICITATION NUMBER: PD 15-16.009

SOLICITATION

MAILING DATE: Monday, November 2, 2015

PRE-BID CONFERENCE: NA

OFFERS WILL BE RECEIVED UNTIL: 2:00pm, CST., Tuesday, November 24, 2015 and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

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

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

TERMS OF PAYMENT:

DELIVERY DATE WILL BE _____ DAYS AFTER RECEIPT OF PURCHASE ORDER.

REASON FOR NO OFFER:

VENDOR NAME: _____

ADDRESS: _____

CITY, ST. & ZIP: _____

PHONE NO.: (____) _____

TOLL FREE NO.: (____) _____

FAX NO.: (____) _____

BID BOND ATTACHED \$ N/A

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

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

**

SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

****Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.**

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Support and Maintenance Services for Cisco SMARTnet** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Annual Cisco SMARTnet Support and Maintenance	year 1	\$ _____
	year 2	\$ _____
	year 3	\$ _____
	Renewal year 4	\$ _____
	Renewal year 5	\$ _____
	Total	\$ _____

PD 15-16.009, Support and Maintenance Services for Cisco SMARTnet

CONTRACTOR REQUIREMENTS

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

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State
Certificate of Authority Document Number __

Occupational License No. _____

Person to contact concerning this bid:

Name: _____

Phone: _____

Email: _____

Person to contact for emergency service:

Name: _____

Phone: _____

Email: _____

PD 15-16.009, Support and Maintenance Services for Cisco SMARTnet

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

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

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

PD 15-16.009, Support and Maintenance Services for Cisco SMARTnet

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

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

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

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

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

(signature)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

OR produced identification _____ Notary Public - State of _____

_____ My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

PD 15-16.009, Support and Maintenance Services for Cisco SMARTnet

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

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

Check one:

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

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

Offeror's Signature

Date

PD 15-16.009, Support and Maintenance Services for Cisco SMARTnet

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

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

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

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

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

Is it in good standing: Yes or No

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

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

PD 15-16.009, Support and Maintenance Services for Cisco SMARTnet

Page 2 of 2
Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

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

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

PD 15-16.009, Support and Maintenance Services for Cisco SMARTnet

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

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

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

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

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

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

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference (continued).

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

SPECIAL TERMS AND CONDITIONS

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

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

Instructions to Offerors

1. General Information

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

Specification Number PD 15-16.009, "Support and Maintenance Services for Cisco SMARTnet", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

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

The following policy will apply to all methods of source selection:

Conduct of Participants

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

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Definitions

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

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

Sanctions

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

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

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

See Exhibit A - SCOPE OF WORK SUMMARY

2. **Questions**

All questions shall be directed to Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator, Phone 850-595-4918, email prnobles@myescambia.com

Questions will be received until 5:00 p.m., CST on Tuesday, November 10, 2015. It is anticipated that responses will be provided by Monday, November 16, 2015.

3. **Bid Forms**

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

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

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4. Payment

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

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

5. Emergency Services

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night.

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

6. Award

Award shall be made on an "all-or-none total" basis.

7. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

8. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for additional twelve (12) months periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

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- B. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- C. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

9. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

10. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

11. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the bid form. All other terms and conditions of the contract shall apply to the option periods.

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12. Interim Extension of Performance

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

13. Changes - Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

Standard Insurance Requirements and Certificates

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

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

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

County Insurance Required

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

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

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

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

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

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

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

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

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

Workers Compensation Coverage

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

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

General, Automobile and Excess or Umbrella Liability Coverage

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

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

General Liability Coverage - Occurrence Form Required

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

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

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

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

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

Evidence/Certificates of Insurance

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

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

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Paul R. Nobles, CPPO, CPPB
Office of Purchasing, Room 11.101
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

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

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

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

Professional Liability/Malpractice/Errors or Omissions Insurance

The contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (erp) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay

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on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

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Exhibit "A"

SCOPE OF WORK

Project: Cisco SMARTnet Annual Hardware & Software Renewal

Details: Provide the Escambia County Board of County Commissioners Information Technology Department a renewal of Cisco SMARTnet contracts which provide fast, expert technical support, flexible hardware coverage, and smart, proactive device diagnostics, Global 24-hour access to experts in the Cisco Technical Assistance Center (TAC), Self-help support through online communities, resources, and tools, Hardware replacement options, including 2-hour, 4-hour and next business day, Operating System (OS) software updates and Smart, proactive diagnostics and immediate alerts on devices enabled with Smart Call Home.

Site ID#	Product Number	Service Product Number	Description	Serial Number	Quantity	Begin Date	End Date
404080989	WS-C4900M	CON-SNTP-WSC4900M	Base system with 8 X2 ports and 2 half slots	JAE163109SU	1	1-Nov-15	31-Oct-16
800098529	UCSB-B200-M3-U	CON-SNTP-B200M3-U	UCS B200 M3 Blade Server w/o CPU, mem, HDD, mLOM/mezz (UPG)	FCH16287KNP	1	1-Nov-15	31-Oct-16
800098529	UCSB-B200-M3-U	CON-SNTP-B200M3-U	UCS B200 M3 Blade Server w/o CPU, mem, HDD, mLOM/mezz (UPG)	FCH16297DJN	1	1-Nov-15	31-Oct-16
800098529	UCSB-B200-M3-U	CON-SNTP-B200M3-U	UCS B200 M3 Blade Server w/o CPU, mem, HDD, mLOM/mezz (UPG)	FCH16297PL8	1	1-Nov-15	31-Oct-16
800098529	UCSB-B200-M3-U	CON-SNTP-B200M3-U	UCS B200 M3 Blade Server w/o CPU, mem, HDD, mLOM/mezz (UPG)	FCH16287JMP	1	1-Nov-15	31-Oct-16

Site ID#	Product Number	Service Product Number	Description	Serial Number	Quantity	Begin Date	End Date
404080989	UCS-SP5-C220E	CON-OSP-SP5C220E	UCS C220 M3 SFF w/ 2650, 8x8GB, 5709 1Gb, 2PS	FCH1613V01E	1	1-Nov-15	31-Oct-16

Site ID#	Product Number	Service Product Number	Description	Serial Number	Quantity	Begin Date	End Date
404080989	UCS-SP5-C220E	CON-OSP-SP5C220E	UCS C220 M3 SFF w/ 2650, 8x8GB, 5709 1Gb, 2PS	FCH1639V0SB	1	1-Nov-15	31-Oct-16

Site ID#	Product Number	Service Product Number	Description	Serial Number	Quantity	Begin Date	End Date
404080989	UCS-SP2-S6100	CON-OSP-SP2S6100	UCS 20-port FI with FC expansion card and cables bundle	SSI15120HAV	1	1-Nov-15	31-Oct-16
404080989	N10-E0060	CON-OSP-1E0060	^6-port 8Gb FC/Expansion module/UCS 6100 Series	FOC152708JD	1	1-Nov-15	31-Oct-16
404080989	UCS-SP2-S6100	CON-OSP-SP2S6100	UCS 20-port FI with FC expansion card and cables bundle	SSI151307BV	1	1-Nov-15	31-Oct-16
404080989	N10-E0060	CON-OSP-1E0060	^6-port 8Gb FC/Expansion module/UCS 6100 Series	FOC15287WW3	1	1-Nov-15	31-Oct-16
404080989	UCS-SP2-S6100	CON-OSP-SP2S6100	UCS 20-port FI with FC expansion card and cables bundle	SSI15120HBD	1	1-Nov-15	31-Oct-16
404080989	N10-E0060	CON-OSP-1E0060	^6-port 8Gb FC/Expansion module/UCS 6100 Series	FOC15270D58	1	1-Nov-15	31-Oct-16
404080989	UCS-SP2-S6100	CON-OSP-SP2S6100	UCS 20-port FI with FC expansion card and cables bundle	SSI15120HAW	1	1-Nov-15	31-Oct-16
404080989	N10-E0060	CON-OSP-1E0060	^6-port 8Gb FC/Expansion module/UCS 6100 Series	FOC152708JP	1	1-Nov-15	31-Oct-16
404080989	UCS-SP2-ENTUC-14	CON-OSP-SP2ETUC	^UCS YES BNDL2Fix1xChassis,4xB200,2x5640,48GB,2x146GHD,1xEMez	FOX1523HA4Z	1	1-Nov-15	31-Oct-16
404080989	N20-B6625-1	CON-OSP-B66251	UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine	FCH152472E2	1	1-Nov-15	31-Oct-16
404080989	N20-B6625-1	CON-OSP-B66251	UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine	FCH152873GP	1	1-Nov-15	31-Oct-16
404080989	N20-B6625-1	CON-OSP-B66251	UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine	FCH152876EA	1	1-Nov-15	31-Oct-16
404080989	N20-B6625-1	CON-OSP-B66251	UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine	FCH152873J8	1	1-Nov-15	31-Oct-16
404080989	N20-B6625-1	CON-OSP-B66251	UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine	FCH152873KV	1	1-Nov-15	31-Oct-16
404080989	N20-B6625-1	CON-OSP-B66251	UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine	FCH152876CN	1	1-Nov-15	31-Oct-16
404080989	N20-B6625-1	CON-OSP-B66251	UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine	FCH152876DV	1	1-Nov-15	31-Oct-16
404080989	UCS-SP2-ENTUC-14	CON-OSP-SP2ETUC	^UCS YES BNDL2Fix1xChassis,4xB200,2x5640,48GB,2x146GHD,1xEMez	FOX1513GB8U	1	1-Nov-15	31-Oct-16
404080989	N20-B6625-1	CON-OSP-B66251	UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine	FCH15287333	1	1-Nov-15	31-Oct-16

Site ID#	Product Number	Service Product Number	Description	Serial Number	Quantity	Begin Date	End Date
404080989	N20-B6625-1-UPG	CON-SNTP-B66251U	UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine	QCI1629A7UJ	1	1-Nov-15	31-Oct-16
404080989	N20-B6625-1-UPG	CON-SNTP-B66251U	UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine	QCI1629A7YD	1	1-Nov-15	31-Oct-16
404080989	UCSB-B200-M3-U	CON-SNTP-B200M3-U	UCS B200 M3 Blade Server w/o CPU, mem, HDD, mLOM/mezz (UPG)	FCH16297DK3	1	1-Nov-15	31-Oct-16
404080989	UCSB-B200-M3-U	CON-SNTP-B200M3-U	UCS B200 M3 Blade Server w/o CPU, mem, HDD, mLOM/mezz (UPG)	FCH16297Q80	1	1-Nov-15	31-Oct-16
404080989	UCSB-B200-M3-U	CON-SNTP-B200M3-U	UCS B200 M3 Blade Server w/o CPU, mem, HDD, mLOM/mezz (UPG)	FCH16287KJ7	1	1-Nov-15	31-Oct-16
404080989	UCSB-B200-M3=	CON-SNTP-B200M3	UCS B200 M3 Blade Server w/o CPU, mem, HDD, mLOM/mezz	FCH16197R45	1	1-Nov-15	31-Oct-16

Site ID#	Product Number	Service Product Number	Description	Serial Number	Quantity	Begin Date	End Date
404080989	N20-C6508-UPG	CON-SNTP-2C6508	UCS 5108 Blade Svr AC Chassis/0 PSU/8 fans/0 fabric extender	FOX1627GLE4	1	1-Nov-15	31-Oct-16
404080989	N20-C6508-UPG	CON-SNTP-2C6508	UCS 5108 Blade Svr AC Chassis/0 PSU/8 fans/0 fabric extender	FOX1625GBRM	1	1-Nov-15	31-Oct-16

Site ID#	Product Number	Service Product Number	Description	Serial Number	Quantity	Begin Date	End Date
800098529	CTS-EX90-K9	CON-ECDN-CTS-EX90	EX90 - NPP, Touch UI	A1AR29E00176	1	1-Nov-15	31-Oct-16
800098529	CTS-SX20-PHD4X-K9	CON-ECDN-SX2PHD4X	SX20 Quick Set HD, NPP, 4x PHDCam, 1 mic, remote cntrl	FCZ1635F0L8	1	1-Nov-15	31-Oct-16
800098529	CTS-QSC20-MIC	CON-ECDN-QSC20MIC	Performance Microphone 20	1.112E+12	1	1-Nov-15	31-Oct-16
800098529	CTS-CTRL-DVC8	CON-ECDN-CTRLDVC8	Touch 8 - Control Device	A1AS34E00098	1	1-Nov-15	31-Oct-16
800098529	CTS-SX20-PHD4X-K9	CON-ECDN-SX2PHD4X	SX20 Quick Set HD, NPP, 4x PHDCam, 1 mic, remote cntrl	FCZ1635F0LA	1	1-Nov-15	31-Oct-16
800098529	CTS-CTRL-DVC8	CON-ECDN-CTRLDVC8	Touch 8 - Control Device	A1AS34E00108	1	1-Nov-15	31-Oct-16
800098529	CTS-QSC20-MIC	CON-ECDN-QSC20MIC	Performance Microphone 20	1.112E+12	1	1-Nov-15	31-Oct-16
800098529	CTS-SX20-PHD4X-K9	CON-ECDN-SX2PHD4X	SX20 Quick Set HD, NPP, 4x PHDCam, 1 mic, remote cntrl	FCZ1635F0L9	1	1-Nov-15	31-Oct-16
800098529	CTS-QSC20-MIC	CON-ECDN-QSC20MIC	Performance Microphone 20	1.112E+12	1	1-Nov-15	31-Oct-16
800098529	CTS-CTRL-DVC8	CON-ECDN-CTRLDVC8	Touch 8 - Control Device	A1AS34E00185	1	1-Nov-15	31-Oct-16
800098529	CTS-SX20-PHD4X-K9	CON-ECDN-SX2PHD4X	SX20 Quick Set HD, NPP, 4x PHDCam, 1 mic, remote cntrl	FCZ1635F0LB	1	1-Nov-15	31-Oct-16
800098529	CTS-CTRL-DVC8	CON-ECDN-CTRLDVC8	Touch 8 - Control Device	A1AS32E00138	1	1-Nov-15	31-Oct-16
800098529	CTS-QSC20-MIC	CON-ECDN-QSC20MIC	Performance Microphone 20	1.112E+12	1	1-Nov-15	31-Oct-16
800098529	LIC-MOVI-25	CON-ECDN-MOVI-25	TMSPE - Add 25 Active Jabber Video Client Registrations		1	1-Nov-15	31-Oct-16
800098529	LIC-TMS-MSEX-25	CON-ECDN-LTMSEX25	Cisco TMSXE - Extension for MS Exchange - Per 25 sys reg.		1	1-Nov-15	31-Oct-16

Site ID#	Product Number	Service Product Number	Description	Serial Number	Quantity	Begin Date	End Date
404080989	WCS-APBASE-50=	CON-SAU-WCSAB50	Spare : WCS-Standard-K9 50 APs. License Only.	1191036A210	1	1-Nov-15	31-Oct-16

Site ID#	Product Number	Service Product Number	Description	Serial Number	Quantity	Begin Date	End Date
402226233	ASA5510-SEC-BUN-K9	CON-SNT-AS1SBK9	^ASA 5510 Security Plus Appl with SW, HA, 2GE+3FE, 3DES/AES	JMX1309L092	1	1-Nov-15	31-Oct-16
402226233	CISCO2821	CON-SNT-2821	^2821 w/ AC PWR,2GE,4HWICs,3PVDM,1NME-X,2AIM,IPBASE,128F/512	FHK1305F2DJ	1	1-Nov-15	31-Oct-16
404080989	WS-C4507R-E	CON-SNT-C4507RE	^Cat4500 E-Series 7-Slot Chassis, fan, no ps, Red Sup Capable	FOX1346GVRE	1	1-Nov-15	31-Oct-16
404080989	AIR-CT5508-50-K9	CON-SNT-CT5508	5508 Series Controller for up to 50 APs	FCW1403L02Y	1	1-Nov-15	31-Oct-16
404080989	AIR-CT5508-50-K9	CON-SNT-CT5508	5508 Series Controller for up to 50 APs	FCW1403L02C	1	1-Nov-15	31-Oct-16

Site ID#	Product Number	Service Product Number	Description	Serial Number	Quantity	Begin Date	End Date
404080989	CISCO2921-SEC/K9	CON-SNT-2921SEC	Cisco 2921 Security Bundle w/SEC license PAK	FCZ172460NL	1	1-Nov-15	31-Oct-16
404080989	ASA5520-BUN-K9	CON-SNT-AS2BUNK9	^ASA 5520 Appliance with SW, HA, 4GE+1FE, 3DES/AES	JMX1510L0C6	1	1-Nov-15	31-Oct-16
404080989	ASA5520-BUN-K9	CON-SNT-AS2BUNK9	^ASA 5520 Appliance with SW, HA, 4GE+1FE, 3DES/AES	JMX1510L0C8	1	1-Nov-15	31-Oct-16
404080989	WS-C4507R+E	CON-SNT-C4507R+E	Catalyst4500E 7 slot chassis for 48Gbps/slot, fan, no ps	FOX1525G74G	1	1-Nov-15	31-Oct-16
404080989	WS-C4507R+E	CON-SNT-C4507R+E	Catalyst4500E 7 slot chassis for 48Gbps/slot, fan, no ps	FOX1525G76A	1	1-Nov-15	31-Oct-16
404080989	WS-C4507R+E	CON-SNT-C4507R+E	Catalyst4500E 7 slot chassis for 48Gbps/slot, fan, no ps	FOX1525G76S	1	1-Nov-15	31-Oct-16
404080989	C2901-CME-SRST/K9	CON-SNT-2901CMST	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX15338515	1	1-Nov-15	31-Oct-16
404080989	C2901-CME-SRST/K9	CON-SNT-2901CMST	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX15338513	1	1-Nov-15	31-Oct-16
404080989	C2901-CME-SRST/K9	CON-SNT-2901CMST	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX15338516	1	1-Nov-15	31-Oct-16
404080989	N5K-C5548UP-FA	CON-SNT-C5548UP	Nexus 5548 UP Chassis, 32 10GbE Ports, 2 PS, 2 Fans	SSI15190656	1	1-Nov-15	31-Oct-16
404080989	N5K-C5548UP-FA	CON-SNT-C5548UP	Nexus 5548 UP Chassis, 32 10GbE Ports, 2 PS, 2 Fans	SSI1519065K	1	1-Nov-15	31-Oct-16
404080989	C3925-VSEC-CUBE/K9	CON-SNT-C3925VS	C3925 UC SEC CUBE Bundle, PVDM3-64, UC SEC Lic, FL-CUBEE-25	FTX1538AJBP	1	1-Nov-15	31-Oct-16
404080989	C3925-VSEC-CUBE/K9	CON-SNT-C3925VS	C3925 UC SEC CUBE Bundle, PVDM3-64, UC SEC Lic, FL-CUBEE-25	FTX1538AJE7	1	1-Nov-15	31-Oct-16
404080989	C3925-VSEC-CUBE/K9	CON-SNT-C3925VS	C3925 UC SEC CUBE Bundle, PVDM3-64, UC SEC Lic, FL-CUBEE-25	FTX1538AJE8	1	1-Nov-15	31-Oct-16
404080989	N5K-C5548UP-FA	CON-SNT-C5548UP	Nexus 5548 UP Chassis, 32 10GbE Ports, 2 PS, 2 Fans	SSI153202BP	1	1-Nov-15	31-Oct-16
404080989	N5K-C5548UP-FA	CON-SNT-C5548UP	Nexus 5548 UP Chassis, 32 10GbE Ports, 2 PS, 2 Fans	SSI152801Z8	1	1-Nov-15	31-Oct-16
404080989	CISCO3925/K9	CON-SNT-3925	Cisco 3925 w/SPE100(3GE,4EHWIC,4DSP,2SM,256MBCF,1GBDRAM,IPB)	FTX1612ALS2	1	1-Nov-15	31-Oct-16
404080989	NACMGR-LTEFB-K9	CON-SNT-NACMLTFB	^NAC Appliance 3315 Manager Failover Bundle -max 3 Servers	1524J3FCF6B	1	1-Nov-15	31-Oct-16
404080989	NAC3355-1500FB-K9	CON-SNT-NAC515MF	^NAC Appliance 3355 Server Failover Bundle -max 1500 users	1524J41FD0B	1	1-Nov-15	31-Oct-16
404080989	ASA5525-SSD120-K9	CON-SNT-A25SDK9	NGFW ASA 5525-X w/ SW,8GE Data,1GE Mgmt,AC,3DES/AES,SSD 120G	FGL1736407M	1	1-Nov-15	31-Oct-16
404080989	WS-C4500X-16SFP+	CON-SNT-WSC16SFX	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	JAE173009VC	1	1-Nov-15	31-Oct-16
404080989	WS-C4500X-16SFP+	CON-SNT-WSC16SFX	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	JAE17380AEJ	1	1-Nov-15	31-Oct-16
404080989	ASA5525-K9	CON-SNT-A25K9	ASA 5525-X with SW, 8GE Data, 1GE Mgmt, AC, 3DES/AES	FTX174710JE	1	1-Nov-15	31-Oct-16
404080989	VG204XM	CON-SNT-VG204XM	Cisco VG204XM Analog Voice Gateway	FCH1744R09L	1	1-Nov-15	31-Oct-16
404080989	C3925-CME-SRST/K9	CON-SNT-3925CMST	3925 Voice Bundle w/PVDM3-64,FL-CME-SRST-25,UC Lic,FL-CUBE25	FTX1752AHBN	1	1-Nov-15	31-Oct-16
404080989	C2901-CME-SRST/K9	CON-SNT-2901CMST	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX1818804P	1	1-Nov-15	31-Oct-16
404080989	C2901-CME-SRST/K9	CON-SNT-2901CMST	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX182685U9	1	1-Nov-15	31-Oct-16
404080989	C2901-CME-SRST/K9	CON-SNT-2901CMST	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	FTX182685WJ	1	1-Nov-15	31-Oct-16
404080989	ASA-IC-6GE-SFP-B	CON-SNT-ASASFB1	ASA 5525-X Interface Card 6-port GE SFP (SX,LH,LX)	FTX1749M064	1	1-Nov-15	31-Oct-16

Site ID#	Product Number	Service Product Number	Description	Serial Number	Quantity	Begin Date	End Date
407394619	L-TMS-25	CON-ECMU-LTMS25	Order L-TMS-APL-PAK for E-deliveryof add TMS 25 system lic		1	25-Feb-16	31-Oct-16

Site ID#	Product Number	Service Product Number	Description	Serial Number	Quantity	Begin Date	End Date
2000244721	LIC-UWL-STD-SLED-A	CON-ECMU-SSLEDA	Services Mapping SKU, Under 1K UWL STD users		197	1-Nov-15	31-Oct-16

Site ID#	Product Number	Service Product Number	Description	Serial Number	Quantity	Begin Date	End Date
800098529	N20-B6625-1-UPG	CON-SNT-B66251U	UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine	QCI1629A7VO	1	1-Nov-15	31-Oct-16
800098529	N20-B6625-1-UPG	CON-SNT-B66251U	UCS B200 M2 Blade Server w/o CPU, memory, HDD, mezzanine	QCI1629A7RT	1	1-Nov-15	31-Oct-16
800098529	ASA5515-K9	CON-SNT-A15K9	ASA 5515-X with SW, 6GE Data, 1 GE Mgmt, AC, 3DES/AES	FGL163240M0	1	1-Nov-15	31-Oct-16
800098529	AIR-CT5508-50-K9	CON-SNT-CT5508	5508 Series Controller for up to 50 APs	FCW1631L0UF	1	1-Nov-15	31-Oct-16



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17130

County Administrator's Report 9. 2.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: Recommendation to approve Contract between Board of County Commissioners and Florida Department of Health in Escambia County 2019/20

From: John J. Lanza, MD, PhD, MPH, FAAP, Director and Health Officer

Organization: Florida Dept. of Health in Esc. Co.

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Resolution Authorizing the Contract with the State of Florida Department of Health for Operation of the Escambia County Health Department - John J. Lanza, MD, PhD, MPH, FAAP, FHPS, Director, Florida Department of Health in Escambia County

That the Board take the following action concerning the Resolution authorizing the Contract between the Escambia County Board of County Commissioners and the State of Florida, Department of Health for Operation of the Escambia County Health Department, Contract Year 2019-2020:

A. Adopt, as allowed by Florida Statutes, Chapter 154, the Resolution entitled, "A Resolution Authorizing a Contract Between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department for the Provision of Certain Medical Services, Providing for an Effective Date," for the Contract year of October 1, 2019, through September 30, 2020; and

B. Authorize the Chairman to sign the Resolution and the Contract.

BACKGROUND:

Annually, the Escambia County Board of County Commissioners and the State of Florida, Department of Health enter into a Contract for the operation of the Escambia County Health Department, as authorized by Florida Statutes, Chapter 154.

BUDGETARY IMPACT:

The Escambia County Board of County Commissioners agrees to appropriate \$337,649 to the Escambia County Health Department for the Fiscal Year October 1, 2019, through September 30, 2020.

LEGAL CONSIDERATIONS/SIGN-OFF:

Section 154.01 Florida Statutes states that "The several counties of the state may cooperate with the Department of Health in the establishment and maintenance of full-time county health departments in such counties for the promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary care for special populations...The Department of Health shall enter into contracts with several counties for the purposes of this part."

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

This Recommendation requires the approval of the recommended Resolution and requires that the Board Chairman sign the provided Contract.

Attachments

Resolution
contract 19-20

Resolution Number R2020-_____

A RESOLUTION AUTHORIZING A CONTRACT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, ESCAMBIA COUNTY HEALTH DEPARTMENT FOR THE PROVISION OF CERTAIN MEDICAL SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Section 154.01(3), Florida Statutes, the Board of County Commissioners of Escambia County, Florida is authorized to enter into a contractual agreement for the provision of certain medical services with the State of Florida, Department of Health, Escambia County Health Department; and

WHEREAS, the Board of County Commissioners has considered the contract by and between the Escambia County Health Department and the Escambia County Board of County Commissioners and has determined the contract to be reasonable; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of the citizens of Escambia County that this contract be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

Section 1. That the attached contract dated October 1, 2019, between the Escambia County Board of County Commissioners and the State of Florida, Department of Health, Escambia County Health Department hereby is approved as presented.

Section 2. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2020.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Steven Barry, Chairman

Approved as to form and legal sufficiency.

**ATTEST: Pam Childers
Clerk of the Circuit Court**

By/Title: *Kristin D. Hual, SACA*

By: _____
Deputy Clerk

Date: 01-07-2020

**CONTRACT BETWEEN
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF THE
ESCAMBIA COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2019-2020**

This contract is made and entered into between the State of Florida, Department of Health ("State") and the Escambia County Board of County Commissioners ("County"), through their undersigned authorities, effective October 1, 2019.

RECITALS

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Escambia County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2019, through September 30, 2020, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state and local funds

and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$ 8,461,175 (*State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$337,649 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund
Escambia County
1295 W. Fairfield Drive
Pensacola, FL 32501

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These

records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting Information Resource (FLAIR) System;
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii.* Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Escambia County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health Systems

shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of this contract. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;
- ii. A written explanation to the County of service variances reflected in the year end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i. March 1, 2020 for the report period October 1, 2019 through December 31, 2019;
- ii. June 1, 2020 for the report period October 1, 2019 through March 31, 2020;
- iii. September 1, 2020 for the report period October 1, 2019 through June 30, 2020; and
- iv. December 1, 2020 for the report period October 1, 2019 through September 30, 2020.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2020, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this contract are as follows:

For the State:

Linda Moyer

Name

Public Health Services Manager

Title

1295 W. Fairfield Drive

Pensacola, FL 32501

Address

(850) 595-6500 X1010

Telephone

For the County:

Stephan Hall

Name

Budget Manager

Title

221 Palafox Place

Pensacola, FL 32502

Address

(850) 595-4954

Telephone

If different contract managers are designated after execution of this contract, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this eight-page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (six pages), Attachment III (one page), Attachment IV (one page), and Attachment V (one page), to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2019.

**BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

~~Kunon J. May~~, Chairman
Steven Barry

SIGNED BY: _____


DATE


NAME: Scott A. Rivkees, MD 

TITLE: State Surgeon General

ATTEST: Pam Childers
Clerk of the Circuit Court

DATE: 10/25/19

Deputy Clerk

SIGNED BY: _____


NAME: John J Lanza, MD, PhD, MPH, FAAP, FHPS

TITLE: CHD Director

BCC Approved _____

DATE: 08/14/19

ATTACHMENT I
ESCAMBIA COUNTY HEALTH DEPARTMENT
PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING
COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

<u>Service</u>	<u>Requirement</u>
1. Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2. Dental Health	Periodic financial and programmatic reports as specified by the program office.
3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4. Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5. Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6. Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization

- levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.
7. Environmental Health
Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
 8. HIV/AIDS Program
Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.

Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines.
 9. School Health Services
Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.
 10. Tuberculosis
Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.
 11. General Communicable Disease Control
Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.
 12. Refugee Health Program
Programmatic and financial requirements as specified by the program office.

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II
ESCAMBIA COUNTY HEALTH DEPARTMENT
PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/19	227778	1438102	1665880
2. Drawdown for Contract Year October 1, 2019 to September 30, 2020	-227778	227793	15
3. Special Capital Project use for Contract Year October 1, 2019 to September 30, 2020	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2019 to September 30, 2020	0	1665895	1665895

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2019 to September 30, 2020

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE					
015040 AIDS PATIENT CARE	100,000	0	100,000	0	100,000
015040 AIDS PREVENTION & SURVEILLANCE - GENERAL REVENUE	115,715	0	115,715	0	115,715
015040 CHD - TB COMMUNITY PROGRAM	126,146	0	126,146	0	126,146
015040 SEXUALLY TRANSMITTED DISEASE CONTROL PROGRAM GR	26,767	0	26,767	0	26,767
015040 FAMILY PLANNING GENERAL REVENUE	52,226	0	52,226	0	52,226
015040 HEPATITIS AND LIVER FAILURE PREVENTION & CONTROL	37,162	0	37,162	0	37,162
015040 PRIMARY CARE PROGRAM	321,792	0	321,792	0	321,792
015040 SCHOOL HEALTH SERVICES - GENERAL REVENUE	363,061	0	363,061	0	363,061
015050 CHD GENERAL REVENUE NON-CATEGORICAL	3,516,631	0	3,516,631	0	3,516,631
GENERAL REVENUE TOTAL	4,659,500	0	4,659,500	0	4,659,500
2. NON GENERAL REVENUE - STATE					
015010 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	16,579	0	16,579	0	16,579
015010 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	19,000	0	19,000	0	19,000
015010 TOBACCO STATE AND COMMUNITY INTERVENTIONS	185,816	0	185,816	0	185,816
NON GENERAL REVENUE TOTAL	221,395	0	221,395	0	221,395
3. FEDERAL FUNDS - STATE					
007000 BREAST & CERVICAL CANCER - ADMIN/CASE MANAGEMENT	138,000	0	138,000	0	138,000
007000 WIC BREASTFEEDING PEER COUNSELING PROG	77,484	0	77,484	0	77,484
007000 COASTAL BEACH WATER QUALITY MONITORING	8,448	0	8,448	0	8,448
007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG	35,000	0	35,000	0	35,000
007000 FAMILY PLANNING TITLE X - GRANT	95,495	0	95,495	0	95,495
007000 HURRICANE CRISIS COAG FOOD AND WATER	2,500	0	2,500	0	2,500
007000 IMMUNIZATION FIELD STAFF	6,000	0	6,000	0	6,000
007000 IMMUNIZATION ACTION PLAN	75,164	0	75,164	0	75,164
007000 MCH SPECIAL PRJCT UNPLANNED PREGNANCY	47,239	0	47,239	0	47,239
007000 BASE COMMUNITY PREPAREDNESS CAPABILITY	134,378	0	134,378	0	134,378
007000 BASE EMERGENCY OPERATIONS COORDINATON (ESF8)	118,928	0	118,928	0	118,928
007000 BASE REGIONAL PREPAREDNESS CAPABILITY	113,900	0	113,900	0	113,900
007000 AIDS PREVENTION	229,962	0	229,962	0	229,962
007000 IMPROVING STD PROGRAMS	83,768	0	83,768	0	83,768
007000 FLORIDA STD SURVEILLANCE NETWORK PART A	17,000	0	17,000	0	17,000
007000 WIC PROGRAM ADMINISTRATION	1,500,073	0	1,500,073	0	1,500,073
007000 WELL WATER SAMPLING FOR NON-PETROLEUM SITES	92,180	0	92,180	0	92,180
007000 WELL-INTEGRATED SCREENING & EVALUATION FOR WOMEN	30,696	0	30,696	0	30,696
015075 SUPPLEMENTAL SCHOOL HEALTH	498,023	0	498,023	0	498,023
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT ADMIN	990	0	990	0	990
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT SERVICES	5,500	0	5,500	0	5,500
018005 RYAN WHITE TITLE II ADAP DRUG REBATES	49,771	0	49,771	0	49,771
018005 AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ	161,714	0	161,714	0	161,714
018005 RYAN WHITE TITLE II CARE GRANT	107,904	0	107,904	0	107,904
FEDERAL FUNDS TOTAL	3,630,117	0	3,630,117	0	3,630,117

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2019 to September 30, 2020

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE					
001020 CHD STATEWIDE ENVIRONMENTAL FEES	261,645	0	261,645	0	261,645
001092 CHD STATEWIDE ENVIRONMENTAL FEES	241,800	0	241,800	0	241,800
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	14,325	0	14,325	0	14,325
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	4,720	0	4,720	0	4,720
001206 SEPTIC TANK RESEARCH SURCHARGE	306	0	306	0	306
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	6,750	0	6,750	0	6,750
001206 DRINKING WATER PROGRAM OPERATIONS	30	0	30	0	30
001206 REGULATION OF BODY PIERCING SALONS	295	0	295	0	295
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	4,375	0	4,375	0	4,375
001206 MOBILE HOME & RV PARK FEES	2,700	0	2,700	0	2,700
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	536,946	0	536,946	0	536,946
5. OTHER CASH CONTRIBUTIONS - STATE:					
	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	227,778	0	227,778	0	227,778
OTHER CASH CONTRIBUTION TOTAL	227,778	0	227,778	0	227,778
6. MEDICAID - STATE/COUNTY:					
001057 CHD CLINIC FEES	0	360,500	360,500	0	360,500
MEDICAID TOTAL	0	360,500	360,500	0	360,500
7. ALLOCABLE REVENUE - STATE:					
	0	0	0	0	0
ALLOCABLE REVENUE TOTAL	0	0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE					
ADAP	0	0	0	1,214,862	1,214,862
PHARMACY DRUG PROGRAM	0	0	0	23,231	23,231
WIC PROGRAM	0	0	0	5,581,582	5,581,582
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	30,580	30,580
IMMUNIZATIONS	0	0	0	1,171,733	1,171,733
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	8,021,988	8,021,988
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	337,649	337,649	0	337,649
DIRECT COUNTY CONTRIBUTIONS TOTAL	0	337,649	337,649	0	337,649
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY					
001025 CHD CLINIC FEES	0	43,207	43,207	0	43,207
001073 340B PRESCRIPTION DRUG SERVICE AGREEMENT	0	101,665	101,665	0	101,665
001077 CHD CLINIC FEES	0	167,622	167,622	0	167,622
001094 CHD LOCAL ENVIRONMENTAL FEES	0	182,903	182,903	0	182,903
001110 VITAL STATISTICS CERTIFIED RECORDS	0	450,000	450,000	0	450,000
FEES AUTHORIZED BY COUNTY TOTAL	0	945,397	945,397	0	945,397

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department

October 1, 2019 to September 30, 2020

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
001029 CHD CLINIC FEES	0	600,000	600,000	0	600,000
001090 CHD CLINIC FEES	0	5,050	5,050	0	5,050
008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	93,612	93,612	0	93,612
010300 STATE UNDERGROUND PETROLEUM RESPONSE ACT	0	5,000	5,000	0	5,000
010300 PETROLEUM STORAGE TANK DEP COMPLIANCE CONTRACT	0	354,015	354,015	0	354,015
010500 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	178,775	178,775	0	178,775
011000 INDIGENT CARE PROGRAM	0	60,000	60,000	0	60,000
011001 CHD HEALTHY START COALITION CONTRACT	0	521,777	521,777	0	521,777
015020 PETROLEUM STORAGE TANK CLEANUP CONTRACT	0	1,153,742	1,153,742	0	1,153,742
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	-227,793	-227,793	0	-227,793
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	2,744,178	2,744,178	0	2,744,178
12. ALLOCABLE REVENUE - COUNTY					
	0	0	0	0	0
COUNTY ALLOCABLE REVENUE TOTAL	0	0	0	0	0
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
UTILITIES	0	0	0	0	0
BUILDING MAINTENANCE	0	0	0	0	0
GROUNDS MAINTENANCE	0	0	0	0	0
INSURANCE	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	0	0
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	9,275,736	4,387,724	13,663,460	8,021,988	21,685,448

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2019 to September 30, 2020

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	7.02	6,567	8,161	115,880	135,160	135,160	115,880	193,374	308,706	502,080
SEXUALLY TRANS. DIS. (102)	11.38	1,856	3,093	174,603	203,653	203,653	174,602	756,511	0	756,511
HIV/AIDS PREVENTION (03A1)	7.50	0	1,305	111,832	130,439	130,439	111,832	484,542	0	484,542
HIV/AIDS SURVEILLANCE (03A2)	1.43	0	5	21,770	25,392	25,392	21,769	94,323	0	94,323
HIV/AIDS PATIENT CARE (03A3)	5.15	9	87	95,675	111,593	111,593	95,674	312,870	101,665	414,535
ADAP (03A4)	4.29	2	250	55,016	64,169	64,169	55,015	238,369	0	238,369
TUBERCULOSIS (104)	2.66	9	253	41,149	47,995	47,995	41,148	176,287	2,000	178,287
COMM. DIS. SURV. (106)	2.37	0	2,538	41,021	47,845	47,845	41,021	177,732	0	177,732
HEPATITIS (109)	0.96	155	166	12,566	14,657	14,657	12,566	54,446	0	54,446
PREPAREDNESS AND RESPONSE (116)	3.92	0	0	81,227	94,741	94,741	81,228	351,937	0	351,937
REFUGEE HEALTH (118)	0.07	14	49	1,773	2,068	2,068	1,774	7,683	0	7,683
VITAL RECORDS (180)	3.74	22,764	49,573	64,738	75,510	75,510	64,740	0	280,498	280,498
COMMUNICABLE DISEASE SUBTOTAL	50.49	31,376	65,480	817,250	953,222	953,222	817,249	2,848,074	692,869	3,540,943
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	12.67	18,030	1,223	245,198	285,994	285,994	245,198	1,039,812	22,572	1,062,384
WIC (21W1)	27.50	11,872	102,105	432,817	504,828	504,828	432,817	1,826,294	48,996	1,875,290
TOBACCO USE INTERVENTION (212)	2.42	0	128	50,506	58,909	58,909	50,506	214,519	4,311	218,830
WIC BREASTFEEDING PEER COUNSELING (21W2)	1.96	0	2,994	24,050	28,051	28,051	24,049	100,712	3,489	104,201
FAMILY PLANNING (223)	8.49	1,158	2,209	130,488	152,198	152,198	130,489	315,325	250,048	565,373
IMPROVED PREGNANCY OUTCOME (225)	0.00	0	0	0	0	0	0	0	0	0
HEALTHY START PRENATAL (227)	3.63	1,136	4,791	66,036	77,023	77,023	66,036	93,911	192,207	286,118
COMPREHENSIVE CHILD HEALTH (229)	5.60	1,472	1,999	82,400	96,110	96,110	82,399	151,227	205,792	357,019
HEALTHY START CHILD (231)	4.69	733	3,548	81,069	94,557	94,557	81,067	6,867	344,383	351,250
SCHOOL HEALTH (234)	11.38	0	652,541	255,172	297,627	297,627	255,171	991,700	113,897	1,105,597
COMPREHENSIVE ADULT HEALTH (237)	7.39	511	1,076	133,603	155,831	155,831	133,602	437,943	140,924	578,867
COMMUNITY HEALTH DEVELOPMENT (238)	1.20	0	75	20,761	24,215	24,215	20,762	89,953	0	89,953
DENTAL HEALTH (240)	0.00	0	0	87,421	101,966	101,966	87,422	0	378,775	378,775
PRIMARY CARE SUBTOTAL	86.93	34,912	772,689	1,609,521	1,877,309	1,877,309	1,609,518	5,268,263	1,705,394	6,973,657
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.71	781	781	12,378	14,437	14,437	12,377	46,925	6,704	53,629
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.07	21	74	1,040	1,212	1,212	1,040	4,197	307	4,504
PUBLIC WATER SYSTEM (358)	0.01	0	4	207	242	242	208	838	61	899
PRIVATE WATER SYSTEM (359)	0.00	0	0	0	0	0	0	0	0	0
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	4.95	926	2,166	96,194	112,198	112,198	96,194	209,664	207,120	416,784
Group Total	5.74	1,728	3,025	109,819	128,089	128,089	109,819	261,624	214,192	475,816
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.79	143	91	11,349	13,237	13,237	11,348	45,454	3,717	49,171
FOOD HYGIENE (348)	1.34	260	681	20,194	23,554	23,554	20,193	47,483	40,012	87,495

ATTACHMENT II

ESCAMBIA COUNTY HEALTH DEPARTMENT

Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2019 to September 30, 2020

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd	3rd	4th			
				(Whole dollars only)						
BODY PIERCING FACILITIES SERVICES (349)	0.05	3	19	735	858	858	735	2,967	219	3,186
GROUP CARE FACILITY (351)	0.70	294	352	10,950	12,772	12,772	10,950	21,546	25,898	47,444
MIGRANT LABOR CAMP (352)	0.00	0	0	0	0	0	0	0	0	0
HOUSING & PUB. BLDG. (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARK (354)	0.83	421	1,015	12,011	14,009	14,009	12,011	48,047	3,993	52,040
POOLS/BATHING PLACES (360)	2.46	557	1,251	41,910	48,882	48,882	41,910	119,792	61,792	181,584
BIOMEDICAL WASTE SERVICES (364)	1.92	442	1,306	28,144	32,826	32,826	28,143	112,801	9,138	121,939
TANNING FACILITY SERVICES (369)	0.04	42	6	646	754	754	646	2,229	571	2,800
Group Total	8.13	2,162	4,721	125,939	146,892	146,892	125,936	400,319	145,340	545,659
Groundwater Contamination										
STORAGE TANK COMPLIANCE SERVICES (355)	21.74	413	689	373,170	435,257	435,257	373,169	365,005	1,251,848	1,616,853
SUPER ACT SERVICES (356)	0.21	50	68	3,446	4,019	4,019	3,446	8,929	6,001	14,930
Group Total	21.95	463	757	376,616	439,276	439,276	376,615	373,934	1,257,849	1,631,783
Community Hygiene										
COMMUNITY ENVIR. HEALTH (345)	0.12	0	71	2,388	2,786	2,786	2,388	9,795	553	10,348
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	1.15	0	2,358	15,178	17,703	17,703	15,178	60,294	5,468	65,762
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.00	0	0	0	0	0	0	0	0	0
RABIES SURVEILLANCE (366)	0.83	11	992	12,585	14,679	14,679	12,585	3,072	51,456	54,528
ARBORVIRUS SURVEIL (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.26	0	323	3,741	4,363	4,363	3,740	14,978	1,229	16,207
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	1.93	0	0	71,697	83,626	83,626	71,696	1,882	308,763	310,645
Group Total	4.29	11	3,744	105,589	123,157	123,157	105,587	90,021	367,469	457,490
ENVIRONMENTAL HEALTH SUBTOTAL	40.11	4,364	12,247	717,963	837,414	837,414	717,957	1,125,898	1,984,850	3,110,748
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	7,732	9,018	9,018	7,733	33,501	0	33,501
MEDICAID BUYBACK (611)	0.00	0	0	1,064	1,241	1,241	1,065	0	4,611	4,611
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	8,796	10,259	10,259	8,798	33,501	4,611	38,112
TOTAL CONTRACT	177.53	70,652	850,416	3,153,530	3,678,204	3,678,204	3,153,522	9,275,736	4,387,724	13,663,460

ATTACHMENT III
ESCAMBIA COUNTY HEALTH DEPARTMENT
CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

**ATTACHMENT V
 ESCAMBIA COUNTY HEALTH DEPARTMENT
 SPECIAL PROJECTS SAVINGS PLAN**

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2018-2019*	\$ 0	\$ 80,882	\$ 80882
2019-2020**	\$ 0	\$ 0	\$ 0
2020-2021***	\$ 0	\$ 0	\$ 0
2021-2022***	\$ 0	\$ 0	\$ 0
PROJECT TOTAL	\$ 0	\$ 80882	\$ 80882

SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN

PROJECT NUMBER: 71817100

PROJECT NAME: Fire Alarm System

LOCATION/ADDRESS: 1300 West Gregory Street, Pensacola

PROJECT TYPE:

NEW BUILDING	<input type="checkbox"/>	ROOFING	<input type="checkbox"/>
RENOVATION	<input type="checkbox"/>	PLANNING STUDY	<input type="checkbox"/>
NEW ADDITION	<input type="checkbox"/>	OTHER	<input checked="" type="checkbox"/>

SQUARE FOOTAGE: 0

PROJECT SUMMARY: *Design and install a fire alarm system in a two-story, 25,000 SF structure to include voice notification in the event of emergencies and carbon monoxide detection.*

START DATE (Initial expenditure of funds) : 9/1/2018

COMPLETION DATE: 11/30/2019

DESIGN FEES: \$ 12,000.00

CONSTRUCTION COSTS: \$ 78,000.00

FURNITURE/EQUIPMENT: \$ 0

TOTAL PROJECT COST: \$ 80882

COST PER SQ FOOT: \$ 0

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

* Cash balance as of 9/30/19
 ** Cash to be transferred to FCO account.
 *** Cash anticipated for future contract years.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17329

County Administrator's Report 9.3.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: Cox Business Commercial Services Agreement

From: CLARA LONG, Acting Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract for the Cox Business Commercial Services Agreement - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract for the Cox Business Commercial Services Agreement for Brentwood Park, located at 500 Palafox Parkway and Westernmark Park, located at 4334 Erress Boulevard:

A. Approve the Cox Business Commercial Services Agreement including Exhibit A for internet services and wireless capabilities for security surveillance cameras at both Brentwood Park and Westernmark Park, in the amount of \$8,976, plus one-time activation & setup fee of \$1,050; and

B. Authorize the County Administrator or designee to sign the Cox Business Commercial Services Agreement for a full term of five years, and thereafter from year-to-year until terminated by notice to either party.

Project located in District 3.

[Funding: Fund, 151, CRA Oakfield Palafox TIF, Cost Center 370115]

BACKGROUND:

These additional safety improvements are needed due to crime rates, illegal activities, and blight conditions for these neighborhoods in the Palafox CRA district. CRA has already installed additional LED roadway lights, installed sidewalks in various neighborhoods, and continues to reduce blight through property acquisitions and demolitions. These projects are consistent with the County's mission in that we are working to meet common needs, and to promote a safe and

healthy community.

Cox Business Commercial Services Agreement includes the General Terms which are hereby incorporated into this Agreement by reference. By executing this Agreement and/or using or paying for the services, customer acknowledges that it has read, understood and agreed to be bound by the general terms. Cox Business General Terms: A3(a) - Termination by Customer at any time during the 60-month term will require payment of a termination fee equal to 100% of all non-recurring and monthly recurring charges for the remainder of the term; A4 - In the event of default, Cox may terminate service and require payment of the aforementioned termination fee, as well as any interest, costs of collection, and attorney's fees; A27 - Allowing assignment of the Agreement without customer's consent; A32- Requiring waiver of the right to trial by jury.

This Agreement shall automatically renew for one year terms (each an "extended term") unless a party gives the other party written termination notice at least 30 days prior to the expiration of the initial term or then current extended term. Attached are the Cox Business Commercial Services Agreement including Exhibit A and Map of Site Projects.

BUDGETARY IMPACT:

Funds are available in CRA Palafox TIF, Fund 151, Cost Center 370115.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Cox Business Commercial Services Agreement has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney. Legal advises the Board to note that early termination of the five-year Agreement will require payment of all unpaid charges for the remainder of the Agreement terms.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle the processing of this Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

After Board approval, NHS/CRA staff will coordinate with Cox Cable, County IT Department, Purchasing Dept, and Parks & Recreation Dept for further implementations of this project.

Attachments

CoxCommericalSvcAgreement Feb2020

Cox Account Rep:	Carol Knight	Cox System Address:
Phone Number:	850-393-5478	3405 McLemore Drive
Fax Number:	877-873-7044	Pensacola, FL 32514

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	Escambia County Community Redevelopment Agency	Full Name:	Maxwell Rogers
Street Address:	6575 N W ST	Billing Contact:	850-595-3499
City/State/Zip:	Pensacola, FL 32505	Fax:	
Billing Address:	221 Palafox Pl Suite 305	Contact Number:	850-595-3499
City/State/Zip:	Pensacola , Florida 32502	Email Address:	mprogers@myescambia.com
Cox Account #:	135-0000000-00		
Merge Bill	No		
Taxes and Fees Not Included			

Service Address: 6575 N W ST, Pensacola, FL, 32505					Phone: 850-595-3499		
					Cox Account ID: 135-0000000-00		
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-50Mb UNI Intrastate		1	\$324.00	60	New	\$324.00	
Metro E Install		1	\$350.00				\$350.00
Metro E-Install EVC Intrastate		1	\$0.00				\$0.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for Escambia County Community Redevelopment Agency:			MRC:	\$324.00	NRC:	\$350.00	Equipment Cost: \$0.00

Service Address: 4334 ERRESS BLV #CAMERA, Pensacola, FL, 32505					Phone: 850-595-0835		
					Cox Account ID: 135-0000000-00		
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-HFC 20/20 UNI Intrastate		1	\$212.00	60	New	\$212.00	
Metro E Install		1	\$350.00				\$350.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for Escambia County Community Redevelopment Agency:			MRC:	\$212.00	NRC:	\$350.00	Equipment Cost: \$0.00


Service Address: 500 PALAFOX PKWY #Camera, Pensacola, FL, 32505					Phone: 850-595-0835		
					Cox Account ID: 135-0000000-00		
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Type	Service Charges	
						Monthly Recurring	One Time Activation & Setup Fees
Metro E-HFC 20/20 UNI Intrastate		1	\$212.00	60	New	\$212.00	
Metro E Install		1	\$350.00				\$350.00
Equipment Description			Quantity		Unit Price		Total Fee
Totals for Escambia County Community Redevelopment Agency:			MRC:	\$212.00	NRC:	\$350.00	Equipment Cost: \$0.00
Totals for all Accounts :		MRC:	\$748.00	NRC:	\$1,050.00	Equipment Cost: \$0.00	

Special Conditions

*Notwithstanding anything herein to the contrary, all payments and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, 218.70, et seq., Florida Statutes, as amended. Any indemnification provisions are subject to the limitations provided in 768.28, Florida Statutes. Nothing contained herein is intended to serve as a waiver of sovereign immunity and nothing herein shall be construed as consent by Customer to be sued by third parties in any matter arising out of this Agreement. Customer hereby opts out of any Mandatory Binding Arbitration requirement. The Parties agree to remove General Terms, Section A32(A) and Section A32(C)-(H) from this Agreement.

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	Cox Communications Gulf Coast, LLC; Cox Florida Telcom, LP
Signature:	Signature: 
Print: JANICE P. GILLEY	Print: Chris Munro
Title Position: County Administrator	Title Position: Manager
Date:	Date: 11/26/19

Approved as to form and legal sufficiency.

By/Title: 
Date: 1/14/20

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



GENERAL TERMS

Last Updated: March 14, 2019

These additional terms and conditions (these "General Terms") supplement the terms and conditions set forth in the (i) Commercial Services Agreement entered into by and between Cox and Customer (the "CSA"); (ii) Master Retail Services Agreement entered into by and between Cox and Customer (the "MSA"), or (iii) any other written agreement entered into by and between Cox and Customer in which these General Terms are incorporated, whichever is applicable. References in these General Terms to "Agreement" shall mean (i) the CSA, MSA, or other written agreement in which these General Terms are incorporated between Cox and Customer, whichever is applicable, (ii) these General Terms, (iii) the Service Terms (if the CSA is applicable), (iv) the Cox tariffs, as applicable, (v) the Cox Business Acceptable Use Policy ("AUP") located at coxbusiness.com/acceptableusepolicy, (vi) the Service Guides ("SG"), as applicable, and (vii) all other policies or documents expressly referenced or linked herein. The commercial services ordered by Customer in the Agreement shall each be defined as a "Service" and collectively be defined as the "Services".

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- A. Terms and Conditions Applicable to All Services
- B. Terms and Conditions Applicable to Internet and Network Services
- C. Terms and Conditions Applicable to Voice and Tariffed Services
- D. Terms and Conditions Applicable to Video Services
- E. Terms and Conditions Applicable to Other Services

A. Terms and Conditions Applicable to All Services

A1. Billing and Payments.

(a) **Payment.** Customer shall pay Cox all monthly recurring charges ("MRCs"), all usage charges for Services, and all non-recurring charges ("NRCs"), if any, by the due date on the invoice which shall be at least thirty (30) days from Cox's issuance of the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. No interest will be paid on deposits unless required by law. If Cox permits Customer to pay any amount due via separate installment payments, Customer acknowledges that such installment payments are provided as a courtesy only and Customer remains liable for the full amount due.

If Customer provides Cox with any account information, such as its bank account and routing numbers or credit or debit card details, Cox may store that information and use it to administer Customer's account, confirm charges, detect and prevent fraud, verify identity, and process payments to Customer's account that Customer requests in the future by telephone, mobile app, internet, or otherwise. Additionally, Cox may, without prior notice to Customer, use Customer's stored account information to initiate credit or debit entries to its account as necessary to correct any mistakes or amendments in billing, payments, or collection.

(b) **Taxes, Fees, and Surcharges.** As applicable to the Service(s), Customer shall also pay all applicable taxes, fees, and surcharges including, without limitation, sales, use, gross receipts, and/or excise taxes, access fees, universal service fund assessments, 911/E911 fees, franchise fees, bypass fees, other local, State and Federal taxes, surcharges, and any other assessments or charges (however described or designated) which are imposed on Cox's provision and/or Customer's use of the Services (collectively, "Taxes, Fees, and Surcharges"). Cox may also impose additional Taxes, Fees, and Surcharges on Customer to recover amounts that Cox is required or permitted by governmental or quasigovernmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs, plus

a commercially reasonable amount to recover the administrative costs associated with such charges or programs. The amount of these Taxes, Fees, and Surcharges may vary. Taxes, Fees, and Surcharges will be separately stated on the Customer's invoice. Customer shall be responsible for all Taxes, Fees, and Surcharges (excluding taxes on Cox's income) related to the provision or use of the Services by the due date on the invoice. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. Customer is responsible for the payment of any such Taxes, Fees, and Surcharges that subsequently become applicable retroactively. A surcharge, fee or tax is imposed on all charges for service originating at addresses in States which levy, or assert a claim of right to levy, a gross receipts tax on Cox's operations in any such State, or a tax on interstate access charges incurred by Cox for originating access to telephone exchanges in that State. This surcharge, fee or tax is based on the particular State's receipts tax and other State taxes imposed directly or indirectly upon Cox by virtue of, and measured by, the gross receipts or revenues of Cox in that State and/or payment of interstate access charges in that State. In the event that Customer believes that, with respect to the Services provided hereunder, Customer is tax-exempt under Federal or State law, Customer shall submit to Cox written verification of Customer's tax-exempt status including exemption certificates or State resale certificates acceptable to Cox and to the relevant jurisdiction. A non-exhaustive list of certain surcharges and fees which may apply to the Services ordered by Customer are posted at <https://www.cox.com/business/support/taxes-fees-and-surcharges-for-cox-services.html> and [coxbusiness.com/cbsurchargesandfees](https://www.cox.com/business/support/taxes-fees-and-surcharges-for-cox-services.html), both of which are incorporated into the Agreement by this reference. Other Taxes, Fees, and Surcharges may apply as determined solely by Cox. All Taxes, Fees, and Surcharges may be changed by Cox at any time with or without notice.

(c) **Billing Disputes.** Amounts reasonably disputed by Customer in good faith shall not be due and payable for a period of thirty (30) days following the invoice due date ("Due Date") for such charges, provided Customer: (i) pays all undisputed charges on or before the Due Date, (ii) presents a written statement of any billing discrepancies to Cox in reasonable detail together with appropriate supporting documentation on or before the Due Date of the invoice in question, and (iii) negotiates

in good faith with Cox for the purpose of resolving such dispute within said thirty (30) day period. In the event such dispute is mutually agreed upon and resolved in favor of Cox, Customer agrees to pay Cox the disputed amounts together with any applicable late fees within ten (10) days of the resolution (the "Alternate Due Date"). If such dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges and the applicable late fees, if any were paid by Customer, on the following month's invoice. If Cox has responded to Customer's dispute in writing and the parties fail to mutually resolve or settle the dispute within such thirty (30) day period (unless Cox has agreed in writing to extend such period), all disputed amounts together with the late fees shall become due and payable, and this provision shall not be construed to prevent Customer from pursuing any legal remedies as provided in this Agreement. Cox shall not be obligated to consider any notices of billing discrepancies from Customer which are received by Cox more than thirty (30) days following the Due Date of the invoice in question. Cox reserves the right to invoice and collect any amounts that it failed to bill or collect in previous invoices at any time.

A2. **Service Start Date and Term.** The Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth in the Agreement. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox may also offer to expedite the availability of Services with the payment of an expedite fee by Customer. While Cox will make good faith efforts to expedite Service availability if Customer pays the expedite fee, Cox makes no guarantee that Service availability will be expedited or that Services will become available on any specific date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of

this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term(s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate. Customer is subject to credit approval and Customer authorizes Cox to check credit.

A3. **Termination.**

(a) **Termination by Customer.** Customer may terminate any Service before the end of the Term as stated in the Agreement upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. This provision survives termination of the Agreement.

(b) **Disconnection Requests.** Customer agrees to provide Cox with at least thirty (30) days written notice before terminating any Service or this Agreement, including Services that are on a month-to-month term. Cox may take up to thirty (30) days after the date of Customer's disconnection request to schedule and complete the Service disconnection. In addition to all applicable early termination fees which will be calculated beginning on the date the Services are actually terminated, Cox may charge Customer, and Customer shall pay Cox, the applicable monthly recurring charge for the Service up until the date the Service is actually disconnected by Cox.

(c) **Termination by Cox.** Cox may terminate Service(s) and/or this Agreement, in whole or in part, upon notice to Customer and without liability to Cox for any of the following reasons: (i) Customer's nonpayment of a bill within the payment period prescribed; (ii) Customer's failure to make a security deposit as requested by Cox; (iii) Customer's violation of, or noncompliance with, any provision of law; (iv) Customer's or any third party's refusal to permit Cox access to the Premises, including, without limitation, for installation, repair, recovery, maintenance, and/or inspection; (v) Customer's interconnection of a device, line, or channel to Cox's facilities or equipment contrary to Cox's or industry standards; (vi) Customer's use of Services in such manner as to interfere with service to other customers; (vii) Customer's abandonment of the Service; (viii) Customer's impersonation of another with fraudulent intent or other acts, whether real or perceived, to defraud Cox or others; (ix) Customer's use of the Services in a manner reasonably expected to frighten, abuse, torment, harm, or harass another; (x) Customer engages in threatening, harassing or vexatious behavior towards Cox or its employees; (xi) Customer or its equipment, or anyone acting on Customer's behalf, interferes with the operational integrity of Cox's network; or (xii) Customer makes an assignment for the benefit of creditors or files for bankruptcy protection under the United States bankruptcy code. Customer shall be liable for the early termination fee described in paragraph (a) above if Cox terminates Service(s) or this Agreement for any of the reasons enumerated in (i) through (xii). To protect itself and/or its other customers, Cox may suspend or disconnect a Customer's Service without prior notice for violation of the above subsections that threaten or harm Cox's network reliability or for fraudulent or malicious intent or other acts, whether real or perceived, to defraud Cox or others.

Cox may also terminate Service(s) and/or this Agreement, in whole or in part, and without liability to Cox, upon thirty (30) days written notice to Customer (unless stated otherwise below) for any of the following reasons: (i) signal interference with any Service that Cox cannot resolve with commercially reasonable efforts; (ii) there is a material increase in Cox's costs to provide the Service; (iii) Cox's franchise authority or other governmental authorization is cancelled or terminated; (iv) Cox's pole attachment/conduit use rights are terminated or become subject to such restrictions or conditions that continuation of this Agreement is impracticable or prohibited; or (v) there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency that affects (in Cox's sole determination) Cox's ability to provide the Services. Cox may also immediately terminate Service(s) and/or this Agreement prior to activation of Service without liability to Cox if Cox determines, in its sole discretion, that the cost of providing Service(s) is unreasonable, excessive, and/or unexpected. Further, Cox may terminate any Service(s) and/or the Agreement for its convenience on sixty (60) days written notice to Customer without any liability to Cox.

(d) **Discontinued or Modified Service.** Cox may, in its sole discretion, choose to suspend, modify, or discontinue a Service (or any feature of a Service) provided to Customer without liability to Cox and such action by Cox shall not be a breach of contract or Default by Cox under this Agreement. The Customer acknowledges and understands that technology and capabilities are subject to change during the Term of the Agreement. Cox makes no guarantees that any particular feature, or even any entire Service, will be available throughout the Term. Cox agrees to provide Customer with at least thirty (30) days written notice prior to discontinuing a Service (or any feature of a Service) that Customer has recently been using.

Further, Cox may, in its sole discretion, move Customer to a substantially similar or better Service at any time without increasing Customer's MRC. For example, Cox may move Customer from a standard Cox Business Internet (CBI) Service to a fiber-based connection. All Services shall continue to be subject to all restrictions, terms, and conditions in this Agreement. Customer shall cooperate with Cox to facilitate the Service change. Cox will make good faith efforts to minimize disruption, but there may

be some disruption as Services are moved, including, without limitation, that IP addresses may change.

(e) Cox may, in its commercially reasonable discretion, immediately terminate, suspend, and/or refuse to provide Services to any party engaged in the adult, gaming or gambling industries or any party engaged in offshore activities which are illegal under US law, or any party engaged in illegal activities or any party which is operating or located in embargoed countries.

A4. **Default.** If either Cox or Customer (each a "Party") fails to perform any material term, provision, covenant, condition, agreement, or obligation under this Agreement, and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the other Party, or within ten (10) days after receiving notice of the breach from the other Party if the breach is the result of any late payment, such Party shall be deemed in "Default" under this Agreement. In this event, the non-Defaulting Party shall be entitled to pursue any and all remedies available at law or in equity but subject to the limitations contained in this Agreement. If any non-monetary Default cannot be cured within the applicable cure period set forth above, an event of Default does not occur if the Defaulting Party commences to cure the Default within the applicable cure period and diligently completes the cure as soon as reasonably practicable, but in any event within sixty (60) days after receiving the Default notice. Notwithstanding the foregoing, if Customer is in Default during the Term of this Agreement, then Cox may pursue one or more of the following courses of action upon notice to Customer as required by tariff or applicable law: (i) terminate Service whereupon all sums then due and payable, including any applicable termination fees, shall become immediately due and payable, or (ii) suspend all or any part of Services, in addition to pursuing any and all remedies, including reasonable attorneys' fees, available at law or in equity. If Customer is in Default for failing to pay any amount due, Customer shall also be liable for any applicable interest, costs of collection (including attorneys' fees and third party agent collection fees), late fees (subject to state law and regulations), door collection fees, bank fees and any other applicable fees, charges or payments (collectively, "Collection Fees"). Any balance amount that remains delinquent may be referred to a third party for collections. In the event

arbitration or suit, as the case may be, is brought or any attorney is retained by Cox to collect any payments which are past due hereunder and/or to enforce any provision of the Agreement and Cox prevails, Cox shall be entitled to recover, in addition to any other remedy, reimbursement for Collection Fees, reasonable attorneys' fees, litigation and arbitration costs, expert witness fees, and court costs incurred in connection therewith, in addition to all other relief a court may award.

A5. **Customer Responsibilities.** Customer is responsible for all internal wiring, Customer equipment (e.g. Customer phones, handsets, keystones, etc.), installation of hardware and software on Customer equipment, and arranging all necessary rights of access for Cox including space for cables, conduits, and Cox Equipment (defined herein) as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace, or remove any and all Cox Equipment. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox Equipment. Customer shall use the Services in compliance with all applicable laws, regulations, and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. Customer is responsible for ensuring that Customer's equipment is compatible with the Services selected and with the Cox network. Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with Cox's Service, that the signals emitted into Cox's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth herein, and that the signals do not damage Cox Equipment, injure its personnel or degrade service to other Customers. The magnitude and character of the voltages and currents impressed by Customer or its equipment on Cox Equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Cox Equipment and wiring or injury to Cox's employees or other persons. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Cox personnel, Cox Equipment, or the quality of service to other customers, Cox may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Cox may, upon written notice, terminate

the Customer's service without liability. Cox shall not be liable for Customer's failure to fulfill any of its obligations and/or responsibilities, including those stated in this paragraph.

A6. Customers With Building Alarm or Security Systems.

Customer shall be solely responsible for (i) all fire, security, surveillance or other alarm or automation equipment and systems, including any installation, inspection, maintenance, testing or monitoring relating thereto, (ii) ensuring the compatibility of the Service(s) with any such equipment and systems, and (iii) monitoring any battery back-up (including requesting a replacement battery upon battery exhaustion) provided by Cox in connection with the Service(s). Customer represents and warrants that its use of the Service(s) with any fire, security, surveillance or other alarm or automation equipment or system shall comply with all Federal, State or local laws, regulations, codes or requirements, including without limitation the National Fire Alarm and Signaling Code (as published by the National Fire Protection Association) and the International Fire Code (as published by the International Code Committee), as applicable. For the avoidance of doubt, any alarm, fire, security, surveillance, or other alarm or automation systems and related services, including video and monitoring service relating thereto, provided to Customer by Cox or its Affiliates will be provided pursuant to the terms of conditions of a separate Cox Security Services Agreement, and not this Agreement.

A7. Equipment. Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to equipment provided by Cox (the "Cox Equipment"), and Customer shall not create or permit to be created any liens or encumbrances on Cox Equipment. All Cox Equipment, including, without limitation, equipment, network and transmission facilities used by Cox to provide the Services under this Agreement, is the sole and exclusive property of Cox. Internal wiring beyond the Demarcation Point shall not be considered Cox Equipment, and shall become the property of Customer upon installation of Service. At Cox's sole option, other wiring and cabling may remain on the Customer premises following the expiration or earlier termination of the Agreement. For video Services, Cox shall install Cox Equipment necessary to furnish the video Service up to the Demarcation Point (as defined herein) of Customer's, or any

applicable end user's as the case may be, service location(s) (such location(s) referred to herein as the "Premises") except that Customer shall be required to rent additional equipment from Cox for an additional fee if Cox transitions its analog channels to digital. Customer may also be required to provide a Customer Internal Distribution System (as defined below), depending upon the nature of the Services purchased by Customer. Customer shall use the Cox Equipment only to receive the Services and shall not modify or relocate Cox Equipment without Cox's prior written consent. Customer shall not permit tampering, altering, or repair of the equipment by any person other than Cox's authorized personnel. Customer shall, at the expiration or termination of this Agreement, return the Cox Equipment in good condition, ordinary wear and tear excepted. Customer is responsible for ensuring that Cox has reasonable continuous access at the Premises to the Cox Equipment (including, as the case may be, unoccupied guest rooms, etc.), the Demarcation Point and, if needed, the Customer Internal Distribution System for purposes of installation, connection/disconnection, transferring, inspecting, maintaining, repairing, upgrading, swapping, servicing and/or removing the Cox Equipment and/or the Customer Internal Distribution System, and to do all other things reasonably necessary to provide the Services as determined by Cox. Cox has the right to change, modify, rearrange, or swap the Cox Equipment at any time and Customer acknowledges that said changed, modified, rearranged, or swapped Cox Equipment may have different or fewer capabilities and features. Customer shall operate any Cox Equipment in accordance with the instructions of Cox or Cox's agent. Upon and after expiration or earlier termination of the Agreement, Cox shall have the right to enter the Premises to remove and retrieve the Cox Equipment. Such right of entry shall expressly survive the expiration or earlier termination of the Agreement. Customer is solely responsible for any damage to the Cox Equipment unless caused by the sole gross negligence or intentional misconduct of Cox. In the event the Cox Equipment is damaged, destroyed, or is not returned to Cox in good condition, Customer shall be responsible for the replacement value of the Cox Equipment. Customer may use the Services and the Cox Equipment for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer

shall use the Cox Equipment only for the purpose of receiving the Services. Cox may charge Customer a maintenance fee for routine maintenance of any Cox Equipment, provided however that Cox is not responsible for repairing or replacing any Cox Equipment that is damaged due to misuse, abuse, vandalism, or theft.

For certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement.

If additional equipment, including but not limited to, televisions, monitors, computers, circuits, software, or other devices, are required by Customer to use the Services, Customer shall be solely responsible for providing such equipment. Cox shall not be responsible for the installation, operation or maintenance of any Customer provided equipment. Cox shall not be responsible for the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by Customer provided equipment; or network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

A8. Customer Internal Distribution System. In connection with certain Services, Customer may be required to provide a Customer Internal Distribution System for purposes of delivering the Service from the hand-off at the Demarcation Point to its final destination. The "Customer Internal Distribution System" shall mean all distribution plant and associated electronics, wiring and equipment necessary to distribute the Service to the designated locations on the Premises, but the Customer Internal Distribution System does not include any Cox Equipment. If the Customer Internal Distribution System exists on the Premises on the date of execution of the Agreement, Cox shall inspect such system, at Customer's expense, to determine if it meets Cox's expectations and requirements for delivery of the purchased Services. If the Customer Internal Distribution System is usable, as reasonably determined by Cox, Customer grants Cox, during the Term of this Agreement, the exclusive right to use the Customer Internal Distribution System to deliver the Service to the Premises, unless otherwise expressly agreed to by the parties in writing. Cox reserves the right

to discontinue the Service immediately if it is determined that the Customer Internal Distribution System is violating FCC signal leakage specifications or other applicable laws, rules and codes. Cox shall have the right to modify the Customer Internal Distribution System to facilitate delivery of the applicable Services to the Premises, subject to receiving Customer's prior consent, which shall not be unreasonably withheld, conditioned or delayed. Ownership of the Customer Internal Distribution System shall remain with Customer at all times, subject to the use of such system by Cox pursuant to the Agreement. Customer, and not Cox, shall be responsible for the repair and maintenance of the Customer Internal Distribution System (including all cabling and wiring past the Demarcation Point) and agrees to keep the Customer Internal Distribution System in good working order at all times. Ownership and title to all Cox Equipment shall remain with Cox at all times. Cox shall have no obligation to repair, maintain or remove the Customer Internal Distribution System.

In the event no Customer Internal Distribution System exists within the Premises, or if the existing Internal Distribution System is not usable by Cox or up to Cox's expectations: 1) Cox may terminate the subject Services by providing Customer with written notice of termination and Cox shall have no obligation to provide the Service, or 2) Customer may have a third party install or upgrade the Internal Distribution System so that it meets Cox's expectations at Customer's sole cost and expense, or 3) Cox will provide Customer with a price quote for the cost to Customer of Cox either installing or upgrading the Customer Internal Distribution System as need be. If Customer accepts such price quote, Customer shall be obligated to pay Cox the cost thereof upon completion of installation or upgrades of the Customer Internal Distribution System.

During the Term of this Agreement, the Customer will not, nor will it permit others to (i) use the Customer Internal Distribution System (or any portion thereof) in a manner that causes interference with the Services, or adversely impacts or violates Cox's rights under the Agreement; or (ii) modify or connect any other device to the Customer Internal Distribution System if such action could reasonably be expected to interfere with Cox's rights under this Agreement. If Customer contacts Cox regarding a service problem and Cox confirms that Cox has been providing a signal to the Demarcation Point and that all Cox

Equipment is functioning correctly, Customer shall be responsible for paying Cox's standard service call fee.

A9. Representations and Warranties. Customer represents and warrants to Cox as follows: (i) Customer is authorized to perform its obligations under this Agreement; (ii) By entering into this Agreement with Cox, Customer shall not be in violation of any agreement it has with a third-party relating to the purchase of the Services; (iii) Customer is a duly organized entity in accordance with applicable law, and is qualified and authorized to do business in the location where Services are used and (iv) the person signing the Agreement is an authorized Customer representative. Customer further represents and warrants that upon payment of any invoice, Customer forever waives any claim(s) that the person signing the Agreement did not have the authority to bind the Customer and Customer shall be bound by the terms of the Agreement. Cox represents and warrants to Customer as follows: (i) the applicable Cox Affiliates are duly authorized to provide the applicable Services in the applicable "Service Areas" (as defined below); (ii) By entering into this Agreement with Customer, Cox shall not be in violation of any agreement it has with a third-party relating to the provision of Services in the Service Areas; and (iii) Cox is a duly organized entity in accordance with applicable law, and is qualified to do business in the location where Services are provided. For purposes of this Agreement, "Service Areas" shall mean the geographic locations within the continental United States where Cox provides its Services.

A10. Force Majeure. Customer shall have no claim against Cox for any failure to perform caused by (i) acts of God or natural disasters, including, without limitation, fire, flood, hurricane, inclement weather, or winds, (ii) civil or military action, including, without limitation, a national emergency, riot, civil insurrection, act of terrorism, or the taking of property by condemnation or eminent domain, (iii) strikes or labor disputes; (iv) fuel or energy shortages; (v) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (vi) delays in obtaining permits or other approvals from governmental authorities for Services provisioning; (vii) third party cable cut(s) or (viii) any other causes beyond the reasonable control of Cox (each a "Force Majeure" event).

A11. E-Rate Customers. If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program, this paragraph shall apply. Customer shall apply annually to the Schools and Libraries Division of the Universal Service Administrative Company, "SLD" for E-Rate funding and Customer shall designate Cox as its provider of Services. Customer shall also provide Cox with all documentation that is in response to all queries, inquires and requests, including, without limitation, as part of the Program Integrity Assurance (PIA) process or any other requests for documentation within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD. If Customer is denied or loses SLD funding for any reason, including but not limited to having its funding rescinded for defects in its application or filing of forms, or if Customer does not request enough funding to cover full payment for Services including for applicable Taxes, Fees and Surcharges, Customer is responsible for full payment to Cox for all Services and Cox may elect to decrease or discontinue the level of Services provided to Customer if full payment is not received. Further, as clarification, Customer is always responsible for payment in full for any E-Rate ineligible Services or charges. If full E-Rate funding is not received within six (6) months of the application date, or by the opening of the application window for the following funding year, then upon written notice to Customer, Cox may terminate the Agreement without further liability to Customer and Customer shall pay Cox an early termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term.

The auto-renewal provisions in the Agreement shall not apply for E-Rate reimbursed Services. For E-Rate reimbursed Services, the Agreement may be renewed on an annual or other basis upon mutual agreement of the parties. Customer's continued use of or payment of the Services after the expiration of the then-current Term shall be deemed Customer's consent to renew the Agreement for an additional year. The Services may be upgraded or modified at any time via a mutually agreeable written amendment to the Agreement at the upgrade service pricing identified in the Agreement, the

service pricing in Cox's proposal to Customer's solicitation for offers (RFP, RFQ, etc.), or other mutually agreeable pricing.

A12. **Compliance with AUP.** Customer (including any end users of the Service(s)) shall comply with the AUP and applicable law at all times. In particular, and without limitation, Customer (including any end users of the Service(s)) shall not use the Service or any part of the Service in any manner which infringes or violates Cox's or any third party's copyright, patent, trade secrets, trademark, moral rights, right of privacy, right of publicity, or any other proprietary rights. Customer is solely responsible for ensuring that any and all end users of the Service(s), whether authorized by Customer or not, comply with this Section, including, without limitation, Cox's AUP. Customer shall comply in all respects with the Digital Millennium Copyright Act (DMCA), including without limitation by adopting and reasonably implementing, and informing all end users of the Service(s) of, Customer's "repeat infringer" policy under Section 512(i) of the DMCA. Cox may suspend and, in appropriate circumstances, terminate any Service or a portion of any Service at any location without notice, if Cox in its sole discretion reasonably believes Customer, or any end user of the Service(s), may be violating the AUP or this Section or may be using the Service(s) in violation of applicable law, including without limitation by repeated infringement of copyright or failure to comply with the DMCA. Cox shall not be liable for Cox's suspension or termination of Services arising from an alleged or actual violation of the AUP, this Section, or applicable law. Cox's termination pursuant to this Section of any Service that is part of a bundle offering shall not be a basis for termination of this Agreement by Customer. Cox shall not be liable to Customer for any failure to enforce the AUP or this Section. The failure of Cox to enforce the AUP or this Section for any reason does not constitute a waiver of its right to do so at a later time. Any breach of this Section by Customer or any end users of the Service(s) shall be deemed a Default of this Agreement by Customer.

A13. **Privacy Policy.** Use of the Service(s) is subject to Cox's privacy policy, which is posted at <https://www.cox.com/aboutus/policies/business-annual-privacy-notice.html> and is incorporated into the Agreement by this reference. In the event of a conflict between the provisions of this Section and any provision of the privacy policy, the applicable

provision of the privacy policy shall prevail. Cox is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policy. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

A14. **Wireless Delivery.** In certain situations, Cox may deliver Services to Customer through certain wireless transport devices or wireless network facilities. If Cox is delivering Services wirelessly and there is signal interference with such Service and Cox cannot resolve the interference by using commercially reasonable efforts, then Cox may terminate the applicable Service without further liability to Customer by providing Customer with at least thirty (30) days prior written notice.

A15. **Demarcation.** The "Demarcation Point" is defined as that point where Cox's responsibility for the maintenance and operation of the equipment and network facilities to deliver the Services to Customer terminates and where Customer's responsibilities begin. The Demarcation Point will be determined solely by Cox based on the applicable Service(s) ordered by Customer. For information purposes only and without representation that this is the specific Demarcation Point for Customer, the common demarcation point (1) for Cox's telephone Service is (a) the punch-down box installed by Cox at Customer's location, (b) the telephone closet within the Premises, or (c) the Cox-owned network equipment and the desktop telephones installed by Cox at Customer's location; (2) for Cox's video Service is either, as the case may be as determined solely by Cox for the applicable Service (i) the video wall jack, or (ii) the location of the final cable connection that hands off video feeds to the Customer Internal Distribution System (as defined herein); (3) for Cox's internet Service is the Ethernet port of the internet connection provided to Customer by Cox; and (4) for Cox's Wi-Fi Services is the Wi-Fi access point. Unless otherwise agreed by the parties, Customer is solely responsible for wiring, cabling, equipment and access beyond the applicable Demarcation Point(s) (i.e. on the Customer side of said Demarcation Point(s)).

A16. **Requests to Move, Add or Change Services.** Notwithstanding anything to the contrary in this Agreement, Cox in its sole discretion may accept and process requests from Customer to

move, add or change Services under this Agreement. All moves, adds and changes are subject to Cox's approval and are subject to the terms and conditions of this Agreement. Additional charges may apply to any move, add, or change request. Customer agrees that any new or additional Services ordered by Customer are automatically subject to the terms and conditions of this Agreement. Notwithstanding anything to the contrary in the Agreement, Cox may refuse any request to modify the Services, including, without limitation, requests to increase or decrease Services or add new locations.

A17. **Truck Roll.** If a Cox technician is required to visit the Premises (a "Truck Roll"), Customer must provide Cox with contact information and any other information reasonably related to the trouble, outage, or installation. If the Cox technician is dispatched and the technical issue is determined by Cox to be the fault of a party other than Cox or if Cox is unable to complete an installation or otherwise deliver Service due to the fault of the Customer, Cox shall assess a flat Truck Roll charge to Customer plus an additional fee determined on a time-and-materials basis.

A18. **Cancelled and After-Hour Appointments.** Cox reserves the right to charge Customer a cancellation fee for missed appointments if Customer fails to cancel the appointment at least twenty-four (24) hours in advance of the scheduled appointment. Cox also reserves the right to charge Customer a fee for appointments scheduled outside of Cox's normal local business hours. The cancellation and after-hours fee will be determined by Cox at the time of Customer's cancellation request or need for an after-hours appointment.

A19. **Indemnity.** Customer shall indemnify, defend and hold Cox and its parent companies, subsidiaries, Affiliates, and Cox suppliers, contractors, distributors, licensors and business partners, as well as the officers, directors, employees, agents and representatives of each of these (each a "Cox Related Party", and collectively, the "Cox Related Parties") harmless from and against any claim, actions, or demands relating to or arising out of (a) any breach or alleged breach of this Agreement by Customer or any end users of the Services, or (b) Customer's use of the Service including without limitation: (i) any content or software displayed, distributed or otherwise disseminated by Customer, its employees, or any

end users of the Services, (ii) any claim that Customer's content or registration and maintenance of Customer's selected domain name(s), infringes on the patent, copyright, trademark or other intellectual property right of any third party; (iii) any act in violation of any laws committed by Customer, its employees, agents or any end users using the Services; and/or (iv) violation of the Cox AUP by Customer, its employees, agents or any end users of the Services.

A20. **LIMITATION OF LIABILITY/ DISCLAIMER OF WARRANTIES.** IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

COX'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE LESSER OF (I) THE FEES PAID OR OWED BY CUSTOMER UNDER THE AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE DATE THE CLAIM ARISES OR (II) ANY OTHER APPLICABLE LIMITATION ON COX'S LIABILITY.

EXCEPT AS PROVIDED IN THE AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

ADDITIONAL LIMITATIONS ON COX'S LIABILITY FOR COX INTERNET SERVICES OR ANY OTHER SERVICE, SUCH AS CERTAIN VOICE SERVICES, THAT USE THE INTERNET: THE PUBLIC INTERNET IS USED BY NUMEROUS PERSONS AND ENTITIES INCLUDING, WITHOUT LIMITATION, OTHER COX INTERNET SUBSCRIBERS. AS IS THE CASE WITH ALL SHARED NETWORKS LIKE THE PUBLIC INTERNET, THERE IS A RISK THAT CUSTOMER COULD BE SUBJECT TO "EAVESDROPPING." THIS MEANS THAT OTHER PERSONS OR ENTITIES MAY BE ABLE TO ACCESS AND/OR MONITOR CUSTOMER'S USE ON THE INTERNET. IF CUSTOMER POSTS, STORES, TRANSMITS, OR DISSEMINATES ANY SENSITIVE OR CONFIDENTIAL INFORMATION, CUSTOMER DOES SO AT ITS SOLE RISK. NEITHER COX, NOR THE COX RELATED PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT SOFTWARE PROGRAMS ARE COMMERCIALY AVAILABLE THAT CLAIM TO BE CAPABLE OF ENCRYPTION OR ANONYMIZATION. COX MAKES NO REPRESENTATION OR WARRANTY REGARDING THE EFFECTIVENESS OF THESE PROGRAMS.

A21. **Protected Health Information.** In providing its services, Cox is not and does not intend to be a business associate as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA; Pub.L. 104-191,

110 Stat. 1936, enacted August 21, 1996) regulations ("HIPAA"). Cox has only random, infrequent and incidental access to information in the provision of its Services. It is Customer's responsibility to adequately protect any patient or protected health information. Customer shall indemnify, defend, and hold harmless Cox and all Cox Related Parties from any third party claims, including without limitation, claims from Customer's patients or end users, or the Department of Health and Human Services, or any other regulatory agency or person, that arise, in whole or in part, from Customer's use of Cox Services in violation of the HIPAA regulations.

A22. **Viruses, Content, Customer Information.**

Software or content obtained from the use of Services may contain viruses or other harmful features and Customer is solely responsible for protecting its network, equipment, and software through the use of firewalls, anti-virus, and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and software. Through the use of the Services, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement or to any Cox Affiliate. Cox may delete any Internet traffic or e-mails that contains a virus or other harmful code.

A23. **Offshore Rights.** Notwithstanding any other language to the contrary between the parties, the Services and/or any indirect, ancillary or overhead service of Cox may be provided by Cox or any Cox Related Party outside the defined territories of the United States. This provision shall take precedence over any contrary terms in the Agreement.

A24. **Audit.** Except as explicitly provided in the Agreement, Customer shall have no right to review or audit any records of Cox or any Cox Related Party. If the Agreement explicitly permits the Customer to review or audit Cox's records, the following terms shall govern and take precedence: Customer's audit shall be strictly limited to reviewing documents reasonably related to billing and invoicing errors for the Services provided by Cox to Customer under the Agreement. Customer shall have no right to audit any Cox confidential

information, including information on Cox's security/IT systems or pricing information for its vendors. Audits shall be at reasonable times and locations as mutually agreed by the parties, at the sole cost of the Customer, and limited to once per calendar year. Customer shall execute a Non-Disclosure Agreement in a form acceptable to Cox prior to any audit.

A25. **Service Level Agreements.** If this Agreement expressly includes a 'Service Level Agreement' or similar agreement with terms providing the payment of service credits or monies in the event of service interruptions, missed repair objectives, service degradations, or any other outages related to the Services (collectively, an "SLA"), the following terms and conditions shall apply, and the service credits provided shall be Customer's sole and exclusive remedy for any and all service interruptions, missed repair objectives, degradations, outages or any other issue related to the Services (a "Service Interruption"):

Any amounts due from Cox to Customer under the SLA shall be in the form of service credits only. To qualify for a service credit, Customer must immediately notify Cox of any Service Interruption via the designated support telephone number. Cox will thereafter assign a trouble ticket number. Subject to any and all of the exceptions and limitations described herein, only the portion of the Service(s) experiencing a Service Interruption is eligible for a service credit and such eligibility begins only upon Cox's issuance of a trouble ticket number.

Service credits shall not be provided for any failures to meet the SLAs: (i) caused by Customer, its employees, agents or subcontractors, including without limitation any end users of the Service; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the Premises to access Cox Equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox AUP or any other misconduct or misuse of the Services by Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; (vii) due to Customer's failure to release the Service for testing and/or repair to Cox; or (viii) due to a Force Majeure event. In addition, service credits shall not apply (a) for Service Interruptions not reported by Customer to Cox promptly after Customer first

discovered the Service Interruption, (b) where Customer reports a Service Interruption, but Cox does not verify any Service Interruption, (c) to any Service locations served via a third party (i.e. Type-II site), (d) if Customer is in breach of its Agreement with Cox, (e) if Customer has a past due balance with Cox under the Agreement, or (f) if Customer is otherwise not in good financial standing with Cox. To qualify for any service credit(s), Customer must request, in writing, the service credit within thirty (30) calendar days of a qualifying Service Interruption. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms and whether a service credit is to be issued. Customer must cooperate with Cox at all times in testing, determining and verifying the occurrence of a qualifying Service Interruption. In any calendar month, Customer's combined credits for the affected Services shall be limited to no more than one (1) full MRC for the affected Services. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for service credits are subject to review and verification by Cox. If Cox is providing any Managed Service(s) (such as Managed Router or Managed Wi-Fi) to Customer in addition to the underlying transport or Internet service, Customer shall not be authorized to receive service credits under more than one SLA for any individual qualifying Service Interruption.

A26. **Resale Prohibited.** The Services covered by this Agreement are for Customer's use only. Unless expressly authorized in writing by Cox in this Agreement or formal written amendment to this Agreement, or as otherwise required by applicable law, Customer shall not resell the Service(s) (or any portion thereof) to any other person or third party. Cox may revoke its permission to allow resale at any time upon notice to Customer. Notwithstanding the foregoing, Customer shall never resell any video Services. If Cox determines that Customer is or has resold (i) any video services or (ii) any other Services without express written permission in this Agreement or formal written amendment to this Agreement, Cox may immediately terminate this Agreement (or any portion thereof) upon notice to Customer and Customer shall pay the applicable termination fee. Nothing in this Agreement shall prohibit Cox from doing business with or attempting to do business with any potential customer, even if any potential customer may have been a customer of Customer in the past or is currently purchasing services from Customer.

A27. **Assignment.** Customer may not assign or transfer any part of this Agreement without the prior written consent of Cox, which shall not be unreasonably withheld. Cox reserves the right to not disclose any Customer Proprietary Network Information (CPNI) to any third party that assumes this Agreement from Customer. Cox may assign, delegate or transfer this Agreement, in whole or in part, without Customer's consent (i) to any corporation or other entity that controls, is controlled by or is under common control with Cox (each an "Affiliate"); (ii) to any corporation or other entity resulting from a merger, acquisition, consolidation or reorganization of or with Cox; or (iii) in connection with the sale of all or substantially all of the assets of Cox. Cox Service may be provided by one or more Affiliates.

A28. **Notices.** Notices under this Agreement shall be in writing and delivered to the persons or offices of the parties stated herein. A written notification by Cox may include, without limitation, electronic notice and/or notice via an invoice, billing insert or other billing communication sent to Customer. The effective date of any notice hereunder shall be the date of delivery of such notice and not the date of mailing. The mailing addresses of the parties are set forth below: To Cox: at the address set forth on the Agreement, with a copy to: Cox Communications, Inc., 6205-B Peachtree Dunwoody Road, Atlanta, Georgia 30328, Attn: Assistant General Counsel, Cox Business, Legal Department; and to Customer at the address set forth in the Agreement.

A29. **Fraud or Misuse of the Services.** Customer shall not misuse the Services, Cox Equipment, or any Cox provided software. Such misuse includes but is not limited to: (i) violation of applicable law; (ii) use in a manner that adversely interferes with Cox's network or reputation; (iii) any unauthorized or fraudulent use of or access to the Services such as to avoid paying for Services; (iv) use in a manner that infringes the intellectual property or other rights of Cox or any third party including copying, modifying, reverse engineering, uploading, downloading or reselling any content or software; (v) sending content or messages or otherwise engaging in communications that are abusive, obscene, lewd, lascivious, filthy, excessively violent, harassing, illegal, fraudulent, threatening, defamatory or an invasion of privacy; (vi) modifying or tampering with Cox Equipment in

any manner other than as expressly authorized by Cox; (vii) engaging in telemarketing, fax broadcasting, spam, junk or other unsolicited email; (viii) intercepting a third party's communications or accessing or attempting to access another party's account or otherwise circumvent any security measures; (ix) uploading any virus, worm or malicious code; (x) using automated connections that allow web broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer file sharing; (xi) using as a substitute or back-up for private lines, or full-time or dedicated data connections; (xii) network hacking and "denial of service" attacks; (xiii) using unauthorized software or devices to maintain continuous active Internet connections when the connection would otherwise have entered idle mode; (xiv) engaging in 'robocalling' or continuous or extensive call forwarding or long distance abuse; or (xv) auto dialers, power dialers, any type of automatic outbound dialing or predictive calling/dialing system, or the functional equivalent of any of these systems. Customer is solely liable for any misuse, unauthorized use and for controlling access to the Services, Cox Equipment, Customer Equipment, and software including payment of any charges incurred as a result of any such misuse or unauthorized use by Customer or any end user of the Service(s). Cox may immediately terminate this Agreement upon notice to Customer for any violation of this provision and Customer shall be liable for the applicable early termination fee. Cox shall determine, in its sole discretion, whether any misuse is occurring or has occurred.

Cox may further disconnect Service without notice if Cox believes the Services are being used with the intent to defraud Cox or threaten the integrity or security of the Cox network or facilities. This fraudulent activity includes, but is not limited to, fraudulently placing and/or receiving calls and/or providing false credit information to Cox or its representatives. Customer is responsible for payment of all charges for Services furnished, including charges for Services originated, or charges accepted, at Customer's telephone number. Customer's responsibility also includes all charges associated with the fraudulent use of Services either by Customer, its employees, any end users of the Services, or any other users who gain access to the Premises, the Cox Equipment, or any Customer equipment, including, but not limited to, any unauthorized users, who are able to "hack" or gain

unauthorized access to Customer's network or equipment.

A30. **Shortage of Equipment or Facilities.** Cox reserves the right to limit or allocate the use of existing facilities when it deems necessary to manage the lack of facilities or to manage a facility shortage due to some other cause beyond Cox's control. Cox maintains the right to apply protective controls, such as call gapping, which selectively cancels the completion of traffic carried over its network, including the traffic associated with any user's transmission to another carrier. In addition, Cox reserves the right to limit call duration when deemed necessary to prevent network degradation and to optimize network efficiency of its telephone service. Cox will incur no liability for call interruptions resulting from Cox's efforts to avoid such degradation. The furnishing of service under the Agreement is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of Cox's fiber optic cable facilities as well as facilities Cox may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of Cox. The furnishing of service under the Agreement is subject to the availability of adequate numbering resources and may be subject to Cox's implementation of interconnection arrangements with the incumbent local exchange carriers.

A31. **Changes.** Cox, in its sole discretion, may modify, add, supplement and/or remove any of the General Terms and/or any related policies and linked terms from time to time ("Revisions") upon written notice to Customer by any means specified in Section A28 hereof and all such Revisions will be effective thirty (30) days after notice is issued ("Opt-Out Period") unless Customer opts out as described in this paragraph. Customer may opt out of the Revisions by providing written notice to Cox via email at CBOptOut@cox.com or via a letter sent U.S. Mail or Overnight Delivery to the Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328, stating that Customer is opting out of the Revisions. Customer's written notification to Cox must include the Customer's name, address and account number, the name and position of the person submitting the notification on behalf of the Customer, as well as a clear statement of which Revisions Customer is opting out of. Customer must submit its written notice opting out of the Revisions within the thirty (30) day Opt-Out Period, or

Customer shall be deemed to accept the Revisions. Further, Customer's continued use and/or payment for Services after the thirty (30) day Opt-Out Period shall also be deemed acceptance of all Revisions. If Customer opts out of any Revisions, Cox may (i) immediately terminate the Agreement without penalty or liability to Customer or (ii) Cox may provide notice to Customer that the opted-out Revisions will not apply to Customer and the Agreement will then continue under the most recent contract terms. Until Cox provides notice of its election of option (i) or (ii) in the preceding sentence, the Agreement shall continue under its most recent contract terms excluding any Revisions properly opted out by Customer. This paragraph states Customer's sole and exclusive remedy for any Revisions. Notwithstanding anything to the contrary in this Agreement, Cox may make Revisions that it deems are minor or concern products or services which are not currently under contract with Customer, and such updates shall be deemed effective after the update is posted online, with or without actual notice to Customer.

Cox may also update its AUP and privacy policy from time to time, and such updates shall be deemed effective after the update is posted online, with or without actual notice to Customer. Accordingly, Customer should check the AUP and privacy policy web addresses (or the applicable successor URLs) on a regular basis to ensure that its activities conform to the most current version of the policies. Cox's action or inaction in enforcing the AUP shall not constitute review or approval of Customer's or any other users' use.

A32. DISPUTE RESOLUTION; MANDATORY BINDING ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER (THE "DISPUTE RESOLUTION PROVISION").

IF CUSTOMER FOLLOWS THE PROCEDURES SET FORTH IN SUBPARAGRAPH (B) BELOW, CUSTOMER HAS THE RIGHT TO OPT OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THE PARTIES' AGREEMENT OR WRITTEN NOTICE OF THE ADDITION OF THIS DISPUTE RESOLUTION PROVISION (THE "OPT-OUT PERIOD"). OTHERWISE, CUSTOMER SHALL BE REQUIRED TO SETTLE ANY DISPUTES IT MAY HAVE WITH COX THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.

(A). Arbitration Requirement. EXCEPT AS OTHERWISE STATED IN THE DISPUTE RESOLUTION PROVISION, THE PARTIES SHALL ARBITRATE — RATHER THAN LITIGATE IN COURT — any and all claims, disputes, or controversies between Customer and Cox, including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of Cox, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort) or other legal or equitable theory (“Dispute”) that arise out of or in any way relate to this Agreement, or any of the Services or products that Cox provides to Customer (including but not limited to amounts that Cox charges Customer for Services or products provided, any alleged breach related to the collection, retention or disclosure of Customer’s personal information, and any alleged violation of Cox’s privacy policy or the AUP). The parties shall also arbitrate any and all Disputes that arise out of or relate in any way to any services or products provided to Customer by Cox or any of its affiliated entities under any other agreement. “Dispute” is to be given the broadest possible meaning that will be enforced.

(B). OPT OUT. CUSTOMER MAY OPT OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) ABOVE BY NOTIFYING COX OF THAT INTENT DURING THE OPT-OUT PERIOD BY SENDING EITHER AN EMAIL TO COX AT CBOPTOUT@COX.COM OR A LETTER SENT VIA U.S. MAIL TO COX LEGAL DEPARTMENT, ATTN: LITIGATION COUNSEL, 6205B PEACHTREE DUNWOODY ROAD, ATLANTA, GA 30328, STATING THAT CUSTOMER IS OPTING OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A). CUSTOMER’S WRITTEN NOTIFICATION TO COX MUST INCLUDE THE CUSTOMER’S NAME, ADDRESS AND ACCOUNT NUMBER, THE NAME AND POSITION OF THE PERSON SUBMITTING THE NOTIFICATION ON BEHALF OF THE CUSTOMER, AS WELL AS A CLEAR STATEMENT THAT CUSTOMER DOES NOT WISH TO RESOLVE DISPUTES WITH COX THROUGH ARBITRATION. CUSTOMER’S DECISION TO OPT OUT OF THE ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) ABOVE, IF IT CHOOSES TO DO SO, WILL HAVE NO ADVERSE EFFECT ON CUSTOMER’S RELATIONSHIP WITH COX OR THE DELIVERY OF SERVICE(S) TO CUSTOMER BY COX. IF CUSTOMER OPTS OUT OF THE

ARBITRATION REQUIREMENT DESCRIBED IN SUBPARAGRAPH (A) ABOVE FOLLOWING THE PROCEDURE OUTLINED HEREIN, THAT OPT OUT WILL REMAIN IN EFFECT IF COX MODIFIES THIS SECTION IN THE FUTURE OR CUSTOMER AGREES TO A NEW TERM OF SERVICE UNDER THIS AGREEMENT. HOWEVER, IF CUSTOMER ENTERS INTO A NEW AGREEMENT WITH COX THAT INCLUDES ITS OWN DISPUTE RESOLUTION OR ARBITRATION PROVISION AND CUSTOMER WANTS TO OPT OUT OF THAT PROVISION, CUSTOMER WILL NEED TO FOLLOW THE INSTRUCTIONS IN THAT AGREEMENT FOR OPTING OUT. Notwithstanding the agreement to arbitrate that is described in subsection (A) above, Customer and Cox may bring appropriate Disputes (as defined below) against each other in small claims court, if the Dispute falls within the small claims court's jurisdiction, or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear the Dispute.

(C). EXCLUSIONS FROM ARBITRATION. THE PARTIES AGREE THAT THE FOLLOWING SHALL NOT BE A ‘DISPUTE’ SUBJECT TO ARBITRATION: (1) ANY DISPUTE OVER THE VALIDITY OF ANY PARTY’S INTELLECTUAL PROPERTY RIGHTS; (2) ANY DISPUTE THAT ARISES BETWEEN COX AND ANY STATE OR LOCAL REGULATORY AUTHORITY OR AGENCY THAT IS EMPOWERED BY FEDERAL, STATE, OR LOCAL LAW TO GRANT A FRANCHISE UNDER 47 U.S.C. § 522(9); (3) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE AN APPLICABLE FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCY SUCH AS THE FEDERAL COMMUNICATIONS COMMISSION (FCC); AND (4) ANY DISPUTE THAT CAN ONLY BE BROUGHT BEFORE THE LOCAL FRANCHISE AUTHORITY UNDER THE TERMS OF THE FRANCHISE.

(D). Restrictions. CUSTOMER MUST CONTACT COX WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES, ABOUT WHICH CUSTOMER MUST CONTACT COX WITHIN THIRTY (30) DAYS AS PROVIDED IN SECTION A1 OF THE GENERAL TERMS), OR CUSTOMER WAIVES THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

(E). Class Action Waiver. Customer and Cox agree that all Disputes between Customer and Cox will be

arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. An arbitrator appointed pursuant to this Agreement shall not be authorized to arbitrate any claim on a class action or consolidated basis or on any bases involving claims brought in a purported representative capacity on behalf of the general public (such as a private attorney general), other subscribers, or other persons. If Customer or Cox brings a claim in small claims court, the class action waiver will apply, and neither party can bring a claim on a class or representative basis. Furthermore, neither Customer nor Cox may participate in a class or representative action as a class member if the class action asserts Disputes that would fall within the scope of this arbitration agreement if they were directly asserted by Customer or Cox. The parties agree that this class action waiver is an essential part of this Dispute Resolution Provision and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire Dispute Resolution Provision will not apply to any Dispute between Customer and Cox, except for the provisions of subparagraph (I) waiving the right to jury trial. This class action waiver may not be severed from the arbitration agreement.

(F). Arbitrator Authority. The arbitration between Customer and Cox will be binding. In arbitration, there is no judge and no jury. Instead, the Dispute will be resolved by an arbitrator, whose authority shall be governed by the terms of this Agreement. Customer and Cox agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. An arbitrator may award attorneys' fees and costs if a court would be authorized to do so, and may issue injunctive or declaratory relief if that relief is required or authorized by the applicable law, but that injunctive or declaratory relief may not extend beyond Customer and Customer's dealings with Cox. An arbitrator shall not be authorized to rule or act contrary to law. Judicial review of arbitration decisions is limited.

(G). Informal Dispute Resolution. Customer and Cox agree that Customer will try to resolve disputes informally before resorting to arbitration. If Customer has a dispute, Customer shall first call Cox Customer Care at the number listed on Customer's monthly bill statement. If the Cox

representative is unable to resolve Customer's dispute in a timely manner, Customer shall notify Cox of the dispute by sending a written description of Customer's claim to Cox Customer Care, ATTN: Corporate Escalation Team, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328 so that Cox can attempt to resolve the dispute with Customer. If Cox does not satisfactorily resolve Customer's claim within 30 calendar days of receiving written notice of Customer's claim to Cox Customer Care, then Customer may pursue the claim in arbitration. Neither Customer nor Cox may initiate arbitration without first following the informal dispute resolution procedure provided in this paragraph and thereafter, if the dispute is still not resolved, the party who desires to initiate arbitration must provide the other written notice of the intent to file for arbitration. Customer shall send written notice of its intent to file for arbitration to Cox via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328. If Cox is sending Customer a written notice of its intent to file for arbitration, Cox will send notice to the last known address of record Cox has on file for Customer.

(H). Arbitration Procedures. Customer and Cox agree that this Agreement and the services Cox provides to Customer affects interstate commerce and that the Federal Arbitration Act, and not state arbitration laws, applies for all Disputes. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at www.adr.org or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than \$75,000, the AAA's Consumer Arbitration Rules will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA's rules and this Dispute Resolution Provision, this Dispute Resolution Provision shall control. To initiate arbitration, Customer must send a letter requesting arbitration and describing Customer's claims to Cox at CBOptOut@cox.com or via U.S. mail to Cox Legal Department, Attn: Litigation Counsel, 6205B Peachtree Dunwoody Road, Atlanta, GA 30328. Customer must also comply with the AAA's rules regarding initiation of arbitration. Cox will pay all filing fees and costs for commencement of arbitration, but Customer will be responsible for Customer own attorneys' fees and costs unless otherwise determined by the arbitrator pursuant to the terms of this Agreement or applicable law. Cox will not seek to recover its fees

and costs from Customer in the arbitration, even if allowed under the law, unless Customer's claim has been determined to be frivolous. The arbitration will be held in the county of the billing address where Cox provided Customer service and either party may appear either in person or by telephone.

(I). **Jury Trial Waiver.** If for any reason the arbitration requirement described in subparagraph (A) is found to be illegal or unenforceable, or if Customer opts out of this arbitration per subparagraph (B) above, and/or a claim is brought that is excluded from arbitration as described in this Dispute Resolution Provision, the parties expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY to the fullest extent permitted by applicable law. Customer acknowledges that a jury trial waiver means that a judge rather than a jury will decide the dispute(s) between Customer and Cox if, for any reason, the dispute is not subject to arbitration.

(J). **Survival.** This Dispute Resolution Provision survives the termination of the Agreement. If Customer brings a claim against Cox after termination of the Agreement that is based in whole or in part on events or omissions that occurred while Customer was a Cox customer, this Dispute Resolution Provision shall apply.

A33. **Miscellaneous.** This Agreement with Customer includes the terms and conditions set forth in the CSA, MSA or other agreement incorporating these General Terms, whichever is applicable, these General Terms, the tariffs (as applicable), the SGs (as applicable), and any other documents referenced in the Agreement or otherwise executed by the parties. The aforementioned documents constitute the entire agreement between Cox and Customer for the Services and Cox Equipment. While all of these documents are intended to be read together in a consistent manner, in the event of any conflict between or among the provisions of this Agreement, the tariffs, the SGs, and the documents referenced herein, the documents shall prevail in the following order (except where applicable law requires the tariff to take precedence): (i) the terms and conditions set forth in this Agreement; (ii) the applicable Cox tariff or SG. In the event of any conflict between these General Terms and any terms and conditions in the CSA, MSA or any other written agreement in which these General Terms are incorporated, whichever is applicable, these General Terms shall control. Capitalized Terms used

in these General Terms and not defined herein will have the meanings ascribed to such terms in the Service Terms, as applicable. If any term of this Agreement is, to any extent, illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement and the obligations of the parties shall be subject to modification by Cox to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. Customer agrees that State and Federal regulations may apply to Services and that, in the event of any change to such regulations, Services may be modified to be consistent with, and Customer's use of Services must be consistent with, such regulations. Except as otherwise provided herein, this Agreement may be modified, waived, or amended only by a written instrument signed by the parties. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State where Services are installed. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. The relationship created between the parties by virtue of this Agreement shall be solely that of vendor-purchaser as independent contractors and that no agency, joint venture, or joint business relationship shall be deemed created hereunder. There are no third party beneficiaries to this Agreement, except as expressly provided in this Agreement. Customer's acceptance of this Agreement occurs upon the earlier of: (a) execution of this Agreement by Customer or Customer's representative, including without limitation, Customer's or Customer's representative's electronic signature on this Agreement; (b) Customer's use of any Service provided under this Agreement; or (c) Customer's retention of any Cox Equipment for more than thirty (30) days after Customer's receipt of such Cox Equipment.

A23. **Scope of Agreement.** This Agreement is for Cox to provide Services. Unless otherwise explicitly agreed to in the Agreement, this Agreement is not for Cox to perform any construction, alteration,

demolition, installation, repair or maintenance work of any kind paid for in whole or in part out of public funds. Any construction, alteration, demolition, installation, repair or maintenance work that Cox may perform in connection with or related to this Agreement will be solely to expand or maintain Cox's own facilities to provide Services to Customer and/or to other Cox customers, at Cox's option. All Cox facilities, including without limitation any such newly constructed facilities will be and shall remain the sole property of Cox. Customer shall have no ownership over, control of, or exclusive rights to use, such Cox facilities.

A24. **Regulatory Authority.** The Services may be subject to filing with the regulatory authority with jurisdiction over the Services. If the Agreement is required to be filed, Customer shall execute such additional forms as are reasonably necessary to permit Cox to make an appropriate filing. In some states, the Agreement may not be effective until approved by such regulatory authority. If this Agreement, any Services, and/or the related filing documents are not approved by the applicable regulatory authority, Cox may terminate this Agreement or Service(s), as applicable. This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, administrative orders, and State public utility commission rules, as required.

B. Terms and Conditions Applicable to Internet and Network Services

In addition to all provisions in Section A above, the provisions of Section B shall also apply to all Internet and network Service(s):

B1. Internet Services. FOR COX INTERNET SERVICES, IN ADDITION TO THIS PROVISION AND OTHER PROVISIONS CONTAINED IN THESE GENERAL TERMS, THE "COX INTERNET SERVICE DISCLOSURES" LOCATED AT www.cox.com/internetdisclosures SHALL APPLY.

Cox Internet Services may consist of cable modem based Service and/or fiber delivered optical Internet Services. For each Internet Service, Cox shall provide Customer with Internet bandwidth connectivity, access, modem/gateway configuration (if applicable), and a static or dynamic IP address (if applicable) together with installation of the Services as provided under this Agreement. Customer shall be responsible for providing VPN software, firewalls, and related products and all other equipment beyond the Demarcation Point required to use the Services. For cable-modem delivered Internet Services, the bandwidth speeds identified for each Service may vary and such bandwidths shall be provided consistent with industry standards. Use of data, Internet, and web conferencing/web hosting Services shall be subject to Customer and any end users complying with the AUP which may be found at coxbusiness.com/acceptableusepolicy. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP. Cox may terminate or suspend Service if Cox reasonably determines that Customer or its users are violating the AUP. For cable modem delivered Internet Services, Cox will supply a cable modem ("Cox Provided Modem") which may be subject to a one-time modem activation charge and a monthly modem rental fee, or Customer may provide its own modem (including through purchase from Cox if offered by Cox to Customer), provided that the Customer provided modem meets the requirements set forth below. The one-time modem activation fee and monthly rental fee for a Cox Provided Modem may be described at coxbusiness.com/cbsurchargesandfees. The one-time modem activation fee and monthly rental fee for a Cox Provided Modem is subject to change from time to time. Customer shall not tamper with, or attempt to reprogram the modem, including, but not limited

to, "uncapping" the modem or affecting its bandwidth settings. Cox may terminate Internet Service to any modem that has been altered following programming or installation by Cox. The Cox Provided Modem shall be deemed "Cox Equipment" as defined in these General Terms and title shall remain with Cox at all times. Cox network management needs may require Cox to modify upstream and downstream speeds.

B2. Equipment Requirements For Customer Provided Modem.

Customer may rent a cable modem from Cox or Customer may use their own cable modem with Cox Internet Service, provided that Customer's cable modem is 1) compatible with the applicable Cox Internet Service; 2) Compliant with DOCSIS or other applicable transport protocol; 3) reasonably clean and sanitary; and 4) in good working order. Please contact Cox Customer Care if you need more information. If Customer attempts to use a modem that is not certified for use and compatible with the applicable Cox Service(s), and/or is not in good working order, and such use results in additional cost or expense to Cox, Cox reserves the right to charge Customer an installation or repair fee.

B3. IP Address/Domain Name Registration.

Cox allocates IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration or termination of this Agreement. IP addresses are subject to the IP policy in the AUP. Domain name registrations are subject to rules promulgated by the applicable domain name registrar, which may be amended from time to time. Customer shall consult its domain name registrar for complete information. Customer is responsible for payment and maintenance of domain name registration.

B4. Cox Optical Internet with Burst Option ("Burstable Service").

Charges for the Cox Optical Internet with Burst Option ("Burstable Service") consists of three (3) components: (a) a nonrecurring charge ("NRC") per connection (unless waived); (b) a fixed monthly recurring charge ("MRC") based on the Committed Information Rate (CIR) specified in the Customer's Agreement; and (c) a periodic charge based on usage, to the extent that usage exceeds the CIR specified in the Customer's Agreement. Customer's usage of Burstable Service is calculated by measuring samples of Customer's "Send Traffic" and "Receive Traffic" every five (5) minutes for the previous five (5) minute period. At the end of each

month of the Term, the "Send Traffic" and "Receive Traffic" sample sets for that month are separately arranged from highest to lowest and the top five percent (5%) of samples for "Send Traffic" and "Receive Traffic" are discarded. The highest remaining sample (either "Send Traffic" or "Receive Traffic") is the Ninety-Fifth (95th) Percentile. If the Ninety-Fifth (95th) Percentile is a fraction of a megabit, it is rounded to the next full megabit and is compared to the CIR. If the Ninety-Fifth (95th) Percentile is greater than the CIR, Customer will, in addition to being billed for the CIR as described in (b) above, be billed for the difference between the CIR and the Ninety-Fifth (95th) Percentile and such difference shall be billed at the price per megabit described in the Agreement multiplied by the number of megabits. The Burstable Service is available on a best efforts basis only. The ability to burst is subject to availability and is limited to the burstable limits set forth in the Agreement.

B5. Customer Purchased WiFi Service.

Customer is responsible for providing the equipment necessary for Customer, and its end users, to access the Wi-Fi Service purchased by Customer. If Customer makes the Wi-Fi Service available to other persons for use, unless expressly provided otherwise, Customer shall implement an end user license agreement approved by Cox for acceptance by those end users in connection with the Wi-Fi Service access. Customer acknowledges and agrees that because Wi-Fi Service is wireless Internet access, Customer's, or its end users', transmissions could be intercepted by unauthorized persons and Customer assumes all risks associated with offering access to, and/or use of, the Wi-Fi Service provided by Cox under this Agreement. Customer agrees to waive all claims against Cox and the Cox Related Parties for any damage, loss or liability Customer may suffer due to any person monitoring, intercepting, disclosing, or corrupting Customer's or its end users' communications. Without limiting the foregoing, Cox and the Cox Related Parties have no liability to Customer or any end users using the Wi-Fi Service through Customer for damage or loss to any computers or software, including losses or damages caused by viruses that may infect Customer's or any end user's network, computers, devices (e.g., tablets, wireless phones or other peripherals), or other facilities through use of the Wi-Fi Service. When Customer uses the Wi-Fi Service, Cox, and/or any third party vendor utilized by Cox, may track and store Customer's IP address and the MAC address of the device accessing the

Wi-Fi Service. Customer hereby consents to Cox and/or the Cox Related Parties' collection, use, transmission, processing and maintenance of such data in connection with provision of the Wi-Fi Service. Cox will provide this information to law enforcement personnel if requested pursuant to lawful subpoena or court order. ALTHOUGH COX HAS TAKEN COMMERCIALY REASONABLE STEPS TO PROVIDE A SECURE SYSTEM WITHIN LIMITATIONS EXISTING IN NETWORK AND COMPUTER INFRASTRUCTURE, COX MAKES NO REPRESENTATION OR WARRANTY THAT (A) COMMUNICATIONS OVER THE WI-FI SERVICE SHALL BE SECURE FROM UNAUTHORIZED ACCESS, INCLUDING WITHOUT LIMITATION, MONITORING, THEFT OF DATA OR CORRUPTION OF CONTENT, OR ANY OTHER DAMAGE AND (B) THAT CUSTOMER AND/OR ANY END USERS USING THE WI-FI SERVICES WILL NOT RECEIVE A VIRUS OR OTHER MALWARE THAT DAMAGES SUCH USERS COMPUTER(S), DEVICE(S) OR NETWORK FACILITY(IES). CUSTOMER ACKNOWLEDGES THE RISKS ASSOCIATED WITH ACCESS TO THE INTERNET AND HEREBY RELEASES AND WAIVES ALL CLAIMS AGAINST COX AND ANY COX RELATED PARTY FROM AND FOR ANY LIABILITY FOR UNAUTHORIZED ACCESS, FOR SECURITY BREACHES AND/OR ALL DAMAGES ARISING FROM SUCH UNAUTHORIZED ACCESS, LOSSES OR DAMAGES.

B6. Cox Internet Gateway, Guest Wi-Fi, and External Distribution.

If Customer has purchased Cox Internet (CBI) Service, Cox may rent to Customer, upon Customer's request, an all-in-one electronic device consisting of a cable modem and a Wi-Fi enabled LAN-side router (a "Gateway"), which shall enable Wi-Fi Service as described above ("Cox Internet Gateway Service" or "CBIG") at the Premises. If Customer requires additional Gateways from Cox, Cox will rent to Customer (i) a Gateway for the CBIG Service and (ii) a separate, dedicated Gateway to facilitate the provision of Wi-Fi Services for Customer's end users and/or to otherwise expand the Wi-Fi coverage area for Customer's premises ("Guest Wi-Fi Service"). Customer agrees to pay Cox a non-recurring charge for the installation and activation of each Gateway and a monthly recurring charge for the rental of each Gateway from Cox. Optimal Wi-Fi end user experience for CBIG and Guest Wi-Fi Services shall not exceed fifty (50) simultaneous sessions per Gateway. Cox will not provide troubleshooting assistance directly to Customer's end users or for

Customer's end users' devices. Wireless coverage area, signal strength, and speed of the CBIG, Managed Wi-Fi, and Guest Wi-Fi Services may vary and may be affected by building construction, topography, layout, and other factors. Cox does not guarantee Customer's wireless network's security against all forms of unauthorized network access. Customer is expressly prohibited from charging a fee to (including but not limited to any one-time fee, hourly, daily, monthly or other subscription or usage charges), or receiving consideration of any type from, any end user in connection with the Managed Wi-Fi, Wi-Fi Services or Guest Wi-Fi Services. Cox shall retain all ownership rights in and to all Cox Equipment including, but not limited to, the Gateway(s), modems, switches, and/or access points ("AP"), as the case may be and Customer shall return all Cox Equipment to Cox in good and working condition and in the manner described in these General Terms. All Cox Equipment provided to Customer must be returned upon service termination to avoid additional charges to Customer. Cox reserves the right to send software, firmware, code updates, downloads and/or other programs to the Gateway, and may utilize the Gateway, or any other Cox Equipment with certain Wi-Fi capabilities, and may utilize such equipment and attached wiring to distribute external Wi-Fi signals for the deployment of Cox Wi-Fi and/or Cox Cable Wi-Fi, and related similar services now or hereafter offered by Cox (such external distribution is referred to herein as, the "Cox and Cable Wi-Fi Feature"). Customer will have the right and the opportunity, at any time, to opt out of the use of its Gateway or other Cox Equipment by Cox for the Cox and Cable Wi-Fi Feature, through the customer account management tools located at www.cox.com, or by calling Cox Customer Care at the telephone number listed on Customer's bill. Customer hereby agrees not to include any descriptions or references to "Cox", "Cox Business", "Cox Communications", "Cox Enterprises", or any derivation thereof in the Service Set Identifier (SSID) naming convention for Customer's wireless network(s) at the Premises. Cox shall install the Gateway(s) and/or other Wi-Fi related Cox Equipment, as the case may be, in certain areas within the Premises to optimize network coverage; however, wireless coverage areas may change after installation due to Customer's relocation of equipment and environmental factors (i.e., neighboring wireless networks and other relevant factors). Customer must provide Cox with electric power outlets in

sufficient quantity and voltage/power for the Cox Equipment. Customer must also provide Cox with adequate space on a flat counter top or side wall at the Premises to install the Gateway(s), with minimum dimensions of 8" x 24" per Gateway, and any other space necessary to permit the placement and adequate operation of any Cox Equipment for the provision of any Wi-Fi related Service purchased by Customer. Cox will provide Customer with basic remote support of the CBIG and Guest Wi-Fi Services at no charge. Basic remote support includes the following: Remote Access Enabled/Disabled, Primary SSID and password resets, Backup and Restore Gateway configuration files in "My Account", IP configuration, Wi-Fi Enabled/Disabled, Bridge Mode or Router Mode configuration, Time Zone/Daylight Savings, and Firewall Enabled (Medium or Low).

B7. Managed Wi-Fi. In the event that Customer has purchased Managed Wi-Fi Private Package, Managed Wi-Fi Guest Package, Managed Wi-Fi Total Package, or any Managed Wi-Fi Complex or K-12 Managed Wi-Fi service or any other similar product offering (referred to individually and collectively, as "Managed Wi-Fi Service(s)") this provision shall apply. To receive Managed Wi-Fi Services, Customer must purchase, and maintain in place, Cox Internet Services at all times during the Term, it being understood that the Managed Wi-Fi Services cannot operate without Internet Services. The specific Cox Internet Service(s) required may vary depending upon the type of Managed Wi-Fi product purchased, and other determining factors. Any termination or discontinuation of such Internet Services shall cause an immediate termination or discontinuation of the Managed Wi-Fi Services, which will be subject to early termination fees under the Agreement. In connection with the Managed Wi-Fi Service, Cox (or a third party provider or an affiliate, contractor or subcontractor of same) will install certain equipment upon the Premises, which equipment shall be owned by Cox and considered Cox Equipment. Installation costs and/or nonrecurring charges may apply upon installation, and Customer may incur additional costs or charges after installation for configuration changes, addition or relocation of access points, changes to the product platform, or any other changes requested by Customer in connection with the Managed Wi-Fi Services. Unless otherwise agreed to in writing by Cox, Customer shall implement an end user license agreement, or 'splash page' approved by Cox for acceptance by all end users of the Managed Wi-Fi

Services. Cox will provide a portal to Customer as part of the Managed Wi-Fi Services (with a cloud-based 'User Guide' for the portal made available) to permit Customer to self-manage certain aspects of the Wi-Fi network and review certain reports. The portal will require a login by Customer. When Customer uses the Managed Wi-Fi Services, Cox, and/or any third party provider utilized by Cox, may track and store Customer's IP address and the MAC address of the device accessing the Managed Wi-Fi Services. Customer hereby consents to the foregoing collection, use, transmission, processing and maintenance of such data in connection with provision of the Managed Wi-Fi Services. Cox shall have no responsibility or liability with respect to any end users' computers or devices (e.g., tablets, wireless phones or other peripherals) connecting or failing to connect to Customer's network. The Managed Wi-Fi Services purchased by Customer may include Content Filtering as a product feature if purchased by Customer. "Content Filtering" is a feature that restricts network user access to websites that pose a heightened risk of harm to the network and/or end user devices or are otherwise objectionable, such as pornography sites, sites that distribute malware, and sites that distribute unlicensed content. The solution is designed to filter web traffic requests leveraging a managed set of objectionable categories and reputations derived from McAfee's Global Threat Intelligence system independently of Cox. While the intelligence system is continually updated to identify new sites for filtering, there is no guarantee that new threats or objectionable sites will not appear before they are identified and filtered. The Content Filtering feature is provided "as-is" and without warranty of any kind, express or implied, and is accepted fully at the risk of Customer. Neither Cox, nor its contractors, nor any third party provider or affiliate or contractor of same who installs or provides any portion of the Managed Wi-Fi Services, will be liable for any loss, expense or damage, of any nature whatsoever, which may arise out of the operation or lack of operation of the content filtering component of the Managed Wi-Fi Services, or the restriction or blocking, or failure to restrict or block any selected content, data or browsing, and Customer hereby unconditionally waives any and all claims against such parties related to the foregoing.

The provision of Managed Wi-Fi Services shall also be subject to all other terms and conditions in the Agreement related to the provision of Wi-Fi Services generally. The parties acknowledge and agree that

Cox reserves the right to suspend, modify, or terminate the Managed Wi-Fi Services or any part thereof, either temporarily or permanently, without notice. Cox reserves the right to add or remove features and capabilities from the Managed Wi-Fi Services, and some features may only be available to Customer at an additional cost.

B8. **Managed Router.** If Customer purchases Managed Router Services of any type, which may include Managed Router with Advanced Security Services or any other similar product offering (referred to individually and collectively, as "Managed Router Service(s)"), this provision shall apply. To receive Managed Router Services, Customer must purchase, and maintain in place at the Premises, Cox Internet Services and/or Cox Networking Services at all times during the Term, it being understood that the Managed Router Services cannot operate without such underlying Cox Services. The specific Cox Internet Service(s) and/or Cox Networking Services that are required may vary depending upon the type of Managed Router product purchased, and other determining factors. Any termination or discontinuation of such Cox Internet Services and/or Cox Networking Services may result in an immediate termination or discontinuation of the Managed Router Services, which may be subject to early termination fees under the Agreement. In connection with the Managed Router Services, Cox (or a third party provider or an affiliate, contractor or subcontractor of same) will install certain equipment, which shall include a router (referred to herein as the "Router") upon the Premises, which equipment shall be owned by Cox and considered part of the Cox Equipment. Installation costs and/or nonrecurring charges may apply. Customer will not alter or tamper with the Managed Router Service, the Router or any other Cox Equipment unless expressly authorized in writing by Cox to do so. As part of the Managed Router Service Customer will be required to maintain passwords for Customer's end user accounts through Customer's authentication server to provide for remote access. Cox will make available a VPN End User Guide (or other guides) to Customer that outline the use of the Managed Router Service, and Customer agrees not to use the Service in violation of same. Customer agrees to provide (a) Cox with the appropriate access to the Premises, including the Router installation location, at an agreed upon time to install and turn up the Router; (b) all LAN equipment to connect to the Router, which include, but is not limited to, switches

and servers; (c) Cox with the necessary connections from the Router to the Customer LAN (switches, other equipment) to ensure that the Router can adequately support the Customer LAN deployment; (d) a secure and safe location for placement of the Router and any other Cox Equipment where damage can be prevented; and (e) Cox with an appropriate point of contact that will be available at all times to provide necessary access, to answer questions, and provide relevant Customer information about the site survey, configuration requirements, and any applications that are expected to be supported through the Router. Customer shall notify Cox of any breach of security of which it becomes aware, and which may have an impact on Cox's network or provisioning of the Managed Router Services. The parties acknowledge and agree that Cox reserves the right to suspend, modify, or terminate the Managed Router Services or any part thereof, either temporarily or permanently, without notice. Cox reserves the right to add or remove features and capabilities from the Managed Router Services, and some features may only be available to Customer at an additional cost. Customer agrees that Cox will not be liable for any damages resulting from any modification or cessation of the Managed Router Services.

C. Terms and Conditions Applicable to Voice and Tariffed Services

In addition to all provisions in Section A above, the provisions of Section C shall also apply to all Voice Service(s):

C1. Voice Services Generally. "Voice Service(s)" or "voice service(s)" shall mean the following Cox Business Services: Telephony Basic, Centrex, VoiceManager, IP Centrex, PRI Trunks, SIP Trunks, VoIP, and any other voice telephone service or feature. Voice Services are subject to change from time-to-time by Cox in its sole discretion. Upon at least thirty (30) days prior written notice to Customer, Cox may discontinue, change, or modify certain Voice Services, and certain capabilities or features associated with Voice Services, including without limitation how certain features associated with Voice Services are accessed.

If Cox transitions Voice Services to a different network platform, or if Cox performs certain maintenance or upgrade activities, or for any other reason as determined by Cox in its sole discretion, Cox may itself, or request the Customer, add, change or modify certain equipment or software at Customer's Premises in order for Customer to continue to receive the Voice Services.

C2. Telephone Numbers. Cox will reserve the telephone number(s) for Customer's new telephone Voice Service. Reserved telephone numbers may change prior to the time of installation of service. Customers should not use, publish or advertise reserved telephone numbers until service has been activated. Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of these telephone numbers. The Customer has no property right in the telephone number(s) associated with Cox telephone Voice service, however, if Customer ports telephone numbers from another carrier to Cox, subject to federal or state law, or telephony industry guidelines, Cox will use such numbers with Customer's telephone Voice Service. After activation of service, Cox reserves the right to change Cox assigned telephone numbers subject to federal or state law, or telephony industry guidelines. Additional terms and conditions related to telephone numbers are contained in Cox's local exchange tariffs or if applicable, in the SGs (defined below).

C3. Tariffs/Service Guides. If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guides for that State (the "SG"), which may be found at <http://www.cox.com/phonetariffs> and which terms are incorporated herein by reference. Tariffs and the SG apply to both residential and business services even if designated as residential on the web addressed referenced in the preceding sentence. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term in the Agreement. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

C4. 911 Access. Customer shall provide notice to Cox (i) at the time of execution of this Agreement or (ii) during the Term, at least 30 days in advance, if the Services are to be used to provide 911, E911, or NG911 capabilities to a public safety answering point, statewide default answering point, or appropriate local emergency authority (collectively "911 Access"). Cox may terminate this Agreement without liability as to any Services used to provide 911 Access at any time and for any reason by providing at least sixty (60) days' notice to Customer. Voice Services and Cox Equipment shall not be used for 911 Access prior to Cox's complete installation and activation of Services.

C5. Usage and Additional 911 Access Terms. THE TERMS AND CONDITIONS ABOUT COX'S 911 AND USAGE PRACTICES AT THE FOLLOWING LINK SHALL APPLY AND ARE INCORPORATED HEREIN: coxbusiness.com/e911. For all services, except

circuit-switched voice service, Customer acknowledges that loss of commercial power will result in loss of telephone Service, including 911 Access, unless Customer ensures all Cox-provided equipment has emergency back-up power. Such equipment can include, for example, a telephone, network interface, embedded multimedia terminal adapter (eMTA), integrated access device (IAD), enterprise session border controller (eSBC), and analog terminal adaptor (ATA). In addition, for out of footprint services, which utilize a non-Cox provided broadband connection, loss of commercial power and/or broadband connection will result in loss of Voice Service, including 911 Access, unless emergency back-up power is also provided for the broadband networking equipment, such as modems, gateways, and routers.

Except for 'National 911 Service with Custom Address' or similar 'National Numbering' service, all Voice Services provided under this Agreement are only intended for use at the physical/service address installed by Cox at an 'on network' location. If Customer relocates some or all of the telephones provided with the telephone Service under this Agreement, it is Customer's sole responsibility to notify Cox in order to update 911 location information and there may be a delay for the Customer's new address to be updated. If Customer is a VoiceManager IP Centrex Service customers not in a service area where Cox provides Emergency Locator Service and who seeks to provide location information for specific IP Centrex telephone stations, Customer is solely responsible for ensuring that E911 emergency agencies receive the desired location information. If Customer is an IP Centrex customer in such service areas, Cox will only provide E911 emergency agencies the billing telephone number and address associated with that number. If Customer is using a Private Branch Exchange (PBX) in connection with the Services, Customer must consult with Cox and ensure that the PBX provides Cox the telephone number and location information the Customer wishes to be provided to agencies receiving E911 emergency calls. The telephone number and location information choices available to Customer if using a PBX may vary, depending upon the services ordered, but will default to the billing telephone number if not otherwise specified.

The toolbar and unified desktop applications without Unified Communications, where available, are add-on data features designed to assist

communications to and from the phone line or seat, including the ability to direct calls to wireless and other phones when Customer is away from their office phone. The toolbar and unified desktop applications without Unified Communications do not provide two-way calling directly from desktop computers or laptops. Customer acknowledges that the toolbar and unified desktop applications without Unified Communications may not be used to access E911 Services when Customer is away from the office.

NEITHER COX NOR ANY COX RELATED PARTY SHALL BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE VOICE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 TELEPHONE CALL INCLUDING WITHOUT LIMITATION IN CONNECTION WITH (A) CUSTOMER ATTEMPTS TO USE A NON-NOMADIC NATIONAL 911 SERVICE AT AN ADDRESS WHERE EQUIPMENT WAS NOT INSTALLED BY COX, (B) CUSTOMER'S FAILURE TO INPUT ACCURATE 911 LOCATION INFORMATION FOR NATIONAL NUMBERING SERVICE, (C) CUSTOMER'S ATTEMPT TO PLACE ANY 911 OR E911 TELEPHONE CALL BY USING OR ENABLING THE SHARED CALL APPEARANCE (SCA) FEATURE OR BUTTON ON ANY TELEPHONE(S) PROVIDED AS A PART OF THE COX VOICEMANAGER IP CENTREX SERVICE, (D) CUSTOMER'S ATTEMPT TO PLACE ANY 911 OR E911 TELEPHONE CALL USING ANY SOFTWARE OR APPLICATION FROM A LOCATION OTHER THAN THE CUSTOMER'S DESIGNATED 911 LOCATION FOR CUSTOMER'S ACCOUNT, (E) INTERRUPTION, DISCONNECTION OR REMOVAL OF ANY EQUIPMENT OR OTHER SERVICE NECESSARY TO RECEIVE VOICE SERVICE, OR (F) REMOVAL, DISCONNECTION, DAMAGE TO, OR FAILURE TO CHARGE NECESSARY BACK-UP BATTERIES.

C6. PIN Access. The Federal Communications Commission ("FCC") requires Customer to set up and use a Private Identification Number (PIN) when communicating with Cox to obtain certain information about, or to make certain changes to, their telephone account. Use of this PIN may be waived when communicating with an account representative dedicated to Customer's account.

C7. Letter of Agency. Where applicable, the Letter of Agency executed in connection with this Agreement shall be valid during the Term of this Agreement for all telephone lines purchased under this Agreement that are ported to Cox.

C8. Long Distance (State-to-State and International Telephone Services). If Customer subscribes to or uses any long distance (State-to-State and/or International) telephone Services from Cox, such Services shall be provided pursuant to the additional terms and conditions contained in the Long Distance Phone Services Agreement which may be found at <https://www.cox.com/aboutus/policies/business-customer-phone-agreement.html> and the applicable terms and conditions at www.coxbusiness.com/products/voice/basicpricing/index.html, all of which are incorporated into the Agreement by this reference.

C9. Universal Service Programs. In connection with the FCC's Universal Service Orders, Cox will pay a percentage of its retail revenues to support the Universal Service Fund (USF). Cox passes through the USF assessment to Customer by assessing a charge applicable against all retail interstate and international charges, including Customer's usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Customer's service. Cox's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at <http://www.fcc.gov/encyclopedia/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support>. In States with individual State-sponsored Universal Service Programs, Cox will pay a percentage of its retail revenues to support the individual State funds. Cox will pass-through the funds' assessments, by State, to its customers by assessing a charge applicable against all retail intrastate charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Customer's service. The State Universal Service Program assessment percentages are determined by each State's Fund Administrator.

C10. National Number Services. If Customer purchases, installs, and/or uses any voice Service that offers National 911 capability (including, without limitation, 'National e911 Service with Custom Address', 'Teleworker Service', or 'Unified Communications Service'), 'National Number Service' at an off-network location, or any other

similar voice service provided or being used at an off-network location of Cox (referred to individually and collectively, as "National Numbering"), this provision shall apply. Customer shall use National Numbering service only within the contiguous United States. In order to receive National Numbering voice Service, Customer must purchase, and maintain in place, its own broadband Internet connection at all times during the Term from a provider other than Cox, it being understood that the National Numbering Services cannot operate without Customer's separate broadband Internet connection. Customer acknowledges and agrees that Cox does not provide the Customer's broadband Internet connection for National Numbering. Any interruptions, degradations, outages or any other issues related to such broadband Internet connection may cause interruptions, degradations, outages or other issues with the voice services provided by Cox. THEREFORE, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY NATIONAL NUMBERING SERVICES, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE, REGARDLESS OF THE CAUSE. NO SERVICE CREDITS OR REMEDIES UNDER ANY SERVICE LEVEL AGREEMENT SHALL APPLY FOR NATIONAL NUMBERING.

Customer further acknowledges that National Numbering voice Services may be provided outside of Cox's market area. Any installation, repair, troubleshooting, and/or Truck Rolls may require additional fees and expenses to be paid by Customer beyond Cox's normal charges for in-market services. The provision of National Numbering Services shall also be subject to all other applicable terms and conditions in the Agreement related to Voice Services generally. The parties acknowledge and agree that Cox reserves the right to suspend, modify, or terminate the National Numbering Services or any part thereof, either temporarily or permanently, without notice. Cox reserves the right to add or remove features and capabilities from the National Numbering Services, and some features may only be available to Customer at an additional cost.

For National Numbering Service, Customer is solely responsible for inputting and/or verifying their 911 location information via the MyAccount portal. Customer shall ensure that the 911 location information remains correct and current at all times, including, without limitation, for voice calling applications, teleworker, and other remote calling features.

C11. Certain Installations. For certain telephone Services, Cox may install an embedded multimedia terminal adapter (eMTA), an integrated access device (IAD), an enterprise session border controller (eSBC), an analog terminal adaptor (ATA), Layer 2 Switch, and/or a SBC Edge device with Customer's Service. This Cox Equipment, and any other Cox provided Equipment referenced herein, shall at all times remain the sole and exclusive personal property of Cox notwithstanding installation or attachment to Customer's Premises.

ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES CUSTOMER'S TELEPHONE SERVICE ADDRESS TO IDENTIFY CUSTOMER'S LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED AT CUSTOMER'S BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE CUSTOMER'S CORRECT ADDRESS. CUSTOMER SHALL NOTIFY COX IF IT WOULD LIKE TO MOVE OR RELOCATE ITS TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR CUSTOMER'S NEW ADDRESS

TO BE UPDATED.

C12. Cortelco Analog Telephones Handsets. If Customer leases or purchases Cortelco analog telephone handsets from Cox, the additional terms and conditions at coxbusiness.com/cortelcophones shall apply.

C13. Call Recording. Cox does not currently provide call recording as a first party feature of its Services, but may refer Customer to third party services. If Customer enables any third-party call recording service, Customer expressly authorizes Cox to share Customer's information with the third-party provider, including, without limitation, Customer's name, telephone number(s), and email address. If Customer, or any end user of the Service, records any telephone call or conversation using Cox Equipment or Services provided by Cox (including with the use of any third-party service or equipment), Customer is solely responsible for ensuring that Customer and any end user(s) comply with all applicable law. Recording a conversation without the other party's consent may be illegal in certain States. COX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND MAKES NO REPRESENTATIONS OF ANY KIND REGARDING THE QUALITY ASSOCIATED WITH ANY RECORDING MADE USING ANY COX EQUIPMENT OR SERVICES OR THE SERVICES OF ANY THIRD-PARTY. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY IF THE RECORDING MADE USING COX EQUIPMENT OR SERVICES FAILS OR IS OF POOR QUALITY. COX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND MAKES NO REPRESENTATIONS OF ANY KIND THAT COX'S SERVICES OR EQUIPMENT WILL WORK WITH OR SUPPORT ANY THIRD-PARTY SERVICE. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY FOR CUSTOMER'S USE OF ANY THIRD-PARTY SERVICES OR EQUIPMENT. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY FOR ANY INFORMATION SHARED WITH CUSTOMER'S THIRD-PARTY SERVICE PROVIDER. CUSTOMER ACKNOWLEDGES THAT COX IS NEITHER A CALL RECORDING SERVICE PROVIDER NOR A PARTY TO CUSTOMER'S CONTRACT WITH ANY THIRD PARTY SERVICE PROVIDER. HOWEVER, ANY SUCH AGREEMENT BETWEEN CUSTOMER AND A THIRD PARTY SERVICE PROVIDER SHALL NOT MODIFY OR SUPERSEDE CUSTOMER'S AGREEMENT WITH COX OR ANY OF CUSTOMER'S OBLIGATIONS IN THIS AGREEMENT. Customer shall indemnify, defend and hold harmless Cox, its Affiliates, employees,

directors and shareholders and the Cox Related Parties from any and all claims arising from or related to recordings made using the Services, any Cox provided Equipment or any third-party services. Customer is solely responsible for any services or additional equipment that may be necessary (e.g., such as a USB device, storage or memory devices) and Cox has no responsibility to provide or support such equipment or services.

C14. **Audio On Hold.** If Customer purchases or otherwise uses any audio on hold Services (including music on hold), CUSTOMER IS SOLELY RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL NECESSARY PERMISSIONS, LICENSES AND CLEARANCES FOR RECORDING, MODIFYING AND PERFORMING COPYRIGHTED AND/OR PROTECTED MUSIC OR OTHER CONTENT IN CONJUNCTION WITH OR THROUGH AUDIO ON HOLD SERVICES. Cox has not secured (and will not secure) for Customer any permissions, licenses or clearances for the use of any copyrighted and/or protected music or other content and does not monitor Customer's use of audio on hold Services. Customer represents and warrants that any content and music provided by Customer or used by Customer through the audio on hold Services does not violate or infringe any intellectual property rights of any third parties, including copyright, trademark and publicity rights. Cox may terminate the audio on hold Services and any other Services if Cox believes that Customer has violated the terms of this Agreement or the rights of any third parties.

C15. **Telephone Calls with Intent to Annoy.** Cox may discontinue Service to any Customer, who, with intent to annoy, telephones another and uses any obscene language or makes any threat to inflict injury to any person or property. Cox may discontinue Service of any Customer, who with intent to annoy, repeatedly telephones another without disclosing his/her true identity to the person answering the telephone, whether or not conversation ensues during the telephone call. Cox may, at its discretion and subject to applicable law, terminate Service to any Customer who establishes a pattern of behavior with respect to the Services that is intended to vex, harm, intimidate, harass or annoy Cox, its employees, agents or other Cox customers or users of the network. A pattern of behavior is intended to vex, harm, intimidate, harass or annoy if it disturbs, irritates or interrupts Cox's operations through continued and repeated acts, or disturbs, irritates, or interrupts Cox customers or users of the network through continued and repeated acts. Prior to

disconnection of Service for calls described above, Cox will make reasonable efforts as determined in Cox's sole discretion to persuade the Customer placing such calls to cease all such activity. If such activity persists, Cox may, at its option, disconnect Service. Telephone calls shall include Customer's usage of facsimile, paging or any other communication devices to access the service provided by Cox. Cox may disconnect Service to any Customer who violates 47 U.S.C. §227, Restrictions on the Use of Telephone Equipment.

C16. **Fraud.** Customer is responsible for ensuring that Customer Premises Equipment (CPE) such as a Private Branch Exchange (PBX), provisioned on Cox's network is protected from fraudulent or unauthorized access. Customer is responsible for payment of all charges on their monthly billing statement, including any charges resulting from fraudulent or unauthorized access to any CPE. If Cox detects patterns of calling that indicate that the Customer's equipment has been compromised and/or fraudulent use may be occurring, Cox may take emergency action to limit the amount of fraudulent calling that is occurring, including without limitation, suspending or terminating Service, without prior notice to Customer.

C17. **Interconnected VoIP (iVoIP) Services.** For purposes of this Agreement, the iVoIP Services shall include the following Cox Services and features: Cox VoiceManager, Hosted IP-PBX Services (IP Centrex), SIP Trunking, PRI Personal Mobility, and any other Cox Service or feature that (i) enables real-time, two-way voice communications; (ii) requires a broadband connection and may require IP-compatible Customer equipment; and (iii) permits Customer to receive telephone calls from and initiate calls over the Public Switched Telephone Network. These General Terms contain descriptions and charges, including but not limited to, charges for the Network Interface Fee and Services such as Directory Assistance, Directory Listing, Operator Services and other ancillary services that may be provided with the iVoIP Services. Customer acknowledges that long distance calling Services used with iVoIP Services are subject to the rates, terms and conditions of the applicable Cox tariff or SG as referenced in the Agreement. The Network Interface Fee and the rates for ancillary services referenced in these General Terms are subject to change from time to time during the Term. Additional charges may apply for optional

features and Services selected by Customer. Cox reserves the right to conduct a site survey at the Premises prior to provisioning any of the iVoIP Services and may require Customer to obtain additional equipment, if necessary, for optimal installation and operation of the Service. For Cox VoiceManager IP Centrex Service only, Cox shall provide Customer with Layer 2 switches for connectivity from the IP telephones to Cox's demarcation equipment; however, if Customer elects to use its own Layer 2 switches, Cox (or its designated agents or contractors) reserves the right to perform a prequalification assessment of Customer's equipment in order to confirm that such equipment meets Cox's required network specifications. Unless otherwise provided in this Agreement, Cox shall only configure one (1) data VLAN for all non-Cox traffic if Customer agrees to use Cox-provided Layer 2 switches. Cox shall have no obligation to configure multiple VLANs or to modify switch configurations. Customer is solely responsible for DHCP, security, NAT, PAT, and other LAN services for the data VLAN. If Cox uses Customer's Layer 2 switches or any other equipment provided by Customer (i.e., routers and firewalls) in connection with the Cox VoiceManager IP Centrex Service, neither Cox nor any Cox Related Party shall be responsible or liable for any Service interruptions or outages related to Customer's equipment including, without limitation, improper configuration of such equipment or failure to properly repair or maintain such equipment. Any telephones or other equipment provided by Cox to Customer in connection with the Cox VoiceManager IP Centrex Service shall be deemed to be Cox Equipment.

C18. Early Termination of Cox Business VoiceManager IP Centrex Service Seats.

Notwithstanding anything to the contrary in this Agreement, during the Initial Term of this Agreement, Customer may terminate up to Twenty Percent (20%) of the original number of Cox Business VoiceManager IP Centrex Service Seats (as defined below) that Customer ordered from Cox under this Agreement, without incurring a termination fee for such terminated Seats. This reduction of termination fee does not apply if Customer terminates more than Twenty Percent (20%) of the original number of Cox Business VoiceManager IP Centrex Service seats that Customer ordered from Cox under this Agreement. Unless otherwise agreed to in writing by both parties, Customer agrees to limit requests to adjust

the number of Cox Business VoiceManager IP Centrex Service Seats to one change per month. For purpose of this Agreement, "Seats" means the maximum number of Customer's users of Cox Business VoiceManager IP Centrex Service permitted at any one time.

C19. Additional Limitation of Liability of Cox.

With respect to 911 Access and Directory Listings:

(a). 911 Access is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Neither Cox nor any Cox Related Party is responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of 911 Access, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing 911 Access.

(b). Neither Cox nor any Cox Related Party is responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 Access features and the equipment associated therewith, or by any Services furnished by Cox including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties for 911 Access.

(c). The liability of Cox and/or any Cox Related Party arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's Service and in no event shall exceed one-half the amount of the fixed monthly line charges applicable to Voice Service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of Cox and/or any Cox Related Party shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or

omission occurs. Neither Cox nor any Cox Related Party shall be liable for the errors of third party entities involved in the Directory Listing process.

(d). In conjunction with a non-published telephone number, neither Cox nor any Cox Related Party will be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. Cox will try to prevent the disclosure of the number of such telephone, but neither Cox nor any Cox Related Party will be liable should such number be divulged.

(e). When a Customer with a non-published telephone number places a call for 911 Access, Cox will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the 911 Access upon request of such governmental authority. By subscribing to Service under these terms and conditions, Customer acknowledges and agrees with the release of information as described above.

C20. Station Equipment. The Customer is responsible for providing and maintaining (or causing to be provided and maintained) any terminal equipment on the Premises being served. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. Cox will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair Cox's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

C21. Voice Services Surcharges and Fees. Cox may invoice Customer and Customer shall pay all Taxes, Fees, and Surcharges applicable to the Voice Services, including, without limitation the following:

(a). The Network Interface Fee ("NIF") is an interstate fee that Cox assesses its iVoIP customers that helps defer some of the cost associated with

carrier network interconnection services and the interface with the Public Switched Telephone Network ("PSTN"). The fee is a monthly, flat-rated charge assessed to iVoIP customers for each line, voice path or trunk that is active on the account. Cox may change the NIF rate from time to time by providing notice to the Customer. This charge is not a charge assessed by a government agency.

(c). The Regulatory Cost Recovery Fee ("RCRF") is a monthly fee that Cox assesses its customers that helps recover costs associated with expenses associated with regulatory proceedings and compliance. The fee is percentage-based, applicable against all retail interstate and international charges. Cox may change the RCRF percentage rate from time to time by providing notice to the Customer. This fee is not a tax or fee assessed by a government agency.

A non-exhaustive list of additional Taxes, Fees, and Surcharges that may apply is described at <https://www.cox.com/business/support/taxes-fees-and-surcharges-for-cox-services.html> and [coxbusiness.com/cbsurchargesandfees](https://www.cox.com/business/support/taxes-fees-and-surcharges-for-cox-services.html). Cox may charge additional Taxes, Fees, and Surcharges which may not be described in this Agreement or the link in the preceding sentence. All Taxes, Fees, and Surcharges are subject to change from time to time.

C22. Toll Service. If a Customer in any single month accrues toll charges in excess of twice the average monthly toll charges of similarly situated customers or twice the actual monthly average of the individual Customer's charges, Cox may review the Customer's previous billing and payment history. If such review indicates that the probability of payment is unlikely, Cox may contact the Customer to make inquiries concerning the abnormal usage and may require a security deposit and/or payment of charges on the account to continue service. If the Customer does not comply with the conditions prescribed in this section within forty-eight (48) hours, Cox may suspend or terminate Service. If a Customer exceeds the average monthly toll charges of Cox's customers and has exhibited a previous inability to pay such charges, Cox may impose toll controls, where technically feasible, or a toll cap of \$100.00.

C23. Unlimited Services. Cox Voice Services provided on an unlimited basis shall be subject to the additional restrictions in this Section, and all other

use restrictions set forth in the Agreement, including, without limitation, Sections A29, C15, and C16. Unlimited Voice Services shall apply only to direct-dialed outbound calls to the United States made from the line subject to an unlimited plan. Unlimited calling is not available for calls shorter than two minutes in length. Unlimited calling shall not apply toward operator-assisted, collect calls, toll free (inbound) calls, calls billed to a third party or credit cards, or calls to directory assistance, each of which may incur additional charges to Customer. Unlimited calling plans shall not be used in conjunction with (a) call center applications, (b) Automatic Call Distribution (ACD) systems, (c) long distance Internet access, (d) resale of unlimited minutes, (e) PBX trunks or services, (f) non-square electronic key and hybrid telephone systems, (g) ground start line or trunks, (h) ISDN services, (i) public telephone services, (j) public access smart-pay phones, (k) multiparty conference calling, multiparty "chat" lines or engaging in activities that generate minutes that result in revenue-sharing by a Customer, or (l) the functional equivalent of any system listed above. Cox retains the right to monitor the type and volume of Customer's usage to ensure that the Customer's use of the plan is consistent with all restrictions provided for in the Agreement. If Cox determines that the Customer is in violation of any restrictions in this Agreement, Customer shall forfeit eligibility for the unlimited plan and Cox may suspend or terminate Services provided to Customer or move the Customer's service to another plan offered by Cox.

D. Terms and Conditions Applicable to Video Services

In addition to all provisions in Section A above, the provisions of Section D shall also apply to all video Service(s) including, without limitation, a 'Cox Business TV' package, 'Contour on Campus', and 'Bulk TV Subscriptions':

D1. Video Service. If Customer is purchasing video Service, Cox shall provide video Services to the Demarcation Point as more specifically set forth herein, and Customer shall be responsible for the Customer Internal Distribution System and distribution of the signal past the Demarcation Point. Cox will deliver to Customer its standard channel lineup, video programming channels and video signals for the applicable Service Area (except as otherwise required by applicable law), and such lineups and signals are subject to change from time-to-time by Cox in its sole discretion. In order to receive the Service, Customer must have the necessary equipment to receive the Service (e.g. TVs, monitors, circuits, etc.) and, at all times during the Term, Customer is responsible for ensuring that such equipment is compatible with the Service. For example, if Cox provides Customer with an encrypted signal for the Service, Customer must have equipment with decryption capabilities that are satisfactory to Cox.

The rates charged for video services is on a per outlet basis. Customer shall not add or attempt to add additional video outlets using the video signal feed provided by Cox, without Cox's prior written consent. Customer is responsible for the costs of all additional video outlets that receive the video signal feed provided by Cox. Customer must notify Cox of any additional video outlets that receive the Cox video feed during the Term of the Agreement.

Customer acknowledges and agrees that (i) the programming and information contained in the Service may not be changed or altered by Customer or its agents; (ii) because Cox makes use of certain programming owned by others in providing the Service, Cox is not guaranteeing the provision or future availability of any particular program or channel, and (iii) Customer will make no claims nor undertake any legal action against any person or entity, including Cox's programmers or vendors, if certain programming is interrupted, discontinued or substituted. Cox may change video and music

Service prices periodically during the Term of this Agreement upon thirty (30) days prior written notice. Residential video rates are not available to Customer and Customer shall be liable to Cox for the difference between the Cox Business video rates and any residential rates. Customer shall have no claim against Cox if any video or music channel is modified or deleted by any programmer supplying such content to Cox. Cox may restrict the display of certain programming or video Services to certain locations within the Premises. If Customer engages in a public performance of any copyrighted material contained in any of the video or music Services provided under this Agreement, including, without limitation, for the unauthorized showing of a Pay-Per-View event or movie, the Customer, and not Cox, shall be solely responsible for obtaining any public performing licenses and for all corresponding charges and liability. Customer is subject to additional surcharges for outlets located in bars and/or restaurants that receive said video Services. For certain channels and programming, Customer may need to negotiate directly with the programming rights holders. In addition to any fees Customer may be responsible for to a third party, Cox may also charge Customer a separate authorization fee as determined solely by Cox. Customer shall only order Pay-Per-View programming directly from Cox.

If Cox provides digital video recorder (DVR) equipment and service ("DVR Equipment and Service") to Customer, the following shall apply: With respect to DVR Equipment and Service, Customer acknowledges and agrees that (i) Customer, and not Cox, is solely responsible for obtaining any copyright licenses necessary for Customer to use the DVR Equipment and Service, including, without limitation, any necessary reproduction or public performance licenses; and (ii) Cox does not monitor or control the Customer's use of the DVR Equipment or Service and does not have access to any content Customer may record using the Equipment or Service. Notwithstanding the foregoing, Cox reserves the right, at Cox's option, to discontinue the Service(s) and/or remove the DVR Equipment immediately if Cox discovers that Customer uses or has used the DVR Equipment or Service in a manner that violates any applicable law or regulation or that actually or allegedly infringes or violates any third party's copyright, literary, privacy, patent, trademark or any other intellectual property or proprietary rights. Further, Customer's indemnity obligations under the Agreement shall include the obligation to indemnify and defend Cox for any actual

or alleged claims of contributory or vicarious infringement through the use of the Services and DVR Equipment provided by Cox to Customer.

D2. **Video Service Surcharges.** If Customer receives video service from Cox under this Agreement, then Customer is subject to a monthly "Broadcast Surcharge" fee. The current Broadcast Surcharge fee may be posted at coxbusiness.com/cbsurchargesandfees.

Beginning April 1, 2017, Cox may, in its sole discretion, charge Customer a "Regional Sports Surcharge" based on the package and channels provided by Cox to Customer. The current Regional Sports Surcharge may be posted at coxbusiness.com/cbsurchargesandfees.

The Broadcast Surcharge, Regional Sports Surcharge, and any other surcharges and fees on the video services are subject to change from time to time. Additional surcharges and fees may apply and are all subject to change from time to time.

Video services provided to bars and restaurants may be subject to additional surcharges as determined solely by Cox and which are also subject to change from time to time.

D3. **Premium Channels.** If Customer purchases any Premium Channels video package from Cox this provision shall apply. With respect to Premium Channels (e.g. HBO, Cinemax, Starz, Encore, Showtime, etc.), Customer acknowledges and agrees that: (i) the Customer shall comply with all obligations in the Agreement, including, but not limited to, paying for all charges when due, (ii) Customer, and not Cox, is solely responsible for obtaining any copyright licenses necessary for Customer to use the Premium Channels, including, without limitation, any necessary reproduction or public performance licenses; and (iii) Cox makes no representations or warranties about the availability of the Premium Channels. Notwithstanding the foregoing, Cox reserves the right, at Cox's sole option, to discontinue the Service and/or remove the Premium Channels immediately if Cox discovers that Customer uses or has used the Premium Channels or Service in a manner that violates any applicable law or regulation or actually or allegedly infringes or violates any third party's copyright, literary, privacy, patent, trademark or any other intellectual property or proprietary rights. Customer's indemnity obligations under the

Agreement shall include the obligation to indemnify and defend Cox for any actual or alleged claims of contributory or vicarious infringement through the use of the Premium Channels provided by Cox to Customer. For technical reasons, Cox may have to provide signal feeds for several Premium Channels (e.g. HBO, Cinemax, Starz, Encore, Showtime), up to the Demarcation Point. However, for the avoidance of doubt, past the Demarcation Point, Customer is only authorized to receive the signal for the channel(s) that it has specifically purchased, even if Cox provides signals for several channels up to the Demarcation Point. If Customer or any end user receives or attempts to receive a signal for a Premium Channel past the Demarcation Point and such channel is not purchased by Customer, this shall be deemed a material breach of the Agreement by Customer, and Cox reserves the right to immediately terminate the Agreement and/or require that Customer immediately pay all applicable early termination fees and/or require that Customer pay Cox the standard fee Cox would have charged Customer had Customer contracted with Cox to receive the Premium Channels as of the date Cox first provided the Service to Customer. Customer shall indemnify, defend and hold Cox, its parents and Affiliates, harmless from any claims arising from Customer's or any end users unauthorized use of any channel. Cox reserves the right to audit the Premises receiving Services, from time to time during the Term, to determine if Customer or any end user are receiving any signals for any channels that Customer is unauthorized to receive.

D4. **Analog to Digital Transition.** During the Term, Cox may, in its sole discretion, transition certain or all channels in the standard channel lineup from an analog transmission to a digital transmission. In such event, Customer shall be required to rent from Cox either a digital receiver box/set-top box for each video outlet or digital insertion equipment in order to continue receiving such channels. Customer shall be solely responsible for the payment of the rental fee for the digital boxes and said rental fee is subject to change from time to time. Cox will add said rental fee to Customer's monthly invoice. If digital insertion equipment is required, Customer may be charged an installation fee, and title to the digital receiver/set-top box and any digital insertion equipment shall remain with Cox at all times. Cox may, in its sole discretion, require a site survey on the Premises to identify the number of digital boxes

needed. Customer acknowledges that its refusal to cooperate with or provide access to Cox to administer the digital transition may result in certain or all channels becoming unavailable. Notwithstanding anything to the contrary in the Agreement, Customer's (i) failure to pay the rental fee for each digital box or (ii) Customer's refusal to cooperate or provide access to Cox to administer the transition (as solely determined by Cox), shall each be a material breach of the Agreement permitting Cox to immediately terminate the Agreement and/or the affected video Service(s) due to Customer's breach and Customer shall pay the applicable termination fee. As clarification, the digital box rental fee is a separate 'fee' the Customer is obligated to pay and shall not be considered an increase in the rate of Service. Customer shall have no right to terminate the Agreement due to the transition of channels to a digital transmission and/or the addition of the rental fee for the digital boxes or insertion equipment. Cox, at all times, shall retain ownership of the digital box and all other equipment provided to Customer by Cox, and the digital box and such equipment shall be deemed "Cox Equipment" as defined herein.

E. Terms and Conditions Applicable to Other Services

In addition to all provisions in Section A above, the provisions of Section E shall also apply as applicable:

E1. Web Hosting Servers. Cox reserves the right to select the server for Customer's web site for best performance. Customer understands that the Services provided by Cox may be provided on a shared server. This means that one web site cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active Common Gateway Interface (CGI) scripts or chat scripts. If Customer's web site overwhelms the server and causes complaints from other users, Customer has outgrown the realm of shared Services and will be required by Cox to relocate its web site. If Customer refuses to comply with this Section, then Cox has the right to terminate Services. Cox will use reasonable efforts to maintain a full-time Internet presence for Customer. Customer hereby acknowledges that the network may, at various time intervals, be down due to, but not restricted to, utility interruption, maintenance, equipment failure, natural disaster, acts of God, or human error. Neither Cox nor any Cox Related Party shall have any liability to Customer for such outages or server downtime. Customer shall be solely responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any.

E2. Cox Email Account. Cox may, with at least thirty (30) days prior notice, terminate or suspend all or any portion of a Cox email account(s) provided to Customer. Any such termination or suspension shall be made by Cox in its sole discretion and Cox will not be responsible to Customer or any third party for any damages that may result or arise out of such termination or suspension of Customer's email account(s) and/or access to the service. Customer must log into its email account(s) using a desktop browser at least once per year.

E3. Transport Service Outside the Continental United States. If Customer purchases data transport Services from Cox within the United States and Customer requests that such data transport Services connect to data transport services outside the continental United States ("International Services"), Customer authorizes Cox to act as its agent to purchase such International

Services on behalf of Customer from an International Service Provider that is authorized to provide such services in the applicable International location. Customer agrees to abide by the applicable acceptable use policy and all other terms and conditions required by the International Service Provider for such International Services. Customer hereby further authorizes Cox, as Customer's purchasing agent for such International Services, to receive any billing invoices directly from the International Service Provider and to submit and/or dispute payment(s) on Customer's behalf during the term of the services agreement for said International Services provided that in no event shall such actions by Cox relieve Customer's responsibility for payment for such International Service charges. Customer acknowledges and agrees that Cox, in its discretion, may combine into one (1) monthly invoice any Service charges and related fees and taxes for the International Services with any Service charges and related fees and taxes for Cox Services. Customer agrees to pay such invoice in accordance with the terms and conditions of this Agreement. In exchange for Cox's service as a purchasing agent for Customer's International Service, Customer agrees to pay Cox a management fee (to be determined by Cox in its sole discretion), which fee shall be included in Customer's invoice. Any taxes and fees billed to or incurred by Cox related to the International Services shall be the sole responsibility of the Customer. Cox reserves the right to terminate the Transport Services Outside the Continental United States at any time upon written notice to Customer.

E4. Terms and Conditions Applicable to DDoS Services. In the event that Customer purchases any DDoS Services from Cox, Customer's receipt, use and purchase of such DDoS Services shall be subject to the terms and conditions of this Agreement, and the "DDoS Mitigation Services Terms and Conditions" which are posted at <https://www.cox.com/content/dam/cox/aboutus/documents/DDoS-Mitigation-Terms-and-Conditions.pdf> which are incorporated into this Agreement by this reference (the "DDoS Terms"). In the event of a conflict between the DDoS Terms and any other term or condition of the Agreement, the DDoS Terms shall control with respect to the purchase and/or use of the DDoS Services.

E5. Dark Fiber Services. This Agreement is not intended for dark fiber services. Notwithstanding anything to the contrary in this Agreement, if dark

fiber services are covered under this Agreement, Cox reserves the right, in its sole discretion, to terminate this Agreement (or any portion thereof) upon five (5) days' written notice to Customer.

E6. Colocation Services. This Agreement is not intended for colocation services. Notwithstanding anything to the contrary in this Agreement, if colocation services are covered under this Agreement, Cox reserves the right, in its sole discretion, to terminate this Agreement (or any portion thereof) upon five (5) days' written notice to Customer.

E7. Cox Business Security Solutions. This Agreement is not intended for Cox Business Security Solutions or any other business security product. If said services are covered under this Agreement, Cox reserves the right, in its sole discretion, to terminate this Agreement (or any portion thereof) upon five (5) days' written notice to Customer.

E8. Resale Terms. AS DESCRIBED IN SECTION A, RESALE OF SERVICES IS STRICTLY PROHIBITED UNLESS EXPRESSLY AUTHORIZED IN WRITING BY COX IN THIS AGREEMENT OR FORMAL WRITTEN AMENDMENT TO THIS AGREEMENT, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW. A FORMAL RESELLER AGREEMENT IS PREFERRED TO RESELL SERVICES AND COX RESERVES THE RIGHT TO IMMEDIATELY REVOKE ITS PERMISSION TO ALLOW RESALE AT ANY TIME UPON NOTICE TO CUSTOMER. Notwithstanding, if Cox expressly authorized the Customer to resell the Service(s) (or any portion thereof) in writing in the Agreement or formal written amendment to said Agreement and/or the right to resell is required by applicable law, the following reseller terms shall apply: The end user customer(s) that Customer resells Service(s) to is defined as the "Reseller Customer(s)". Reseller Customers shall only be business customers. Customer shall not resell Services to any residential end user. Cox may, but reserves the right not to, make commercial Services (excluding video services which are expressly prohibited) available to Customer so that Customer may offer these Services to its Reseller Customer(s) subject to the restrictions and the conditions contained in this provision and the Agreement. The Services are subject to Customer's and its Reseller Customer's compliance with the AUP which may be found at coxbusiness.com/acceptableusepolicy. Cox may terminate Services to Customer and/or any

Reseller Customer if Cox reasonably determines Customer or any Reseller Customer is violating this Agreement or the AUP. Cox further reserves the right, in its sole discretion, to reject or terminate any agreement or order for Services to Customer and/or any Reseller Customer at any time during the Term of this Agreement. Customer shall be solely responsible for determining the pricing of Services provided by Customer to its Reseller Customer. Customer agrees that: 1) Customer is responsible for providing all support to Reseller Customers using the Service and shall not have its Reseller Customer contact Cox directly in the event support is needed; 2) Customer shall not make any guarantees to its Reseller Customers regarding availability or speed of the Service(s); 3) Customer shall not (i) use any Cox trademarks or logos, (ii) market or sell the Service(s) using any Cox trademarks or logos, or (iii) represent to any third party that Customer is, or is acting on behalf of, Cox in its provision of the Services to Reseller Customers; 4) neither Customer nor any Reseller Customer(s) receiving Services from Customer hereunder may resell the Services to any existing customer or currently contracted customer of Cox or any of Cox's Affiliates that is receiving Services directly from Cox; 5) Customer shall not permit any Reseller Customer to resell the Service(s) without obtaining Cox's prior written consent, which consent may be withheld in Cox's sole discretion; 6) Customer is responsible for ensuring that all Reseller Customers using the Service agree to the terms of Cox's AUP, as amended from time to time and available on Cox's website; 7) if Customer becomes aware of a violation of the AUP by any Reseller Customer, Customer shall suspend the Service to such Reseller Customer and notify Cox; 8) Cox reserves the right to terminate or suspend Service to Customer and/or any Reseller Customer using the Service if, in Cox's sole discretion, the AUP is violated; and 9) if Customer provides the Service to more than one Reseller Customer and a violation of the AUP occurs, Cox may suspend or terminate service to all Reseller Customers and Customer, as Cox does not have the ability to determine which entity is responsible for the violation. Customer shall remain fully responsible for all charges and liability for the Service(s). Upon expiration, cancellation or termination of this Agreement, Cox reserves the right to terminate all Services provided to Customer and each of the Reseller Customers receiving Services from Customer upon providing Customer with written notice of termination. Customer will defend,

indemnify, and hold harmless Cox and its Affiliates, officers, directors, employees, agents and contractors from and against any and all loss, liability, damage and expense (including reasonable attorneys' fees) arising out of any demand, claim, suit or judgment for damages for (i) any claims by any Reseller Customer(s) arising out of, or connected to, Customer and/or its Reseller Customer(s) ability or inability to use the Services, including, without limitation, claims arising from content contained in or obtained through the Service, service interruptions, service outages, or failure of Cox to provide the Services as contemplated under this Agreement; (ii) any claims relating to any Reseller Customer's violations of the AUP; and/or (iii) willful misconduct or illegal conduct of Customer and/or their Reseller Customers in connection with the use of the Services.

Customer shall be solely responsible for the costs and expense of branding, marketing and promoting its services to Reseller Customers. Customer may brand the Services under its own brand provided that the branding is not confusing and does not use nor infringe on any Cox brands, service marks, or trademarks. Neither party shall be authorized to use the brands, service marks or trademarks of the other without the prior written consent which consent may be withheld in such party's sole discretion.

Customer is solely responsible for arranging all necessary rights of access for Cox from the public rights of way to any Reseller Customer's premises, including space for cables, conduits, and equipment as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace or remove any and all facilities and equipment provided by Cox and Customer shall be solely responsible for the costs of same. Customer shall diligently pursue execution of any access agreement in a timely manner as requested by Cox. Customer shall ensure that Reseller Customer will provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for any Cox Equipment. Cox will use reasonable efforts to make the Services available by the requested service date provided Customer first secures Cox access to the premises. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's reasonable control, including, without limitation, Customer's failure to arrange access. If a Reseller Customer delays installation or is not ready to

receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. If a Reseller Customer delays installation for more than ninety (90) days after the execution of the applicable agreement for services, Cox reserves the right to terminate the applicable agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred.

E9. Technical Support Services

(a) **Cox Business Tech Solutions.** If Customer purchases Cox Business Tech Solutions, such service will be subject to this Agreement and to the terms and conditions located at www.coxbusinessstechsolutions.com (the "Cox Business Tech Solutions Website"). Cox may change the terms and conditions located at the Cox Business Tech Solutions Website at any time. In the event of a conflict between this Agreement and the terms and conditions located at the Cox Business Tech Solutions Website, the terms and conditions located at the Cox Business Tech Solutions Website shall control. Notwithstanding anything to the contrary in this Agreement, at the end of the Initial Term commitment for the Cox Business Tech Solutions Service, the term will continue on a month-to-month basis until terminated by either party on thirty (30) days' notice. During the month-to-month extension, Cox may increase the price for Cox Business Tech Solutions at any time by providing notice to Customer.

(b) **Cox Business Complete Care.** If Customer purchases Cox Business Complete Care, such service will be subject to this Agreement and to the additional terms and conditions posted in the policies section at <https://www.cox.com/aboutus/policies/business-general-terms.html> ("CBCC Terms"). Cox may modify the CBCC Terms at any time without notice. In the event of a conflict between this Agreement and the CBCC Terms, the CBCC Terms shall control. Notwithstanding anything to the contrary in this Agreement, at the end of the Initial Term commitment for the Cox Business Complete Care Service, the term will continue on a month-to-month basis until terminated by either party on thirty (30) days' notice. During the month-to-month extension, Cox may increase the price for Cox Business Complete Care at any time by providing notice to Customer.

E10. Cox Business Service Assurance Plan Terms and Conditions

If Customer elects to purchase the Cox Service Assurance Plan (the "Assurance Plan"), Customer shall be subject to the terms and conditions of this Agreement, including the following terms and conditions contained in this Section.

E10.1. Agreement. Customer hereby agrees to the terms and conditions of this Assurance Plan upon the execution of a Commercial Services Agreement containing a line item for the Assurance Plan. The term of the Assurance Plan shall be coterminous with the term of any Services purchased by Customer under this Agreement. Customer agrees and acknowledges that the Assurance Plan must remain in effect for a minimum of twelve (12) consecutive months. Customer may terminate the Assurance Plan at any time after the initial twelve (12) months. If Customer terminates the Assurance Plan before the end of the initial twelve (12) months, Cox reserves the right to charge Customer the difference between (a) the amounts paid by Customer under the Assurance Plan as of the termination date and (b) the total costs incurred by Cox for any Services or equipment provided to Customer under the Assurance Plan during the initial twelve (12) month period—i.e., truck rolls, wiring and equipment costs, and any other time & materials-based costs. Customer is not required to subscribe to the Assurance Plan to receive communications Services from Cox. Key systems or PBXs used by Customer to support their Services are not covered under the Assurance Plan.

E10.2. Customer Obligations. Customer is responsible for maintaining and repairing all inside wiring including standard telephone jacks (collectively, "Inside Wiring") located on Customer's side of the punch-down box (or 66 block), which will be installed by Cox at the Premises. For multi-tenant office locations, the Inside Wiring is the wiring located inside of the offices leased to Customer or the business Premises that serves Customer's unit or leased area. Inside Wiring may be repaired by (i) Customer, (ii) any third party vendor at Customer's sole cost and expense, or (iii) Cox, subject to the terms and conditions of this Service Assurance Plan. Customer is required to reconnect all electronic equipment to the Inside Wiring, including reprogramming of Customer's equipment that may be required due to loss of Inside Wiring connectivity. Customer is responsible

for all damage to the Premises caused by the installation, repair or replacement of Inside Wiring including without limitation, wall board holes, wood trim damage, and other defacement due to attachment of wiring, staples, hooks, and adhesives.

E10.3. Assurance Plan Coverage. The Assurance Plan only provides coverage for repairs and replacement of Inside Wiring used to provide Cox voice Services provisioned on the Cox network within the Premises. Under this Assurance Plan, provided that Customer pays the Charges (as defined below) and maintains Cox telephone Services at the applicable location, Cox will perform a diagnostic analysis of Customer's telephone line(s) if Customer calls in a trouble ticket. This feature of the Assurance Plan may require a service call to Customer's location by a Cox technician. At Cox's discretion, subject to (i) exclusions and conditions contained in this Assurance Plan and (ii) the approval of Customer and/or the owner of the Premises, Cox will either repair or replace Customer's Inside Wiring at no additional charge to Customer. Customer acknowledges that replacement of Inside Wiring may require surface mounting of wiring and exterior mounted jacks. Installation of concealed wiring and flush-mounted jacks may be subject to additional charges.

E10.4. Assurance Plan Charges. Customer shall pay Cox the monthly recurring charges ("Charges") set forth in Customer's invoice for the Assurance Plan. The Charges are assessed in accordance with the chart below. Cox reserves the right to modify the Charges by providing Customer thirty (30) days prior written notice via (i) bill insert, (ii) written notice set forth on the invoice; or (iii) a separate written notice.

E10.5. Additional Conditions and Scope of the Assurance Plan

- a) Any Customer who has purchased Cox VoiceManagerSM or Cox IP Centrex service that is not terminated into a key system is eligible for this service.
- b) For Customers who lease telephones from Cox, or subscribe to Cox IP Centrex service, the Charges for the Assurance Plan are based on the total number of telephones sets leased by Customer.

- c) The Assurance Plan does not include coverage for the installation of new Inside Wiring installed during the term of this Agreement.

E10.6. The following services are *included* in the Assurance Plan:

- a) Repair and replacement of wire from the Demarcation Point to a telephone jack;
- b) Replacement of fittings, splitters, amplifiers and outlets installed or existing in accordance with accepted industry standards, as determined by Cox in its sole discretion;
- c) Cox-supplied wiring that is installed at the time of installation of a Cox voice service;
- d) Provide analysis on Customer-owned equipment that may be impeding Cox Service;
- e) Identification and verification that Cox-owned equipment and Cox Services are working properly;
- f) Identification of incorrect Customer connections; and
- g) Identification of unauthorized outlets or jacks.

E10.7. The following services are *excluded* from coverage under the Assurance Plan:

- a) Installation of new inside wiring or outlets;
- b) Fees associated with installation, removal, or relocation of, or change to, Cox services;
- c) Wiring used for fiber optics;
- d) Any wiring that supports a competitor's service offering;
- e) Repairs required due to faulty Customer equipment;
- f) Repair of wiring which does not meet industry standards, Federal Communications Commission rules or the National Electrical Code;
- g) Repair of wiring concealed with a wall unless Customer removes and replaces all obstructions (wall board, ceilings, flooring, etc.) to allow Cox access to wiring;
- h) Repair or replacement of telephone equipment unless provided by Cox;
- i) Pre-existing condition or problem with Inside Wiring or telephone jacks causing out of service conditions. Examples include, without limitation, non-standard install practices, wiring problems (such as stapling, etc.) caused by Customer or any third party, and dangerous electrical or wiring issues;

- j) Riser cables;
- k) Installation or relocation of jacks or outlets;
- l) "Wall fishing" or "wall punching" that may be required to perform wiring repairs;
- m) Repair or replacement of Customer-owned equipment (equipment may be covered by a warranty) and wire that connects such equipment;
- n) Swapping or changing out Cox or Customer-owned equipment;
- o) Computer configuration assistance;
- p) Repair or replacement of receiver, remote units, including battery replacement;
- q) Installation of entertainment systems and related equipment; or
- r) Wiring damage caused by Force Majeure, vandalism, fire, flood, earthquake, Acts of God, remodeling, gross negligence or willful damage.

As to any question of whether services are included or excluded from the Assurance Plan, Cox will be the sole party authorized to make the determination.

E10.8. LIMITATION OF LIABILITY. IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY PROVIDED UNDER THE AGREEMENT, COX AND ANY COX RELATED PARTY SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM CUSTOMER'S USE OR INABILITY TO USE THE INSIDE WIRING WHETHER COVERED BY THE ASSURANCE PLAN OR OTHERWISE. COX'S MAXIMUM LIABILITY FOR DAMAGES CAUSED BY REPAIR OR REPLACEMENT OF INSIDE WIRING UNDER THIS ASSURANCE PLAN SHALL BE LIMITED TO THE LESSER OF: (I) ALL AMOUNTS PAID BY CUSTOMER UNDER THE ASSURANCE PLAN OR (II) \$250.00. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR THE REPROGRAMMING OR MALFUNCTION OF EQUIPMENT CONNECTED TO THE INSIDE WIRING SUCH AS ALARMS, METERS, SENSORS, TELEPHONE EQUIPMENT OR OTHER DEVICES.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17344

County Administrator's Report 9. 4.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: Contract Award for SHIP Housing Rehabilitation Services for 1029 Webster Drive

From: CLARA LONG, Acting Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for SHIP Housing Rehabilitation Services for 1029 Webster Drive - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 1029 Webster Drive:

A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement between Escambia County, Florida; David H. Griffin Enterprises, LLC, Contractor; and Franklin and Judy Clark, Owners; per the terms and conditions of S-R-2020-3, NED SHIP Housing Repair for 1029 Webster Drive, for \$28,850; and

B. Authorize the issuance of a Purchase Order.

[Funding: Fund 120/2018 SHIP, Cost Center 370205]

BACKGROUND:

An Invitation to Bid for project S-R-2020-3, NED SHIP Housing Repair for 1029 Webster Drive was published in Vendor Registry on December 13, 2019 (Exhibit I), and accessed by 78 firms including construction bid resources such as the Construction Journal and Construction Bid Source. A mandatory pre-solicitation conference was held on December 20, 2019, at the property, which was attended by five firms. One sealed bid was received on December 27, 2019, from David H. Griffin Enterprises, LLC. The base bid received was for \$38,145, which was in

excess of the \$30,000 maximum allowed by the SHIP program as outlined in the Board approved Local Housing Assistance Plan. In order to get the project within program maximums, NED negotiated with the contractor to remove the proposed repairs to an interior bath, which the contractor bid at \$9295, leaving a new Contract total of \$28,850, in order to allow the project to proceed within grant funding limits and address exterior code repairs. The bid tabulation is included in Exhibit II and the Program Agreement is provided as Exhibit III.

This applicant was referred to the Neighborhood Enterprise Division (NED) by the Environmental Enforcement Division. In the Local Housing Assistance Plan (LHAP), the SHIP housing repair program provides for priority to be given to income eligible special needs households and applicants with code enforcement violations. Repairs for this property will include installation of a new roof, repair of framing in carport/storage area, and assorted exterior repairs to correct code violations. This repair project will allow all code citations on this property to be corrected and close the open code enforcement case.

BUDGETARY IMPACT:

Funds are available in Fund 120/2018 SHIP, Cost Center 370205.

LEGAL CONSIDERATIONS/SIGN-OFF:

The SHIP Housing Rehabilitation Services Program Agreement has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts. The project and Agreement are in compliance with the SHIP LHAP and the property owner meets all eligibility guidelines for assistance under this program.

IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division will submit the Purchase Order and will have administrative oversight of the project.

Attachments

Ex I-Bid Document 1029 Webster

Ex II-Bid Tabulation 1029 Webster

Ex III-Agreement 1029 Webster





EXHIBIT I

Expired Solicitation

Manage expired solicitation

[Expired Solicitations](#) / [Expired Solicitation](#)

[REOPEN](#) [COPY](#) [ANALYTICS](#) [QUESTIONS](#) [SET TO 'IN REVIEW'](#)

Status: In Review

Solicitation: NED S-R-2020-3

Solicitation Request: NED SHIP HOUSING REPAIR for 1029 Webster Drive

Deadline: 12/27/2019 12:00 PM (Central Time)

Pre-Solicitation Meeting-Date: 12/20/2019 8:30 AM (Central Time)

Pre-Solicitation Meeting-Details: Mandatory pre-bid conference will be held at the project site on December 20, 2019 at 8:30 AM

Description:

NED SHIP single family housing rehabilitation project for Franklin and Judy Clark located at 1029 Webster Drive, Pensacola, Fl. 32505. Repairs include roof replacement with Cornice work and siding, bath upgrades with fixtures and plumbing.

Allow Online Bid Submittal: No

Products and Services Keywords:

- painting, maintenance and repair services
- siding and roof single family
- siding and roof
- maintenance and repair residential buildings
- home construction single family

Products and Services:

- Home Construction, Single Family
- Maintenance And Repair, Residential Buildings (Incl. Single Family Homes And Apartments)

- Painting, Maintenance And Repair Services (Including Caulking)

Documents:

- [SHIP Housing Repair Specs-F. Clark.pdf](#)
- [Pre-bid 1029 Webster.pdf](#)

Notified Vendors:

- 12/13/2019 - 850 Paint Pro (rick850@gmail.com)
- 12/13/2019 - ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 12/13/2019 - Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 12/13/2019 - Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 12/13/2019 - Arkitektura Development Inc (bethacontreras@gmail.com)
- 12/13/2019 - B2W Home Repair (b2wrepair@gmail.com)
- 12/13/2019 - Baughn Renovations, LLC (oran@baughnrenovations.com)
- 12/13/2019 - Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)
- 12/13/2019 - Beach Bum Renovations & More LLC (beachbumrenovations@gmail.com)
- 12/13/2019 - Bill walther construction (billwaltherconstruction@gmail.com)
- 12/13/2019 - Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 12/13/2019 - Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 12/13/2019 - Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 12/13/2019 - Blue Team Restoration (kcox@bbmkcontracting.com)
- 12/13/2019 - Chris Perritt LLC (chrp4x4@aol.com)
- 12/13/2019 - Citrus Sandblast (brandon@citrussandblast.com)
- 12/13/2019 - Coastal Cottage Concierge (coastalc3@gmail.com)
- 12/13/2019 - Construction Bid Source (chin@constructionbidsource.com)
- 12/13/2019 - Construction Journal (bids@thejc.com)
- 12/13/2019 - Corporate vision inc (corpvisioninc@gmail.com)
- 12/13/2019 - Curley Construction of NW FL Inc (c2144@cox.net)
- 12/13/2019 - D & K Concrete construction (dkconcrete24@gmail.com)
- 12/13/2019 - David H Griffin Enterprises, LLC (bbdllc@yahoo.com)
- 12/13/2019 - Design Home Builders, Inc. (tony234@bellsouth.net)
- 12/13/2019 - Dodge Data & Analytics (dodge.bidding@construction.com)
- 12/13/2019 - Dodge Data & Analytics (s.kalyanaraman@construction.com)
- 12/13/2019 - Duggins Services, Inc (asmith@dugginsservices.com)
- 12/13/2019 - Duggins Services, Inc (sales@dugginsservices.com)
- 12/13/2019 - E. O. Koch Construction Co. (mike@eokoch.com)
- 12/13/2019 - Emerald Coast Constructors, Inc. (mark.ecc@cox.net)
- 12/13/2019 - Emerald Coast Constructors, Inc. (rzimmerman.ecc@gmail.com)
- 12/13/2019 - empire builders (mike@empirebuildersgroup.com)
- 12/13/2019 - Empire Builders Group Inc (estimator@empirebuildersgroup.com)
- 12/13/2019 - Emry Construction LLC (emryconstruction@gmail.com)
- 12/13/2019 - Enterprise Pals, Inc. (nazim@enterprisepals.com)

- 12/13/2019 - Evan Chase Construction, Inc. (evanchaseconstruction@gmail.com)
- 12/13/2019 - Grand Service Company, LLC. (gsc7149@gmail.com)
- 12/13/2019 - Grand Service Company, LLC. (markg7149@gmail.com)
- 12/13/2019 - Green Group Environmental, LLC (brian@greengroupenvironmental.com)
- 12/13/2019 - Greenhut Construction (randy@greenhut.com)
- 12/13/2019 - Homes By Vets (eric@homesbyvets.com)
- 12/13/2019 - Huey's Works Corporation (admin@hueysworks.com)
- 12/13/2019 - Hurley R&R, LLC (Hurleyrnr@yahoo.com)
- 12/13/2019 - Infrastructure Specialty Services (kirk@issglobalservices.com)
- 12/13/2019 - Infrastructure Specialty Services (tammy@issglobalservices.com)
- 12/13/2019 - iSqFt (content@constructconnect.com)
- 12/13/2019 - iSqFt (kosborn@isqft.com)
- 12/13/2019 - J Green Construction Services, Inc. (jon@jgreenconstruction.net)
- 12/13/2019 - J&E Construction (may@jeconstruct.com)
- 12/13/2019 - Jire PPE & Jr construction Company LLC (demetrioroofing@gmail.com)
- 12/13/2019 - JRM Construction Group (eddie.aldridge@jrmconstructiongroup.com)
- 12/13/2019 - JRM Construction Group (jim.mizell@jrmconstructiongroup.com)
- 12/13/2019 - JSX Incorporated (jsparks@jsxcorp.com)
- 12/13/2019 - KWOIN CONSTRUCTION CORPORATION (aarchie@aol.com)
- 12/13/2019 - KWOIN CONSTRUCTION CORPORATION (kwoincorp@bellsouth.net)
- 12/13/2019 - LaCoste General Contractors LLC (lacostegeneralcontractorsllc@yahoo.com)
- 12/13/2019 - Mattair Construction Co., Inc. (becky@mattairconstruction.com)
- 12/13/2019 - Mattair Construction Co., Inc. (lloyd@mattairconstruction.com)
- 12/13/2019 - MCDELTA LLC (nisbez@me.com)
- 12/13/2019 - MCNORTON MECHANICAL CONTRACTORS
(LMCNORTON@MCNORTONHVAC.COM)
- 12/13/2019 - MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
- 12/13/2019 - MD Moore Homes Inc. (mdmoorehomes@gmail.com)
- 12/13/2019 - Mike Motes Builders LLC (amotes6912@aol.com)
- 12/13/2019 - OliverSperry Renovation (tboyer@oliversperryrenovation.com)
- 12/13/2019 - Olvera Company (mike@olveracompany.com)
- 12/13/2019 - Olympus Painting Contractors Inc (lisa@olympuspainting.com)
- 12/13/2019 - ParsCo, LLC (amir@pars-co.net)
- 12/13/2019 - Pat's Pump & Blower (kfender@patspump.com)
- 12/13/2019 - Pat's Pump & Blower (patspump@aol.com)
- 12/13/2019 - Rabbit Repairman, LLC (rabbitrepairman@gmail.com)
- 12/13/2019 - Reasor Building Group (matt.hall@rbg8a.com)
- 12/13/2019 - Reisch Development and Construction Services, LLC (peggy@reischco.com)
- 12/13/2019 - Renaissance BCI (jack@renaissance-bci.com)
- 12/13/2019 - Reyco Contracting Solutions LLC (vgarrett@reycocontracting.com)
- 12/13/2019 - Reyco Contracting Solutions LLC (vrey noso@reycocontracting.com)
- 12/13/2019 - Rockwell Corporation (rockwellcorporation@gmail.com)
- 12/13/2019 - Sessions Incorporated (sessionsincorporated@gmail.com)

- 12/13/2019 - Southern Lifestyle Development Company (chris@rrcoa.com)
- 12/13/2019 - Southern Lifestyle Development Company (derek@rrcoa.com)
- 12/13/2019 - Sunbelt Rentals (Brent.McCurry@sunbeltrentals.com)
- 12/13/2019 - Sunbelt Rentals (matt.rolfe@sunbeltrentals.com)
- 12/13/2019 - Team Synergy, LLC. (deanjacobs@teamsynergylc.org)
- 12/13/2019 - Terry's Paint & Body Inc. (hbrowser@aol.com)
- 12/13/2019 - Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
- 12/13/2019 - Three Palms Construction and Development, Inc. (eric@threepalmsfl.com)
- 12/13/2019 - Universal Pro Painting Inc. (universalpainting@mail.com)
- 12/13/2019 - Utility Service Co, INC (rlee@uscofl.com)
- 12/13/2019 - Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 12/13/2019 - Vantage Construction Group (doug@vantageconstructiongroup.com)
- 12/13/2019 - Wharton-Smith, Inc. (estimatinggulf@whartonsmith.com)
- 12/13/2019 - Wide Range Home Repair & Tractor Services
(widerangehomerepair@gmail.com)
- 12/20/2019 - 850 Paint Pro (rick850@gmail.com)
- 12/20/2019 - ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 12/20/2019 - Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 12/20/2019 - Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 12/20/2019 - Arkitektura Development Inc (bethacontreras@gmail.com)
- 12/20/2019 - B2W Home Repair (b2wrepair@gmail.com)
- 12/20/2019 - Baughn Renovations, LLC (oran@baughnrenovations.com)
- 12/20/2019 - Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)
- 12/20/2019 - Beach Bum Renovations & More LLC (beachbumrenovations@gmail.com)
- 12/20/2019 - Bill walther construction (billwaltherconstruction@gmail.com)
- 12/20/2019 - Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 12/20/2019 - Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 12/20/2019 - Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 12/20/2019 - Blue Team Restoration (kcox@bbmkcontracting.com)
- 12/20/2019 - Chris Perritt LLC (chrp4x4@aol.com)
- 12/20/2019 - Citrus Sandblast (brandon@citrussandblast.com)
- 12/20/2019 - Coastal Cottage Concierge (coastalc3@gmail.com)
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- 12/20/2019 - Wide Range Home Repair & Tractor Services
(widerangehomerepair@gmail.com)
- 12/31/2019 - 850 Paint Pro (rick850@gmail.com)
- 12/31/2019 - ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 12/31/2019 - Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 12/31/2019 - Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 12/31/2019 - Angela Monteleone, Handywoman Services (amonteswb@gmail.com)
- 12/31/2019 - Arkitektura Development Inc (bethacontreras@gmail.com)
- 12/31/2019 - B2W Home Repair (b2wrepair@gmail.com)
- 12/31/2019 - Baughn Renovations, LLC (oran@baughnrenovations.com)
- 12/31/2019 - Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)
- 12/31/2019 - Beach Bum Renovations & More LLC (beachbumrenovations@gmail.com)
- 12/31/2019 - Bill walther construction (billwaltherconstruction@gmail.com)
- 12/31/2019 - Berkshire Johnstone, LLC (chris@berkshirejohnstone.com)
- 12/31/2019 - Berkshire Johnstone, LLC (melissa@berkshirejohnstone.com)
- 12/31/2019 - Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 12/31/2019 - Blue Team Restoration (kcox@bbmkcontracting.com)
- 12/31/2019 - Chris Perritt LLC (chrp4x4@aol.com)
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Additions:**Addition 1:** In Review**Posted:** 12/31/2019**Documents:**

- [_Bid Tab template.OVER\\$25K.docx](#)

Addition 2: In Review**Posted:** 12/31/2019**Description:**

Contract award to be considered at 01/23/20 BCC meeting

Documents:

- [_Bid Tab template.OVER\\$25K.docx](#)

Addition 3: In Review**Posted:** 12/31/2019**Description:**

Contract award to be considered at 01/23/20 BCC meeting

Documents:

- [_Bid Tab template.OVER\\$25K.docx](#)

Need help? Contact our Government Support Team at [844-247-4220](tel:844-247-4220) (toll-free) or email: buyersupport@vendorregistry.com

EXHIBIT II

**Escambia County
Neighborhood Enterprise Division (NED) Housing Repair Program
Public Notice of Recommended Award
Bid Tabulation**

Bid Opening Date: 12/30/19

Bid Opening Time: 2:00 P.M.

Bid Opening Location: 221 Palafox Place, Suite 200

Solicitation Number: NED S-R-2020-3

Solicitation Name: NED SHIP Housing Repair Project for 1029 Webster Drive

AGENCY NAME	BASE BID	ALTERNATE 1	ALTERNATE 2	GRAND TOTAL
David H. Griffin Enterprises	\$38,145.00			\$28,850.00

Bids Opened By: George Bell, NED

Bids Witnessed By: Christine Crespo, NED; Ashley Dodds, Clerk of Court (COC)

Neighborhood Enterprise Division recommends to the BOCC to award a contract to David H. Griffin Enterprises, LLC for the negotiated bid of \$28,850.00.

Status: Under Review

BCC Meeting Date: 01/23/20

SHIP HOUSING REHABILITATION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between Franklin and Judy Clark (hereinafter referred to as "Owner"), and David H. Griffin Enterprises, LLC (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division (hereinafter referred to as "NED"), has established the **SHIP Housing Rehabilitation Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a SHIP Housing Rehabilitation Services loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Section 1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at 1029 Webster Drive, Pensacola, FL 32505 (hereinafter referred to as "Project"), in accordance with the *Scope of Work*, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor an amount not to exceed the total sum of \$ Twenty Eight Thousand Eight Hundred Fifty and No/100 Dollars (\$28,850.00) (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. If the Contract Amount is \$15,000 or less then the County shall issue payment to the Contractor in a single lump sum upon satisfactory completion of the Project. If the Contract Amount exceeds \$15,000 then the County shall issue two payments to Contractor as follows: 40% of the Contract Amount will be paid when 50% of the scope of work is certified complete by NED; the remaining 60% of the Contract Amount will be paid upon full completion of the scope of work and acceptance by NED.

Contractor may request payments by the submission of a properly executed original invoice with appropriate supporting documentation. Payments will be made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (a) defective work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the work by the Contractor; or (g) any other material breach of the Agreement.

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

Section 5. Bonds. If the Contract Amount exceeds \$25,000, the Contractor shall provide *Performance and Payment Bonds*, in the form prescribed in **Exhibit B**, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

Section 6. Notice to Proceed. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **thirty (30) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$50.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED shall compile a "punch list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 8. Delays. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of the Owner's unreasonable interference or other unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect,

including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County/NED in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon the completion of the work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery shall be protected by Contractor from damage during the prosecution of the work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the work.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Section 11. Final Completion. The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D**; (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. Tests and Inspections. The County/NED, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the work, whether performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the work for all required inspections, tests or approvals.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

If any work that is to be inspected, tested or approved is covered without written concurrence

from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any work is covered contrary to written directions from County, such work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. Reports. Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Agreement, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction.

Contractor shall keep all records and supporting documentation which relate to the work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 14. Defective Work. Work not conforming to the requirements of the Agreement shall be deemed "*defective work*." If required by County, Contractor shall either cure all defective work, whether or not fabricated, installed or completed, or, if the defective work has been rejected by County, remove it from the site and replace it. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

If the County considers it necessary or advisable that covered work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective work, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

Should the County determine, at its sole opinion, it is in the County's best interest to accept defective work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective work, incorporating the necessary revisions in the Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

If Contractor fails, within a reasonable time after the written notice from County, to correct defective work or to remove and replace rejected defective work as required by County, or if Contractor fails to perform the work in accordance with the Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Section. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Agreement, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by County of County's rights and remedies hereunder.

Section 15. Termination.

15.1 Termination for Contractor's Default. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as

directed by the County; or (c) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (d) discontinues the prosecution of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which County, in its sole discretion, may choose.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the prosecution of or completion of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc.) shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the work not performed. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of SHIP funds, and the County/NED reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 Notice of Suspension. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** written notice of such suspension. If all or any portion of the work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Agreement. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the

Contractor shall have the right to terminate the Agreement with respect to that portion of the work which is subject to the ordered suspension.

Section 16. Indemnification. To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. Insurance. The Contractor and any subcontractors who may perform work in connection with this Project are required to carry the following insurance:

- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Florida statutory Workers' Compensation or proof of exemption.

If the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Escambia County, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. Subcontracts. The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be

responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

Section 20. Warranty. Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. Utilities [CHECK ONE]:

The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

The Owner will permit the Contractor to use the water at no extra cost. The Contractor assumes all obligation/liability regarding the electrical power necessary to complete the Project.

Section 22. Owner's Responsibilities. The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the project. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. The Owner is responsible for reinstallation of area rugs, draperies, wall coverings and/or furniture at project completion unless otherwise specified in the Project Scope of Work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project.

Section 23. Notice to Owner of Florida's Construction Lien Law & Recovery Fund.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE

MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Owner and Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Owner and Contractor agree to maintain all public records for a minimum period of five (5) fiscal years in

accordance with the applicable records retention schedules established by the Florida Department of State. In the event that any party fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County/Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502
850-595-4947**

Section 26. Entire Agreement. This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. Permits. The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the prosecution of the work, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work.

Section 28. Compliance with Laws. Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

Section 30. Notices. Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Franklin & Judy Clark	David H. Griffin
Neighborhood Enterprise Division	1029 Webster Dr	David H. Griffin Enterprises, LLC
221 Palafox Place, Suite 200	Pensacola, FL 32505	2176 Bumpy Rd.
Pensacola, FL 32502		Cantonment, FL 32533

All notices shall be sent by certified mail, return receipt requested.

Section 31. No Discrimination. The Owner and Contractor shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

Section 32. No Waiver. This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. Governing Law. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

Section 34. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

Section 35. Headings. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

Section 36. Authority. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

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

Signature of Contractor:	Signature of Owner(s):
Firm Name, Address, City, State, Zip:. David H. Griffin Enterprises, LLC 2176 Bumpy Road Cantonment, FL 32533	Name, Address, City, State, Zip: Franklin & Judy Clark 1029 Webster Dr. Pensacola, FL 32505
FL and County License No.:	
Witness:	Witness:
Witness:	Witness:
Date of Bid: 12/30/19	Date of BCC Acceptance: 1/23/20

ESCAMBIA COUNTY, FLORIDA:

Witness: _____

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Date: _____

Approved as to form and legal sufficiency.

By/Title: *Kristin D. Hual, SACA*

Date: 01-08-2020

**SHIP HOUSING REPAIR
ESCAMBIA COUNTY**

OWNER:	<u>Franklin & Judy Clark</u>	JOB #:	<u>NED S-R-2020-3</u>
ADDRESS:	<u>1029 Webster Drive</u>	DATE PREPARED:	<u>12/05/2019</u>
	<u>Pensacola Florida 32505</u>	OPENING DATE:	<u>12/13/2019</u>
PHONE:	<u>850-470-5836</u>	CLOSING DATE:	<u>12/27/2019</u>
		CLOSING TIME:	<u>12:00 noon</u>

I/(we) certify that I/(we) have carefully examined the Housing Repair Specifications and Contractor Requirements related to the above referenced job, as furnished by Escambia County, and I/(we) have also examined the site on which the proposed work is to be performed. On the basis of these examinations, I (we) propose to furnish all materials, tools, machinery and labor necessary to complete the work in a professional, workmanship manner and to complete the work at the prices listed.

\$ _____
TOTAL JOB COST

CONTRACTOR'S SIGNATURE

TITLE

BID OPENING DATE: _____

FIRM

ACCEPTED REJECTED

FIRM PHONE NUMBER

BID COMMITTEE REPRESENTATIVE

REQUIRED PERMITS AND INSPECTIONS: Plumbing, Framing, Roof, Siding and Door

All measurements are for reference only and should be confirmed by the bidder

Mandatory On Site Pre-Bid Conference: December 20, 2019 at 8:30 a.m.

INSTRUCTIONS TO BIDDERS

Submit COVER SHEET AND ALL NUMBERED PAGES OF SPECIFICATIONS with signature of Contractor and bid price in ink. Specifications in pencil will be rejected. Bids must be in a sealed envelope and hand-delivered to Neighborhood Enterprise Division Office, 221 Palafox Place (Ernie Lee Magaha Government Building), Suite 200, Pensacola, FL 32502 office by 12:00 noon at the closing date specified. NO email or fax submissions will be accepted.

The bids will be opened by the Bid Committee and bid will be awarded based upon the lowest eligible bidder with the most reasonable combined bid for the work specified. Bids \$25,000 or over must be approved by the Board of County Commissioners prior to award of contract. Itemized pricing may be used for negotiation in the event of a change in the scope of work as described within the Specifications.

Labor, overhead, permits, insurance, and profit must be included into each itemized price and not listed as a separate itemized price or listed under "miscellaneous." Non-compliance will result in rejection of bid.

All repair work performed must be inspected (rough and final) and conform to County Ordinances, State Laws, and Florida Building Code.

The Contractor is responsible for proper reattachment/hook-up of any/all of the following that apply: appliances, existing coaxial cable, telephone and interface, electric, water, and sewage.

HOMEOWNER'S RESPONSIBILITIES AND OBLIGATIONS

The Homeowner is responsible for maintaining existing utilities for the Contractor's use during the rehabilitation period.

The Homeowner is responsible for the removal of all belongings/furnishings from the designated work areas prior to the start date. The Contractor is not responsible for removal of Homeowner's trash and/or discarded belongings or furnishings.

PAYMENT SCHEDULE

Payment will be lump sum at project completion for bids \$15,000.00 and under. For bids over \$15,000.00, contractor will be eligible for a 40% draw once all required permit applications are in place and 50% of the work is completed as determined by the itemized costs for the job.

The Contractor will be eligible for Final Payment after the following conditions have been fulfilled:

- Completion of Write-Up
- Inspection/Sign-off by Building Inspections and/or Health Department
- Acceptance by the Homeowner (Homeowner's Release & Warranty)
- Warranty Paper provided to the Homeowner
- Premises free from all construction debris
- Submission of RRP Checklist Form & Contractor's Final Affidavit
- Original Invoice from Contractor
- Surety's Consent to Final Payment if applicable

COMPLETION DATE

There is a THIRTY (30) day time limit on each rehabilitation job. For every day worked in excess of the THIRTY day contract period, a FIFTY DOLLAR (\$50.00) per day penalty will be assessed.

ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION HOUSING REPAIR PROGRAMS CONTRACTOR REQUIREMENTS

If your firm is awarded the bid for housing repair (SHIP or HUD programs), the following items must be current and on file in order to issue a Purchase Order.

- *Current W9 (less than one year old).
- *County Vendor Information sheet (less than one year old).
- *Worker's Compensation as required by State Law **OR** exemption form.
- *Commercial General Liability (\$1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.
- *Automobile Liability (\$1,000,000 coverage) listing Escambia County as Certificate Holder and additional insured.

GL and Auto Liability Certificates must state the following under the Additional Interest:

Escambia County
C/O Neighborhood Enterprise Division
221 Palafox Place
Suite 200
Pensacola, FL 32502-5844

All correspondence should be directed to Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502 for review.

***For jobs valued at \$25,000 or higher, 100% Performance and Payment Bonds will be required.** Performance and Payment Bond format will be provided. Contractor will be responsible for the recording of all bonds with Pam Childers, Clerk of The Circuit Court of Escambia County Florida.

*Refer to BCC Office of Purchasing Risk Management Guidelines Procedure No: PP-180 (Performance and Payment Bonds) and PP-185 (Risk Management Guidelines) for further details.
[<http://www.myescambia.com/business/purchasing-policies-and-procedures>]*

Additionally, Neighborhood Enterprise Division will maintain the following info in the Contractor's file:

- *Contractor may not be federally debarred from participating in programs as per www.sam.gov
- *State registered or State Certified Contractor License
- *Escambia County Competency Board License
- *Escambia County Business/Occupational License
- *EPA RRP Renovator and Firm Certifications

Firms bidding on Lead Based Paint Abatement jobs must also submit proof of Lead Abatement firm certification.

All information must be current at time of award. IF INFORMATION CANNOT BE PRODUCED IN A TIMELY MANNER, THE COUNTY RESERVES THE RIGHT TO AWARD THE BID TO THE NEXT MOST RESPONSIVE BIDDER.

GENERAL:

- The subject Housing Unit was built prior to 1978 and therefore is a “targeted property” under the EPA’s RRP Rule, as some painted surfaces may be disturbed. Therefore, the implementation of “safe work practices” is required along with submittal by the RRP Contractor of “Renovation Recordkeeping Checklist” form
- There is no Federal Funding on this project.

The Homeowner will have the following sample choices, where applicable:

- Siding color-1 choice
- Cornish color-choice
- Roof color-1 choice

ROOF REPLACEMENT 42’X15’X2+30’X16’+14’X6’:

Reframe carport and storage area roof including rafters, beam and supporting post as required to meet existing Escambia County Building Code.

Remove existing roof covering to the decking and replace any deteriorated or damaged decking with like, kind and quality of existing materials (figure 1100 Square feet.).

Fasten and certify decking attachment as per Escambia County Building Code.

Install self-adhering granulated modified bitumen roll roofing with manufacturers recommended secondary water barrier as per manufacturer specifications.

Replace existing drip edge with new metal drip edge.

Install new slant-back vents.

Replace all boots with new lead or EPDM and metal boots.

Trim trees over hanging roof to clear roof by approximately 10’.

Remove tree trimming debris from premises.

Detach and reset satellite dish. NOTE: contractor will not be responsible for dish alignment.

Roof total \$ _____

CORNICE AND SIDING:

Repair Cornice system and install vented vinyl soffit and metal fascia with associated trim.

Wrap beams and post with metal.

Install solid vinyl soffit material in area of carport and porch ceilings with associated trim.

Install new vinyl siding over fan fold insulation with associated trim over existing wood siding including carport area and gables.

Cornish and siding total \$ _____

DOORS:

Replace out swing door on storage with new trim and lock set.

Door total \$ _____

LIGHTING:

Install light fixtures in carport area, Newport Coastal model 7974-01B and Hampton Bay Outdoor Flushmount model WB0325.

Lighting total \$ _____

SHIP Housing Repair Program Specifications
Franklin and Judy Clark
1029 Webster Drive
Pensacola, FL 32505
PAGE 2

EXTERIOR PLUMBING:

Replace sillcock at front porch area with ¼ turn sillcock.

Replace dryer vent cap.

Exterior plumbing total \$_____

TOTAL JOB COST \$_____

(TO FRONT COVER)

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Insert name, address, and phone number of contractor), as Principal, and

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____ Dollars (\$_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the ____ day of _____, 20____, with Obligee for Contract No. _____, _____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
3. 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; and
4. Principal understands and agrees that this bond shall remain in full force and effect throughout the ONE (1) year warranty period after substantial completion of the work.

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 anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

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

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

Witness

(Business Address)

Witness

(Authorized Signature)

(Printed Name)
OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____ by _____, as _____ of
_____ as Surety, on behalf of Surety. He/she is personally known to me
OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)
Name: _____
(Legibly Printed)
Notary Public, State of _____
Serial No., If Any: _____

(AFFIX OFFICIAL SEAL)

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____

(Insert name, address and phone number of contractor)

_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),

(Insert name)

located at _____, a surety insurer

(Insert address and phone number)

chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ (\$ _____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No. _____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, 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 County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered

in the presence of:

PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation.

He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY: _____
(Printed Name)

Witness

(Business Address)

(Authorized Signature)

Witness

(Printed Name)

OR

As Attorney In Fact (Attach Power)

Witnesses

(Business Address)

(Printed Name)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, as _____ of
_____ as Surety, on behalf of Surety. He/she is personally known to me
OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____



Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____ Homeowner(s): _____
Date: _____ Address: _____

The following changes to the above contract are hereby made based upon the following justification:

Change order scope of work (or attach specifications as necessary):

SUMMARY

Original Contract Amount: _____
Previous Additions (Change Order No.____) _____
Previous Deletions (Change Order No.____) _____
Current Contract Amount: _____
+ Change Order Amount: _____
New Contract Amount: _____
Cumulative Percent () Increase () Decrease _____

Original Start Date (NTP): _____
Original Contract Period: _____
Previous Completion Date: _____
This Change Order () Increase () Decrease _____
New Contract Period _____
New Completion Date _____

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or \$50,000, whichever is greater.

HOMEOWNER(S):

NEIGHBORHOOD ENTERPRISE DIVISION:

Homeowner Signature _____

Rehabilitation Specialist or Program Director _____

Print Name _____ Date _____

Print Name _____ Date _____

Homeowner Signature _____

Division Manager _____

Print Name _____ Date _____

Print Name _____ Date _____

CONTRACTOR:

Signature _____

Print Name _____ Date _____

Firm Name _____

3 Originals: Homeowner, Contractor, File

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER’S RELEASE

I, _____, as owner of the unit located at **[ADDRESS]**, certify and accept all work as performed and contracted by, _____ as complete and satisfactory. I hereby authorize final payment to _____ for the work done on this residence.

SECTION 2: CONTRACTOR’S OBLIGATION AND WARRANTY

I, _____ as Contractor of record, for the rehabilitation of the above referenced residence, do issue a one (1) year limited labor and material warranty ending _____. The warranty covers defects in materials and workmanship, which occur during normal use. I, _____ (**owner**) acknowledge that routine homeowner maintenance and/or problems caused by neglect, abuse, or improper use are not covered by this warranty. Further, after the warranty expiration date, neither the County, nor the Contractor, shall be responsible for any further work related to this Contract.

SECTION 3: HOMEOWNER/ESCAMBIA COUNTY OBLIGATIONS

As the Contractor has completed his/her contract, the Homeowner, upon acceptance of same, now causes final payment to be made to the Contractor. The Homeowner fully understands that the Contractor is the sole responsible party for the one (1) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is his/her responsibility to contact the Contractor regarding necessary warranty work. Only after documented efforts by the Homeowner will Escambia County become involved with warranty issues/disputes. Failure of the Contractor to respond to legitimate warranty requests will cause Escambia County/NED to sanction said Contractor.

DATE: _____

HOMEOWNER

CONTRACTOR

ESCAMBIA COUNTY REPRESENTATIVE

3 originals: Homeowner, Contractor, NED



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17348 **County Administrator's Report 9.5.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 01/23/2020

Issue: Approval to Issue Fiscal Year 2019-2020 Purchase Orders in Excess of \$25,000

From: Pat Johnson, Department Director

Organization: Waste Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2019/2020 Purchase Orders, in Excess of \$25,000, for the Waste Services Department - Patrick T. Johnson, Waste Services Department Director

That the Board, for Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, based upon previously-awarded Contracts, Contractual Agreements, or annual requirements as provided, for the Waste Services Department as follows:

Vendor/Contractor	Amount	Contract Number
1. Innovative Waste Consulting Services, LLC Vendor No: 100699 Continuing Professional Services - Environmental Compliance; Sanitary Engineers Fund 401 Solid Waste Fund Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230308 (Gas to Energy) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Amount: \$240,000	\$465,000	PD 02-03.079 Board approval 10/02/2003.
2. Stearns, Conrad & Schmidt Consultants Vendor No: 190025 Continuing Professional Services - Environmental Compliance; Sanitary Engineers Fund 401, Solid Waste		

Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Landfill) Amount: \$120,000		
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3. Geosyntec Consultants, Inc. Vendor No: 071236 Continuing Professional Services - Environmental Compliance; Sanitary Engineers Fund 401, Solid Waste Cost Center: 230304 (EEQ) Cost Center: 230306 (Recycling) Cost Center: 230307 (Transfer Station) Cost Center: 230308 (Gas to Energy) Cost Center: 230309 (Closed Landfills) Cost Center: 230314 (Operations) Cost Center: 230315 (Projects) Cost Center: 230316 (Saufley Landfill) Amount: \$105,000		
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BACKGROUND:

The issuance of these Purchase Orders will provide funding for services primarily for activities associated with Environmental Compliance and Landfill Operations/Mining by the Waste Services Department on behalf of the Board of County Commissioners, to the citizens of Escambia County for Fiscal Year 2020. These Purchase Orders are necessary to ensure continuity of services provided by the Board of County Commissioners to the citizens of Escambia County. Upon successful recruitment of Engineering staff during Fiscal Year 2020, some activity associated with Compliance reporting and Engineering support could be completed internally.

BUDGETARY IMPACT:

Funds are available in the Budget under Solid Waste Fund (401) in the following Cost Centers: 230301 - Administration; 230304 - Environmental Quality; 230306 - Recycling; 230307 - SW Transfer Station; 230308 - Landfill Gas to Energy; 230309 - SW Closed Landfills; 230314 - SW Operations; 230315 - Projects; and 230316 - Saufley Landfill.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Waste Services Department will submit the necessary Requisitions to the Office of Management and Budget for preparation of Purchase Orders as needed.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17365

County Administrator's Report 9. 6.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: Issuance of a Purchase Order for Sunken Shrimp Boat "Bay Tiger" in Pensacola Bay

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Purchase Order for the Sunken Shrimp Boat "Bay Tiger" in Pensacola Bay - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board authorize the issuance of a Purchase Order to Hondo Enterprises Inc., of DeFuniak Springs, Florida, in the amount of \$49,000, for the removal of the 39-foot shrimp boat "Bay Tiger" that sank in Pensacola Bay on December 9, 2019.

[Funding Source: Fund 110, Other Grants and Projects, Cost Center 220339, Derelict Vessels Grant, or other funding source as determined by the Budget Office. This Agreement does not require local matching funds]

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- **Derelict Vessel Grant Application**
- **Five Price Quotes**
- **BCC Resume Page 06-20-2019**

BACKGROUND:

On December 9, 2019, the shrimp boat "Bay Tiger" sank in Pensacola Bay. FWC Law Enforcement identified and cited the owner under section 823.11, F.S. The vessel was not removed within the allowed 21-day period by the owner. Escambia County Marine Resources Division (MRD) issued a Request for Price Quotes from vendors on December 19, 2019, and December 31, 2019. Escambia County MRD received five quotes for the removal of the vessel. The lowest price

quote is \$49,000 from Hondo Enterprises Inc., of DeFuniak Springs, Florida. MRD submitted a Grant Application under the bulk vessel removal program to FWC for this vessel for the price of \$49,000. FWC Law Enforcement issued a Letter of Authorization on January 3, 2020, to Escambia County MRD for the removal and disposal of this derelict vessel. Due to the urgency of hazard to navigation this vessel presents, as well as the fact that the vessel is still leaking fuel, the Application will be considered under the Rapid Removal section of the Bulk Removal Program. This will allow FWC to issue a Purchase Order (in lieu of a Grant Agreement) to Escambia County within a week or less of submittal and approval of the project by FWC. The FWC has assured the County this project will move forward in a timely manner for rapid removal funding.

BUDGETARY IMPACT:

Funding Source: Fund 110, Other Grants and Projects, Cost Center 220339, Derelict Vessels Grant, or other funding source as determined by the Budget Office. This agreement does not require local matching funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management, Marine Resources Division, will continue coordination with FWC on all activities associated with the Purchase Order from FWC.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17369

County Administrator's Report 9.7.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: Resolution to Approve and Authorize the Chairman to Sign a Lease Agreement between Escambia County and Community Action Program Committee, Inc.

From: Cassie Boatwright, Department Director

Organization: Facilities Management

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Lease Agreement between Escambia County and Community Action Program Committee, Inc, for County-Owned Property at 292 Muscogee Road - Cassie C. Boatwright, Director, Facilities Management

That the Board take the following action:

A. Adopt and authorize the Chairman to sign a Resolution authorizing the lease of real property to Community Action Program Committee, Inc.; and

B. Approve and authorize the Chairman to sign a Lease Agreement between Escambia County and Community Action Program Committee, Inc., for property located at 292 Muscogee Road, Pensacola, Florida, 32533.

Rent is to be paid to the County in the amount of \$1.00 per year.

BACKGROUND:

Lease Agreement with Community Action Program Committee, Inc. (CAPC). The initial term of the lease is for three years and allows for the Lease to be renewed for two additional two-year terms.

CAPC is a non-profit corporation that assists low-income individuals in Escambia County to achieve self-sufficiency.

BUDGETARY IMPACT:

Community Action Program Committee, Inc. shall pay to the County as rent the sum of \$1.00 per year.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lease Agreement is subject to Legal review and sign-off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current Policy requires Board approval for Lease Agreements involving County-owned property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

CAPC Lease

Resolution

Proof of Insurance

LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY AND
COMMUNITY ACTION PROGRAM COMMITTEE, INC.

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2020 by and between Community Action Program Committee, Inc., a Florida non-profit corporation ("CAPC") and Escambia County, a political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, Escambia County (County) is the owner of real property (Property) located at 292 Muscogee Road, Escambia County, Florida; and

WHEREAS, Community Action Program Committee, Inc. (CAPC) is a non-profit corporation that assists low-income individuals in Escambia County to achieve self-sufficiency; and

WHEREAS, CAPC has requested that the County lease the Property to CAPC for use as an administrative office for its assistance program for low-income individuals; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the County to lease the Property to CAPC under the terms and conditions stated herein; and

NOW, THEREFORE, the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Property Leased. The County leases to CAPC property located at 292 Muscogee Road, Pensacola, Florida, more particularly described in the attached Exhibit A ("Property").
3. Term. The initial term of the Lease shall be for three (3) years, commencing on _____, 2020 (Effective Date). This Lease may be renewed by CAPC for two additional two (2) year terms, provided that CAPC shall deliver to the County written notice of its intent to renew at least thirty (30) days prior to the expiration of the current term.
4. Rent. CAPC shall pay to the County as rent the sum of One Dollar (\$1.00) per year.
5. Construction of Improvements. No new permanent improvements shall be constructed on the Property unless CAPC first obtains written authorization from the County. CAPC shall be responsible for obtaining all permits necessary for any construction or improvements. Upon termination or expiration of this Lease, any such improvements not removed by CAPC may be disposed of by the County in any manner the County deems appropriate.

6. Maintenance and Utilities. CAPC shall be responsible for routine maintenance of the Property and for ensuring that the Property is kept in a neat, safe, and orderly condition. CAPC shall be responsible for all utility service charges, including electricity, gas, water, sewer, custodial services, sanitation, pest control, security, telephone, internet, and cable television.

7. Repairs. The County shall repair the Property, including the structural elements, roof, doors, windows, electrical system, heating and air conditioning system, plumbing system, painting, carpet or other floor covering, fixtures, and paved elements. The cost of such repairs shall be the responsibility of the County except to the extent that the damage or condition necessitating the repair is the result of the negligent or willful misconduct of CAPC, its officers, employees, agents, and invitees.

8. Inspection. CAPC shall regularly inspect the Property and any improvements and promptly correct and/or notify the County, as appropriate, of any situation that would reasonably be perceived to represent a danger or hazard to persons or to the Property. CAPC accepts the Property "as is" on the Effective Date of this Lease with no warranties regarding suitability of use.

9. Indemnification. CAPC agrees to hold harmless, pay on behalf of, protect, defend, and indemnify the County, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to the use or possession of the Property by CAPC.

10. Insurance. CAPC shall provide, at its own expense, insurance to cover any damage sustained by the leased premises or any improvements, whether occasioned by fire, windstorm, flood, or other hazard or casualty, or act of God. The insurance must cover the value of replacement costs for the building.

During the term of the Lease, CAPC shall procure and maintain general liability insurance with \$1,000,000 per occurrence and aggregate limits, including coverage of bodily injury, broad property damage, operations, products and completed operations, contractual liability covering this agreement and personal injury. All insurance carriers must be rated "A," VII or higher by the most recently published edition of A.M. Best rating guide. CAPC shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect Escambia County, Post Office Box 1591, Pensacola, Florida 32597-1591, as an "additional insured" and the certificate holder. Certificates must be mailed to Risk Manager, Post Office Box 1591, Pensacola, Florida 32597-1591. Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Lease can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of

Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

CAPC agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Lease. All insurance coverage of CAPC must be primary to any insurance or self-insurance carried by Escambia County applicable to the Lease. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Lease.

11. Use of Premises. CAPC shall use the Property solely as an administrative office for its assistance program for low-income individuals and for no other purpose.

12. Termination. Either party may terminate this Lease, for cause or convenience, by providing at least thirty (30) days written notice to the other party. Upon termination, CAPC shall return the Property to the condition that existed on the Effective Date of the Lease.

13. Rent, Notices and Correspondence. Rent, notices and correspondence to the County and CAPC under this Lease will be addressed to, mailed, or delivered to the following:

COUNTY:

County Administrator or designee
Escambia County, Florida
221 Palafox Place
Pensacola, Florida 32502

CAPC:

Douglas B. Brown, Executive Director
Community Action Program Committee, Inc.
1380 N. Palafox Street
Pensacola, Florida 32501

With a copy of notices and
correspondence to:

County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

Notices will be delivered personally or by U.S. Mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered on the next day. Each party may change its address from time to time by written notice to the other as specified above.

14. Right of Entry. The County, its officers, agents, employees, representatives and contractors shall have the right, at all reasonable times, to enter upon the Property for the purpose of inspecting and observing the use of the Property, as long as such inspections and observations do not unreasonably interfere with CAPC's use of the Property.

15. Compliance with Laws. CAPC agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.

16. Entire Agreement. This Lease contains the entire agreement between the parties and supersedes all prior oral and written agreements between them regarding the Property. This Lease may be modified only by an amendment in writing, dated and signed by the County and CAPC after the date of this Lease. CAPC acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed this Lease.

17. Assignments and Subleases. This Lease shall not be assigned or subleased.

18. Dispute Resolution. Each party shall bear its own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding related to this Lease or CAPC's use of the Property. Venue for any litigation or dispute resolution proceeding shall be in Escambia County, Florida.

19. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

20. Taxes. CAPC shall be responsible for all taxes and assessments against the Property, improvements, or otherwise arising out of this Lease.

21. Miscellaneous. The captions, headings and paragraph titles in this Lease are for the convenience of reference only, and are not intended in any way to restrict, affect, or interpret the provisions of any paragraph of this Lease. If any provision of this Lease or the its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The parties agree this Lease shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared the Lease.

IN WITNESS WHEREOF, the County and CAPC have caused this Lease to be executed by their duly authorized representative as of the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Steven Barry, Chairman

Deputy Clerk

COMMUNITY ACTION PROGRAM COMMITTEE, INC.

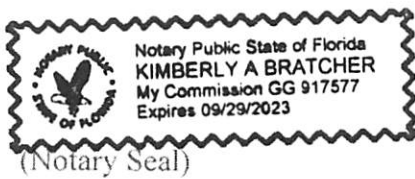
Witness Michelle *M*
Print Name Michelle Malden

Witness Quiesha *Q*
Print Name Quiesha Stanton

[Signature]
By: Douglas B. Brown, Executive Director

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6 day of JANUARY, 2020, by Douglas B. Brown as Executive Director of Community Action Program Committee, Inc., a Florida non-profit corporation, on behalf of the corporation. He () is personally known to me, or () has produced current _____ as identification.



[Signature]
Signature of Notary Public
KIMBERLY A BRATCHER
Printed Name of Notary Public

EXHIBIT A

Escambia County Property Appraiser
111N314000006004 - Full Legal Description

W 75 FT OF N 150 FT OF LT 4 S/D S OF MUSCOGEE RD (ST RD NO 164) PLAT DB 106 P 594
OR 320 P 554 OR 403 P 636

RESOLUTION NUMBER R2020-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE LEASE OF REAL PROPERTY TO COMMUNITY ACTION PROGRAM COMMITTEE, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County) is the owner of real property (Property) located at 292 Muscogee Road, Escambia County, Florida; and

WHEREAS, Community Action Program Committee, Inc. (CAPC) is a non-profit corporation that assists low-income individuals in Escambia County to achieve self-sufficiency; and

WHEREAS, CAPC has requested that the County lease the Property to CAPC for use as an administrative office for its assistance program for low-income individuals; and

WHEREAS, the Board of County Commissioners for Escambia County has determined that the Property is not needed for County purposes and that it is in the best interest of the County to lease the Property to CAPC under the terms and conditions stated herein; and

WHEREAS, the conveyance is authorized pursuant to Section 125.38, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:

- Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- Section 2. The Property shall be leased to CAPC for the annual rent of \$1.00 and otherwise in accordance with the terms and conditions contained in the Lease Agreement between Escambia County and Community Action Program Committee, Inc. attached to this resolution.
- Section 3. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this _____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: Steven Barry, Chairman

By: _____
Deputy Clerk

This document approved as to form and legal sufficiency.

By: [Signature]
Title: Asst. County Attorney
Date: Nov. 21, 2019



SCNDRON

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
12/4/2019

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Fisher Brown Bottrell Insurance, Inc. 500 Grand Boulevard, Suite 220 Miramar Beach, FL 32550	PHONE (A/C, No, Ext): (877) 244-5159	COMPANY Mt. Hawley ← 002591, A+, XII
FAX (A/C, No): (850) 837-8894	E-MAIL ADDRESS:	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID #: COMMACT-01		
INSURED Community Action Program Committee, Inc. 1380 N. Palafox St Pensacola, FL 32501	LOAN NUMBER	POLICY NUMBER MPC0601568
	EFFECTIVE DATE 2/27/2019	EXPIRATION DATE 2/27/2020 ✓
	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc # 17, Bldg # 1, 292 Muscogee Rd, Cantonment, FL 32533

APPROVED
By Bob Dye at 10:51 am, Jan 10, 2020

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 EVIDENCE OF PROPERTY INSURANCE 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL		AMOUNT OF INSURANCE	DEDUCTIBLE
				<input checked="" type="checkbox"/>			
Loc # 17, Bldg # 1							
Building, Special (Including theft), Replacement Cost						\$231,874	5,000
Business Personal Property, Special (Including theft), Replacement Cost						\$31,000	5,000

REMARKS (Including Special Conditions)

Special Conditions:
Named Storm Deductible-2% (Subject to \$25,000 Minimum Per Occurrence)/All Other Windstorm/Hail Deductible- \$25,000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS Escambia County BOCC P.O. Box 1591 Pensacola, FL 32597	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE
	MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE 			



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17347 **County Administrator's Report 9. 8.**
BCC Regular Meeting **Budget & Finance Consent**

Meeting Date: 01/23/2020

Issue: Fire Department Property, Vehicle, Accident & Health and Statutory Death Insurance

From: JOHN DOSH, Interim Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Fire Department Property, Vehicle, Accident & Health, and Statutory Death Insurance - John Dosh, Interim Public Safety Department Director

That the Board approve the payment to the County's General Lines Agent, USI Insurance Services, LLC, in the amount of \$308,998.74, to provide commercial property insurance through VFIS, a division of Glatfelter Insurance Group, for the Fire Department property, vehicles, and equipment for the period of January 1, 2020, through December 31, 2020. The Statutory Death and Accident and Health Policies renew separately with individual premiums under \$50,000.

Vendor Contractor	Amount	Contract Number
USI Insurance Services LLC Vendor Number: 422228 Insurance Agent Fund 143 Cost Center 330206, Object Code 54501	\$308,998.74	Board Approved Renewal: September 19, 2019 Contract Number PD 15-16.039

[Funding: Fund 143, Fire Services Fund, Cost Center 330206, Object Code 54501]

BACKGROUND:

The Fire Department's commercial property policy provides coverage for their buildings, business personal property, vehicles, and equipment on a replacement cost basis with a low deductible unavailable on the County's commercial property policy. The policy is negotiated by the County's General Lines Agent, USI Insurance Services, LLC, and issued through VFIS, a division of Glatfelter Insurance Group. The renewal premium estimate was \$308,807 plus Service Charge (1.5% of the premium) for a total renewal premium of \$308,998.74, which is an increase of \$47,001.71 from last fiscal year.

BUDGETARY IMPACT:

Funds are available in Fund 143, Fire Services Fund, Cost Center 330206, however an additional \$54,928 will be supported via another expense account in Cost Center 330206 due to only \$253,879 remaining in expense account 54501, Insurance/Insurety Bonds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Risk Management will be the Contractor Administrator. No additional personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of contracts of fifty thousand dollars (\$50,000.00).

IMPLEMENTATION/COORDINATION:

Upon approval by the Board of County Commissioners a Purchase Order will be issued by the Purchasing Office to provide payment for services rendered from the Contract.

Attachments

VFIS Quote

PROTECT
YOUR CREW,
YOUR ASSETS,
YOUR FUTURE.

**ESCAMBIA COUNTY BOARD OF
COMMISSIONERS**

PRESENTED BY: USI INSURANCE SERVICES LLC
1000 URBAN CENTER DR STE 625
BIRMINGHAM, AL 35242
205.870.4026

DATE: 12/31/2019

This proposal is valid for 90 days.



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RISK MANAGEMENT SERVICES

VFIS is more than just a company that you can use to transfer risk. As a valuable service to your organization, VFIS provides Risk Control, Education and Training Services. Our Risk Control team is staffed by active emergency service personnel with more than 200 years of combined emergency service experience.

Employment Practices

It's important to keep up with the latest on employment law liability issues. Through our VFIS HR Help portal, we work to keep our clients up to date and provide timely resources that educate and inspire good employment practices. Through VFISHRHelp.com we provide:

- Web-based EPL training that tracks employees' progress and completion
- Tools to evaluate your current HR policies
- Articles highlighting relevant workplace issues
- Checklists to discover areas of exposure
- Lawsuit and court decision summaries
- Free model HR policies and forms for download

Communiqués/Safety Bulletins/Checklists

VFIS has over 100 technical reference bulletins covering fire and EMS operations, vehicle operations, employment practices and ESO administration.

On-site Risk Assessments

VFIS can provide on-site risk control assessments in evaluating the effectiveness of existing procedures for controlling potential loss exposures. These assessments, where requested, will be provided by a Certified Safety Professional with experience in fire and emergency medical services.

Self-Assessment Tools

VFIS provides a web-based self-assessment guide (Mutual Aid by VFIS) which highlights known loss producing exposures and directs users to resources available to assist their organization in addressing them.

Newsletters

VFIS provides quarterly newsletters covering emerging topics of concern to emergency service leaders and personnel.

PROPOSAL

GENERAL INFORMATION

This Proposal reflects the renewal of policies listed below:

Policy Number	Effective Date	Expiration Date
VFIS-TR-2062180-11	01/01/2019	01/01/2020

First Named Insured: ESCAMBIA COUNTY BOARD OF COMMISSIONERS

Mailing Address: 221 PALAFOX PLACE, SUITE 200
PENSACOLA, FL 32505

Other Named Insured(s):

- BEULAH VOLUNTEER FIRE DEPARTMENT, INC
- FERRY PASS VOLUNTEER FIRE DEPARTMENT, INC
- MYRTLE GROVE VOLUNTEER FIRE DEPARTMENT, INC
- WARRINGTON VOLUNTEER FIRE DEPARTMENT, INC
- ESCAMBIA COUNTY FIRE & RESCUE

Coverage Applies To:

- BEULAH VOLUNTEER FIRE DEPARTMENT, INC
- FERRY PASS VOLUNTEER FIRE DEPARTMENT, INC
- MYRTLE GROVE VOLUNTEER FIRE DEPARTMENT, INC
- WARRINGTON VOLUNTEER FIRE DEPARTMENT, INC
- ESCAMBIA COUNTY FIRE & RESCUE

PROPERTY

Schedule of Locations

<u>Premises</u>	<u>Item</u>	<u>Address</u>	<u>Occupancy</u>
1	1	20 N NAVY BLVD PENSACOLA, FL 32507	FIRE STATION
1	2	20 N NAVY BLVD PENSACOLA, FL 32507	CANOPY
1	3	20 N NAVY BLVD PENSACOLA, FL 32507	FUEL STATION
2	1	9350 GULF BEACH HWY PENSACOLA, FL 32507	FIRE STATION
3	1	14250 INNERARITY PENSACOLA, FL 32507	FIRE STATION
4	1	7209 LILLIAN HWY PENSACOLA, FL 32506	FIRE STATION
4	2	7209 LILLIAN HWY PENSACOLA, FL 32506	CANOPY
4	3	7209 LILLIAN HWY PENSACOLA, FL 32506	FUEL STATION
5	1	2331 E JOHNSON AVE PENSACOLA, FL 32514	FIRE STATION
5	2	2331 E JOHNSON AVE PENSACOLA, FL 32514	FUEL STATION
6	1	1700 NORTH W ST PENSACOLA, FL 32505	FIRE STATION
6	2	1700 NORTH W ST PENSACOLA, FL 32505	FUEL STATION
7	1	5925 NORTH W ST PENSACOLA, FL 32505	FIRE STATION
7	2	5925 NORTH W ST PENSACOLA, FL 32505	GENERATOR BLDG
7	3	5925 NORTH W ST PENSACOLA, FL 32505	FUEL STATION
8	1	8634 PENSACOLA BLVD PENSACOLA, FL 32534	FIRE STATION
9	1	2601 MASSACHUSETTS AVE PENSACOLA, FL 32505	FIRE STATION
9	2	2601 MASSACHUSETTS AVE PENSACOLA, FL 32505	FUEL STATION
10	1	7009 PINE FOREST RD PENSACOLA, FL 32526	FIRE STATION
10	2	7009 PINE FOREST RD PENSACOLA, FL 32526	STORAGE
11	1	6400 W 9 MILE RD PENSACOLA, FL 32526	FIRE STATION
11	2	6400 W 9 MILE RD PENSACOLA, FL 32526	CANOPY
11	3	6400 W 9 MILE RD PENSACOLA, FL 32526	FUEL STATION
12	1	2 WOODLAND ST	FIRE STATION

<u>Premises</u>	<u>Item</u>	<u>Address</u>	<u>Occupancy</u>
		PENSACOLA, FL 32503	
12	2	2 WOODLAND ST PENSACOLA, FL 32503	STORAGE
13	1	1459 MOLINO RD MOLINO, FL 32577	FIRE STATION
13	2	1459 MOLINO RD MOLINO, FL 32577	FUEL STATION
14	1	4307 WHITE ASH RD MOLINO, FL 32577	FIRE STATION
15	1	7760 HWY 97 WALNUT HILL, FL 32568	FIRE STATION
16	1	6105 N HWY 99 WALNUT HILL, FL 32568	FIRE STATION
17	1	10 TEDDER RD CENTURY, FL 32535	FIRE STATION
17	2	10 TEDDER RD CENTURY, FL 32535	CANOPY
17	3	10 TEDDER RD CENTURY, FL 32535	FUEL STATION
18	1	100 N CENTURY BLVD MCDAVID, FL 32568	FIRE STATION
19	1	901 VIA DELUNA DR PENSACOLA, FL 32501	FIRE STATION
20	1	1391 W HWY 4 CENTURY, FL 32535	FIRE STATION
21	1	15500 PERDIDO KEY DR PENSACOLA, FL 32507	FIRE STATION

Schedule of Limits & Deductibles

Property Deductible: \$2,500

Blanket Contents Limit: \$1,635,856 * below indicates Contents included in Blanket Limit

<u>Premises/ Item</u>	<u>Building Limit</u>	<u>Building Valuation</u>	<u>Contents Limit</u>	<u>Contents Valuation</u>	<u>Earthquake Deductible</u>	<u>Flood Deductible</u>
1 / 1	\$1,155,944	RC	\$68,844 *	RC	5%	\$1,000
1 / 2	\$20,529	RC	Not Covered	N/A	5%	\$1,000
1 / 3	\$4,106	RC	\$2,599	RC	5%	\$1,000
2 / 1	\$1,274,040	RC	\$68,844 *	RC	5%	\$1,000
3 / 1	\$1,396,100	RC	\$91,258 *	RC	5%	\$1,000
4 / 1	\$984,637	RC	\$94,461 *	RC	5%	\$1,000
4 / 2	\$4,106	RC	Not Covered	N/A	5%	\$1,000
4 / 3	\$4,106	RC	\$5,200	RC	5%	\$1,000
5 / 1	\$1,386,496	RC	\$60,838 *	RC	5%	\$1,000
5 / 2	\$4,106	RC	\$5,200	RC	5%	\$1,000
6 / 1	\$1,447,333	RC	\$24,016 *	RC	5%	\$1,000
6 / 2	\$4,106	RC	\$5,200	RC	5%	\$1,000
7 / 1	\$1,396,100	RC	\$40,026 *	RC	5%	\$1,000
7 / 2	\$27,371	RC	Not Covered	N/A	5%	\$1,000

<u>Premises/ Item</u>	<u>Building Limit</u>	<u>Building Valuation</u>	<u>Contents Limit</u>	<u>Contents Valuation</u>	<u>Earthquake Deductible</u>	<u>Flood Deductible</u>
7 / 3	\$8,213	RC	\$7,800	RC	5%	\$1,000
8 / 1	\$1,657,228	RC	\$136,856 *	RC	5%	\$1,000
9 / 1	\$3,842,478	RC	\$160,102 *	RC	5%	\$1,000
9 / 2	\$2,052	RC	\$5,200	RC	5%	\$1,000
10 / 1	\$1,761,136	RC	\$168,108 *	RC	5%	\$1,000
10 / 2	\$38,487	RC	\$7,697	RC	5%	\$1,000
11 / 1	\$781,303	RC	\$60,838 *	RC	5%	\$1,000
11 / 2	\$10,948	RC	Not Covered	N/A	5%	\$1,000
11 / 3	\$5,200	RC	\$5,200	RC	5%	\$1,000
12 / 1	\$1,396,100	RC	\$67,243 *	RC	5%	\$1,000
12 / 2	\$8,005	RC	\$30,420 *	RC	5%	\$1,000
13 / 1	\$1,396,100	RC	\$91,258 *	RC	5%	\$1,000
13 / 2	\$4,000	RC	\$2,500 *	RC	5%	\$1,000
14 / 1	\$273,777	RC	\$22,414 *	RC	5%	\$1,000
15 / 1	\$1,034,269	RC	\$59,240 *	RC	5%	\$1,000
16 / 1	\$272,174	RC	\$22,414 *	RC	5%	\$1,000
17 / 1	\$1,386,496	RC	\$65,643 *	RC	5%	\$1,000
17 / 2	\$41,057	RC	Not Covered	N/A	5%	\$1,000
17 / 3	\$8,213	RC	\$15,601	RC	5%	\$1,000
18 / 1	\$901,382	RC	\$59,240 *	RC	5%	\$1,000
19 / 1	\$4,699,820	RC	\$153,944 *	RC	5%	\$1,000
20 / 1	\$263,247	RC	\$21,552 *	RC	5%	\$1,000
21 / 1	\$4,381,249	RC	\$65,797 *	RC	5%	\$1,000

Valuation Basis

VFIS insures property on a **guaranteed replacement cost (GRC)**, **replacement cost (RC)**, **actual cash value (ACV)** or **functional replacement cost (FRC)** basis. The Schedule of Limits shows how your property was quoted.


Descriptions

Guaranteed replacement cost pays to replace your property, without deduction for depreciation, even if the replacement cost is greater than the limit on the policy. Here's an example:

	<u>With GRC</u>	<u>Without GRC</u>
Policy limit:	\$100,000	\$100,000
Actual cost to replace:	\$125,000	\$125,000
Policy pays:	\$125,000	\$100,000
You would have to pay:	\$0	\$25,000

Replacement cost pays to replace your property, without deduction for depreciation, but is subject to the limit on the policy.

Actual cash value pays the cost to replace your property, subject to depreciation and subject to the limit on the policy.



Functional replacement cost pays to replace your property with similar property intended to perform the same function, when replacement with identical property is impossible or unnecessary; it's subject to the limit you select.

CRIME

VFIS offers a broad range of fidelity coverages which are customized to meet the needs of emergency service organizations including the following.

- **Employee Dishonesty** provides reimbursement for the loss of your organization's money or other property resulting from dishonest acts of your volunteers or employees.
- **Computer and Funds Transfer Fraud** will pay for loss the insured sustains arising directly out of the loss of or damage to money, securities, and property other than money and securities. This loss must result directly from the use of any computer to fraudulently cause transfer of that property from inside the premises or banking premises to a person outside those premises, or to a place outside those premises.
- **Fraudulent Impersonation** will pay for loss the insured sustains arising directly from having, in good faith, transferred money, securities or other properties in reliance upon a transfer instruction purportedly issued by an employee, customer or vendor, but which proves to have been fraudulently issued by an imposter.
- **Identity Fraud Expense** is the compensation of expense sustained that was incurred by the insured or any employee as a result directly from identity fraud.

Your selections are indicated below.

Schedule of Covered Entities – SCHEDULE #1

- BEULAH VOLUNTEER FIRE DEPARTMENT, INC
- FERRY PASS VOLUNTEER FIRE DEPARTMENT, INC
- MYRTLE GROVE VOLUNTEER FIRE DEPARTMENT, INC
- WARRINGTON VOLUNTEER FIRE DEPARTMENT, INC
- ESCAMBIA COUNTY FIRE & RESCUE

**Employee Dishonesty –
Blanket**

Limit
\$100,000

Deductible
None

**Faithful
Performance**
No

Computer and Funds Transfer Fraud

Limit
\$10,000

Deductible
None

Fraudulent Impersonation

Limit
\$10,000

Deductible
None

Identity Fraud Expense

Limit
\$10,000

Deductible
None

PORTABLE EQUIPMENT

Blanket Portable Equipment Coverage

<u>Covered For</u>	<u>Limit</u>	<u>Deductible</u>
All causes of physical loss unless excluded	Guaranteed Replacement Cost	\$1,000

If Portable Equipment coverage is provided on a blanket basis, coverage is provided for all portable firefighting, ambulance and rescue related equipment owned or furnished for your regular use. Note that boats over 100 horsepower are not covered under blanket; they must be scheduled.

AUTO

<u>Coverage</u>	<u>Symbols</u>	<u>Limits</u>
Bodily Injury / Property Damage Combined Single Limit	1	\$1,000,000
"No Fault" or Statutory Personal Injury Protection	5	Included
Medical Payments		Not Included
Uninsured Motorists		Not Included
Underinsured Motorists Insurance		Not Included
Hired & Borrowed Vehicles		Included
Commandeered Vehicles		Included
Volunteers/Employees as Insureds Under Non-Owned Autos		Included (Primary)
Temporary Substitute Vehicles		Included
Fellow Member Liability		Included
Incidental Garage Liability		Included
Physical Damage Comprehensive	7,8	see Schedule of Vehicles
Physical Damage Collision	7,8	see Schedule of Vehicles

Schedule of Vehicles

<u>Vehicle No.</u>	<u>Year</u>	<u>Make & Model</u>	<u>VIN</u>	<u>PE</u>	<u>ACV</u>	<u>Agreed Value</u>	<u>Comp. Ded.</u>	<u>Coll. Ded.</u>
1	1991	E-ONE INT'L AIR CASCADE	1HTSDNHR2MH353054	AC		\$150,000	\$1,000	\$3,000
2	2003	FORD BRUSH VEH	1FDAF57F13EA63296	BV		\$60,000	\$1,000	\$3,000
3	2003	FORD BRUSH VEH	1FDAF57D53EA63298	BV		\$59,000	\$1,000	\$3,000
4	2003	FORD BRUSH VEH	1FDAF57F83EA63299	BV		\$60,000	\$1,000	\$3,000
5	2004	FORD BRUSH VEH	1FTSF31P64ED36474	BV		\$40,000	\$1,000	\$3,000
6	2004	FORD BRUSH VEH	1FTSF31P24ED36472	BV		\$40,000	\$1,000	\$3,000
7	2004	FORD BRUSH VEH	1FTSF31P44ED36473	BV		\$40,000	\$1,000	\$3,000
8	2003	FORD BRUSH VEH	1FDAF57F33EA63297	BV		\$60,000	\$1,000	\$3,000
9	2003	FORD BRUSH VEH	1FDAF57F83EA63294	BV		\$60,000	\$1,000	\$3,000
10	1991	E-ONE AERIAL	46JBBA81M1003572	AD		\$450,000	\$1,000	\$3,000
11	2005	FORD SERVICE	1FMRE11W55HB29888	OTH		N/A	N/A	N/A
12	2003	FORD F150	2FTRX18W23CA95708	OTH		N/A	N/A	N/A
13	2001	FORD RESCUE LT	1FTRX18LX1N897819	RTL		\$40,000	\$1,000	\$3,000
14	2003	FORD F250	1FTNX21P33ED58760	OTH	X	N/A	\$1,000	\$3,000
15	2006	GMC PICKUP	1GTHK34D26E243283	OTH	X	N/A	\$1,000	\$3,000
16	2003	E-ONE PUMPER LDH	4EN6AAA8341008983	PLDH		\$300,000	\$1,000	\$3,000
17	2005	E-ONE PUMPER LDH	4EN6AAA8451000280	PLDH		\$330,000	\$1,000	\$3,000
18	2005	E-ONE PUMPER LDH	4EN6AAA8851000282	PLDH		\$330,000	\$1,000	\$3,000
19	2006	E-ONE PUMPER LDH	4ENRAAA8961001553	PLDH		\$322,250	\$1,000	\$3,000
20	2006	E-ONE PUMPER LDH	4EN6AAA8761001554	PLDH		\$340,804	\$1,000	\$3,000
21	2004	E-ONE PUMPER LDH	4EN6AAA8941008227	PLDH		\$289,000	\$1,000	\$3,000

Vehicle No.	Year	Make & Model	VIN	PE	ACV	Agreed Value	Comp. Ded.	Coll. Ded.
22	1997	SPARTAN PUMPER LDH	4S7CT1091VC024207	PLDH		\$300,000	\$1,000	\$3,000
23	2003	E-ONE PUMPER LDH	4EN6AAA8431007159	PLDH		\$289,000	\$1,000	\$3,000
24	2002	E-ONE PUMPER LDH	4EN6AAA8521005709	PLDH		\$285,000	\$1,000	\$3,000
25	2002	E-ONE PUMPER LDH	4EN6AAA8321005708	PLDH		\$285,000	\$1,000	\$3,000
26	2003	E-ONE PUMPER LDH	4EN6AAA8231007158	PLDH		\$289,000	\$1,000	\$3,000
27	1997	FREIGHTLINER PUMPER LDH	1FVXFJLCB5VH844008	PLDH		\$200,000	\$1,000	\$3,000
28	2004	E-ONE PUMPER LDH	4EN6AAA8741008226	PLDH		\$300,000	\$1,000	\$3,000
29	2002	E-ONE PUMPER LDH	4EN6AAA8121005707	PLDH		\$285,000	\$1,000	\$3,000
30	1997	SPARTAN PUMPER LDH	4S7CT1090VC024201	PLDH		\$300,000	\$1,000	\$3,000
31	2002	E-ONE PUMPER LDH	4EN6AAA8X21005706	PLDH		\$285,000	\$1,000	\$3,000
32	2002	E-ONE PUMPER LDH	4EN6AAA8121005710	PLDH		\$285,000	\$1,000	\$3,000
33	2003	E-ONE PUMPER LDH	4EN6AAA8031007157	PLDH		\$285,000	\$1,000	\$3,000
34	2002	AMERICAN LAFRANCE RESCUE HVY	1FDAF57FD2EA91248	RTH		\$300,000	\$1,000	\$3,000
35	1997	FREIGHTLINER RESCUE HVY	1FV6HLCB88VH810880	RTH		\$300,000	\$1,000	\$3,000
36	1999	FORD CROWN VICTORIA	2FAFP71W2XX156687	OTH		N/A	N/A	N/A
37	1999	FORD CROWN VICTORIA	2FAFP71W4XX156688	OTH		N/A	N/A	N/A
38	2000	FORD CROWN VICTORIA	2FAFP71W7YXY179884	OTH		N/A	N/A	N/A
39	2005	FORD EXPLORER	1FMZU72K65UB47454	OTH		N/A	N/A	N/A
40	2005	FORD EXPLORER	1FMZU72K45UB47453	OTH		N/A	N/A	N/A
41	2005	FORD EXPLORER	1FMZU72K85UB47455	OTH		N/A	N/A	N/A
42	2006	FORD EXPLORER	1FMEU72E96UB03183	OTH		N/A	N/A	N/A
43	2006	FORD EXPLORER	FMEU72E76UB03182	OTH		N/A	N/A	N/A
44	1986	CHEVY SERVICE	1GBHD34J0GF410577	OTH		N/A	N/A	N/A
45	2003	FORD EXPLORER	1FMZU72K63UC52203	OTH		N/A	N/A	N/A
46	2003	FORD EXPLORER	1FMZU72K83UC52204	OTH		N/A	N/A	N/A
47	2003	FORD EXPLORER	1FMZU72K43UC52202	OTH		N/A	N/A	N/A
48	1997	FREIGHTLINER TANKER	1FVXJLCB3VH844007	T		\$200,000	\$1,000	\$3,000
49	1992	RANGER PUMPER TANKER	1HTFDN6R7NH433732	PT		\$300,000	\$1,000	\$3,000
50	1997	FREIGHTLINER TANKER	1FVXJLCB3VH844010	T		\$200,000	\$1,000	\$3,000
51	1997	FREIGHTLINER TANKER	1FVXJLCB7VH844009	T		\$200,000	\$1,000	\$3,000
52	2003	TBD TRAILER	4MNF212431001356	OTH		\$5,000	\$1,000	\$2,000
53	2007	INTERNATIONAL TANKER	1HTWYAHT87J529503	T		\$250,322	\$1,000	\$3,000
54	2007	E-ONE PUMPER	4ENRAAA8X71002356	PR		\$356,064	\$1,000	\$3,000
55	2007	FORD EXPEDITION	1FMFU16567LA65060	OTH	X	N/A	\$1,000	\$3,000
56	2007	FORD EXPEDITION	1FMFU16587LA65061	OTH	X	N/A	\$1,000	\$3,000
57	2007	GMC YUKON	1GKGK26K17R345299	OTH	X	N/A	\$1,000	\$3,000
58	2007	E-ONE TANKER	1HTWYAHT17J529682	T		\$293,321	\$1,000	\$3,000
59	2008	FORD F150	1FTPW14V08FA12263	OTH	X	N/A	\$1,000	\$3,000
60	2007	FREIGHTLINER SPRINTER	WDYPF445075217088	OTH	X	N/A	\$1,000	\$3,000
61	2008	BAUER AC TRAILER	1B9BE2297N720105	AC		\$69,000	\$1,000	\$3,000
62	2008	FORD RESCUE LT	1FTSX21R28EB28719	RTL		\$31,975	\$1,000	\$3,000
63	2007	FORD F150 PICKUP	1FTPW14V97FB00288	OTH	X	N/A	\$1,000	\$3,000

Vehicle No.	Year	Make & Model	VIN	PE	ACV	Agreed Value	Comp. Ded.	Coll. Ded.
64	2009	FORD RANGER	1FTYR15E79PA13867	OTH	X	N/A	\$1,000	\$3,000
65	2009	FORD RANGER	1FTYR14D59PA16615	OTH	X	N/A	\$1,000	\$3,000
66	2009	FORD RANGER	1FTYR14D79PA16616	OTH	X	N/A	\$1,000	\$3,000
67	2009	FORD F-150	1FTRX12889KA70326	OTH	X	N/A	\$1,000	\$3,000
68	2009	FORD EXPEDITION	1FMFK16S09LA09401	OTH	X	N/A	\$1,000	\$3,000
69	2009	FORD RANGER	1FTYR14D89PA31108	OTH	X	N/A	\$1,000	\$3,000
70	2007	FOAM TRAILER	1R9PF18277M356467	OTH		N/A	N/A	N/A
71	2010	E-ONE QUINT	4EN3ABA82A1005822	QR		\$832,629	\$1,000	\$3,000
72	2010	E-ONE AERIAL DEVICE	4EN3ABA84A1005823	AD		\$756,258	\$1,000	\$3,000
73	2010	E-ONE AERIAL DEVICE	4EN3ABA86A1005824	AD		\$756,258	\$1,000	\$3,000
74	2011	INTERNATIONAL TRUCK/SERV	1HTMMAAL2BH321324	OTH	X	N/A	\$1,000	\$3,000
75	2010	WELLS CARGO TRAILER	1W4200C14A3060157	OTH		\$2,850	\$1,000	\$1,000
76	2010	EDDIE ENGLISH TRAILER	1E9BB14140M385003	OTH		N/A	N/A	N/A
77	2010	EDDIE ENGLISH TRAILER	1E9BB14160M385004	OTH		N/A	N/A	N/A
78	2010	E-ONE PUMPER LDH	4EN6AAA89A1005825	PLDH		\$384,039	\$1,000	\$3,000
79	2010	E-ONE PUMPER LDH	4EN6AAA80A1005826	PLDH		\$384,039	\$1,000	\$3,000
80	2010	E-ONE PUMPER LDH	4EN6AAA82A1005827	PLDH		\$384,039	\$1,000	\$3,000
81	2010	E-ONE PUMPER LDH	4EN6AAA84A1005828	PLDH		\$384,039	\$1,000	\$3,000
82	2010	E-ONE PUMPER LDH	4EN6AAA86A1005829	PLDH		\$384,039	\$1,000	\$3,000
83	2011	E-ONE TANKER	1HTWYSJT9BJ322305	T		\$346,603	\$1,000	\$3,000
84	2011	WELLS CARGO TRAILER	1WC200P24B3097346	OTH		\$13,848	\$1,000	\$1,000
85	2011	E-ONE PUMPER	1HTMKAZR9CJ547546	PR		\$384,039	\$1,000	\$3,000
86	2011	E-ONE PUMPER	1HTMKAZR0CJ547547	PR		\$384,039	\$1,000	\$3,000
87	2011	E-ONE PUMPER	1HTMKAZR4CJ547549	PR		\$384,039	\$1,000	\$3,000
88	2011	E-ONE AERIAL	4EN3AAA86B1006600	AD		\$626,495	\$1,000	\$3,000
89	2011	FORD F-150	1FTFW1ET0BKD86931	OTH	X	N/A	\$1,000	\$3,000
90	2012	FORD BV	1FTRF3869CEA14284	BV		\$31,177	\$1,000	\$3,000
91	2011	E-ONE PUMPER	1HTMKAZROC3547550	PR		\$384,039	\$1,000	\$3,000
92	2011	E-ONE PUMPER	1HTMKAZR2CJ547551	PR		\$384,039	\$1,000	\$3,000
93	2011	E-ONE PUMPER	1HTMKAZR2CJ547548	PR		\$384,039	\$1,000	\$3,000
94	2012	CHEVY SERVICE	1GNSK2E02CR158063	OTH	X	N/A	\$1,000	\$3,000
95	2012	CHEVY SERVICE	1GNSK2E02CR155619	OTH	X	N/A	\$1,000	\$3,000
96	2013	CHEVY SERVICE	1GCRKPEA2DZ342546	OTH	X	N/A	\$1,000	\$3,000
97	2013	CHEVY SERVICE	1GC4KZC86DF232767	OTH	X	N/A	\$1,000	\$3,000
98	2013	CHEVY SERVICE	1GCRKREA3DZ207975	OTH	X	N/A	\$1,000	\$3,000
99	2013	CHEVY SERVICE	1GNLC2E04DR254151	OTH	X	N/A	\$1,000	\$3,000
100	2013	CHEVY SERVICE	1GNLC2E01DR252583	OTH	X	N/A	\$1,000	\$3,000
101	2014	CHEVY CHIEF'S VEH	1GNLC2E01ER211565	OTH	X	N/A	\$1,000	\$3,000
102	2014	CHEVY CHIEF'S VEH	1GCVKPEH1EZ153030	OTH	X	N/A	\$1,000	\$3,000
103	2000	FORD CROWN VIC	2FAFP71WXYX205782	OTH		N/A	N/A	N/A
104	2015	CHEVY SERVICE	1GCVKPEC8FZ175452	OTH	X	N/A	\$1,000	\$3,000
105	2015	CHEVY SERVICE	1GCVKPEC2FZ176970	OTH	X	N/A	\$1,000	\$3,000
106	2016	CHEVY SILVERADO	1GCVKNEC7GZ183080	OTH	X	N/A	\$1,000	\$3,000

Vehicle No.	Year	Make & Model	VIN	PE	ACV	Agreed Value	Comp. Ded.	Coll. Ded.
107	2012	KOHLER TRAILER	125REOZT12006473	OTH		\$140,000	\$1,000	\$3,000
108	2012	KOHLER TRAILER	159GS1611TP549005	OTH		\$40,000	\$1,000	\$3,000
109	2012	KOHLER TRAILER	1V9EF152491050001	OTH		\$75,000	\$1,000	\$3,000
110	2004	FORD HAZ MAT	1FDWF36P04EC24890	HM		\$30,000	\$1,000	\$3,000
111	2016	CHEVY SILVERADO	1GC2KUE80GZ188369	OTH	X	N/A	\$1,000	\$3,000
112	2016	CHEVY TAHOE	1GNSKDEC7GR332902	OTH	X	N/A	\$1,000	\$3,000
113	2016	CHEVY TAHOE	1GNSKDEC6GR333801	OTH	X	N/A	\$1,000	\$3,000
114	2004	E-ONE PUMPER	4ENRAAA8641009137	PR		\$300,000	\$1,000	\$3,000
115	2001	FORD CROWN VICTORIA	2FAEFP71W31X201837	OTH		N/A	N/A	N/A
116	2002	FORD F-350	1F8SS31F72HB31930	OTH		N/A	N/A	N/A
117	1999	FORD F-250	1FDNX21L5XED6826	OTH		N/A	N/A	N/A
118	2000	PIERCE HAZ MAT	4P1CT02S0YA000241	HM		\$750,000	\$1,000	\$3,000
119	2019	PIERCE PUMPER LDH	4P1BAAFF6KA020555	PLDH		\$632,614	\$1,000	\$3,000
120	2019	CHEVY SILVERADO	2GC2KREGXK1189261	OTH		\$28,919	\$1,000	\$3,000
121	2019	CHEVY SILVERADO	2GC2KREG3K1189716	OTH		\$28,919	\$1,000	\$3,000
122	2019	FORD BRUSH VEH	1FTRF3B6XKEF55746	BV		\$26,272	\$1,000	\$3,000
123	2019	CHEVY SILVERADO	2GCVKNEC3K1103730	OTH		\$27,589	\$1,000	\$3,000
124	2019	FORD EXPLORER	1FM5K8AR4KGA12833	OTH		\$29,569	\$1,000	\$3,000
125	2001	FORD EXPLORER	1FMZU72E32UA68233	OTH		N/A	N/A	N/A
126	2007	POLARIS RANGER	3NSRVA995HG739003	OTH	X	N/A	\$1,000	\$3,000
127	1969	DODGE POWER RANGER	85378	OTH		N/A	N/A	N/A

GENERAL LIABILITY / PROFESSIONAL HEALTH CARE LIABILITY

This coverage contains the following four sections:

- **Coverage A. Bodily Injury and Property Damage Liability** protects you when claims are made against you because of injury to others or damage to their property, unless caused by an auto.
- **Coverage B. Personal and Advertising Injury Liability** protects you when claims are made against you because of offenses such as false arrest, wrongful eviction or slander.
- **Coverage C. Professional Health Care Liability** protects you when claims are made against you as a result of your handling of patients, or providing, or failing to provide, medical services.
- **Coverage D. Medical Expense** protects you when claims are made against you as a result of injuries suffered by the public (not your volunteers or employees) because of your premises or operations. These expenses are payable even if the injury occurred through no fault of your own.

<u>Coverages</u>	<u>Limits</u>
Each Occurrence or Medical Incident.....	\$1,000,000
Personal and Advertising Injury (each offense)	\$1,000,000
Fire Damage Legal Liability (any one fire)	\$1,000,000
Medical Expense (any one person).....	\$5,000
General Aggregate (the total payable in any policy term).....	\$2,000,000
Products / Completed Operations Aggregate (the total payable in any policy term).....	\$2,000,000
Line of Duty Accidental Death Limit	\$10,000

Optional Coverages (apply only if checked)

- Employer's (Stop Gap) Liability**
 - Provides General Liability and Auto Liability coverage to you (the insured organization) if a volunteer or employee alleges they were injured on the job and are entitled to sue the organization and seek damages beyond the benefits available under the applicable Workers' Compensation statute.
 - Needed when the insured's Workers' Compensation policy provided for your volunteers and/or employees does not contain Part Two – Employer's Liability.
- Owned Watercraft Liability (boats exceeding 100 horsepower)**

MANAGEMENT LIABILITY

	<u>Limits</u>
Each Offense or Wrongful Act.....	\$1,000,000
Aggregate (the total payable in any policy term).....	\$2,000,000
Defense Expense for Injunctive Relief	\$50,000

"Claims made" basis

- This means that coverage is provided only for claims that are reported during the policy period, regardless of when the incident giving rise to a claim occurred. VFIS covers claims arising from incidents that occurred prior to the initial policy period as long as you had no reason to suspect that a claim might be presented as a result of the incident.
- If you are aware of any such incidents, be sure to report them to your agent immediately.

A signed and dated application is required before coverage can be bound.

"Occurrence" basis

- This means that coverage is provided only for claims arising out of incidents that occur during the policy period, regardless of when the claim is eventually reported.
- You should not purchase occurrence coverage unless:
 - You are currently insured on an occurrence basis, or
 - You are currently insured on a claims made basis and you have decided to purchase a supplemental extended reporting period from your current carrier.

Cyber Liability and Privacy Crisis Management Expense

- **Cyber Liability** protects you when claims are made against you for monetary damages arising out of an electronic information security event.
- **Privacy Crisis Management Expense** reimburses for expenses you incur as a result of a privacy crisis management event first discovered during the policy period. This first party coverage is intended to provide professional expertise in the identification and mitigation of a privacy breach while satisfying all Federal and State statutory requirements.
- **Cyber Extortion Expense** reimburses for expenses you incur as a result of a cyber extortion threat first made against you during the policy period.

Cyber Liability

Each Event Limit:	\$1,000,000	Each Electronic Information Security Event
Retroactive Date:	None	

Privacy Crisis Management Expense

Each Event Limit:	\$50,000	Each Privacy Event
Retroactive Date:	None	
Deductible:	\$0	Each Privacy Event

Cyber Extortion Expense

Each Event Limit:	\$20,000	Each Cyber Extortion Threat
Deductible:	\$0	Each Cyber Extortion Threat

Privacy Crisis Management Expense and Cyber Extortion Expense

Aggregate Limit:	\$50,000	Aggregate
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EXCESS LIABILITY

Excess Liability coverage protects you with the following:

1. It provides excess coverage over your primary liability insurance stated on a schedule of underlying insurance.
2. It will automatically take the place of primary liability policies whose aggregate limits have been exhausted.

	<u>Limits</u>
Each Occurrence.....	\$1,000,000
Annual Aggregate	\$2,000,000
Self-Insured Retention	None

Excess over the following underlying coverages:

- Auto
- General Liability and Professional Liability
- Management Liability

Liquor Liability	Follows form with underlying coverages.
Pollution Liability	Follows form with underlying coverages.
Management Liability	Follows form with underlying coverages.
Employer's Liability	Follows form with underlying coverages.
Unlimited Defense Costs	The cost to defend you against covered claims is the responsibility of the company and will not erode your liability limits.
Expanded Aggregate Limit	The aggregate limit shown in the schedule applies separately to each location.
Unmanned Aircraft (Drones)	Coverage is included for unmanned aircraft that is owned, operated, rented or loaned to you. \$1,000,000 each occurrence/aggregate sublimit applies.

PROPOSAL NOTES

Property

Note: If you should have a covered loss from wind, hail or flood resulting from a named storm, a deductible of 5% will be applied to the combined building and contents values on file for each premises/item.

Note: If you should have a covered loss from wind, hail, or flood resulting from a named storm, the Ordinance Extension will be capped at 25% of the combined costs of (1) demolishing the remaining structure and clearing the site and (2) rebuilding according to code.

General

Note: This proposal is based solely on the insurance exposures of the organization(s) shown opposite the heading "Coverage Applies To". All of the coverages described here and any policies that we issue will apply only to injury or damage arising out of the firefighting, rescue, ambulance or incidental operations of the emergency service organization(s) listed opposite "Coverage Applies To".

PREMIUM SUMMARY

ESCAMBIA COUNTY BOARD OF COMMISSIONERS (FL) C43929

	<u>Premium</u>
Property.....	\$110,009
Crime	\$715
Portable Equipment	\$9,458
Auto	\$99,801
General Liability	\$39,895
Management Liability.....	\$28,368
Excess Liability	\$20,561
Total Estimated Annual Premium	\$308,807
<i>(excludes state-imposed taxes, surcharges and fees)</i>	
Total Estimated State-Imposed Taxes, Surcharges and Fees	\$191.74

PLUS MORE VALUE!

Risk Management..... Included

- Employment practices
- Manage your risk – resources, check lists
- Risk Management Consultants
- On-site assessments/self-assessments

Education, Training & Consulting Included

- Classroom seminars, training, resources – vfis.com
- Distance learning – VFIS University
- Consulting Available

Volunteer Firemen's Insurance Services, Inc.®

VFIS®, VFIS® with design and Volunteer Firemen's Insurance Services, Inc.® are all registered service marks of the same PA Corporation.

VFIS ORDER FORM

ESCAMBIA COUNTY BOARD OF COMMISSIONERS (FL) C43929

Coverage	Effective/ Expiration Dates	Accept Initial to accept coverage	Decline Initial to decline coverage	Premium Quoted
Property				
Crime				
Portable Equipment				
Auto				
General Liability				
Management Liability				
Excess Liability				
Total				

Payment Plans

Installment Option: (no installment fee)

- Ten Pay (\$10,000 P&C account minimum and 25% down payment)
- Semi-Annual (\$2,500 P&C account minimum)
- Quarterly (\$3,500 P&C account minimum)

X _____
Signature of Insurance Representative

Date

Agency Name/Address _____

Producer/Service Rep. _____

Before you return this form, you must:

- Provide the INSURED'S Federal ID#: 85-8013888
- Identify all mortgagees, loss payees and (for Auto only) additional insureds/lessors (provide address).
- Choose \$1,000,000 underlying limits when there is Excess Liability.

This is not a binder, nor should it be used as one. This form is solely for the purpose of ordering property and casualty insurance coverages for which VFIS has provided a valid quote.

Jan P. Williams
Signature of Insured

12/31/2019
Date

Comments/Notes: _____

Internal Use Only:	C43929	FL	Qt Eff Dt: 01/01/2020	Doc ID: 980e287887194bb9be7bea3fc0b0e9e4
	Property:	37871210000000	Crime: 37871210000000	PE: 37871210000000 Auto: 37871210000000
	GL:	37871210000000	ML: 37871210000000	Excess: 37871210000000

CLAIMS-MADE MANAGEMENT LIABILITY SUPPLEMENTAL APPLICATION

This application is only required when Claims Made Management Liability coverage is new.

1. Legal name of applicant: ESCAMBIA COUNTY BOARD OF COMMISSIONERS
2. Address: 221 PALAFOX PLACE, SUITE 200, PENSACOLA, FL 32505
3. Desired effective date of coverage: _____
4. Limits of liability requested (cannot be greater than the General Liability limit):
 - \$300,000 each offense or wrongful act / \$1,000,000 aggregate
 - \$500,000 / \$1,000,000
 - \$1,000,000 / \$2,000,000
 - \$1,000,000 / \$3,000,000
 - \$1,000,000 / \$10,000,000 (aggregate limit does not apply to each named insured with this option)
5. Does the applicant have knowledge of any incidents which would cause a reasonable person to believe that a claim or suit might result? Yes No
If yes, please give complete details, including date: _____
6. Name of person designated to receive any and all notices from the company or agent concerning this insurance: _____

COVERAGE CANNOT BECOME EFFECTIVE PRIOR TO THE DATE THIS SIGNED APPLICATION IS APPROVED BY THE COMPANY.

THE APPLICANT ACCEPTS NOTICE THAT ANY POLICY WHICH MAY BE ISSUED AND ANY RENEWALS THEREOF WILL APPLY ON A "CLAIMS MADE" BASIS.

The applicant agrees that in the event they become aware of any fact which would serve to alter any answer previously given to one or more of the foregoing questions, they will so advise the agent. The applicant further agrees that based on such revised information, the agent may revise or withdraw any quotation previously given.

The undersigned, being authorized by and acting on behalf of the applicant, declares that to the best of his / her knowledge and after having made proper inquiry, the responses to the foregoing are true and that no facts have been suppressed or any material facts misstated. The applicant further agrees that this application shall be the basis of any policy issued. The application is valid for 90 days from the date it is signed.

Agent's Signature: <u>Stewart Freeman</u>	Applicant's Signature: <u>Jim P. Williams</u>
Address: <u>6575 NW St</u>	Title: <u>Fire Chief</u>
City / State / Zip: <u>Pensacola, FL 32504</u>	Date: <u>12/31/2019</u>



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17359

County Administrator's Report 9.9.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: Florida Department of Transportation (FDOT) Section 5310
Program Grant Application

From: TONYA ELLIS, Director, Mass Transit

Organization: Mass Transit

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Department of Transportation Section 5310
Program Grant Application - Tonya Ellis, Mass Transit Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for Section 5310 funding and Federal Transit Administration (FTA) enhanced mobility of seniors and individuals with disabilities funding to be used by Escambia County for the purchase of four Americans with Disabilities Act of 1990 (ADA) Vehicles:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by the Florida Department of Transportation (FDOT) and by the Federal Transit Administration (FTA) Act of 1964;

B. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notification of funding and electronic document filing; and

C. Authorize the Mass Transit Director to sign all Application documents and to submit the Application.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- 5310 Grant Application for Fiscal Year 2020/2021

[Funding: Escambia County is required to provide a 10% match for Section 5310

Capital Awards (\$31,087). These funds will be included in the Mass Transit Department Fiscal Year 2020/2021 Budget]

BACKGROUND:

The purpose of the Section 5310 Formula Grant is to provide enhanced mobility of seniors and individuals with disabilities. Escambia County uses these funds to replace or add vehicles typically used for Escambia County Community Transportation, the County's Paratransit / Demand Response service.

There are currently 26 vehicles in the fleet available to Escambia County Community Transportation (ECCT). This Application is to purchase 4 additional vehicles for the fleet.

Program of Projects	Amount
4 ADA Compliant 3.5L Ford Transit	\$310,856
Two way radio purchase and install	\$5,000
Total	\$315,856

Upon approval by the Board of County Commissioners, this proposed Program of Projects, including any Amendments, becomes the final Program of Projects.

The vehicles will be purchased from the Transit Research Inspection Procurement System (TRIPS), which is a FDOT managed contract. FTA or FDOT funding cannot be used if / when a local preference purchasing policy is utilized. Escambia County is expected to contribute 10% of the total cost, with the FTA and FDOT providing funding for 90% - it is mandatory when using 5310 Capital funds to use the TRIPS Contract.

BUDGETARY IMPACT:

Escambia County is required to provide a 10% match for Section 5310 Capital Awards (\$31,087). These funds will be included in the Mass Transit Department Fiscal Year 2020/2021 budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has approved as to form and legal sufficiency.

PERSONNEL:

No additional personnel are required as a result of this action.

POLICY/REQUIREMENT FOR BOARD ACTION:

A Resolution of the *Governing Board* authorizing the signing and submission of a Grant Application and supporting documents and assurances to the Florida Department of Transportation, the acceptance of a Grant award from the Florida Department of Transportation, and the purchase of vehicles and/or equipment and/or expenditure of Grant funds pursuant to a Grant award.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Clerks office staff will need to certify 2 copies of the Resolution for the Mass Transit Department. Mass Transit personnel will continue to coordinate with FDOT staff to complete the implementation requirements.

Attachments

Resolution

RESOLUTION R2020-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to 49 U.S.C. §5310, the Secretary of Transportation of the U.S. Department of Transportation (“USDOT”) is authorized to award formula program grants for public transportation projects planned, designed, and carried out to enhance the mobility of seniors and individuals with disabilities; and

WHEREAS, pursuant to Chapter 341, Florida Statutes, the Florida Department of Transportation (“FDOT”) is authorized to receive federal grants for public transportation projects; and

WHEREAS, pursuant to Chapter 341, Florida Statutes, Escambia County is authorized to apply for and accept Public Transportation Grants from the FDOT to receive federal grant funding for public transportation projects; and

WHEREAS, Escambia County has the authority to submit a Section 5310 formula program grant application and supporting documents and assurances to the FDOT.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

Section 1. The above stated recitals are true and correct and incorporated herein by reference.

Section 2. The Escambia County Board of County Commissioners hereby approves the submission of a Section 5310 formula program grant application, supporting documentation, and assurances to the FDOT.

Section 3. The Board hereby authorizes the Escambia County Mass Transit Director, Tonya Ellis, to execute and file the grant application on behalf of Escambia County, along with any supporting documentation or assurances as may be required by the FDOT.

Section 4. This Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS ___ DAY OF _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: *Kristin D. Hual, SACA*

Date: 01-08-2020



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17360

County Administrator's Report 9. 10.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: Florida Department of Transportation (FDOT) Section 5311
Program Grant Application

From: TONYA ELLIS, Director, Mass Transit

Organization: Mass Transit

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida Department of Transportation Section 5311
Program Grant Application - Tonya Ellis, Mass Transit Department Director

That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Grant Application for USC Section 5311 funding (Federal Transit Administration [FTA] non Urbanized funding), to be used by Escambia County Mass Transit Department, for fixed route and paratransit transportation to and from the Rural / Non Urbanized area:

A. Adopt the Resolution authorizing Escambia County to apply for and accept certain Grant awards made by the Florida Department of Transportation (FDOT) and by the Federal Transit Administration (FTA) Act of 1964;

B. Authorize the Chairman to execute the Resolution and all other required documents pertaining to acceptance and expenditure of Grant funds, including notification of funding and electronic document filing; and

C. Authorize the Mass Transit Director to sign all Application documents and to submit the Grant Application.

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- 5311 Grant Application for Fiscal Year 2020/2021

[Funding: Section 5311 funding requires a 50% match for operating costs for

Rural areas. The other 50% is a reimbursement. These funds will be included in the Fiscal Year 2020/2021 Budget]

BACKGROUND:

The Section 5311 Non-Urbanized Area Formula Grant Program provides federal operating capital assistance to eligible recipients who operate/contract public transportation service in non-urbanized areas. Eligible recipients may receive annual section 5311 allocations to offset operational expenses of public transportation service operated and or contracted in rural/non-urbanized areas. Grant recipients must either be a Community Transportation Coordinator (CTC), or an otherwise-eligible recipient who maintains a written coordination agreement with the CTC. Additionally, grant recipients must have the requisite fiscal and managerial capability to carry out the project and the legal authority to receive federal and state funds. Escambia County is the eligible local recipient of FDOT funding.

The route that goes into the Rural area is Route 60, and it typically runs/costs 3% of the overall operating Budget. FDOT will reimburse 50% of those costs, up to the maximum awarded. Applications are submitted and are reviewed on a competitive basis, therefore we cannot give an exact value of the grant award. However, historically ECAT has been awarded enough to offset the full 50% of route costs.

BUDGETARY IMPACT:

Section 5311 funding requires a 50% match for operating costs for Rural areas. The other 50% is a reimbursement. These funds will be included in the Fiscal Year 2020/2021 Budget

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Resolution for legal sufficiency.

PERSONNEL:

No additional personnel required as a result of this action.

POLICY/REQUIREMENT FOR BOARD ACTION:

A Resolution of the *Governing Board* authorizing the signing and submission of a Grant Application and supporting documents and assurances to the Florida Department of Transportation, the acceptance of a Grant award from the Florida Department of Transportation, and the purchase of vehicles and/or equipment and/or expenditure of Grant funds pursuant to a Grant award.

IMPLEMENTATION/COORDINATION:

Upon Board approval, Clerk's office staff will need to certify two copies of the Resolution for the Mass Transit Department. Funds are accessed upon Grant award, acceptance of the award and all approvals. Mass Transit personnel will continue to coordinate with FDOT staff to complete all implementation requirements.

Attachments

Resolution

RESOLUTION R2020-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to 49 U.S.C. §5311, the Secretary of Transportation of the U.S. Department of Transportation (“USDOT”) is authorized to award formula program grants for public transportation projects in rural areas; and

WHEREAS, pursuant to Chapter 341, Florida Statutes, the Florida Department of Transportation (“FDOT”) is authorized to receive federal grants for public transportation projects; and

WHEREAS, pursuant to Chapter 341, Florida Statutes, Escambia County is authorized to apply for and accept Public Transportation Grants from the FDOT to receive federal grant funding for public transportation projects; and

WHEREAS, Escambia County has the authority to submit a Section 5311 formula program grant application and supporting documents and assurances to the FDOT.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

Section 1. That the above stated recitals are true and correct and incorporated herein by reference.

Section 2. That the Escambia County Board of County Commissioners hereby approves the submission of a Section 5311 formula program grant application, along with any supporting documentation and assurances, to the FDOT.

Section 3. That the Board hereby authorizes the Escambia County Mass Transit Director, Tonya Ellis to execute and file the grant application on behalf of Escambia County, along with any supporting documentation or assurances as may be required by the FDOT.

Section 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS ___ DAY OF _____, 2020.

ATTEST: Pam Childers
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Deputy Clerk

Steven Barry, Chairman

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: *Kristin D. Hual, SACA*

Date: 01-13-2020



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17331

County Administrator's Report 9. 11.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: Approval to issue Fiscal Year 2019/2020 Purchase Order in Excess of \$25,000, for Animal Services Department - John Robinson, Division Manager

From: JOHN ROBINSON, Division Manager

Organization: Building Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval to issue a Fiscal Year 2019/2020 Purchase Order, in Excess of \$25,000, for the Animal Services Department - John Robinson, Division Manager

That the Board, for Fiscal Year 2019/2020, ratify Purchase Order #201095, to be issued to Security Engineering for the purchase and installation of surveillance cameras and monitoring system at the Escambia County Animal Shelter:

Vendor/Contractor	Amount	Reference Number
Security Engineering Surveillance cameras and monitoring Vendor Number not yet available.		
Fund/Cost Center: 001-250202-56401 Animal Services Machinery & Equip.	31,167.48	PO# 201095. PO not yet issued as it is being held for Board approval.
Fund/Cost Center: 101R-250204-56401 Animal Services Machinery & Equip.	2,425.00	

This PO has not been issued to the vendor; it is being held pending Board approval.

BACKGROUND:

Issuance of this Purchase Order is necessary to replace the current surveillance system at the Animal Shelter. The current system is outdated and using technology that has become obsolete, making it impossible to repair. The new system will provide better surveillance coverage throughout the facility for the safety of the animals and employees at the shelter.

In an effort to encourage competition from local businesses, and in compliance with Board adopted policy, this solicitation was listed on Vendor Registry for two weeks and there were no responses. Since there were no responses through Vendor Registry, we worked with the IT department to obtain three quotes for surveillance equipment, from which we selected Security Engineering, who had the best system to match our criteria and were also the responder with the lowest quote.

The security system and monitoring was a budget request for Fiscal Year 2019/2020, but it was determined late in Fiscal Year 2018/2019 that there were funds available for this project. The majority of the funds for this project were brought forward in a rebudget from Fiscal Year 2018/2019, with the remainder coming from the Restricted Fund, which is donations to Animal Services.

BUDGETARY IMPACT:

Funding:

Fund 001, General Fund, Cost Center 250202, Animal Services Admin, Account 56401

Fund 101, Restricted Fund, Cost Center 250204, Kennel Sponsorships, Account 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchase of Contracts. Per the guidance received at the October 3rd, 2019 Board Meeting, all purchases over \$25,000 must have BCC approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order.

Attachments

Glaze Comm Quote

Security Engineering Quote

Security 101 Quote



1864 Cowen Rd.
Gulf Breeze, FL 32563

Estimate

DATE	ESTIMATE NO.
9/10/2019	11107

NAME / ADDRESS
Information Technology, Telecom BOCC Clerk of the Court & Comptroller 221 Palafox Place, Suite 140 Pensacola, FL 32502

Ship To
Animal Shelter 200 W Fairfield Dr Pensacola, FL

REP	PROJECT
DT	Animal Shelter Camera System

ITEM	DESCRIPTION	QTY	COST	TOTAL
	Design, supply and install a IP camera system for the Escambia County Animal Shelter. 30 cameras total with an 80TB NVR. We will provide a camera coverage drawing with the project. NVR Calculation: 30 Days 15 FPS 100% Recording			
IP04-80T-R4A	IP 4U recorder with 4 IP cameras licenses (64 max). exacqVision Professional client, server, web/mobile software pre-installed with 3 years software upgrades and hardware warranty. Win10 on 120 GB SSD. HDMI, DVI-I, DisplayPort	1	14,614.60	14,614.60
5000-20070	Rackmount sliding rail kit for Z series chassis, 26" mounting rail spacing	1	109.20	109.20
5000-40341	Exacq RAID option for 4U A Series Time of initial purchase only (5000-40341)	1	1,820.00	1,820.00
EVENIP-01	Enterprise video channel license	26	203.00	5,278.00
Misc Security	J9779A#ABA Aruba 24P POE Switch	1	1,981.00	1,981.00
WV-S2550L	5 MP Outdoor Vandal Resistant Dome Network Camera	10	973.588	9,735.88
PWM485S	OUTDOOR WALL MOUNT BRACKET FORWV-CW Gray	10	95.816	958.16
WV-S4550L	360-degree Dome Network Camera w/IR, IP66, NEMA-4X, IK10 compliant	1	838.80	838.80
WV-X4571L	9MP 360 Outdoor Vanda IH.265w/IR	8	1,261.03625	10,088.29
PCM485S	PENDANT SHROUD W/ WALL/CORNER BRACKET Gray	4	228.1725	912.69
TOTAL				

Thanks to your support GCS is now celebrating 19 years of service!

Phone #	Fax #	E-mail	Web Site
850-916-7455	850-932-9646	info@gcsgulfcoast.com	www.GCSgulfcoast.com



1864 Cowen Rd.
Gulf Breeze, FL 32563

Structured Cabling Systems
Security Systems

Estimate

DATE	ESTIMATE NO.
9/10/2019	11107

NAME / ADDRESS
Information Technology, Telecom BOCC Clerk of the Court & Comptroller 221 Palafox Place, Suite 140 Pensacola, FL 32502

Ship To
Animal Shelter 200 W Fairfield Dr Pensacola, FL

REP	PROJECT
DT	Animal Shelter Camera System

ITEM	DESCRIPTION	QTY	COST	TOTAL
WV-S3531L	Outdoor 1080p 2mp Dome Camera	11	372.66636	4,099.33
5133299E Cat6	CMR Gen Cab Cat6 Green	6	211.68	1,270.08
DP24688TGY	24P Cat6 Panel Panduit	2	190.40	380.80
Misc Customer Charge	Labels, tie wraps,connectors, hangers, conduit, etc.	1	140.00	140.00
Labor Security Techs	Two Techs	60	120.00	7,200.00
	Sales Tax--Escmb Cnty		7.50%	136.50
			TOTAL	\$59,563.33

Thanks to your support GCS is now celebrating 19 years of service!

Phone #	Fax #	E-mail	Web Site
850-916-7455	850-932-9646	info@gcsgulfcoast.com	www.GCSgulfcoast.com

Escambia County Public Safety

Project Location

Escambia County Public Safety

6575 North W Street

Pensacola, FL 32505

Escambia County Animal Shelter Camera System

Proposal No.: 119339.0

PM Approved

Prepared For

Robert Powell



PO Box 6487

Mobile, AL 36660

AL — Alarm: 1090 | LA — Alarm: F175



J&R Systems Integrators DBA Security 101 Mobile
PO Box 6487
Phone: 251-471-4323
Fax: 251-471-9711
Website: www.Security101.com

Friday, September 13, 2019

Robert Powell
Escambia County Public Safety
6575 North W Street
Pensacola, FL 32505

Re: Escambia County Animal Shelter Camera System

Dear Robert Powell:

Thank you for allowing Security 101 the opportunity to present this proposal for your consideration. This proposal is based on our discussions, meetings, site surveys, and bid documents created by your organization.

Our company is uniquely qualified to provide the installation and service required for the above referenced security system. Security 101 has an established track record of installing and maintaining similar systems as well as meeting strict time schedules and budget requirements.

Our engineering and project management staff have worked together with me to create this proposal. This team will be prepared to deliver your installation in an organized and professional manner. Our installation crews and service technicians will be uniformed, trained, and in company stocked vehicles.

Finally, although most of the work to be done will be executed by other team members, I will be committed to monitoring the process and making sure that your system meets or exceeds your expectations.

Victoria Redmond

vredmond@security101.com
Cell Phone: 251-402-2100

Video System

Head Ends

ExacqVision NVR

Hard Drives	1	RAID option for Front Load 2UA-series servers. Reduces usable storage - see recorder calculator for more details. Not field upgradeable. Available at time of initial order only. (EXACQ TECHNOLOGIES part number 5000-40344)
IP Camera License	29	Single IP camera license (EXACQ TECHNOLOGIES part number EXQ-EVIP01)
NVR	1	EV 4IP NVR 36T2UA WIN10 (EXACQ TECHNOLOGIES part number IP04-36T-F2A)
Rack Unit	1	Rackmount Sliding Rail Kit for exacqvision Z series chassis, 26" mounting rail spacing (EXACQ TECHNOLOGIES part number 5000-20070)

IP Cameras

Main Lobby

Mega Pixel Interior	1	P3717-PLE 8MP,360 MLTDIR (AXIS COMMUNICATIONS INC part number 01504-001)
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Main Gate Area

Mega Pixel Interior	1	P3717-PLE 8MP,360 MLTDIR (AXIS COMMUNICATIONS INC part number 01504-001)
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Outdoor Washer/Dryer Area

Mega Pixel Interior	1	P3717-PLE 8MP,360 MLTDIR (AXIS COMMUNICATIONS INC part number 01504-001)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC part number 5506-481)
Mount Adaptor	1	T94N01D PNDNT KT (AXIS COMMUNICATIONS INC part number 01513-001)

Front Dog Play Area

Mega Pixel Interior	1	P3717-PLE 8MP,360 MLTDIR (AXIS COMMUNICATIONS INC part number 01504-001)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC part number 5506-481)
Mount Adaptor	1	T94N01D PNDNT KT (AXIS COMMUNICATIONS INC part number 01513-001)

Outside Blue Bldg. North East Corner

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC part number 5506-481)

Mount #2	1	Outdoor pendant kit for AXIS P32-VE Series, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes. (AXIS COMMUNICATIONS INC part number 5505-871)
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Dog Run East Area

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC part number 5506-481)
Mount #2	1	Outdoor pendant kit for AXIS P32-VE Series, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes. (AXIS COMMUNICATIONS INC part number 5505-871)

Dog Run West Area

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC part number 5506-481)
Mount #2	1	Outdoor pendant kit for AXIS P32-VE Series, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes. (AXIS COMMUNICATIONS INC part number 5505-871)

Rear Dog Play Area

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC part number 5506-481)
Mount #2	1	Outdoor pendant kit for AXIS P32-VE Series, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes. (AXIS COMMUNICATIONS INC part number 5505-871)

Inside Dog Run Area

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC part number 5506-481)
Mount #2	1	Outdoor pendant kit for AXIS P32-VE Series, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes. (AXIS COMMUNICATIONS INC part number 5505-871)

Inside Blue Bldg. Main Hall Camera 1

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC part number 5506-481)
Mount #2	1	Outdoor pendant kit for AXIS P32-VE Series, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes. (AXIS COMMUNICATIONS INC part number 5505-871)

Inside Blue Bldg. Main Hall Camera 2

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC part number 5506-481)
Mount #2	1	Outdoor pendant kit for AXIS P32-VE Series, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes. (AXIS COMMUNICATIONS INC part number 5505-871)

Outside Middle Dog Run

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC part number 5506-481)
Mount #2	1	Outdoor pendant kit for AXIS P32-VE Series, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes. (AXIS COMMUNICATIONS INC part number 5505-871)

Outside Middle Dog Run Hallway Camera 1

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC part number 5506-481)
Mount #2	1	Outdoor pendant kit for AXIS P32-VE Series, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes. (AXIS COMMUNICATIONS INC part number 5505-871)

Outside Middle Dog Run Hallway Camera 2

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC part number 5506-481)
Mount #2	1	Outdoor pendant kit for AXIS P32-VE Series, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes. (AXIS COMMUNICATIONS INC part number 5505-871)

Outside Main Bldg. Back Door

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
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Main Bldg. Back Hallway

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
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Outside Main Front Door

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC part number 5506-481)
Mount #2	1	Outdoor pendant kit for AXIS P32-VE Series, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes. (AXIS COMMUNICATIONS INC part number 5505-871)

Outside Main Building Wall Mount

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC part number 5506-481)
Mount #2	1	Outdoor pendant kit for AXIS P32-VE Series, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes. (AXIS COMMUNICATIONS INC part number 5505-871)

Blue Area Outside Dog Run Camera 1

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC part number 5506-481)
Mount #2	1	Outdoor pendant kit for AXIS P32-VE Series, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes. (AXIS COMMUNICATIONS INC part number 5505-871)

Blue Area Outside Dog Run Camera 2

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC part number 5506-481)
Mount #2	1	Outdoor pendant kit for AXIS P32-VE Series, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes. (AXIS COMMUNICATIONS INC part number 5505-871)

Blue Area Inside Dog Run Camera 1

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC part number 5506-481)
Mount #2	1	Outdoor pendant kit for AXIS P32-VE Series, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes. (AXIS COMMUNICATIONS INC part number 5505-871)

Blue Area Inside Dog Run Camera 2

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC part number 5506-481)
Mount #2	1	Outdoor pendant kit for AXIS P32-VE Series, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes. (AXIS COMMUNICATIONS INC part number 5505-871)

Blue Area Dog Holding Area Camera 1

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC part number 5506-481)
Mount #2	1	Outdoor pendant kit for AXIS P32-VE Series, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes. (AXIS COMMUNICATIONS INC part number 5505-871)

Blue Area Dog Holding Area Camera 2

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
Mount #1	1	5506-481 - AXIS T91E61 WALL MOUNT (AXIS COMMUNICATIONS INC part number 5506-481)
Mount #2	1	Outdoor pendant kit for AXIS P32-VE Series, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes. (AXIS COMMUNICATIONS INC part number 5505-871)

Animal Intake Area

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
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Cat Intake Area

IP Exterior	1	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom. (AXIS COMMUNICATIONS INC part number 0955-001)
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Catnip Cafe

IP Interior	1	UM3046-V Network Camera Multi-megapixel fixed mini dome with HDMI and wide view; Vandal Resistant (AXIS COMMUNICATIONS INC part number 01116-001)
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Front Cat Room Camera 1

IP Interior	1	UM3046-V Network Camera Multi-megapixel fixed mini dome with HDMI and wide view; Vandal Resistant (AXIS COMMUNICATIONS INC part number 01116-001)
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Front Cat Room Camera 2

IP Interior	1	UM3046-V Network Camera Multi-megapixel fixed mini dome with HDMI and wide view; Vandal Resistant (AXIS COMMUNICATIONS INC part number 01116-001)
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Qty.	Part Description	Unit Price	Extended Price	Discount Amount	Final Price
3	UM3046-V Network Camera Multi-megapixel fixed mini dome with HDMI and wide view; Vandal Resistant	\$463.73	\$1,391.19	(\$306.06)	\$1,085.13
4	P3717-PLE 8MP,360 MLTDIR	\$1,690.48	\$6,761.92	(\$1,487.64)	\$5,274.28
2	T94N01D PNDNT KT	\$111.98	\$223.96	(\$49.28)	\$174.68
22	Day/night fixed dome, HDTV 1080p/2MP with support for OptimizedIR with built-in adaptable IR illuminators, and WDR Forensic Capture. IK10 vandal-resistant outdoor casing. Varifocal 3-10.5 mm P-iris lens, remote focus and zoom.	\$876.73	\$19,288.06	(\$4,243.36)	\$15,044.70
18	Outdoor pendant kit for AXIS P32-VE Series, compatible with Axis ceiling-/wall mounts, AXIS T91A67 Pole mount and 1.5" NPS threaded pipes.	\$62.98	\$1,133.64	(\$249.48)	\$884.16
20	5506-481 - AXIS T91E61 WALL MOUNT	\$48.98	\$979.60	(\$215.60)	\$764.00
1	Rackmount Sliding Rail Kit for exacqvision Z series chassis, 26" mounting rail spacing	\$97.29	\$97.29	(\$21.40)	\$75.89
1	RAID option for Front Load 2UA-series servers. Reduces usable storage - see recorder calculator for more details. Not field upgradeable. Available at time of initial order only.	\$1,621.78	\$1,621.78	(\$356.79)	\$1,264.99
29	Single IP camera license	\$142.42	\$4,130.18	(\$908.57)	\$3,221.61
1	EV 4IP NVR 36T2UA WIN10	\$8,759.09	\$8,759.09	(\$1,927.00)	\$6,832.09
					\$34,621.53

Customer to provide POE network switches at head end locations. One POE switch in the Blue Building and one POE switch in the Main Building.

Bill to: Escambia County Public Safety
 6575 North W Street
 Pensacola, FL 32505

Ship to: Attn: Robert Powell
 Escambia County Public Safety
 6575 North W Street
 Pensacola, FL 32505

Video System	
INSTALLATION	\$15,857.53
EQUIPMENT	\$34,621.53
MATERIALS	\$1,985.74
WARRANTY	\$1,478.00
SHIPPING	\$124.12
EXPENSES	\$0.00
EQUIPMENT RENTAL	\$0.00
SUBCONTRACTORS	\$0.00
TOTAL INVESTMENT	\$54,066.92
GRAND TOTALS	
INSTALLATION	\$15,857.53
EQUIPMENT	\$34,621.53
MATERIALS	\$1,985.74
WARRANTY	\$1,478.00
SHIPPING	\$124.12
EXPENSES	\$0.00
EQUIPMENT RENTAL	\$0.00
SUBCONTRACTORS	\$0.00
TOTAL INVESTMENT	\$54,066.92



Acceptance

Proposal #119339.0 Escambia County Animal Shelter Camera System

For the amount of **\$54,066.92**

This proposal dated Friday, September 13, 2019 is valid until Wednesday, November 13, 2019

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan, if included as a part of this proposal. This system proposal is intended to provide the customer partial protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such an event.

Payment Terms

- 50% upon Deposit
- 50% upon Job Complete

Under no circumstances may the customer make payments directly to any subcontractor, material supplier, laborer or any other person performing work or furnishing material under the Agreement without the prior written consent of Security 101.

Security 101 may assign this Agreement to any other person, firm or corporation without notice to or approval by the customer and may subcontract any activities which may be performed under this Agreement, either voluntarily or by operation of law, without the consent of the customer.

Licenses

AL — Alarm: 1090 | LA — Alarm: F175

Escambia County Public Safety

J&R Systems Integrators DBA Security 101 Mobile

Authorized Customer Signature (date)

Authorized Security 101 Signature (date)

Printed Name

Printed Name

Title

Title

Purchase Order Number

Limited Warranty; Exclusions and Disclaimers

1. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants all Equipment and installation labor rendered as part of the Work against defects in materials and labor for a period of twelve (12) months (the 'Warranty Period') from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. If the preponderance of the agreement is paid to Security 101, its an understood that it can and will take the place of any release of obligation for Security 101. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of Security 101 Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. The repair or replacement shall constitute Customer's sole remedy against Security 101.

2. Security 101 MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. IN NO EVENT SHALL Security 101 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.

4. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

Limitation of Liability

5. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.

6. Notwithstanding the foregoing provisions of this Section or for whatever reason, Security 101 should be found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of Security 101 under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price to be paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, or (iii) Five Hundred Dollars (\$500.00), and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of Security 101.

Indemnification

7. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless Security 101 from and against all claims brought by parties other than the parties to the Agreement. If the preponderance of the agreement is paid to Security 101, its an understood that it can and will take the place of any release of obligation or lack there of for Security 101. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Security 101, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Security 101, its employees, agents or assigns. Customer agrees to indemnify Security 101 against, and to defend and hold Security 101 harmless from any action for subrogation which may be brought against Security 101 by any insurer or insurance

company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

Design Development, Programming, Drawings, Ownership, and Software License(s)

8. Design Development. Customer and Security 101 have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. Security 101 shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.

9. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. To the extent required by the design and specifications of the Work, Security 101 shall:

(i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and

(ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, the total number of hours of training shall not exceed fifteen (15). Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at an above contract cost.

10. Drawings:

(i) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work by furnishing riser diagram drawings.

(ii) Security 101 may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.

11. Ownership. Prior to completion of the Work, any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.

12. Software License(s). Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).

13. An administration increase of 3% will be applied for all credit card transactions.

Video System Terms & Conditions

14. A dedicated circuit is recommended for the CCTV system, but not included.

15. Current and future lighting requirements are the responsibility of others.

16. Appropriate furniture or shelving for CCTV recording equipment is not included, unless specifically identified in the scope of work and/or the equipment list.

Additional Terms & Conditions

Installation

17. An administration increase of 3% will be applied for all credit card transactions.

18. All required installation documents are included.
19. Installation of all required equipment and materials with on-site supervision of project is included.
20. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.
21. Idle time incurred by Security 101 employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates.
22. This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be invoiced at our current labor rates.
23. Client to coordinate with local Security 101 staff to provide safe and timely right-of-passage in the work area during cable run and system installation.
24. Client to provide and coordinate 110 VAC electrical service where needed.
25. All LAN/WAN connections, addressing and network functionality are the responsibility of the Client.
26. Any telephone lines or LAN/WAN connections must be installed and operational prior to Security 101 commencing work. The local Security 101 representative will verify the availability and functionality of all connections prior to starting work.

Changes in Scope of Work

27. Any changes in the understood scope of work will be communicated and approved in writing (by an authorized Client representative), prior to commencing work.

Permits/Bonding/Sealed Engineered Drawings

28. Permits, bonds, and other requirements by any government agency are not included.

Miscellaneous

29. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement.

30. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

31. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

32. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17296

County Administrator's Report 9. 12.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: Approval to Issue Fiscal Year 2019-2020 Purchase Orders in Excess of \$25,000

From: TODD HUMBLE, Library Services Director

Organization: Library Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Approval of Fiscal Year 2019/2020 Purchase Orders, in excess of \$25,000, for Library Services - Todd Humble, Library Services

That the Board, for Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of \$25,000, based upon previously awarded Contracts, Contractual Agreements, or annual requirements for Library Services as follows:

Vendor/Contractor	Amount	Purchase Order #
OCLC Online Computer Library Center, Inc. PO Box 714746 Cincinnati, OH 45271-4746 Vendor Number: 150081 Cataloging / Metadata and Interlibrary Loan Services Fund: 113 Cost Center: 110501 Object Code: 55401	\$31,455.24	190335

BACKGROUND:

The issuance of this Purchase Order is necessary to ensure the continuity of services traditionally provided by the Board of County Commissioners Library Services department to the citizens of Escambia County.

Cataloging/Metadata is a bibliographic descriptions service. This service provides professional library material descriptions for our public to use in searching our

Online Public Access Catalog.

The Interlibrary Loan Services product allows our citizens to have access to over two billion items from 17,500 libraries that belong to the OCLC union catalog of holdings.

BUDGETARY IMPACT:

Funding: Fund 113, Library Fund; Cost Center: Operations 110501, Object Code: 55401

LEGAL CONSIDERATIONS/SIGN-OFF:

These services are coordinated by the Florida State Library.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts. Approval of this request insures the public will be provided prompt access to new library materials and easily request materials from other institutions.

IMPLEMENTATION/COORDINATION:

These services are coordinated by the Florida State Library and implemented by Library Services staff.

Attachments

OCLC Invoice



INVOICE

Invoice Number: 0000691110

Invoice Date: 10/31/2019
 Due Date: 12/15/2019
 PO Number: 190335

Page: 1

JACQUELIN MAXIM
 ADMINISTRATIVE OFFICER I
 WEST FLORIDA PUB LIBR
 239 N SPRING ST
 PENSACOLA, FL 32502-4825

PRODUCT CODE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
<u>Cataloging and Metadata</u>				
FIX9832	Cataloging and Metadata Sub-Monthly	1 <i>2</i>	<i>X</i> 1,743.40	1,743.40
<u>Resource Sharing and ILL</u>				
FIX9836	WorldShare ILL Subscription-Monthly	1 <i>2</i>	<i>X</i> 877.87	877.87
	Subtotal:			2,621.27
	Tax:			
	<u>TOTAL AMOUNT DUE</u>			2,621.27 <i>x12</i>

We appreciate your business. Thank you for supporting the OCLC Cooperative.

Remit Address: OCLC, Inc. PO Box 714746 Cincinnati, OH 45271-4746

For Key Terms and Definitions, please see the last page of the invoice.
 For an OCLC invoice overview, please see "Understanding your OCLC Invoice" at: <http://oc.lc/ujNwgF>
 Account Number: 01OCLC00010508 and OCLC symbol: FMF

If you have questions regarding products billed or pricing, subscription terms, or renewals please contact Order Services at orders@oclc.org.
 For payment or payment related questions about your account, please contact Candy Miller at 800.848.5878 ext 5000 or SMITHC@OCLC.ORG.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17265

County Administrator's Report 9. 13.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: SBA# 028 - Sheriff's Off-Duty Officer Reimbursements, Auto repairs, Public Records, Investigative costs and Misc. Fees

From: STEPHAN HALL, Budget Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #028 - Sheriff's Department, Henrique Dias, Chief Financial Officer - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #028, General Fund (001), in the amount of \$25,055, to recognize the Sheriff's off-duty officer, Auto repair, Public Records, Investigative costs, and Miscellaneous reimbursements/fees and to appropriate these funds back into the Sheriff's Administrative Budget to offset related operational expenses.

BACKGROUND:

The Sheriff's Department has received off-duty officer, Auto repairs, Public Records, Investigative, Miscellaneous costs and Reimbursements/fees associated with providing law enforcement and services in Escambia County. An appropriation of \$25,055 will be placed back into the Sheriff's General Fund Budget to off-set programmatic costs.

BUDGETARY IMPACT:

This Amendment will increase Fund 001 (General Fund) by \$25,055.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S.129.06 - Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#028

SBA#028 Backup

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

Resolution Number
R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from off-duty officers for related off-duty employment expenses incurred by the Sheriff's Department, as well as miscellaneous Sheriff's fees, auto repair, public records and investigative costs. These funds must now be recognized and appropriated back into the Sheriff's Operating Budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

General Fund	001		
Fund Name	Fund Number		
Fund Name	Account Name	Account Code	Amount
001 / General Fund	Miscellaneous Sheriff Fees	369939	\$24,784
001 / General Fund	Investigative Costs	341525	\$272
Total			\$25,055

Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
001 / General Fund	540101 / Administration	59703 / Operating Expenses	\$25,055
Total			\$25,055

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Steven Barry, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#028

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262

CHECK NO. 10027263

Account	Purchase Order	Invoice Number	Amount	Description
001 208201		19DEC - 02	19,201.00	EDE NOV19

369939

262 BOARD OF COUNTY COMMISSIONERS

Stop waiting on the mail - Ask us about electronic payments - Contact us at: payables@escambiaso.com

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.



DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 12/05/19
CHECK NO. 10027263

AMOUNT \$ ****19,201.00*

PAY THE SUM OF NINETEEN THOUSAND, TWO HUNDRED ONE DOLLARS & ZERO CENTS

TO THE ORDER OF BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈ 10027263⑈ 063013924:6748697878⑈

Print Mail
1-866-667-2861

U.S. MAIL PER. NO. 6105-947
EZECSO/CK

Extra Duty Employment Fee's November 2019

T Budget Unit: 001 AND Account Title: DTOG-EXTRA DUTY FEES AND Transaction Date: Between Nov 1, 2019 12:00 AM and Nov 30, 2019 11:59 PM
2 Transaction Date: Ascending order

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Account Title	Transaction Amount
ANTHONY CALOGERO	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$8.00
ANTHONY TAMPARY	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$23.00
BENJAMIN DUNLAP	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$64.00
BRIAN GUARINO	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$64.00
BRYAN BARTON	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$24.00
CHARLES DICKIN	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$8.00
DANIEL VINCENT WELLER	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$50.50
DAVID CRIPE	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$24.00
GREGORY JOSEPH GOULT	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$148.00
HOWARD ENDERSON	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$70.00
JEREMIAH MEEKS	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$10.00
JOSHUA MICHAEL RASMUSSEN	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$132.00
JOSHUA MICHAEL TIMO	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$72.00
JOSHUA TAYLOR	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$80.00
KEITH LEVERETT JR	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$44.00
MARC DEWEEES	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$24.00
MATTHEW BEATY	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$48.00
MICKY CAUDELL	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$58.00
SAMUEL SHELLEY	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$4.00
TIMOTHY FOX	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$13.00
TREY KEEGAN	11/08/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$42.00
ALEX JEREMY VINSON	11/12/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$30.00
ANDREW KELLEY	11/12/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$156.00
BOBBY KERSEY	11/12/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$87.00
BRIAN SHORETTE	11/12/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$12.00
EMILEE BRIGHT	11/12/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$8.00
HAROLD POOL	11/12/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$28.00
JASON FREAUFF	11/12/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$255.00
JOSE M OLIVERAS	11/12/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$40.00
KEN HOLYFIELD	11/12/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$17.00
MICHAEL COBURN	11/12/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$36.00
MITCHELL STEVENS	11/12/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$39.00
ROBERT GUY	11/12/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$24.00
STEPHEN HALL	11/12/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$24.00
STEVEN HARDY	11/12/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$64.00
STEVEN MCCANN	11/12/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$62.00
STEVEN MORRIS	11/12/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$74.00
WALTER SHIVER	11/12/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$8.00
WILLIAM HALLFORD	11/12/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$114.00
BRANDON GODFREY	11/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$42.00
CHAD BROWN	11/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$219.00
CYNTHIA PALEN	11/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$121.50
ELTON MEADOWS	11/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$12.00
FRANK FORTE	11/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$32.00
JACOB HOLLOWAY	11/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$114.00
JAMES FREEMAN	11/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$78.00
JAMES GILMAN	11/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$103.00
JAMES M FREEMAN II	11/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$89.00
JESSICA WOOD	11/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$40.00
JOHN WATKINS	11/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$220.00
KEVIN PACHUCKI	11/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$7.00
MEL ALTON PFEIFFER	11/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$41.00
PAMELA WHITLOCK	11/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$16.00
PHILIP FOLMAR	11/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$116.50
RUFUS JACKSON	11/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$132.00
THAXTON LANGFORD	11/13/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$24.00
AMANDA KELLY FREEMAN	11/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$114.00
CHARLES BREWER	11/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$8.00
DARREN ROBINSON	11/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$44.00
DAVID BJORENSEN	11/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$136.00
DONALD SELLERS	11/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$142.00
GEORGE LLOYD	11/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$20.00
JAMAL R VINSON	11/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$188.50
MATTHEW BEVINS	11/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$132.00
MELISSA STERLING	11/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$74.00
MELONY PETERSON	11/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$142.00
MICHAEL WILLIAMS	11/14/2019	001	208201	101001	DTOG-EXTRA DUTY FEES	\$55.50

MICHAEL WORKMAN	11/14/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$120.00
PATRICK CROSSLEY	11/14/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$32.00
SCOTT RIVKIN	11/14/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$129.00
SCOTT WEEKS	11/14/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$164.00
SHAWN VESTAL	11/14/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$40.00
SHELIA M. CHEEKS	11/14/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$126.00
TONY GODWIN	11/14/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$206.00
AUGUSTUS FETTERHOFF	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$40.00
BRANDON BEECH	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$232.00
BRANDON GEISLER	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$105.00
DAVID BASHORE	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$106.00
DAVID BROWN	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$26.50
DOUGLAS SHOEMAKER	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$140.00
EDWARD ROY	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$104.00
HARRY KILPATRICK	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$48.00
JAKE BANDURSKI	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$57.00
JEFF CUTAIO	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$112.00
JIMMIE WIGGINS	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$136.00
JOANNA TIDWELL	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$16.00
JOSEPH PARENTE	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$84.00
JOSEPH WEBBER	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$64.00
KAREN BRAY	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$18.00
LARRY D RICHARDSON	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$108.00
MARQUILOUS CARTER	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$128.00
MATTHEW JOHNSON	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$88.00
NEIL TIPTON	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$40.00
PETER KAMAU	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$80.00
PHILIP E GOBLE	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$64.00
ROBERT HARMON	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$32.00
THOMAS BORTNER	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$67.00
THOMAS GARRETT	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$172.00
THOMAS KELLY	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$50.00
TIMOTHY COLE	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$10.00
TIMOTHY RUBLE	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$24.00
TIMYRON YOUNG	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$50.00
TOM GREER	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$79.50
WAYNE GULSBY	11/15/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$36.00
AARON MYERS	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$20.00
ADAM WILSON	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$21.00
BARTON FRYER	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$32.00
BRENDA L MATTHEWS	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$20.00
CHASE HORNE	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$28.00
CHRISTOPHER CULL	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$22.00
CHRISTOPHER DANIEL	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$67.00
CHRISTY KALICHARAN	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$28.00
CRISTA POPE	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$173.00
DAVID RAMIRES	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$60.00
DONOVAN MCCLURG	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$60.00
DOYLE GRESHAM	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$151.00
DRAKE FAWCETT	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$8.00
GABRIELLE MARCOOL	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$54.00
HEATH CHEATHAM	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$108.00
JAMES BARNES	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$65.00
JAMES NEWTON	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$194.00
JEF GARDNER	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$26.00
JEFFREY GILLESPIE	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$112.00
JEREMY SMALL	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$54.00
JIMMY REAVES	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$72.00
JOAN SAVAGE	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$120.00
JOSEPH CARAWAY	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$88.00
LARRY MEADOWS	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$58.00
MICHELLE WERT	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$58.00
MILDRED SMALLWOOD	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$76.00
MITCHELL A. LEUZINGER	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$113.00
MORGAN SMITH	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$37.00
NORMAN FRYE	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$180.00
PATRICK PHARR	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$173.50
PETER RONALD GALLION	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$108.00
RICHIE FAUNCE	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$8.00
ROMAIN BRISSETT	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$53.50
ROYCE JENNINGS	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$19.00
STANLEY WEHMEIER	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$108.00

TAMA BARBER	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$24.00
TOD DAY	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$71.00
TROY LUCKENBILL	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$57.00
TY BREWTON	11/18/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$26.00
ALEXANDER WARK	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$40.00
BOBBY SMALL	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$55.00
BRETT MCCORMACK	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$18.00
BRIAN RUPERT	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$47.00
BRYAN POOLE	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$3.50
CALEB ODOM	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$72.00
CASEY WARD BOWLING	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$101.00
CHAD ROOP	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$219.00
CHRISTIAN COAD	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$148.00
CHRISTINA HERNANDEZ	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$16.00
DARIN VOGHT	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$24.00
DAVID ASHTON	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$10.00
DAVID COLLIER	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$129.00
DELARIAN WIGGINS	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$96.00
JACK HOLLAND	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$24.00
JACOB COTE	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$51.50
JARED SEABURY	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$202.00
JARRETT DE SILVA	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$64.00
JASON ATEs	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$77.00
JASON COMANS	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$106.00
JONATHAN ATEs	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$141.00
JUSTIN ROBBINS	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$138.00
JUSTINA KATHRYN TUNGOL	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$13.00
KEVIN BIGGS	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$112.00
KEVIN KELLY	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$26.00
MATTHEW ROE	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$8.00
MELISSA SALTER	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$87.00
MICHAEL HOYLAND	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$101.00
MICHAEL MOULTON	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$88.00
MICHAEL WARD	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$76.00
RAYMOND M. MATHENY II	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$59.00
RICKY HOWELL	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$20.00
ROBERT CLARK	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$48.00
ROBERTO BARRAGAN JR	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$110.00
SANDRA WEBBER	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$162.00
SANTIAGO CARRION-SOSA	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$54.50
STEPHEN SCHAFF	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$90.00
STEVEN GOZZE LEITE	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$97.00
THOMAS JOYNER	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$50.00
TIMOTHY EDMONSON	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$86.00
TIMOTHY HERNANDEZ	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$61.00
TRAVIS PEACOCK	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$16.00
WILLIAM POWELL	11/19/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$41.00
ALBERT GEORGE KALBER	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$28.50
ANDREW KILGEN	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$8.00
ANDREW LEONARD	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$148.50
ANDREW NICHOLS	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$305.00
BAMBI SELLARS	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$32.00
BRADLEY BAKER	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$59.00
BRANDON MINOR	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$162.00
BROC SECOR	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$38.00
BURT CRAFT	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$156.50
CHRISTOPHER ANGLE	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$19.00
CHRISTOPHER ECHELE	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$103.00
CHRISTOPHER PHELPS	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$39.00
CHRISTOPHER SOWELL	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$64.00
CONOR MCKINLEY	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$30.00
COREY CAVES	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$18.00
COREY SMITH	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$72.50
CURTIS CEPHAS	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$232.50
DALTON HEIGELE	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$136.50
DAVID RAPPA	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$40.00
DUSTIN SHAW	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$172.00
ERIC ANDERSON	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$100.00
GRANT MCMULLEN	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$32.00
GREGORY NESMITH	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$66.00
HARRY GREEN	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$144.00
JAMES C BARNETT	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$20.00

JAMES MANN	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$105.00
JAMES MORRIS	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$16.00
JASON DONNELLY	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$264.00
JASON VON ANSBACH-YOUNG	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$66.00
JAYSON BARNES	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$94.00
JEFFERY MOSES	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$17.00
JEFFREY SWANSON	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$172.00
JELANI ACEVEDO-MORALES	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$88.00
JENNIFER WATERS	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$76.50
JEREMY HORN	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$4.00
JEREMY JARMAN	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$176.00
JIMMIE TATUM	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$126.00
JOHN HOLCOMBE	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$8.00
JOHNATHAN MASHBURN	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$3.50
JONATHAN GLASS JR	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$32.00
JOSEPH HEINQ	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$10.00
JOSHUA LAVOIE	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$166.00
JUSTIN FOUNTAIN	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$65.00
KENNETH BULL	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$95.00
KEREM SUHI	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$166.00
KEVIN COXWELL	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$64.00
KEVIN STACK	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$58.00
KEVIN STIMMELL	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$110.00
KRISTI BERRY	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$58.00
KYLE HAVER	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$14.00
LEE TYREE	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$20.00
LIONIL MARTINEZ, JR.	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$8.00
LUKE MCCrackEN	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$36.00
MATTHEW HOUSAM	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$24.00
MATTHEW TINCH	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$136.00
MEAGHAN KEARNS	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$10.00
MIRANDA TAYLOR	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$32.00
NATESHA WEST	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$15.00
NICHOLAS CARPENTER	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$70.00
PATRICK ROBERTS	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$268.00
PATRICK WILLIAMS	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$16.00
RENE REGUINDIN	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$8.00
ROBERT NELSON	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$212.50
ROBERT POLLOCK	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$25.00
SHEDRICK JOHNSON	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$113.50
STEFAN CHAMLIS	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$124.00
TERRY HAMMOCK	11/20/2019 001	208201	101001	DTOG-EXTRA DUTY FEES	\$177.00
Summary					\$19,201.00

Dec 3, 2019

David Morgan, Sheriff - Escambia County Sheriff's Office
 1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262

CHECK NO. 10027266

Account	Purchase Order	Invoice Number	Amount	Description
001 208204		19DEC - 06	1,273.54	AUTO REPAIR NOV19

369939

EZES00CK

262 BOARD OF COUNTY COMMISSIONERS

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 ESCAMBIA COUNTY SHERIFF'S OFFICE
 GENERAL FUND ACCOUNT
 P.O. BOX 18770
 PENSACOLA, FLORIDA 32523-8770
 (850)436-9541

BBVA Compass Bank
 PENSACOLA, FLORIDA

CHECK DATE 12/05/19
 CHECK NO. 10027266

AMOUNT \$ *****1,273.54*

PAY THE SUM OF ONE THOUSAND, TWO HUNDRED SEVENTY THREE DOLLARS & 54 CENTS

TO THE BOARD OF COUNTY COMMISSIONERS
 ORDER ESCAMBIA COUNTY, FL
 OF 221 S PALAFOX PLACE STE 140
 PENSACOLA FL 32501

David Morgan

⑈ 10027266⑈ 063013924⑈ 6748697878⑈

Print Mail
 1-866-667-2861

Auto Accident Settle & Repair

Budget Unit: 001 AND Transaction Date: Between Nov 1, 2019 12:00 AM and Nov 30, 2019 11:59 PM AND Account Code: 208202 , 208204

Account Title	Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
DTOG-AUTO REPAIR WORK	ESCAMBIA BOARD OF COUNTY COMMISSION	11/21/2019	001	208204	101001	\$1,273.54
DTOG-AUTO REPAIR WORK						\$1,273.54
Dec 3, 2019				- 1 -		2:25:32 PM

David Morgan, Sheriff - Escambia County Sheriff's Office
 1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262

CHECK NO. 10027265

Account	Purchase Order	Invoice Number	Amount	Description
001 208104		19DEC - 05	1,752.27	PUBLIC RECORDS NOV19

369939

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DAVID MORGAN, SHERIFF
 ESCAMBIA COUNTY SHERIFF'S OFFICE
 GENERAL FUND ACCOUNT
 P.O. BOX 18770
 PENSACOLA, FLORIDA 32523-8770
 (850)436-9541

BBVA Compass Bank
 PENSACOLA, FLORIDA

CHECK DATE 12/05/19
 CHECK NO. 10027265

AMOUNT \$ *****1,752.27*

PAY THE SUM OF ONE THOUSAND, SEVEN HUNDRED FIFTY TWO DOLLARS & 27 CENTS

TO THE BOARD OF COUNTY COMMISSIONERS
 ORDER ESCAMBIA COUNTY, FL
 OF 221 S PALAFOX PLACE STE 140
 PENSACOLA FL 32501



David Morgan

⑈ 10027265⑈ 06301392416748697878⑈

Print Mail
 1-866-867-2861

U.S. PAT. NO. 6,819,414
 EZESC/CK

Public Records November 2019

 Budget Unit: 001 AND Transaction Date: Between Nov 1, 2019 12:00 AM and Nov 30, 2019 11:59 PM AND Account Code: 208104 , 208109
 Account Title: Ascending order

Account Title: DTOG-PUBLIC RECORDS FEES

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
Refund of Overpayment	11/21/2019	001	208104	101001	(\$89.61)
ECSO RECORDS DEPARTMENT	11/07/2019	001	208104	101001	\$9.40
ECSO RECORDS DEPARTMENT	11/13/2019	001	208104	101001	\$194.21
ECSO RECORDS DEPARTMENT	11/14/2019	001	208104	101001	\$58.44
ECSO RECORDS DEPARTMENT	11/15/2019	001	208104	101001	\$741.13
ECSO RECORDS DEPARTMENT	11/19/2019	001	208104	101001	\$11.18
ECSO RECORDS DEPARTMENT	11/20/2019	001	208104	101001	\$427.55
ECSO RECORDS DEPARTMENT	11/21/2019	001	208104	101001	\$246.21
ECSO RECORDS DEPARTMENT	11/25/2019	001	208104	101001	\$153.76
DTGG-PUBLIC RECORDS FEES					\$1,752.27

Dec 3, 2019

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89.61	-
9.40	+
194.21	+
58.44	+
741.13	+
11.18	+
427.55	+
246.21	+
153.76	+
1,752.27	T
0.	C

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262

CHECK NO. 10027264

Account	Purchase Order	Invoice Number	Amount	Description
001 208109		19DEC - 04	271.54	INV COSTS NOV19

341525

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GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 12/05/19
CHECK NO. 10027264

AMOUNT \$ *****271.54*

PAY THE SUM OF TWO HUNDRED SEVENTY ONE DOLLARS & 54 CENTS

TO THE BOARD OF COUNTY COMMISSIONERS
ORDER ESCAMBIA COUNTY, FL
OF 221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈ 10027264⑈ 063013924:6748697878⑈

Print Mail
1-866-667-2861

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EZECSO/CK

Investigation Costs November 2019

Budget Unit: 001 AND Transaction Date: Between Nov 1, 2019 12:00 AM and Nov 30, 2019 11:59 PM AND Account Code: 208104 , 208109
Account Title: Ascending order

Account Title: DTOG-INVESTIGATIONS COSTS

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
FL DEPT OF CORRECTIONS	11/18/2019	001	208109	101001	\$192.31
FL DEPT OF CORRECTIONS	11/25/2019	001	208109	101001	\$79.23
DTOG-INVESTIGATIONS COSTS					\$271.54

Dec 3, 2019

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0. C

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262

CHECK NO. 10027262

Account	Purchase Order	Invoice Number	Amount	Description
001 208150		12DEC - 03	2,556.85	MISC DETAIL NOV19

369939

262

BOARD OF COUNTY COMMISSIONERS

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ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 12/05/19
CHECK NO. 10027262

AMOUNT \$ *****2,556.85*

PAY THE SUM OF TWO THOUSAND, FIVE HUNDRED FIFTY SIX DOLLARS & 85 CENTS

TO THE BOARD OF COUNTY COMMISSIONERS
ORDER ESCAMBIA COUNTY, FL
OF 221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

⑈ 10027262 ⑈ 0630139241:6748697878 ⑈

Print Mail
1-866-667-2861

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EZECOS/OK

DTOG-MISCELL (Detail RQD) November 2019

▼ Budget Unit: 001 AND Transaction Date: Between Nov 1, 2019 12:00 AM and Nov 30, 2019 11:59 PM AND Account Code: 208104 , 208109
↕ Account Title: Ascending order

Account Title: DTOG-MISCELL (DETAIL RQD)

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
Administrative Costs Payroll	11/01/2019	001	208150	101001	\$33.00
Administrative Costs Payroll	11/15/2019	001	208150	101001	\$33.00
Administrative Costs Payroll	11/29/2019	001	208150	101001	\$33.00
ASAP BAIL BONDS	11/08/2019	001	208150	101001	\$121.50
ASAP BAIL BONDS	11/25/2019	001	208150	101001	\$437.50
BILLY CLARK BAIL BONDS	11/14/2019	001	208150	101001	\$120.50
BILLY CLARK BAIL BONDS	11/21/2019	001	208150	101001	\$701.75
MATT MCKEEHAN BAIL BONDS INC.	11/21/2019	001	208150	101001	\$620.00
PAM CHILDERS CLERK OF CIRCUIT COURT	11/21/2019	001	208150	101001	\$456.60
DTOG-MISCELL (DETAIL RQD)					\$2,556.85

Dec 3, 2019

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33.00	+
33.00	+
121.50	+
120.50	+
620.00	+
456.60	+
583.75	+
118.00	+
437.50	+
2,556.85	T

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P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630



LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

TO: The Board of County Commissioners
THRU: Stephan Hall, Budget Manager
FROM: Henrique Dias, CFO
DATE: 6 December 2019
ISSUE: SBA for FY 2019 Reimbursements – See Attached Spreadsheet

RECOMMENDATION:

That the Board adopts the resolution approving this Supplemental Budget Amendment # _____, in the amount of **\$25,055.20** for **November 2019**. Appropriating these funds in the Sheriff's Office General Fund to off-set Operating expenditures related to expenses.

BACKGROUND:

These funds represent payments for funds to include Auto Repair, Off-Duty Employment, Public Records Fees, Firing Range, Investigative Fees, and Misc. Detail RQD.

BUDGETARY IMPACT:

This supplemental Budget Amendment # _____ recognizes the reimbursement for miscellaneous payments and appropriates it in the Sheriff's budget.

LEGAL CONSIDERATION/SIGN-OFF: N/A



PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

The Board policies require increases and decreases in revenues to be approved by them.

IMPLEMENTATION REQUIREMENTS: N/A

COORDINATION WITH OTHER AGENCIES/PERSONS:

Questions regarding this recommendation may be directed to Henrique Dias, Chief Financial Officer at 436-9541.

CONCUR:

Janice P. Gilley
County Administrator



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17303

County Administrator's Report 9. 14.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: SBA #033 - Sheriff's Department Justice Assistance Grant (JAG) Funds

From: STEPHAN HALL, Budget Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #033 - Sheriff's Department, Henrique Dias, Chief Financial Officer - Stephan Hall, Budget Manager, Management and Budget Services.

That the Board adopt the Resolution approving Supplemental Budget Amendment #033, Other Grants and Projects Fund (110), in the amount of \$50,738, to recognize the prior year's grant balance of the Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG 2017-DJ-BX-0830). The Escambia County Sheriff's Department will use these funds to support bike patrol activities in the Fiscal Year 2019/2020 Budget. The Escambia County Sheriff's Department was awarded the Department of Justice Edward Byrne Memorial Justice Grant (2017-DJ-BX-0830) on 07/26/2018 to support bike patrol activities.

BACKGROUND:

Escambia County Sheriff's Department was awarded on 07/26/2018, the Department of Justice Edward Byrne Memorial Justice Grant (2017-DJ-BX-0830) to support bike patrol activities. These funds are to be used for salaries, equipment, or supplies to support bike patrols in areas or communities with increased calls for service from the Sheriff's department. This Resolution appropriates the grant funds of \$50,738 into the Fiscal Year 2019/2020 Budget.

BUDGETARY IMPACT:

This Amendment will increase Fund 110 (Other Grants and Projects Fund) by \$50,738.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S.129.06
-Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#033

SBA#033 Backup

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

Resolution Number
R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, the Sheriff has requested the balance of the FY17 Edward Byrne Memorial Justice Assistance (JAG) Program Grant (2017-DJ-BX-0830) from U.S. Department of Justice to support bike patrol initiatives. These initiatives can include costs of personnel, equipment, and supplies. These funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Other Grants & Projects Fund Name	110 Fund Number		
Fund Name	Account Name	Account Code	Amount
110 / Other Grants & Projects	JAG#2017-DJBX-0830	331291	\$50,738
Total			\$50,738

Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
110 / Other Grants & Projects	540199 / JAG#2017-DJBX-0830	58101 / Aids to Government Agency	\$50,738
Total			\$50,738

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Deputy Clerk

Steven Barry, Chairman

Adopted

OMB Approved

Supplemental Budget Amendment
#033

Chris Childs

To: Regina M. Hall
Subject: RE: 20 JAG Grant Balances (Thru November 2019)

From: Harold Coats (COC) <HCOATS@escambiaclerk.com>

Sent: Monday, December 16, 2019 11:26 AM

To: Henrique Dias <hdias@escambiaso.com>

Cc: Tammy Plant (COC) <TPlant@escambiaclerk.com>; Ashley Dodds (COC) <adodds@escambiaclerk.com>; Donna Brewton (COC) <DBREWTON@escambiaclerk.com>; Stephan D. Hall <sdhall@myescambia.com>; Regina M. Hall <rmhall@myescambia.com>

Subject: 20 JAG Grant Balances (Thru November 2019)

Importance: High

Henrique,

Attached are the **JAG Grant Spreadsheets thru November 2019**. The spreadsheets reflect an overall remaining balance of **\$45,895.69** in **110/104009 (EPC-Law Enforce Blk Grant)** as **November 30, 2019**.

A total of **\$95.70** was earned in **October 2019** for **Interest** and **\$69.62** was earned in **November 2019** for **Interest**.

Please note that the **FY19 Balance** of **JAG Grant DJBX-0830** in the amount of **\$50,738.44** has not been recognized/rolled over into **FY20**. Therefore, a **Budget Amendment** is needed to reflect the **\$50,738.44 FY19 Balance in Cost Center #540199 (JAG#2017-DJBX-0830)** and **Revenue Account #110/331291 (JAG#2017-DJBX-0830)**. The balance includes **2019 Interest (\$2,838.48)** earned and **2019 Unrealized Gain/Loss (\$1,326.44)**.

JAG #201-DJBX-0830 is currently the only active JAG Grant.

Thanks,

Harold W. Coats, Financial Reporting/Grants

PAM CHILDERS, Clerk of the Circuit Court & Comptroller

First Judicial Circuit, Escambia County

221 Palafox Place, Suite 130

Pensacola, FL 32502-5843

(850) 595-4823

hcoats@EscambiaClerk.com

www.EscambiaClerk.com

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17337

County Administrator's Report 9. 15.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: Supplemental Budget Amendment #038 - State of Florida
Mosquito Control Funding

From: STEPHAN HALL, Budget Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #038 - State of Florida Mosquito Control Funding, Chips Kirschenfeld, Natural Resources Department Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #038, M and A State I Fund (106), in the amount of \$3,520, to recognize the difference in funding from the Florida Department of Agriculture and Consumer Services between what is budgeted in the current year (\$30,977) and the actual award (\$34,497) for mosquito control in Escambia County, and to appropriate these funds to be used for operating expenses.

BACKGROUND:

Escambia County Mosquito Control was awarded additional funds from the Florida Department of Agriculture and Consumer Services for mosquito control operations within Escambia County. These funds will be used for employee travel to attend licensing and certification courses, repairs to equipment and vehicles, and supplies such as larvacide and adulticide for mosquito control activities.

BUDGETARY IMPACT:

This Amendment will increase Fund 106 by \$3,520.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S.129.06 -Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 038

**Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution**

Resolution Number
R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County Mosquito Control was awarded funds from the Florida Department of Agriculture and Consumer Services, and these funds must now be recognized and appropriated into the Mosquito Control operating budget.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

M and A State I Fund Fund Name	106 Fund Number		
Fund Number and Name	Account Name	Account Code	Amount
106 / M and A State I Fund	Mosquito Control Funds	334612	3,520
Total			\$3,520

Fund Number and Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
106 / M and A State I Fund	220703 / M&A State 1 Funds	54001 / Travel and Per Diem	300
106 / M and A State I Fund	220703 / M&A State 1 Funds	54601 / Repair and Maintenance	2,610
106 / M and A State I Fund	220703 / M&A State 1 Funds	55201 / Operating Supplies	610
Total			\$3,520

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment
#038



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17281

County Administrator's Report 9. 16.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: Firefighter Cancer Claims

From: Jana Still, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Firefighter Cancer Claims - Jana Still, Human Resources
Department Director

That the Board take the following action concerning Firefighter Cancer Claims:

A. Approve Chard Snyder & Associates, LLC, as the Third Party Administrator for claims processing relating to the Firefighter Cancer Program from July 1, 2019 - December 31, 2020;

B. Authorize the County Administrator to sign the Third Party Administrator Administrative Agreement S105 Health Reimbursement Arrangement Plan and the Escambia County Board of County Commissioners Health Reimbursement Arrangement Adoption Agreement with Chard Snyder & Associates, Inc.; and

C. Authorize the County Administrator to sign the Business Associate Agreement, upon Legal review.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150106, Object Code 59801]

BACKGROUND:

In May 2019, the Florida legislation passed a FB 426, Statute 112.1816, that effects all full-time firefighters with five years of service, in relation to the diagnosis of 21 forms of cancer, effective July 1, 2019. As an employer, we are required to provide a \$75,000 additional life insurance policy; pay a \$25,000 lump sum payment to the firefighter upon an initial diagnosis of cancer; and pay all out of pocket medical costs for the cancer treatment.

We were able to negotiate a one-year Contract with Florida Municipal Insurance Trust to cover the additional life insurance and \$25,000 lump sum payment, for less than \$18,000 for the first year.

USI solicited the market and Chard Snyder & Associated, LLC, offered a Contract for July 1, 2019 to December 31, 2020, to support processing the medical claims. Premiums will be determined by the number of eligible employees (84) and will be approximately \$5,000 to \$6,000. Budget has set aside \$280,000 to pay out of pocket medical costs for the cancer treatment. For the first year, there will be two Purchase Orders; one for premiums (\$5,000) and one for claims (\$20,000).

BUDGETARY IMPACT:

Funds are available in Fund 501, Internal Service Fund, Cost Center 150106, Object Code 59801.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.1816.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Department will coordinate with Legal, the Office of Purchasing, and USI to distribute the Agreement.

Attachments

Third Party Administrator Administrative Service Agreement S105 HRA Plan.
Health Reimbursement Adoption Agreement

THIRD PARTY ADMINISTRATOR ADMINISTRATIVE SERVICE AGREEMENT S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

1. Introduction

➤ **TPA Service Statement**

Chard, Snyder & Associates, LLC provides TPA expertise to Plan Sponsors for the alleviation of administrative requirements related to qualified and non-qualified employee benefit plans under current laws and regulations.

➤ **Administrative Agreement Description**

The following agreement outlines applicable services and fees offered by Chard, Snyder & Associates, LLC for the implementation and administration of a Section 105 Health Reimbursement Arrangement Plan (HRA). Request for services must be authorized by execution of this agreement by Escambia County Board of County Commissioners (“Plan Sponsor” or “Employer”) and Chard, Snyder & Associates, LLC (“TPA”).

2. TPA Service Package Synopsis

➤ **Services Offered**

TPA will provide the services described in Schedule A. These services will be based upon information supplied by the Plan Sponsor and its Participants. The TPA shall perform services in the order work is received.

➤ **Services Unavailable**

TPA will not provide the following services:

- Legal Services such as plan drafting and / or legal counsel;
- Services required of the ERISA Plan Administrator as “defined in the Plan”;
- Services pertaining to COBRA Administration as “defined in the Plan” unless the Plan Sponsor has signed a full or FSA-only COBRA Administrative Agreement for the TPA

3. Plan Sponsor Responsibilities

The Plan Sponsor shall be responsible for the following activities associated with the setup, administration and implementation of a Section 105 Health Reimbursement Arrangement Plan:

- Provide the TPA with any information deemed necessary, including, but not limited to, employee census records, plan year enrollment data, checking account and bank related information relating to the Plan, and changes in employment status and/or contributions of the Plan’s Participants. The TPA relies on the accuracy of the information furnished by the Plan Sponsor or the Plan Sponsor’s advisors. The TPA will not be responsible for errors due to reliance upon information provided by the Plan Sponsor. Corrections of such errors, and information not provided in a compatible electronic format may cause extraordinary labor charges and may be subject to additional billable fees as described in the Fee Statement;
- Provide Payroll Contribution Reporting to TPA each pay period in order for TPA to post participant contribution amounts to participant accounts each pay period and for the Plan Sponsor to verify and report to TPA participant status such as active or termination and contribution amount changes. Eligible Plans that setup Recurring Contribution Reporting, Plan Sponsor will provide a Payroll Contribution Report as of the first payroll at the beginning of the plan year. The TPA will then automatically post recurring contributions to the Plan each pay period throughout the remainder of the plan year on behalf of the Plan Sponsor. Plan Sponsors that setup Recurring Contributions Reporting will be responsible for reporting to TPA participant changes such as status changes and contribution amount changes. TPA will process contributions to the Plan based on the Recurring Contribution Report received for the first payroll each pay period and treat all participants as active unless otherwise notified by the Plan Sponsor;
- Payment of validated claims made pursuant to the Plan;
- Payment of expenses incidental to the Plan, except for expenses specifically assumed by the TPA in this Agreement;

- Delegation of the responsibilities of ERISA Plan Administration;
- Delegation of the responsibilities of COBRA Plan Administration;
- Timely and accurate filing of requisite reports. Most reports subject to penalty for late filing;
- Compliance to Plan regulations under the Internal Revenue Code, as amended and any other governing regulations and/or entities.

4. Reports and Data, Ownership

All reports, data, and Plan related information shall remain the sole property of the Plan Sponsor. The TPA will provide the Plan Sponsor with any requested information using the electronic or printed format as used by the TPA for administration procedures.

5. Terms of this Agreement

➤ Willful Execution and Termination

This Agreement will be in effect beginning the date the Plan Sponsor and the TPA (the Parties of this Agreement) provide written execution and will end upon termination. Either Party may terminate this Agreement as of the first day of any Plan Year by providing a 30 (thirty) day prior written notice. Either Party may terminate this Agreement during the Plan Year if the other party has materially breached this Agreement. In that case, the breaching Party will have 30 (thirty) days to correct the breach. If the breaching Party does not correct the breach within that time, the non-breaching Party will have the right to terminate the Agreement. If TPA is the breaching Party and does not correct the breach in accordance with this Section, then TPA agrees to waive termination fees listed in Schedule 1 that are normally applied to terminating groups.

➤ Automatic Termination

This Agreement shall automatically terminate as of:

- The effective date of any legislation which makes the Plan and/or this Agreement illegal; or
- The date the Plan Sponsor becomes insolvent, bankrupt, or subject to liquidation, receivership, or conservatorship; or
- The termination date of the Plan (not to be misconstrued with the end of a Plan Year), subject to any Agreement between the Parties regarding the adjudication of Plan Benefits after the Plan is terminated.

➤ Modifications and Amendments

This Agreement (and the attached Schedules) represents the entire Agreement between both Parties and may not be modified or amended except in writing by both Parties to be charged.

➤ Rights of Assignment

This Agreement cannot be assigned without the other Party's written consent.

6. Fee Schedule and Terms of Payment

➤ Fees Statement and Guarantees

The Plan Sponsor agrees to pay TPA appropriate fees as indicated in Schedule 1 and deemed necessary by this Agreement. Fees are based upon the scope of services to be performed. The TPA reserves the right to require additional fees for extraordinary expenses which include but are not limited to multi-location groups, groups which necessitate travel expenses, customized and/or TPA nonstandard Plan Sponsor requested materials, IRC changes to the Plan that required plan design changes which may cause extraordinary labor, plan document revisions and mailing expenses, corrections of errors and information not provided in a compatible format by the Plan Sponsor which may cause extraordinary labor, TPA approved and reasonable changes to prototype plan documents requested by the Plan Sponsor, and services in addition to what is provided with this Agreement. Prior notification will be given, if applicable. The fees stated in this agreement are guaranteed for a period of 30 months, commencing on the date of this agreement.

➤ Fee Frequency

The TPA will provide billing for services as follows:

- Plan Document Fees, and Installation and Implementation Fees will be billed at or before the first month of the

Plan Year;

- Base Annual Fee will be billed at or before the first month of the Plan Year;
- Monthly Administrative Fees for services incurred will be calculated and billed at the end of each Plan Month;
- Termination Fees for services will be billed at time of Plan Termination;
- Additional Fees for extraordinary expenses as described in the Fee Statement will be billed in accordance with services incurred.

➤ **Payment Requirements**

The TPA provides the following payment requirements for the administration of a Section 105 Health Reimbursement Arrangement Plan:

- Monthly Administrative Fees shall be based on number of Participants. Participants are defined as all eligible employees who have submitted an election form (or other conveyance of enrollment as deemed by the Plan Sponsor) expressing intent to participate in the Plan's Health Reimbursement Arrangement Account for the Plan Year. The Participant count obtained from results of the enrollment process shall be commensurate of the regular monthly Administrative Fee for the entire Plan Year. Additional consideration will be given for mergers, spin-offs, acquisitions, partial terminations (layoffs) and high enrollment periods throughout the Plan Year.
- Amounts outstanding over 60 (sixty) days will be considered delinquent. Failure to make timely payments can and will result in work being stopped.

7. Statement of Disclosure

The services provided in this engagement are not designed for the disclosure of errors, fraud, and / or illegal acts that may exist, nor can they be relied on for such disclosure. However, the TPA will inform the Plan Sponsor of any material errors, fraud and/or illegal acts that come to attention, unless they are clearly inconsequential. In addition, the TPA has no responsibility to identify and communicate significant deficiencies or material weaknesses in the Plan Sponsor's internal control as part of this engagement.

8. Warranties, Representations and Understandings

TPA shall use reasonable care and due diligence in the exercise of its administrative services as defined by this Agreement. TPA agrees to indemnify and hold the Plan Sponsor harmless from all costs, expenses (including reasonable attorney fees), penalties and all other claims incurred by the Plan Sponsor as result of any breach by TPA under this Agreement. TPA agrees to maintain, at its own costs, errors and omissions, professional liability, and crime and theft insurance policies that covers TPA's acts under this Agreement. The terms of this paragraph will remain in effect indefinitely regardless of why and when this Agreement terminates.

**SCHEDULE A,
TPA ADMINISTRATIVE SERVICES
S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN**

TPA provides assistance to Plan Sponsors who setup and administer the Health Reimbursement Arrangement under Section 105 of the Internal Revenue Code. The TPA will provide the following administrative services checked below on a recurrent basis for the fees quoted in this Agreement:

Section 105 Health Reimbursement Arrangement Plan Design and Document Services

TPA will furnish a prototype Health Reimbursement Arrangement Plan Document, Summary Plan Description and other necessary forms for adoption of the Plan by the Plan Sponsor. These documents are only specimens and may be reviewed by your attorney or tax advisor at your discretion. TPA will not normally revise plan documents except for the creation of amendments or restatements as required by plan design changes. TPA will provide midyear plan amendments and/or restatements as established by the S105 IRC when applicable or requested by the client. Document service will be billed in accordance with Schedule 1.

Section 105 Health Reimbursement Arrangement Plan Installation and Implementation Services

Services to include setup of Plan in administration systems, development and setup of all appropriate communication requirements, and all applicable services related to the preparing of an enrollment ready group. All materials required for the setup and implementation of the Plan will be provided by the TPA according to fees described in Schedule 1.

Section 105 Health Reimbursement Arrangement Plan Enrollment Services

TPA is dedicated to providing education driven enrollment campaigns. Fees for services will be charged in accordance with Schedule 1. Following are the services available for the enhancement of the Plan Sponsor's enrollment campaign:

- Group Meetings
 - On-site or web-enabled meetings
- Benefits Fairs
 - Promotional Giveaways and Brochures, Question and Answer Session
- Enrollment Materials for eligible Employees
 - Standard Enrollment Materials
 - Online Enrollment

Section 105 Health Reimbursement Arrangement Plan Administration Services

The TPA will provide a completed, signature-ready Form 5500 for each Plan Year it is represented; and other government forms when applicable. Actual filing will remain the responsibility of the Plan Sponsor. All administration, accounting, and reimbursement checks from the Health Reimbursement Account will be handled by the TPA. Following are the Plan Administration services provided by the TPA:

- Issue reimbursements (according to frequency indicated on Schedule 1)
- Provide entry of claims submitted by Participants
- Online account access, including claim status, claim preparation and account balances
- Provide payment register for check / direct deposit processing and auto debit services
- On-line Quarterly Employee Statements (Participants must provide email to receive statements)
- Provide On Demand On-Line reporting for Plan Sponsor
- Optional debit card program offered in accordance with Schedule 1 attached
- HRA 5500 preparation, when applicable

**SCHEDULE 1,
TPA ADMINISTRATIVE CHARGES
S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN**

➤ **Administration Fees**

- Setup Fee: \$200.00
- Annual Renewal Fee: \$200.00
- Use of Chard Snyder Bank Account Fee (per month): \$50.00
- Administration Fee (Per Participant Per Month):
 - Weekly Reimbursements (includes global debit card) \$4.50 (Minimum: \$100.00)
- Midyear Termination Fee: Plan administration fee through run-out period
- Plan Year End Termination Fee: Plan administration fee through run-out period

ADDITIONAL ADMINISTRATION SERVICES AND FEE DETAIL

➤ **Plan Design & Document Services**

- Renewal Plan Document Amendments/Restatements: Included
- Midyear or IRC Mandated Plan Document Amendments/Restatements: \$250.00

➤ **Plan Enrollment Services**

- Employee Meetings/Fairs/Webinars (each): Included
- Travel and Lodging Expenses for Employee Meetings/Fairs (more than 50 miles from Mason, OH): At Cost
- Enrollment Materials:
 - Standard printed enrollment materials (each): Included
 - Customized printed enrollment materials (materials, printing, time and labor): At Cost
 - Online enrollment Included

➤ **Plan Administration Services**

- Reimbursement Payments to home address (based on reimbursement frequency): Included
- Online Quarterly Employee Statements by email: Included
- On-Demand Online Reporting to Employer: Included
- Direct Deposit Installation and Setup:
 - Data entry of Employee bank account information: Included
 - ACH electronic transfers and Report Preparation (for Employer's and Employees' designated accounts): Included
 - Direct deposit application forms (for participants): Included
- Debit Card Transaction Reports to Employer (if have debit card option): Included

➤ **Optional Reimbursement Frequency Fees**

- Claims Reimbursement more frequent than Weekly (plus PPM above, monthly minimum applies): \$1.00

➤ **Optional Debit Card Fees (available for select HRA plan designs only)**

- Debit Card Fee (global activation): Included

PLAN EXECUTION
S105 HEALTH REIMBURSEMENT ARRANGEMENT PLAN

Employer: Escambia County Board of County Commissioners

Address: 221 Palafox Place, Suite 200
Pensacola, FL 32502

Agreement Effective: 07/01/2019 - 12/31/2021

Subsequent Plan Years: 01/01 - 12/31
Month/Day – Month/Day

On behalf of the above Plan, the undersigned authorized Plan Representative hereby requests the specific services outlined in this S105 Health Reimbursement Arrangement Plan Agreement.

Signed this _____ day of _____, 20_____.

Signature _____

Name Janice P. Gilley

Title County Administrator

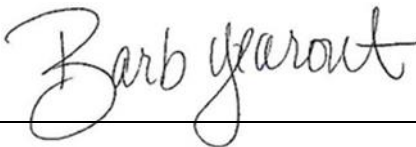
Witness _____ Witness _____

This Agreement is not effective until properly countersigned by an authorized representative of TPA:

TPA: Chard, Snyder & Associates, LLC

Address: 6867 Cintas Blvd
Mason, OH 45040

President _____



Date 07/01/2019

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 01-13-2020

**ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
HEALTH REIMBURSEMENT ARRANGEMENT
ADOPTION AGREEMENT**

The undersigned Employer adopts this Health Reimbursement Arrangement and elects the following provisions:

I EMPLOYER INFORMATION

1.1 Employer Information

Employer's name, address and taxpayer identification number is:

Escambia County Board of County Commissioners
221 Palafox Place, Suite 200
Pensacola, FL 32502
59-6000598

1.2 Type of Entity

Government

II PLAN INFORMATION

2.1 Plan Name

Health Reimbursement Arrangement

2.2 Plan Effective Date or Amendment/Restatement Date

07/01/2019

2.3 Plan Original Effective Date

07/01/2019

2.4 Plan Year

The Plan Year begins on 01/01 and ends on 12/31, except there will be a short Plan Year from 07/01/2019 thru 12/31/2019.

2.5 Plan Administrator Information

Plan Administrator's name, address and telephone number is:

Escambia County Board of County Commissioners
221 Palafox Place, Suite 200
Pensacola, FL 32502
(850) 595-4681

2.6 Claims Submission

Claims for expenses should be submitted to:

Chard, Snyder & Associates, LLC
6867 Cintas Blvd
Mason, OH 45040
(513) 459-9997

2.7 Affiliated Employers

The following affiliated employers have adopted to participate in this Plan:

None

III ELIGIBILITY REQUIREMENTS

3.1 Eligible Employees

All employees who satisfy eligibility requirements

NOTE: S Corporation shareholders, partners, sole proprietors, and members of a Limited Liability Company generally cannot participate in this Plan.

3.2 Conditions of Eligibility

Any Eligible Employee will be eligible to participate in this Plan upon satisfaction of the following:

Five years as a firefighter with a diagnosis that meets state statute.

3.3 Effective Date of Participation

An Eligible Employee who has satisfied the eligibility requirements will become a participant on:

Upon date of diagnosis after 07/01/2019 or upon diagnosis, whichever is later.

IV BENEFITS

4.1 Eligible Expenses

This plan will reimburse you for the following in-network and out-of-network expenses:

Medical Deductibles, Prescription Deductibles, Copayments, Medical Coinsurance, Prescription Coinsurance.

Eligible expenses cannot also be reimbursed by another plan nor paid pre-tax by another health plan coverage or program.

4.2 Maximum Benefit Amount

All Coverages

Participant will be reimbursed 100% per each eligible expense.

4.3 Coverage Period

The Maximum Benefit will reset each Coverage Period. A new Coverage Period begins each:

Calendar Year

4.4 Carry Forward

Unused amounts remaining in a participant's account at the end of the coverage period will not carry forward.

4.5 If the Employer Maintains a Health Flexible Spending Account, which Plan shall Pay Expenses First

HRA

4.6 Debit Cards

Debit Cards shall be provided by the Employer for eligible expenses:

No

4.7 Coverage of Dependents

This Plan will cover the following:

Participant Only

4.8 Claims

A claim may be submitted up to:

180 days after the end of the Calendar Year

An Explanation of Benefit (EOB), Rx Receipt or Itemized Provider Receipt is required for reimbursement. Participant is required to submit a letter of medical necessity completed by the provider showing diagnosis code along with HRA claim form.

4.9 Claims for Loss of Eligibility or Termination

Employees that lose eligibility status to participate in the Plan or terminate employment may submit claims up to:

180 days after the date of termination

4.10 Opt Out

This Plan permits a participant to elect out of the Plan annually

4.11 Health Savings Account

Health Savings Account will be provided by the Employer:

No

4.12 Family and Medical Leave Act

Employer subject to the Family and Medical Leave Act:

Yes

4.13 COBRA

Plan subject to COBRA:

Yes

4.14 HIPAA

Plan subject to HIPAA:

Yes

V EXECUTION

This Adoption Agreement may be used only in conjunction with the Health Reimbursement Arrangement Basic Plan Document. This Adoption Agreement and the Health Reimbursement Arrangement Basic Plan Document shall together be known as the Health Reimbursement Arrangement.

Escambia County Board of County Commissioners

By: _____

Printed Name: Janice P. Gilley

Title: County Administrator

Date: _____

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Huel, SACA

Date: 12-13-2019



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17167

County Administrator's Report 9. 17.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: Group Medical Insurance Administrative Services Agreement

From: Jana Still, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Group Medical Insurance Administrative Services Agreement - Jana Still, Human Resources Department Director

That the Board take the following action concerning Group Medical Insurance:

A. Approve the Amendment to Administrative Services Agreement Exhibit "F", upon Legal review and sign-off, between Blue Cross and Blue Shield of Florida, INC. D/B/A Florida Blue and Escambia County Board of County Commissioners for Escambia County's Group Medical Insurance; and

B. Authorize the County Administrator to sign the Amendment to Administrative Services Agreement Exhibit "F" between Blue Cross and Blue Shield of Florida, INC. D/B/A Florida Blue and Escambia County Board of County Commissioners for Escambia County's Group Medical Insurance, upon Legal Review and sign-off.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 140609, Object Code 54501]

BACKGROUND:

The Amendment to the Administrative Services Agreement Exhibit "F" will become effective January 1, 2020, and deals with pharmacy related financial arrangements. Exhibit "F" memorializes the pharmacy benefit, which Dr. Vu of USI renegotiated on behalf of the County. The renegotiation secured approximately 1.1 million dollars in savings through pricing alone, with no negative impact on employees. Dr. Vu has reviewed the exhibit and the details in the pricing exhibit match the data points he discussed and renegotiated.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement will be reviewed by Legal and deemed legally sufficient prior to distribution.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Human Resources Department will coordinate with the County Attorney's office, USI ,and Florida Blue to distribute the Agreement.

Attachments

Amendment to Administrative Services Agreement

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT, entered into on _____, 2020 is by and between Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue (hereinafter called "Florida Blue") and Escambia County Board of County Commissioners (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between Florida Blue and the Employer (hereinafter "Agreement") effective January 1, 2016 is amended as follows:

- 1. Exhibit F, "Pharmacy Related Financial Arrangements" to the Agreement is hereby amended, effective January 1, 2020. The revised Exhibit F is attached to this Amendment and replaces the Exhibit F previously attached to the Agreement.
- 2. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the parties.

BLUE CROSS AND BLUE SHIELD
OF FLORIDA, INC. D/B/A FLORIDA
BLUE

ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____

By: Janice P. Gilley

Title: Vice President, Sales Operations

Title: County Administrator

Date: _____

Date: _____

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 01-13-2020

EXHIBIT "F"
to the
ADMINISTRATIVE SERVICES AGREEMENT
between
BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE
and
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
PHARMACY RELATED FINANCIAL ARRANGEMENTS

I. Effective Date

The effective date of this Exhibit is January 1, 2020. This Exhibit may be terminated by either party upon 90 days written notice to the other party.

II. Definitions

For purposes of this Exhibit F, the following definitions shall apply:

- A. "Annual Reconciliation Period" is the time during which all guarantees will be measured and reconciled annually.
- B. "Average Wholesale Price" or "AWP" means the average wholesale price of a prescription drug as set forth by Florida Blue's designated Pharmacy Benefit Manager's ("PBM") pricing file at the time a Claim is processed. The price file will be updated no less frequently than weekly, or as required by law, through the PBM's pricing source. The applicable AWP used for retail pharmacy will be based on the package size submitted. The applicable AWP for Mail Service will generally be based on the package size of 100, as applicable. Otherwise AWP will be based on the actual National Drug Code (NDC) dispensed.
- C. "Brand Drugs" means those pharmaceuticals designated by the PBM's pricing source as having a multi-source indicator of M, N or O.
- D. "Claim" or "Claims" means requests for payment submitted by Network Participants (also referred to as pharmacies) or members for pharmacy benefit services covered under the Group Health Plan.
- E. "Claims Adjudication" means the determination of whether a given Claim is entitled to reimbursement pursuant the terms and conditions of a Benefit Plan and the amount payable to or by a Network Participant or member pursuant to such Benefit Plan, the applicable Network Contract and any other applicable factors, including any copayment/deductible or coinsurance payable by a member, as well as concurrent (on-line at point of service) drug utilization review. Claims Adjudication shall accommodate any e-prescribing procedures that may be adopted after the date hereof.
- F. "Coinsurance" means that portion of the amount claimed for Covered Prescription Drug Services, calculated as a percentage of the eligible charge (or its substitute) for such services, which is to be paid by Member pursuant to Member's Benefit Plan.
- G. "Copayment/Deductible" means a fixed dollar portion of the amount claimed for Covered Prescription Drug Services that is to be paid by Member pursuant to Member's Benefit Plan.
- H. "Covered Prescription Drug Services" means the pharmacy services and/or drugs available to members and eligible for reimbursement pursuant to the Benefit Plan.

- I. "Dispensing Fee" means the fee paid by Florida Blue to Network Participants for the professional service of filling a prescription.
- J. "Drug Utilization Review" or "DUR" means the process whereby the therapeutic effects and cost effectiveness of various drug therapies are reviewed, monitored and acted upon consistent with the Benefit Plan. DUR can be prospective, concurrent or retrospective.
- K. "Extended Supply Network" (ESN) means the retail Network Participants who have agreed to provide members more than a one-month's supply (31 + day supply) of Covered Prescription Drug Services provided that the Benefit Plan has a Mail Service benefit and a retail quantity days supply limit of one month (or as mutually agreed).
- L. "Formulary" or "Drug Formulary" means a list of pharmaceutical products which is available to pharmacies, members, physicians or other health care providers for purposes of guiding the prescribing and dispensing of pharmaceutical products.
- M. "Generic Drug" means those pharmaceuticals designated by the PBM or other Pricing Sources as having a multi-source indicator of Y.
- N. "Generic Effective" means the actual blended performance of Maximum Allowable Cost ("MAC") and non-MAC generic discounts.
- O. "Ingredient Cost" means the amount required to be paid to a Network Participant for a prescription drug and which, when combined with the applicable Dispensing Fee, constitutes the full amount payable to such Network Participant for the given prescription drug and the professional service of dispensing such drug.
- P. "Mail Service" means the service through which covered persons may receive prescription drugs through the mail from the PBM's mail order pharmacy.
- Q. "Manufacturer" means a company that manufactures, and/or distributes pharmaceutical drug products.
- R. "Manufacturer Administration Fee" means all fixed fees received by the PBM from any given Manufacturer relating to administration of Rebates under a manufacturer agreement.
- S. "Maximum Allowable Cost" or "MAC" refers to a proprietary price list(s) (out of state, In-State and Mail Service claims) owned and maintained by the PBM, of readily available multi-source pharmaceutical drug products and supplies which are deemed to require pricing management due to the number of manufacturers and competitive nature of the marketplace pricing volatility.
- T. "Network Participant" means each individual pharmacy, chain or pharmacy service administrative organization (PSAO) that has entered into an agreement with the PBM or Florida Blue ("Network Contract") to provide Covered Prescription Drug Products and Services to members, as may be amended from time to time.
- U. "Open Refill Transfer File" is a data file created by the Employer's previous PBM containing its members' mail prescriptions, thus enabling a subsequent PBM to continue to fill those open mail prescriptions.
- V. "Paper Claims" means prescription drug services that are submitted to Florida Blue for adjudication through the use of a paper claim form, generally by a member subsequent to the point of sale.
- W. "Pharmacy Benefit Manager" ("PBM") means Florida Blue's pharmacy program administrator, currently Prime Therapeutics L.L.C.

- X. "Pricing Source" means Medispan, or such other national drug database as designated by Florida Blue's PBM. In the event the Pricing Source changes, notification will be provided to the Employer.
- Y. "Rebate(s)" means compensation or remuneration of any kind received or recovered by the PBM from any Manufacturer which is directly or indirectly attributable to purchase or utilization of Covered Prescription Drug Products and Services by members. However, Rebates do not include Manufacturer Administration Fees which the PBM is entitled to retain pursuant to this Exhibit unless otherwise required by law.
- Z. "Specialty Drugs" means an FDA-approved prescription drug that has been designated by Florida Blue as a Specialty Drug due to requirements such as special handling, storage, training, distribution, and management of the therapy.
- AA. "Specialty Pharmacy Drugs", as used in this Agreement, refers to the list of drugs in Schedule A attached hereto and incorporated by reference.
- AB. "Specialty Pharmacy" means a participating preferred pharmacy designated to dispense Specialty Drugs by BCSBF.
- AC. "Usual and Customary" or "U&C" means the amounts that Network Participants normally charge cash paying patients.
- AD. "Utilization Management" means a broad collection of standard clinical products and services that may be selected by Employer that are designed to encourage proper drug utilization in order to enhance member outcomes while managing drug benefit costs for Employer. Such services include, but are not limited to: Formulary exception, prior authorization, step therapy, quantity limits and retrospective DUR.

III. PHARMACY RELATED ADMINISTRATIVE FEES

A. Fee for PBM Services

For the provision of PBM Services, Employer will pay Florida Blue the following administrative fees:

Administrative Fee	Fee
Per employee, per month	\$ 5.00

B. Other Fees

Service	Fee	Occurrence, Frequency
Clinical prior authorizations	\$0	Per claim, billed quarterly
Administrative prior authorizations	\$0	Per claim, billed quarterly
Member submitted claims	\$0	Per claim, billed quarterly

IV. PHARMACY CLAIM PRICING.

It is agreed that all pharmacy claims for services covered under the Group Health Plan will be priced as follows:

- A. Retail Pharmacy Claims, up to a 30 day supply: All claims will be billed at a pass through rate equal to the amount that Florida Blue is contracted with the pharmacy for such claim in regards to discounts and Dispensing Fees, plus any applicable taxes and minus any copayments. Refer to section V. B for guarantee restrictions.

- B. Mail Service claims: All claims will be billed at a pass through rate equal to the amount that Florida Blue is contracted with its third party provider of Mail Service services for such claim in regards to discounts and Dispensing Fees, plus any applicable taxes and minus any copayments. Refer to section V. B for guarantee restrictions.
- C. Retail ESN pharmacy claims, 31 + day supply: All claims will be billed at a pass through rate equal to the amount that Florida Blue is contracted with the pharmacy for such claim in regards to discounts and Dispensing Fees, plus any applicable taxes and minus any copayments.
- D. Specialty Pharmacy claims, up to a 30 day supply: All claims will be billed at a pass through rate equal to the amount that Florida Blue is contracted with the specialty pharmacy for such claim in regards to discounts and Dispensing Fees, plus any applicable taxes and minus any copayments.

V. PHARMACY REBATES , DISCOUNTS AND DISPENSING FEE GUARANTEES

- A. Rebates.

Rebate Guarantee	Basis
Year 2020 \$184.33 Minimum Year 2021 \$214.55 Minimum Year 2022 \$242.75 Minimum	Per 3-tier open formulary Retail Brand claim
Year 2020 \$504.89 Minimum Year 2021 \$578.93 Minimum Year 2022 \$645.40 Minimum	Per 3-tier open formulary Mail Brand claim
Year 2020 \$955.46 Minimum Year 2021 \$1034.29 Minimum Year 2022 \$1098.48 Minimum	Per 3-tier open formulary Specialty Brand claim

The Rebate guarantee is based on EMPLOYER's use of its current Florida Blue [3-tier] Formulary. Florida Blue reserves the right to modify the Rebate guarantee if EMPLOYER changes the Formulary or utilizes a different Formulary. Changes to the Formulary and benefit design include utilization management programs (such as step therapy, quantity limits, prior authorizations, generics first campaigns, clinical programs, disease management programs, physician communications, or other programs with outcomes reasonably expected to impact utilization rates or patterns of Members) and the removal/addition of pharmaceutical products to/from the Formulary. In addition, industry-wide changes within the marketplace which lead to a deviation from the current economic environment may result in a modification to the Rebate Guarantees.

- B. Discounts: Florida Blue guarantees the following AWP discounts:

Aggregate Discount Guarantee off AWP	Basis
Year 2020 – 18.15% Minimum Year 2021 – 18.20% Minimum Year 2022 – 18.30% Minimum	Per retail brand claim
Year 2020 – 81.70% Minimum Year 2021 – 81.90% Minimum Year 2022 – 82.05% Minimum	Per retail generic effective claim
Year 2020 – 21.35% Minimum Year 2021 – 21.35% Minimum Year 2022 – 21.35% Minimum	Per retail ESN brand claim
Year 2020 – 87.55% Minimum Year 2021 – 87.65% Minimum Year 2022 – 87.80% Minimum	Per retail ESN generic effective claim
Year 2020 – 23.50% Minimum	Per mail brand claim

Year 2021 – 23.50% Minimum Year 2022 – 23.50% Minimum	
Year 2020 – 84.85% Minimum Year 2021 – 85.05% Minimum Year 2022 – 85.20% Minimum	Per mail generic effective claim
Year 2020 – 19.00% Minimum Year 2021 – 19.00% Minimum Year 2022 – 19.00% Minimum	Aggregate specialty pharmacy claim

Specialty:

- Guarantees are based upon an exclusive Specialty arrangement.
- Dispensing fee will be \$0.00 for those drugs dispensed through Prime Specialty Pharmacy.
- Specialty drugs dispensed through the medical benefit will not be included in this guarantee reconciliation.
- Employer demographics and geography will remain actuarially consistent.
- Overall Specialty Discount guarantees will not include any limited distribution drugs.
- Specialty Guarantees may be revised in the event that Specialty utilization changes by +/- 10% as compared to the data and claims experience provided by the client.

C. Dispensing Fees: Florida Blue guarantees the following Average Dispensing Fees:

Average Dispensing Fee Guarantee	Basis
Year 2020 \$0.95 Year 2021 \$0.95 Year 2022 \$0.95	Per Retail Brand claim guarantee
Year 2020 \$0.95 Year 2021 \$0.95 Year 2022 \$0.95	Per Retail Generic claim guarantee

D. Discounts will be calculated by (1- (total ingredient costs/ the sum of the AWP as submitted on the date of service for each transaction)).

Florida Blue will aggregate and report the actual achieved discounts, dispensing fees and rebates with similar amounts pursuant to the Administrative Service Agreement between Florida Blue and Employer (“Aggregated Achieved Amounts”) on a quarterly basis. If Aggregated Achieved Amounts per retail claim, retail ESN claim, mail claim, specialty pharmacy claim, average dispensing fee and rebates are less than the aggregated minimum guaranteed or average guaranteed amounts, Florida Blue will reimburse the shortfall within 180 days after the end of the annual measurement period.

VI. GENERAL PROVISIONS

The following terms and conditions apply to this Exhibit F:

- A. Florida Blue reserves the right to modify or amend the financial provisions of this Exhibit upon prior notice to Employer in the event of (a) any changes in the ASO Agreement or the Group Health Plan that results in a change in any of the services provided by Florida Blue under the terms of this Exhibit; (b) any government imposed change in federal, state or local laws or interpretation thereof or industry wide change that would make Florida Blue’s performance of its duties hereunder materially more burdensome or expensive; (c) a material change in the scope of services to be performed under this Agreement upon which the financial provisions included in this Exhibit are based and (d) changes made to the AWP benchmark or the methodology by which AWP is calculated or reported.

- B. Florida Blue's rates and guarantees are based upon a plan design offering up to a 30 day supply of drugs dispensed at retail and up to ninety (90) day supply Mail Service.
- C. Formulary rebates may not be available or may be adjusted for as a result of a greater than a fifty percent (50%) member cost share on an aggregate annual basis, participation in a high-deductible health plan/consumer driven health plan, and/or any other material changes that impacts rebate performance.
- D. The guaranteed discounts, rebates and dispensing fees apply to the Annual Reconciliation Period only if Employer has received Florida Blue's pharmacy services for the full 12 months of such reconciliation period.
- E. Discount and rebate guarantees may exclude over-the-counter products, compounds, non-drug items, non-participating pharmacy claims, items where no AWP can be determined and generic products under limited supply.
- F. Employer will be billed an all-inclusive fee of \$12,000 for requests for open mail order refill transfer files and paid claim and prior authorization files for non-specialty claims needed to transfer a client to another pharmacy benefit manager.
- G. Aggregate discount guarantees may be adjusted for as a result of material changes in Utilization Management participation, formulary participation and programs.

VII. INSPECTION AND AUDIT

Employer has the right, subject to applicable law, to inspect, upon reasonable advance notice and during reasonable times, the PBM's records relating to this Agreement. Notwithstanding the foregoing, there shall be no more than one (1) audit during any twelve (12) month period and audits shall be limited to claims adjudicated during the current year and the preceding year unless a longer time period is mutually agreed upon by the parties. Employer agrees to provide a minimum of thirty (30) days' advance written notice of its intent to audit and the scope of the audit. A member of Florida Blue's External Audit Team and the PBM's account management team will coordinate the audit and all audits will take place during normal business hours. Employer and/or its auditor must follow the PBM's visitor security policy if on-site.

Any third party auditor must be reasonably acceptable to both Florida Blue and the PBM and must enter into a Confidentiality and Non-Disclosure Agreement (C&I) approved by both legal departments before any information is exchanged. The C&I will specify the information provided by the PBM to the auditor is to be used solely for the purpose of conducting the immediate audit and the information may not be used for any other purpose. The parties agree to collaborate in good faith to develop a reasonable procedure for conducting the audit (i.e., 100 claims to be reviewed).

Only the information necessary for Employer to conduct a fair and valid audit will be disclosed. Any unnecessary information will be redacted. If access to Network Contracts or Manufacturer (Rebate) Agreements is requested, the PBM will provide access as long as the PBM is legally or contractually able to do so and only the relevant page(s) or exhibits (that is, not the entire contract) will be provided for review.

Unless otherwise contractually specified, Employer will bear all costs and expenses related to the audit. Additionally, Employer will reimburse the PBM for all reasonable expenses incurred by the PBM in compliance with an audit. The auditor cannot keep or make copies of any documents provided by the PBM without the PBM's express written consent. The PBM will provide screen-shots of the claims adjudication system. The auditor will not have access to the live claims adjudication system without prior approval by the PBM. Except as may otherwise be required by applicable law, reporting of the audit results will be restricted to the Employer and its auditor's internal use only.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17270

County Administrator's Report 9. 18.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: Contract Award for Inmate Commissary and Banking Services

From: PAUL NOBLES, Purchasing Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Inmate Commissary and Banking Services - Chief William R. Powell, Department Director, Corrections and Paul R. Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign a Revenue Agreement between Escambia County, Florida, and Keefe Commissary Network, LLC, for the Escambia County Jail, Work Release, and Work Annex, per the terms and conditions of PD 18-19.102, Inmate Commissary and Banking Services, for total on gross revenue of 51% as negotiated, with an effective date of April 1, 2020.

[Funding: Fund 111, Detention/Jail Commissary Fund; Revenue Account 342301; and Fund 175, Transportation Trust Fund; Revenue Account 342302]

Solicitation PD 18-19.102, Inmate Commissary and Banking Services was published via Vendor Registry on August 28, 2019, and was issued to 30 registrants representing 21 firms. The solicitation was viewed by 38 firms and downloaded by 26 firms. On October 15, 2019, four firms submitted bid responses.

NON-ADA-COMPLIANT DOCUMENTS ISSUED UNDER SEPARATE COVER:

- Bid from Keefe Commissary Network, LLC

BACKGROUND:

Solicitation PD 18-19.102, Inmate Commissary and Banking Services was published via Vendor Registry on August 28, 2019, and was issued to 30 registrants representing 21 firms. The solicitation was viewed by 38 firms and downloaded by 26 firms. On October 15, 2019, four firms submitted bid responses.

The Selection Committee Ranked the short-listed firms in the following order:

1. Keefe Commissary Network, LLC
2. Aramark Correctional Services, LLC
3. Oasis Management Systems, Inc.

On December 4, 2019, the Selection Committee negotiated a best and final offer from Keefe Commissary Network, LLC., providing total on gross revenue of 51% to the County.

BUDGETARY IMPACT:

Fund 111, Detention/Jail Commissary Fund; Revenue Account 342301; and Fund 175, Transportation Trust Fund; Revenue Account 342302

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement. The Corrections Department will be the Contract Administrator for this Agreement.

Attachments

Solicitation with Addenda

Final Ranking Score Sheets (Includes Short-List Scores)

Bid Distribution List

Bid Analytics

Agreement with Exhibits

ESCAMBIA COUNTY, FLORIDA

REQUEST FOR PROPOSALS

**INMATE COMMISSARY AND BANKING SERVICES FOR THE ESCAMBIA COUNTY CORRECTIONS
DEPARTMENT**

SOLICITATION NUMBER PD 18-19.102

Responses will be received until **2:00 PM, CDT, September 23, 2019**

A non-mandatory pre-solicitation conference will be held at
1:00 PM, CDT, on September 10, 2019

ESCAMBIA COUNTY OFFICE OF PURCHASING

213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

Board of County Commissioners

Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert Bender
Jeff Bergosh
Douglas B. Underhill

From:

Paul R. Nobles
Purchasing Manager

All request for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal Responses will be provided.

Assistance:

Jeffrey Lovingood
Purchasing Coordinator
Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502
Phone: 850-595-4953
Email: JDLovingood@myescambia.com

NOTICE

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

SPECIAL ACCOMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at 850-595-4684 (TTY).

Escambia County, Florida
Request for Proposals
Proposer's Checklist
**Inmate Commissary and Banking Services for the Escambia County Corrections
Department
Solicitation Number PD 18-19.102**

HOW TO SUBMIT YOUR PROPOSAL

- Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and time specified for receipt. Late proposals will be returned unopened.
- Documents submitted with Proposals are to be on the forms provided in the Request for Proposal.
- The County requests that the Vendor, if able to, provide electronic copies in an ADA-compliant format. Non-scanned copies are also preferred.

THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:

- Proposal response – One (1) original and one (1) electronic copy (CD or flash drive).
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the “Insurance Requirements” portion of the attached Special Terms and Conditions.
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida. (Information can be obtained at <http://www.sunbiz.org/search.html>)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

Placed your proposal with all required submittal items in a sealed envelope, clearly marked with the solicitation number, project name, name of firm submitting the proposal, and the response due date and time for which the proposal shall be received?

THE FOLLOWING SUBMITTAL SHALL BE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Signed Agreements

HOW TO SUBMIT A “NO PROPOSAL”:

If your firm does not wish to submit a proposal at this time, please remove the Proposer Solicitation, Offer, and Proposal form from the solicitation package and enter “No Proposal” in the “Reason for no Proposal” block, the firm’s name, firm’s address, and signature of a person authorized to sign on behalf of the firm.

**Inmate Commissary and Banking Services for the Escambia County Corrections
Department
PD 18-19.102**

REQUEST FOR PROPOSALS

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

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

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

And, if applicable, its Federal Employer Identification Number (FEIN) is: _____

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

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

transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

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

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

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

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

Signature

Sworn and subscribed before me this _____ day of _____
20_____. Personally known _____ OR produced identification _____
Notary Public: State of _____

My Commission Expires: _____

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

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Business)

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

Check One:

- _____ As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.
- _____ As the person authorized to sign this statement, this firm **does not** fully comply with the above requirements.

Offeror's Signature

Date

Information sheet for Transactions and Conveyances Corporate Identification

(Page 1 of 2)

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

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:

In what state was it created: _____

Name as spelled in that state: _____

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

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As Used in Florida): _____

(Spelled Exactly as it is Registered with the State or Federal Government)

Corporate Address:

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

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

Please complete this form on the following page.

Information sheet for Transactions and Conveyances Corporate Identification

(Page 2 of 2)

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ **Contact Phone:** _____

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

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

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

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

END

Verified By: _____ **Date:** _____

ESCAMBIA COUNTY, FLORIDA, GENERAL TERMS AND CONDITIONS

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

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid information below), by telephoning the Office of Purchasing at 850-595-4980, by Fax at 850-595-4806, or by email at purchasing@myescambia.com.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

Bid Information: See Escambia County Office of Purchasing web site at [MyEscambia Web Site](#) then click "Solicitations."

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

Instructions to Offerors

1. General Information

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

Specification Number PD 18-19.102, Inmate Commissary and Banking Services for the Escambia County Corrections Department, Name of Submitting Firm, September 23, 2019 at 2:00 PM CDT.

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the specification Number and Project Name.

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

The following policy will apply to all methods of source selection:

A. Conduct of Participants

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

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are received at the Escambia County Office of Purchasing, and the time the Board awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees, or any member of the relevant Selection Committee, for or against a specific cause related to a pending solicitation for goods or

services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

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

- 1) Rejection/disqualification of submittal;
- 2) Termination of contract; or
- 3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

2. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JD Lovingood@myescambia.com. The last day for questions will be September 16, 2019 at 5:00 PM CDT.

3. Proposal Forms (Select One)

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

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

4. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502, Conference room 11.407, at 1:00 PM CDT on September 09, 2019.

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

5. Payment

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

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

6. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

7. Contract Term/Renewal/Termination

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for up to two (2) additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an “as needed” basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

8. Price Adjustment

The contract resulting from this Solicitation may include provisions for Twelve (12) month, price adjustments. Written request for price adjustment may be made every Twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County’s designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

9. Changes – Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas.

- A. Description of services to be performed
- B. Time of performance (i.e., hours of the day, days of the week, etc.)
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County

assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

10. Termination

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. Licenses, Certifications, Registrations

The offeror shall at any time of proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certification, registrations and any other requirements should be provided with the proposal submission; and, the offeror shall provide follow up evidence that as the contractor they maintain such credentials throughout the period of agreement.

12. Award

Award shall be made on an "all-or-none total" basis.

Escambia County reserves the right to increase or decrease estimated quantities as required. It is understood by all bidders that the County can only provide estimated quantities and is not obligated to purchase any minimum or maximum amount during the life of this contract.

13. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

14. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period, or the sixth such notification within any contract term, shall result in issuance of written notice of

immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

15. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work).

Non-Contract Insurance Requirements

16. Standard Insurance Requirements and Certificates

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

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

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

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred", however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

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

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

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

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

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

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

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

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

B. Workers Compensation Coverage

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

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

C. General, Automobile and Excess or Umbrella Liability Coverage

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

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

D. General Liability Coverage – Occurrence Form Required

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

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

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

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

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

F. Excess or Umbrella Liability Coverage (if utilized to achieve required policy limits)

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

G. Evidence/Certificates of Insurance

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

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

Certificates should contain the following additional information:

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

Escambia County
Attention: Jeffrey Lovingood, Purchasing Coordinator
Office of Purchasing, Room 11.101
213 Palafox Place 2nd Floor
Pensacola, FL 32591
Email: Purchasing@myescambia.com

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

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

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

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

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Fidelity/Dishonesty/Liability Coverage – for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

17. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part I General Information

- 1-1 Purpose
- 1-2 Objective
- 1-3 Issuing Officer
- 1-4 Contract Consideration
- 1-5 Rejection
- 1-6 Inquiries
- 1-7 Addenda
- 1-8 Schedule
- 1-9 Proposal Content and Signature
- 1-10 Negotiations
- 1-11 Recommended Proposal Preparation Guidelines
- 1-12 Prime Contract Responsibilities
- 1-13 Disclosures
- 1-14 Delays
- 1-15 Work Plan Control
- 1-16 Method of Payment

Part II Information Required from Contractors

- 2-1 Proposal Format and Content
- 2-2 Introduction
- 2-3 Understanding the Project
- 2-4 Methodology Used for the Project
- 2-5 Management Plan for the Project
- 2-6 Experience and Qualifications
- 2-7 Cost Proposal

Part III Criteria for Selection

Part IV Scope of Work

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking competitive proposals from qualified and experienced bidders for the provision and operation of Inmate Commissary and Banking Services for the Escambia County Corrections Department.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to provide inmate banking and commissary services that are most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Janice P. Gilley, County Administrator. The liaison officer shall be Whitney Lucas, Corrections Financial Manager, Escambia County Corrections Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, Florida, 32502.

1-4 CONTRACT CONSIDERATION

After negotiation, it is expected that the contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for up to two (2) additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

All questions regarding this Request for Proposal shall be directed to Jeffrey Lovingood, Purchasing Coordinator, in writing via email at JDLovingood@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

- A. Mailing (Advertisement) Date.....August 23, 2019
- B. Non-Mandatory Pre-Proposal Conference.....September 10, 2019 at 3:30 PM CDT
- C. Receipt of Proposals.....September 23, 2019 at 2:00 PM CDT
- D. Short-List Meeting.....October 01, 2019
- E. Discussion/Ranking Meeting.....October 09, 2019 at 1:00 PM CDT
- F. First Negotiation with Top-Ranked Firm.....October 31, 2019 at 9:00 AM CDT
- G. 2nd Negotiation Meeting (If Necessary).....November 04, 2019 at 9:00 AM CDT
- H. Target Board Date.....December 05, 2019

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) copy physical copy of the proposal shall be required with original signature (no photocopies or digital signatures), having been signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration.

One (1) electronic copy of the complete submittal shall be included (CD or flash drive is acceptable). The County requests that bidders, whenever possible, provide electronic copies that are ADA compliant.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straightforward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in spiral binding or "GBC" type binder with all pages 8.5" x 11" format.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Manager reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II

INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,
- [d] itemize the total cost and the number of estimated hours for each individual named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question-and-answer sessions, presentations or technical clarifications, and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

Provide reference names and phone numbers for similar projects your firm has completed

2-7 COST PROPOSAL

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

**COUNTY OF ESCAMBIA
SCOPE OF WORK
PD 18-19.102**

**INMATE COMMISSARY AND BANKING SERVICES
FOR THE ESCAMBIA COUNTY CORRECTIONS DEPARTMENT**

A. INTENT

The intent of this Request for Proposal (RFP) is to seek competitive proposals from qualified experienced bidders for the provision and operation of Inmate Commissary and Banking Services for the Escambia County Corrections Department.

B. BACKGROUND

The Escambia County Corrections Department is responsible for the care, custody and control of the population housed within three residential facilities located throughout the County. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the locations, average daily populations, and housing designations will be as listed in the table below.

Facility Name	Facility Address	Average Daily Population (FY 2018)	Housing Designation
Main Jail	2935 North L Street, Pensacola, Florida 32501	920	High Medium to High Maximum
Work Release	1211 West Fairfield Drive, Pensacola, Florida 32501	290	Minimum to Low Medium
Road Prison	601 County Road 297A, Cantonment, Florida 32533	236	Minimum

Upon completion of the new facility (expected completion is April 2020), there are some anticipated adjustments to the ADP of the facilities listed above. Below are the projected headcounts once the new facility is completed.

Facility Name	Facility Address	Projected Average Daily Population (April 2020)	Housing Designation
Main Jail+ New Facility	2935 North L Street, Pensacola, Florida 32501	1,320	Minimum to High Maximum
Work Release	1211 West Fairfield Drive, Pensacola, Florida 32501	100	Minimum
Road Prison	601 County Road 297A, Cantonment, Florida 32533	236	Minimum

C. PRE-SOLICITATION CONFERENCE

In order to ensure an understanding of the RFP requirements and current facility system operation, a pre-solicitation conference will be held as follows:

Office of Purchasing – 213 Palafox Place, 2nd Floor, Pensacola, FL 32502
September 10, 2019 at 1:00 PM CDT

D. VENDOR QUALIFICATIONS

1. Qualifications of Firm

Escambia County requires that each Company or firm responding to this Request for Proposals identify its qualifications as they relate to the services required. The information provided shall specifically include:

- A. Provide five (5) references that are of comparable size (1,500 inmates or greater) and complexity of Escambia County Corrections, for which the firm has performed similar work including the contact name, address, telephone number, e-mail address and date of the contract.
 - i. The contact persons listed as references shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons must have been informed that they are being used as a reference and that the County may be calling them. More than one person can be listed but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.
 - ii. Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal.
- B. Provide a description and history of Proposer's experience in the field of correctional inmate commissary and banking services. List all contracts over the past ten (10) years, services provided, year(s) in which the services were provided, number of inmates served, and the name, phone number and e-mail address of the agency's Contract Monitor for each contract.
- C. Identify all terminated "with cause" correctional inmate commissary and banking services contracts awarded but never entered, the reasons for the termination or failure to contract, and the name, phone number and e-mail address of a contract person for the former contracting agency.

2. Qualifications of Staff

- A. Provide resumes of key management personnel detailing their qualifications and experience in the delivery of inmate commissary and banking services including, but not limited to, their correctional experience in the following areas:
 - 1) security
 - 2) inmate problem resolution relating to inmate commissary and banking issues
 - 3) employee training
 - 4) institutional inmate commissary and banking services

Response to this requirement shall not exceed one (1) page per individual, single spaced, with attachments as necessary, to demonstrate either awards or certifications pertinent to the individuals' qualifications.

- B. Provide a list of job descriptions, minimum qualifications of all employee positions to be employed at the Facilities.

A. SPECIFICATIONS

1. General Duties, Obligations and Standards

Beginning on the Service Commencement Date, the Contractor shall operate and provide all Commissary Services in accordance with the Contract and the Operating Standards. If the computer system is a web-based, Contractor-hosted application, it shall comply with all County Standards for hosted systems. Further, if the banking system, or components therein, are installed at Escambia County and solely supported by the Contractor, the provision and costs related to infrastructure, hardware, software and maintenance to operate the system shall be borne solely by the Contractor. All systems installed on the Escambia County network shall adhere to all County Computing Standards (see attached Exhibit 3) for network, security, hardware, etc. If the County is provided with the licensure to own and operate system, it shall comply with all County standards in order to be installed, maintained and managed by the County.

The Contractor shall have, after date of award, a maximum forty-five (45) day transition period prior to Service Commencement Date. During this transition period the Contractor shall, at a minimum, submit their proposed inventory list and applicable paperwork for Escambia County for approval, obtain (and install) the needed computer equipment (based on the specifications outlined in Exhibit 3 (Escambia County Computing Standards), process and submit all security requirements, mutually agree on pickup/delivery schedule/routes, create and test the interface with the Jail Management System (JMS) and inmate telephone systems, create and test the real-time account statement/balance inquiry, run and test the monthly invoice and general ledger reports, test and train staff on banking system, and distribute/pickup inmates order forms.

The Contractor shall attend meetings with County employees and meet at least once every three (3) months with the Contract Monitor to review the Contractor's performance in the preceding quarter and to discuss other issues regarding the service being received and/or needed.

2. Definitions

The following terms used in this RFP, together with amendments and attachments, shall, unless the context indicates otherwise, have the meanings set forth below:

“Contract Monitor” means the employee or employees of the Escambia County Corrections Department designated to monitor operation of the Contractor for compliance with contract provisions and to coordinate actions and communications between the Department and the Contractor.

“Contractor” means the Proposer awarded the Contract to manage the Commissary.

“Commissary Services” means those functions set forth in the RFP/Contract and the Proposer's proposal.

“Commissionable Items” means items sold to inmates at a profit. These items warrant the paying of commission to the County at the rate agreed upon in the

contract. Note: Sales tax is not included as commissionable in these items.

“County” means Escambia County, Florida.

“Court Orders” means any existing or future orders or judgments issued by a court of competent jurisdiction or any existing or future settlements, stipulations, agreements to plans entered into in connection with litigation which are applicable to the operation and management of inmate Commissary Services

“Department” or **“ECCD”** means the Escambia County Corrections Department.

“Direct Supervision” means the overall philosophy of operation in which the detention officer is stationed in the pod with the inmates for the duration of his/her shift and the basic principles of direct supervision as identified by the National Institute of Corrections, which are mandatory for the performance of the Contract.

“Fair Market Value” of inmate commissary items, for the purposes of this RFP, is defined as the average price of an item (per ounce or quantity) determined by the gathering of three prices for the like item found at local community retailers. See Section 4, Technical Approach to Commissary and Banking, paragraph B, for County’s expectation.

“FMJS” means the Florida Model Jail Standards, referenced in Chapter 951.23 of the Florida Statutes.

“Indigent Inmate” means an inmate who has less than \$1 in his/her inmate account for seven (7) or more consecutive days.

“Inmate” means adult male and female offenders held in the Corrections facility awaiting trial, serving a jail sentence, awaiting transportation to another jurisdiction or being held for any lawful purpose.

“New Commit Kit” means kits sold directly to ECCD for (ECCD) distribution to newly processed inmates.

“Non - (Profit) Commissionable Items” means items sold to inmates at a cost that does not include a profit (i.e. postage items, stamps, stamped envelopes, indigent items, etc.) These items are billed on the County’s monthly invoice as a separate amount.

“Non-Taxable Items” means items sold to inmates that are non-taxable as stated by statute (i.e. baked goods, medications, stamps, etc.) These items are billed on the County’s invoice at the amount charged to the inmate as a separate item and where appropriate, may be commissionable items.

“Operating Standards” means all applicable federal, state and local laws, rules, codes, regulations, Court Orders and FCAC, FMJS and NCCHC Standards, as any of the same may be supplemented or amended and those rules, regulations, policies, procedures and ordinances reasonably made applicable to a Contractor by the County. If any of the Operating Standards are in conflict with each other or with this RFP, the more stringent shall apply, as reasonably determined by the County.

“Service Commencement Date” means the first day of delivery of Commissary Orders.

3. Inmate Services

A. The Contractor shall be responsible for:

- 1) Commissary order forms: Providing an adequate amount of commissary order forms for the inmate population. The commissary order forms shall contain the necessary information for ECCD to identify the inmate and his/her location in the Corrections facility, as well as the items ordered, including, at a minimum:
 - a) Last name, first name, middle initial
 - b) Jail Number
 - c) Housing location
 - d) Item name and cost
 - e) Separation of male and female (allowable) items
 - f) List of indigent items and recoverable costs
 - g) Signature line for inmate
 - h) Date of Order
 - i) Statement of tax rate

Commissary ordering via kiosk is a preferred alternative, although forms must still be made available in the event of a kiosk malfunction or service interruption.

- 2) Receiving (including retrieving of) commissary order forms from all housing locations in the event they are utilized.
- 3) Processing commissary orders into the Inmate Banking Services System
- 4) Packing individual inmates' commissary orders
- 5) Delivering individual inmates' commissary orders to the inmate. Exhibit (2) outlines the housing facilities, current full-service delivery schedules. Final delivery schedules shall be mutually agreed upon
- 6) Accounting of all transactions
- 7) All inventory procurement
- 8) Storage and maintenance of all inventory

B. Contractor shall provide a twenty-four (24) hour response time to calls for services involving store discrepancies, which in the sole opinion of the ECCD, may result in inmate management issues for the ECCD. The Contractor shall handle all other inmate grievances and complaints over Commissary Services in an expeditious manner, in accordance with the Operating Standards.

C. For those inmates housed at the Main Jail or Work Release Facility, the Contractor shall package each inmate order individually and provide delivery to the inmate at his/her cell location and obtain a signed receipt from the inmate for the merchandise delivered. Regarding those inmates housed at the Road Prison, order must be received by staff to be distributed during non-working hours.

D. The Contractor shall provide a complete Commissary Inmate Banking Services System that includes, but is not necessarily limited to, the following:

- 1) A detailed invoice of each inmate's individual order
- 2) A system to identify and collect sales taxes from inmate orders
- 3) A billing system for inmates' individual accounts that also provides for credits to inmates' accounts for items ordered and billed, but which were determined not to have been received by the inmate
- 4) A clear audit trail of all individual inmate banking transactions to include deposits, withdrawals, store ordering, etc.
- 5) An inmate receipt that includes a received by acknowledgement line (for the inmate's signature) and details the items received and charges to his/her account.
- 6) An active, real-time interface from the existing ECCD JMS to establish the Inmate Bank accounts (within the Inmate Banking System) by extracting (from JMS) and updating the banking system information in real-time (at time of creation of the Booking Record within the JMS). The current inmate management system utilized by the ECCD is *SmartJail version 9.12.2.11*. The interface shall need to extract the following information and the Inmate Banking System shall need to receive the listed items in separate files within the Inmate Banking System:
 - a) Inmate name
 - b) Inmate number
 - c) Inmate birth date
 - d) Inmate gender
 - e) Inmate housing location
 - f) Fee indicator (equal to "Y" or "N")
 - g) Inmate address
 - h) Last 4 of inmate social security number

Immediately after completion of the noted interface and creation of the inmate banking account, the system shall create an automatic debt event/transaction for charging of the one-time (per booking number) Jail Processing/Booking fee. This fee (currently \$20) is set by the Board of County Commissioners and is subject to change at their discretion. The fee is only applied to inmates whose fee indicator is equal to a "Y".

- 7) A means for staff and/or inmates to obtain real-time inmate account statement information (balances, deposits, charges, store order charge/credit amounts, etc.) through the use of internal kiosks, telephone systems, web-based connection (i.e., Microsoft ASP.net) or other technology. This functionality shall provide (at a minimum) the inmate's name, inmate number, account balance (including debt balance,) housing location, date of birth and the last 30 transactions processed against the inmate's account with descriptive transaction/event information. Store order transactions

shall include a link to identify the items within the order.

- 8) The Contractor will be responsible for providing their own work stations (computers) for utilization by their staff.
- 9) Manual inmate deposit transactions/events to include the following (at a minimum), receiving area (i.e. initial booking, mail, drop box, etc.) type of deposit item received (i.e. cash, money order, government/certified check, etc.).
- 10) Acceptance of cash funds for initial cash deposits through the use of a booking kiosk. The system shall include the ability to obtain end of shift/period reports for all transactions processed through the booking kiosk. A transaction receipt number shall be included on the report and the receipt numbers shall be in sequential order without crossing over with other deposits at other kiosks or being made manually at other posts (see Paragraph I below for specifics).
- 11) Automated/Electronic Funds Transfers (EFT) events/capabilities to include at a minimum the following:

The following EFT fees are the only contractually allowed fees that may be charged directly to inmates for any and all additional services outside of the purchase of commissary products. Any additional EFT fees or miscellaneous charges to inmates will not be allowed throughout the life of the contract. **In addition, the EFT fees listed below will be limited to a maximum charge per transaction as listed on Fee Proposal Form herein.**

- i) Acceptance of public credit card deposits through the use of a public kiosk, telephone and Internet access. The Contractor shall be Payment Card Industry (PCI) compliant and able to prove PCI compliance by providing an Attestation of Compliance document to the County on a quarterly basis. This document shall be produced by an independent security firm that audits the Contractor's systems.
- ii) These credit card transactions shall interface with the Contractor's banking system and update the inmate's banking account balances in real-time. The EFT transactions should also update (debit) the County's bank account in real time (or not later than the end of the next day) to account for the funds that the inmate is able to expend and/or to ensure that the County's bank account balance is reflective and includes funds that have been debited to an inmate's banking account and are subject to being released with the inmate's release or transfer to another agency. The Contractor shall assume full liability for all losses (stolen/bad credit cards, etc.) and hold the County harmless from any "put/charge back" transactions.
- iii) The Contractor's EFT process shall track all deposits and real-time posting of transactions made to inmate accounts during the shift and include the ability to obtain end of shift/period reports for all transactions sent to the County's

bank. A transaction receipt number shall be included on the report and the receipt numbers shall be in sequential order without crossing over with other deposits being made manually at other posts (see Paragraph I below for specifics).

- iv) The EFT transactions shall be at no cost to ECCD or the County (to include the booking kiosk transactions) and the Contractor shall identify proposed fees to be charged to external customers for each transaction.
- 12) The system shall issue sequential receipt numbers for each deposit item processed. The receipt numbers shall be assigned based on specific posts/means for deposit (i.e. In post, Drop/Mail Deposit post, booking kiosk, public kiosk, telephone, internet, etc.) and receipt numbers shall be issued in sequence for each post/means for deposit in specific order relative to the transactions processed at that particular post or by those means. In no cases are the receipt numbers to be issued across posts or means for deposit (i.e. the In post should issue receipts as I0000001, I0000002, etc., the Drop/Mail post should issue receipts as D0000001, D0000002, etc., booking kiosk deposits as BK0000001, BK0000002, etc. and so on). The system shall also contain separate input fields for money order, check number, etc. as well as a memo field for notes (depositor's name, etc.).
- 13) When any type of deposit is processed against an inmate's banking account, and an inmate's account is carrying an accounts receivable/debt amount, the system shall have the ability to collect a portion/percentage of the deposit as set by ECCD (currently this feature is available but not being utilized) and to process the collected funds into the general ledger account established for the specific debt (i.e. Dental Assistant charges, Doctor Sick Call charges, etc.).
- 14) Inmate withdrawal transactions/events to include the following (at a minimum):
- i) 3rd Party Check Release
 - ii) Bond Check Disbursement
 - iii) Facility Transfer Check Disbursement
 - iv) Main Bond release
 - v) Pre-paid Card release
- 15) The system shall have the ability to issue and write checks. The check number shall be contained in a separate field as well as a memo filed for notes (county name, etc.) The check writing process shall include the ability to download daily (seven days per week) check information and the ability to create (and submit) a "positive-pay" file to the County's bank's automated banking system (currently Bank of America's online banking system). This requirement allows the bank to screen out unauthorized/ invalid checks prior to acceptance/cashing.

- 16) The system shall have the ability to issue (at the time of release) pre-paid debit/release cards loadable with varying amounts based on inmate account balances and ECCD policy.
- i) The card shall be able to be used to make cash withdrawals at varying automated transaction machines and this service shall be provided at no cost to the County. The Contractor shall identify proposed fees to be charged to external customers for each transaction.
 - ii) The system shall have the ability to issue pre-paid transaction cards. The pre-paid card number shall be contained in a separate field and a memo field for notes (county name, etc.) shall be included. The pre-paid card process shall include the ability to download daily (seven days per week) card information. The Contractor shall assume full liability for all cash losses (stolen/bad pre-paid cards, etc.) and hold the County harmless from any "put/charge back" transactions.
- 17) Inmate charge transactions/events to include, at a minimum, the following:

Automated Daily Subsistence Fee – The system shall automatically charge a *daily subsistence fee. This fee (currently \$3.00 per day) is set by the Board of County Commissioners and is subject to change at their discretion and is currently charged at 12 a.m. each day. The fee shall be charged to inmates whose fee indicator is equal to a "Y".

Manual Charge Transactions (at a minimum):

- i) Dental Sick Call charges
- ii) Doctor Sick Call charges
- iii) Nurse Sick Call charges
- iv) Medication charges
- ix) Property Damage charges
- xii) Daily subsistence fee (for use with manual needs as determined by ECCD)
- xiii) Jail (booking) processing fee (for use with manual needs as determined by ECCD)

At any such time that one of the above noted charge events is processed against an inmate account that does not have the available fund balance to pay for the charge, the system shall have the ability to collect what is available based on a minimum remaining account balance as set by ECCD and to create an accounts receivable balance/debt for the uncollected amount within the inmate's account to be collected (by the system) at such time that the account receives any deposit after the debt/accounts receivable amount is created. The collection transaction is to be established to collect debt amounts based on a percentage of the deposit as set by ECCD (currently this feature is not being utilized by Escambia County) and to process the collected funds into the general ledger account established for the specific debt (i.e. Dental Assistant charges, Doctor Sick Call charges, etc.). ECCD also

requires the ability to disable all debt collection (related to automated fees and manual charges) so that balances owed are only collected upon an inmate's release from custody.

- 18) The system shall include the capability to remove/purge all debt amounts owed when the posted debt remains uncollected three (3) years past the initial date of input.
- 19) Non-drawer balance inmate account affecting transactions/events to include at a minimum the following):
 - i) Returned Deposit transaction (reduces inmate's account balance for NSF's, etc.)
 - ii) Bad Deposit transaction (reduces inmate's account for transaction posted in error, works/washes with Deposit Correction transaction, noted below)
 - iii) Deposit Correction transaction (used to place funds into correct inmate's account when input error is identified after deposit has been sent to bank, works/washes with Bad Deposit transaction, noted above)
 - iv) Abandoned Funds removal - used to reduce inmate's account (without affecting cash/drawer balance) for submission to state
- 20) The Contractor agrees to provide the system, server, software and hardware (including peripherals, printers, check printers, etc.) involved with all aspects of the Inmate Banking System in strict compliance with the County's Computing Standards as outlined in Exhibit 3 herein.
- 21) The system shall allow for voiding of any and all transactions/events noted above. This feature shall be able to be restricted to certain users as determined by ECCD.
- 22) The system shall include a reports module that allows for real-time downloading (at a minimum) of the following Inmate Banking reports:
 - i) End-of-shift deposit, withdrawal, and checking reports
 - ii) Deposit, withdrawal and checking reports by user specified to and from date/timeframes, post locations, money order/check numbers, etc.
 - iii) Reports specific to user specified transaction/event types (i.e. deposits by type, withdrawals by type, and charges by type) by user specified to and from date/timeframes
 - iv) Inmate account balance reports by inmate name and/or jail number to include system balance, debt and closeout/release amounts (needed during downtimes and for contingencies)
 - v) Report for jail/booking processing fee and daily subsistence fee collection data by inmate to include daily charged amount, daily amount collected and summary data for total inmate population

Note: The reports module shall include the ability to download all reports into Excel spreadsheet files. Each report shall include (at a

minimum,) the inmate's name, inmate number, transaction/event processed, amount, date and time processed, receipt number, and provide the ability to query by any other field contained within the database.

- 23) The system shall provide an interface which creates the ability for inmates to purchase phone time minutes from the commissary and have the purchase information provided to the contractor utilized by the facilities for the inmate telephone system (Main Jail and Work Release currently utilize Global Tel*Link and the Road Prison currently utilizes Network Communications International Corporation).
- E. The Contractor shall keep full and accurate accounts of sales and other records related to the Commissary Services. The Contractor shall retain all such records for a period of five (5) years after the termination of any contract for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's sub-contractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with sub-contractor(s) and suppliers.
 - F. The system shall also allow for a minimum of four (4) security levels for the purpose of establishing input capability, reporting capability, inquiry/view-only and administration of user accounts.
 - G. The Contractor shall provide system changes at no charge to the County. These changes may include (but are not limited to) adjustments to any interfaced data, additional transactions/events, and inclusion of additional automated transactions as needed.
 - H. If at any time ECCD or the County decides to implement their own inmate Banking system, the Contractor shall be responsible for the following:
 - 1) Providing of an interface to convert the data within the Contractor's inmate banking system to the ECCD/County's system. The interface shall include, at a minimum, all inmate items interfaced during the booking process as noted in Inmate Services Section E. paragraph 6, items a. through f. above, as well as the inmate's system balance, debt information (including history of open/unpaid items, etc.), closeout/release amounts, and other information as deemed necessary by ECCD.
 - 2) Creating an interface for the exchanging of inmate store sales/order information to include, but not limited to, commissionable items, non-commissionable items, indigent items, sales tax information, etc.
 - 3) Continuing and/or creation of reports as determined by ECCD needed to validate and reconcile store sales/order transactions, the Contractor's invoice, etc.
 - I. The Contractor shall provide an inmate request/grievance tracking system.
 - J. The Contractor shall provide the general public with a platform from which they can order pre-packaged selections of items to be delivered to inmates

no more than 3 business days after the receipt of the order.

4. Preferred/Optional Services

- A. In addition to the required services listed in Section 3, the Escambia County Corrections Department has an interest in any options that reduce the level of time required of operational staff. These options may include software/hardware tools and/or procedural changes that automate and simplify various staff-intensive processes.
- B. Any additional specialty offers/value added services should be clearly outlined as part of the Contractor's submittal.

5. Inventory Requirements

- A. The current approved list of items for sale to inmates is attached as Exhibit 1, "Escambia County Store Item List". There are quantity and/or frequency limitations on over the counter medications and indigent items. These limitations will be provided to the Contractor upon contract execution. ECCD retains the right to limit quantities and frequencies of any item sold as well as place ordering caps as they deem necessary. ECCD also determines "gender specific" items. Note: The Contractor's system shall contain the ability for item quantity and frequency limits as well as gender limits as specified by ECCD.
- B. The Contractor shall **not** provide any items for sale to inmates that have **not** been approved by the ECCD in accordance with the terms of this contract.
- C. The Contractor shall provide, purchase and maintain custody of items mutually agreed upon by the Contractor and the ECCD for purchase by inmates of the ECCD under the provisions of this contract. The Contractor's stock shall not be maintained on the premises of the ECCD.
- D. After Board approval and award of contract, the Contractor shall submit a proposed Store Items List to the County. The County will review said list and work with the Contractor on any recommended changes. As part of this review, the County will request a sample of any item which it deems requires a physical inspection prior to acceptance. All samples will be returned to the Contractor in the same condition as received. Prior to the County's final approval of an acceptable Store Items List, the Contractor shall hire an independent 3rd party company to provide a certified "fair market value" survey of items sold in the local community that are comparable to items contained on the Store Items List. "Fair market value" prices shall be obtained from three retail establishments within Escambia County, one (1) of which shall be a large retail store, i.e. Kmart, Wal-Mart, Target, Publix, etc. The prices obtained from the three stores shall be added together and the total divided by three to obtain an average price based on per ounce/item equivalents). The average price shall be considered the "fair market value" for the purposes of the contract. The contractor shall comply with Florida Model Jail Standards, Section 10.01 (b) and Florida Statute 951.23 (9) B requiring inmate commissary prices be set at "fair market value". The 3rd party company conducting the "fair market value" survey shall submit their results with a cover memo. Items found to be above the fair market value shall be reduced to a price within fair market value as determined by ECCD.

The Fair Market Value survey shall be a requirement of the Contractor on an annual basis for the duration of the contract.

The Contractor may request price increases for items determined to be below the Fair Market Value. Proposed price increases must be approved by ECCD prior to implementation.

- E. The Contractor shall bill the ECCD for the Contractor's cost of goods (only) provided to indigent inmates (i.e. indigent medications, indigent clothing, indigent hygiene, indigent kits, etc.) No other costs for the provision of goods to inmates pursuant to this contract may be billed to the ECCD.
- F. The Contractor shall request in writing and obtain written approval from the ECCD Contract Monitor for the substitution of any item prior to offering said substitution item for sale to inmates.
- G. The Contractor shall, whenever possible, utilize items packaged for institutional use. Any items packaged in glass, heavy metal or containers that, in the opinion of the ECCD Staff, may be used as weapons or tools will not be permitted in the Corrections facilities.
- H. The Contractor shall, whenever possible, provide non-food items offered for sale to inmates packaged in clear or translucent containers.
- I. The Contractor shall not provide any products containing alcohol for sale to inmates.
- J. The Contractor shall sell "Security Sensitive" items whenever possible. In particular, the Contractor shall sell the transparent GPX (brand/trademark) AM/FM Radio and each radio shall be engraved with the inmate's jail number and the headphones shall be removed from the package before delivery to the ECCD premises. The Contractor shall sell a separate set of "ear buds" in place of the removed headphones.
- K. The ECCD retains the discretion to approve/disapprove any product for distribution to inmates and the quantities allowed, as well as the frequency of sale of items.
- L. The Contractor shall, at a minimum, provide products in all the following categories (see Exhibit 1 for detailed items, sizes, etc.):
 - 1) Stamps, stationary, greeting cards and writing supplies
 - 2) Candy, cookies, crackers, chips, peanuts and like snacks
 - 3) Approved personal hygiene items such as shampoo, conditioner, deodorant, toothpaste, etc.
 - 4) Approved over-the-counter medications
 - 5) Underwear, socks, shorts and shoes
 - 6) Indigent clothing, hygiene items and over the counter
 - 7) Indigent Kits (the contents of which will be established by the Department upon award)

Note: Indigent inmates are defined as inmates who maintain an account balance of less than \$1.00 for a consecutive period greater than seven (7) days. At any such time that an indigent inmate orders an indigent item(s) or kit, the inmate banking system shall collect any available balance and create an accounts receivable balance/debt within the inmate's account for

any uncollected difference. The system shall be able to collect the accounts receivable/debt amount at any such time that the account receives any deposit after the debt/accounts receivable amount is created. The collection transaction is to be established to collect up to 50% (as needed) of the deposited amount against the debt/accounts receivable amount and to process the collected funds into the general ledger account established for the specific indigent debt (i.e. indigent repayment). The features which allows the system to collect debt automatically on deposit must also have the ability to be disengaged when its use is not desired.

6. Delivery of Commissary Items to Inmates

- A. The Contractor shall deliver commissary items to the Main Jail and Work Release through the identified service delivery entrance and to the inmates within the cell areas under the supervision of the Correctional Officers on duty. In regard to the Road Prison facility, the orders should be delivered to the Road Prison for distribution by the Road Prison staff during non-working hours.
- B. In cases where an inmate has been moved to a different housing location after placing a store order, the Contractor shall verify that the inmate is authorized to receive the goods purchased in the new housing location. When it is determined that the inmate is authorized to receive the items, the Contractor shall deliver the order to the new housing location. If the inmate is NOT authorized to receive the items in the new housing location, the store order shall be returned to stock and the Contractor shall process a refund to the inmate's account.
- C. The Contractor shall package the inmate orders in sealed containers that allow for visual inspection of the contents without breaking the seal.
- D. The Contractor shall deliver commissary items to inmates once per week.
- E. Off-line sales - In some instances, inmate claims of lost commissary items is substantiated due to movement for medical, courts, etc. and ECCD authorizes re-issuance of the lost items by the Contractor. When these cases arise, ECCD will notify the Contractor of the need for an off-line sale. The Contractor shall provide the replacement items to the inmate based on the ECCD notification and shall not process the order as a sale item against the inmate's account. The Contractor shall invoice ECCD for the items delivered (without charging sales tax) and the County will pay the invoice at the end of the month with the monthly invoice.

7. Inmate New Commit Kit Requirements

- A. Inmates that are retained after the initial appearance process are provided with a hygiene/stationary kit known as a "new commit kit." This kit is distributed by ECCD staff and will be purchased from the Contractor. The pricing of the kits must be at cost and the contents of the kit are as follows:
 - 1) Five (5) 0.34oz packets of body wash/shampoo
 - 2) One (1) 0.85oz Naturemint Toothpaste
 - 3) One (1) 3" thumb toothbrush
 - 4) One (1) 5" Black Comb
- B. ECCD will order the kits in bulk (approximately 1,500 per month) and the

Contractor shall provide a shipping receipt with each order.

- C. The Contractor shall invoice ECCD after each delivery and ECCD will add the cost of the new commit kits to the monthly invoice.
- D. The new commit kits are purchased by ECCD, paid from the Inmate Welfare Fund and are tax exempt.

8. Systems Reports, Daily Batch files, Monthly and End-of-Year Invoicing/Payment and Bank System Reconciliation

- A. The Contractor shall provide ECCD with an interface (i.e. Crystal Reports, etc. as approved through County standards), to allow for real-time running of all reports noted throughout this Scope of Services.
- B. Contractor shall be responsible for debiting the account balance of each inmate for the cost of his/her commissary order upon processing of the received commissary order form.
- C. The Contractor shall provide to ECCD daily batch files that include:
 - 1) Batch number and date orders were processed. Note: Charges and credits (refunds) shall be contained in separate batch files.
 - 2) Inmate order summary information to include, (each) inmate's name, jail number and total cost of items delivered/charged. Note: Indigent orders and other specialty/ value added orders shall be included (by inmate) in the batch file.
 - 3) Batch sales summary information that includes the following:
 - a) Total amount of merchandise sold (or refunded), plus sales tax, plus amount of indigent meds issued and indigent clothing issued
 - b) Applicable sales tax related to total (taxable) merchandise ordered/purchased (or refunded)
 - c) Gross sales (total merchandise sold amount, less sales tax amount)
 - d) Non-Commissionable sales amount (amount of non-profit items sold/refunded,) plus the indigent medications and clothing issued
 - e) Commissionable sales amount (gross sales less the non-commissionable sales amount)
 - f) Amount of Escambia County commission (commissionable sales amount multiplied by agreed commission rate)
 - g) Sub total amount due to/from Contractor (commissionable sales amount less amount of Orange County commission)
 - h) Amount due to/from Contractor (sub total amount plus non-commissionable sales amount)
 - 4) The preferred method for receiving the batch files is via daily email in Adobe file format. When this is not possible, the Contractor shall ensure that the batch files are received at ECCD not later than three (3) business days after processing

D. The Contractor shall provide ECCD with the ability to run an invoice through use of a real-time report. The report shall allow for a beginning and ending date and the output file shall be in Excel format. The invoice shall detail the following items:

- 1) A row for summary information for each day of the month by batch number and credit batch information by date processed. Note: each column should end with a total amount
- 2) A column identifying the total amount of items sold (relative to the batch/row)
- 3) A column identifying the portion of the total amount of items sold that was subject to commission
- 4) A column identifying the portion of the total amount of items sold that was for any specialty/value added item sales (commissionable item)
- 5) A column identifying the portion of the total amount of items sold that was not subject to commission (non-profit/commissionable items)
- 6) A column identifying the portion of the total amount of items sold that were non-taxable items
- 7) A column identifying the portion of the total amount of items sold that were taxable items
- 8) A column identifying the amount of sales tax related to the taxable items sold
- 9) A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent medications issued
- 10) A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent clothing issued
- 11) A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent kits issued
- 12) The amount owed to the Contractor with summary information identifying the total of commissionable items less commission due ECCD (at rate agreed upon in contract,) plus non-profit items sold, plus amount due for indigent medications, clothing and kits.

Note: Any invoices for costs of new commit kits received during the month shall be added to the monthly invoice (by ECCD), as a non-commissionable purchase item and ECCD will include these costs in the monthly payment.

E. On the first business day of each month, ECCD will run a monthly invoice report (for the prior calendar month) and reconcile the daily batch file information to the invoice report. Once validated as correct, ECCD will submit the invoice to the Escambia County Comptroller's Finance section for payment. Note: In normal circumstances the payment voucher will be submitted no later than fourteen (14) calendar days after the first of the

month and the Comptroller will need up to an additional ten (10) days to pay the invoice, however, discrepancies with the invoice report and batch files could be cause for delay.

- F. Any time the batch file information does not reconcile with the invoice, the Contractor shall be responsible for assisting with finding the discrepancy and shall correct account entries as needed.
- G. At the end of each Escambia County Fiscal Year (FY), the County will total the actual amount of cumulative commissions paid and determine the appropriate guaranteed minimum annual commission amount for the FY based on the annual Average Daily Population (ADP) for that FY. The cumulative commission paid/due amount for the FY shall be compared to the guaranteed minimum annual commission amount and in cases where the cumulative commissions paid/due amount for the FY is less than the guaranteed minimum annual commission amount, the final invoice for inmate goods shall be reduced by the amount needed to reach the guaranteed minimum annual commission amount.

Note: Partial FY One and Year One Renewal contract periods will be prorated; all other contract periods will be calculated based upon Escambia County Fiscal Year periods (October 1st through September 30th). In any case, where reducing the final invoice does not provide for the guaranteed minimum annual commission amount based on the average inmate population, the County will notify the Contractor of the shortfall in writing and the Contractor shall remit the difference by check to ECCD within thirty (30) days of written notice.

As an attachment to the final payment invoice for each FY, the County will include a report listing the monthly amount of commissions received for that contract period, to include the cumulative commission total and the annual daily ADP for the FY.

- H. The Contractor shall provide ECCD with the ability to run a General Ledger report through use of a real-time reporting system. The report shall allow for the following:
 - 1) A beginning and ending date and the output file shall be in Excel format and shall summarize the daily amounts for all transactions/events noted throughout this Scope of Services.
 - 2) The amount related to the cost of indigent items and kits purchased.
 - 3) The amount pertaining to the costs collected (from subsequent deposits) for accounts receivables created for previously ordered indigent items and kits.
 - 4) The amount of store orders processed against inmate accounts.
 - 5) The amount of store order refunds pertaining previously charged/purchased goods.
 - 6) Columns identifying every event type (deposits by type/location, withdrawals by type, charges by type, EFT deposits by type/location, etc.) Note: each column should end with a total amount.

- 7) The beginning (total) inmate balance amount based on balance as of midnight for beginning (requested) date.
- 8) A net change total of all items listed (this represents the actual change in the total of all inmate balances based on the transaction processed).
- 8) The ending (total) inmate balance amount based on balance as of 11:59 p.m. for ending (requested) date.

9. Liquidated Damages

- A. On any scheduled commissary delivery day in which the Contractor fails to deliver the commissary orders within four (4) hours of the scheduled time, the Contractor shall pay liquidated damages of \$500.00.
- B. In the event the Contractor does not deliver the commissary orders within twenty-four (24) hours of the scheduled delivery time, the Contractor shall pay liquidated damages of \$1,000 for every day, or portion of a day, after the day scheduled for delivery.
- C. On any scheduled commissary delivery day in which the Contractor fails to deliver 100% of the commissary orders, the Contractor shall pay liquidated damages of \$100 if undelivered orders equal over 2% of the orders scheduled for delivery.
- D. Failure of the Contractor to maintain a 98% on time order completion rate shall be considered a material breach of the Contract.

10. Security and Identification

- A. All costs for background investigations shall be Contractor's responsibility. At all times, the County retains the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.
- B. Background checks for the Contractor's staff must be approved by the County prior to working in any County facility. The Contractor is responsible for obtaining the necessary forms for background checks as follows:
 - 1) All Contractor's staff working at any Corrections related facility - request forms via e-mail from internal affairs.
 - 2) All Contractor's staff working at other Escambia County facilities - submit a completed FDLE form found at www.fdle.state.fl.us/ (if there is a cost, this will be passed on to the Contractor) via e-mail to internal affairs for approval.

For security purposes and to maintain privacy when submitting FDLE Background Checks via e-mail the subject line of the email must contain the following: ***EXEMPT***

Due to the time required to process background checks, the Contractor should allow 2-3 weeks turn-around time. Each County representative will inform the Contractor of their background check results.

Upon background check approval, the Contractor's staff shall go to the Escambia County Human Resources office located at 221 Palafox Place, Pensacola, Florida 32501 with an Affidavit of Identity form (issued by the Contractor) and a State of Florida I.D. or Driver's License to obtain their Escambia County photo I.D. badge.

- C. Contractor's employees shall not be allowed to work in Escambia County facilities without completed and approved background investigations.
- D. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County's representative in writing, of such termination or transfer.
- E. The Contractor shall report the arrest of any employee working under the terms of this contract to the County's representative within twenty four (24) hours of knowledge of the arrest. It shall be subject to the approval of the County whether the employee shall continue to work at County locations within this contract.
- F. The Contractor shall remove from County premises any of their employees who, in the opinion of the County's representative, is not performing the services in a proper manner, or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. The County's representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. The Contractor shall establish, implement and maintain procedures and controls to ensure that their employees comply with all applicable provisions of the contract and all site rules and practices of the County.
- G. The Contractor shall not use employees of any temporary help-type employment agency to supplement their work force in County facilities for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's representative.
- H. The Contractor shall prevent its employees from tampering with any owned items of County employees or County owned property or entering any area unless required in the performance of the services.

11. Special Conditions for Working at the Corrections Facilities

The following are specific conditions and rules that must be followed while providing services at any Corrections Facilities.

- A. All Contractor employees shall carry a valid ID at all times.

- B. The Contractor shall provide a list of all employees that will be working inside any Corrections facility. A full criminal history shall be run on each employee by the Corrections Department at no cost to the Contractor. No Contractor employee will be allowed to work inside any Corrections facility if they are on active probation, home confinement, and parole or have been arrested within the last five (5) years or have been arrested for any crime involving violence, drugs, or theft. The Contractor employee list shall include:
1. Employee's full name
 2. Employee's date of birth
 3. Employee's race/sex
 4. Employee's Social Security number
 5. Employee's Driver's License number
- C. Only authorized employees of the Contractor shall be allowed to work at any Corrections facility. WORK RELEASE INMATES ARE NOT AUTHORIZED TO WORK ON ANY CORRECTIONS FACILITY CONTRACT.
- D. Contractor's employee shall wear their Contractor issued ID on the collar of their shirt at all times while in any Corrections facility. This ID will be issued to each Contractor employee at the Escambia County Human Resources Department and will only be given upon surrendering of a valid personal ID.
- E. If an ID is lost, the Contractor's employee shall report it immediately to their escort officer.
- F. In the event of an emergency, the Contractor's employee shall report it to the nearest Corrections staff member. They will contact 911.
- G. The Contractor's employees shall always follow the direction of the escort officer.
- H. The Contractor's employees shall not bring tobacco or tobacco products inside any Corrections facility or on top of any roof or within any Corrections facility fence line.
- I. The Contractor's employees shall not bring or wear hats or sunglasses inside any Corrections facility.
- J. The Contractor's employees shall not bring any cell phones inside the facility unless authorized by Corrections.
- K. Contractor vehicles shall have the windows rolled up and be locked at all times and parked in only pre-authorized areas.
- L. The Contractor shall ensure that during breaks, if a Contractor's employee leaves an area, all tools must be removed.
- M. All Contractor tools will be inventoried going into and out of a Corrections facility. Contractor shall ensure that employees take in only what is needed to perform the services.
- N. At the end of each workday, the Contractor shall ensure that all tools and debris are collected. The Contractor shall conduct an inspection of all areas to ensure all tools are accounted for and properly stored.

- O. No illegal drugs or drug paraphernalia are allowed in the compound.
- P. No weapons, guns or ammunition are allowed in any Corrections facility.
- Q. The Contractor shall ensure that no inmate interaction occurs. The Contractor's employees shall not talk to or give or receive anything from an inmate, including cigarettes.
- R. The Contractor shall only use storage areas approved at the beginning of the contract, unless otherwise permitted by an authorized County representative.
- S. The Contractor shall not leave clothing unattended, including hats and sunglasses.
- T. The Contractor and their employees shall be subject to search upon entering or exiting the facility. The Contractor shall also make employees aware that random searches may be conducted while they are within the facility at any time.

12. Right of Inspection:

The Contractor shall permit ECCD personnel to inspect all parts of the commissary areas of ECCD without notice at any time. The Contract Monitor shall be provided access to all areas under the control of the Contractor at any time, as well as unrestricted access to all Contractors' documents pertaining to the operation of the ECCD commissary sections, with or without advance notice from the Contract Monitor.

PROPOSAL FORMAT

The County reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

Proposers must respond in the format delineated below and tabbed as applicable.

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

PHASE 1 – QUALIFICATIONS AND WRITTEN TECHNICAL APPROACH

A. Letter of Transmittal

Each Proposal shall be accompanied by a letter of transmittal which summarizes key points of the response to this Request for Proposals and is signed by an officer of the firm who is responsible for committing the firm's resources.

Your letter of transmittal shall include the following:

1. Name of the firm submitting the proposal,
2. Name and title of the individual with responsibility for this response and to whom matters regarding this RFP should be directed,
3. Mailing address, telephone number, fax number and email address of firm's primary contact.

B. Technical Approach to Commissary and Inmate Banking

Proposers shall demonstrate an understanding of every task or service required and each shall be clearly identified. A restatement of tasks or mere affirmation of willingness and ability to perform the tasks will not be considered responsive. The information presented shall be in sufficient detail to enable the County to ascertain the Proposer understands the results to be accomplished and the way in which the Proposer intends to accomplish them.

1. Proposers shall provide a complete description of the processes and systems proposed for:
 - a) Inmate ordering of goods, from the point of inmates receiving blank forms (including a copy of the proposed form) through receipt of the order by the Proposer and/or the ability for inmates to order goods through the use of a housing kiosk and/or telecommunications device.
 - b) The Proposer's ability to establish multiple store item menus, in both English and Spanish, to accommodate item restrictions levied on inmates housed in various housing units (i.e. hygiene only, female only, etc.).
 - c) The Proposer's ability to establish multiple store item menus, in both English and Spanish, to accommodate item restrictions levied on inmates based on medical needs (i.e. salt-free items, diabetic items, etc.).
 - d) Delivering the filled order to the inmate, including details of packaging, receipting and discrepancy reconciliation.
 - e) All inmate billing and banking (including copies of issued receipts, end of shift reports, general ledger information/reports, inmate account statements, etc.).
 - f) Handling of deposit items to include use of kiosks for initial booking funds receipt, public deposit transactions, web-based and telecommunications technology and manual systems input transactions.
 - g) Funds release processing to include manual cash and check release transactions and debit card release capabilities.
 - h) Provision of a receipt to individual inmates.
 - i) Provision for refund of charges for orders undelivered due to the transfer of an inmate to another agency.
 - j) All billing to ECCD (including copies of daily batch files, monthly invoices, general ledger information/reports, etc.).
 - k) Process and timeline for (potential) transition from old commissary provider to new commissary provider with regards to account balance transfers (to include inmate debt balances), installation of needed hardware and software applications, sales of items during the transition period, and etc.
 - l) Process and timeline for transitioning to new commissary provider at the end of contract term with regards to items noted in item 9 above.

1. The current approved list of items for sale to inmates is attached as Exhibit 1, "Escambia County Store Item List". Proposers shall provide an "items to be sold

list” which includes both name brand and generic items for the best possible price for inmate purchases. The list shall include item information, name brand (manufacturer), item sizes/net weights (ounces, small, medium, etc.) and proposed price. NOTE- A third party fair market value survey is not required with the RFP submittal, however the fair market value survey will be required from the awarded Contractor prior to the County’s acceptance of the final Store Item List and annually thereafter.

2. Proposers shall also include a product list identifying proposed indigent items (to include sizes, net weights, etc.). The Proposer shall price all indigent items and the indigent kit based on their cost of goods.
3. Proposed pricing for all items noted on the submitted “items to be sold list” shall be all inclusive prices and no other costs (i.e. packaging, shipping, etc.) shall be added to the listed prices.
4. Proposers shall provide a list of the proposed items (including net weights, etc.) to be contained in any specialty/value added order offers.
5. Proposers shall provide sample new commit kits and proposed pricing for the kits (see Scope of Services, Section 6 for specifics) on Attachment B, Fee Proposal Form herein.
6. Proposers shall provide a complete description of any automated ordering, billing or discrepancy reconciliation system (to include copies where possible,) including the database utilized and any computer hardware that would be installed at the ECCD.
7. Proposers shall describe in detail the training that would be provided for any ECCD staff that may be required to enter or retrieve data in the Proposer’s automated system.
8. Proposers shall provide a proposed schedule for the delivery of commissary goods to the inmate housing areas of the Corrections complex (see Exhibit 2). An example of ECCD’s current delivery schedule is noted in Exhibit 2.
9. Proposers shall submit a written plan (limited to 2 pages) for transferring control of commissary services to the County or to another Proposer upon termination of the contract.

EVALUATION OF PHASE 1 - Qualifications and Written Technical Approach

County staff will evaluate proposer’s submitted documentation for the qualification of firm, qualification of staff and written technical approach as required in Sections 2, 3 and 4. The evaluation score for Phase 1 will be calculated based on the weighted criteria in the table below. Only those proposers scoring 600 or above in Phase 1 will be selected to continue to Phase 2 of the evaluation process.

Phase 1 will be calculated based on the following weighted criteria.

<u>SECTION</u>	<u>SELECTION CRITERIA</u>	<u>SCORE RANGE</u>	<u>WEIGHT</u>
1.	Qualification of Firm	1 - 5	60
2.	Qualification of Staff	1 - 5	60
3.	Technical Approach	1 – 5	80
Total Possible Final Points for Phase 1 -			1000

Each section will be evaluated using a score of 1 to 5 with 1 being the lowest score and 5 being the highest score.

The formula for calculating an evaluation score is as follows: each section has a maximum number of five points. The total number of points the proposer receives for each section will be multiplied by the weight of said section to obtain the final section score. The total score for each section shall be added together to derive each proposer's final score for Phase 1.

EVALUATION OF PHASE 2 - On-Site Product Demonstrations with Review of Phase 1 Responses and Fact Finding

Only those proposers scoring 600 or above in Phase 1 will be allowed to participate in Phase 2 of the evaluation process, product demonstrations and fact finding.

1. During the product demonstrations, proposers will be asked to make an oral, on-site, WEBEX or GoToMeeting type presentation and provide a demonstration of their proposed solution. The presentation will provide proposers with an opportunity to explain the functional and technical capabilities of their product. Proposers shall also be prepared to answer detailed questions regarding their response to the County's functional requirements identified in the RFP including required custom modifications, data conversion and interface requirements. All demonstrations must be presented by staff that are familiar with the technical aspects and design constraints of the product. This presentation shall either be conducted in Pensacola, Florida or from the proposer's location via WEBEX or GoToMeeting or similar web conferencing platform that will allow the County to view the full functionality of the product. The County may videotape the demonstrations at its discretion.
2. The fact-finding portion of the presentation will follow the product demonstration. The fact finding provides the opportunity for the proposer to hear/view and understand County existing systems, processes and procedures, and gather all of the necessary information, details and clarifications that will assist the proposer in the preparation and finalization of their cost proposal.
3. The specific place and time for the product presentation and fact finding will be determined after the Phase 1 evaluation of the proposals has been completed. Qualified proposers shall be notified of their scheduled demonstration date as soon as possible. The County anticipates that the length of demonstrations and fact finding combined will be limited to one eight-hour business day. Therefore, each proposer that qualifies for Phase 2 shall have one day to provide both the product demonstration and fact finding.
4. **Proposer's product demonstration shall be presented using only the information, data and scenarios in Attachment A.** Proposer shall have all inmate data and scenario details setup in their system prior to the demonstration.

Phase 2 will be evaluated and calculated based on the following weighted criteria:

<u>SECTION</u>	<u>SELECTION CRITERIA</u>	<u>SCORE RANGE</u>	<u>WEIGHT</u>
1.	Scenarios 1 through 28 Each scenario will be scored separately based on the product's ability to perform the required function within that specific scenario	1 – 5 per scenario	5 per scenario
2.	Scenario 29-31 - Reports	1 - 5 per scenario	20 per scenario

Total Possible Final Points for Phase 2 - 1000

Each product demonstration/fact finding will be evaluated in all scenarios with the weight listed above being a maximum score. Each scenario will be scored with a range of 1 through 5 and the score multiplied by the weight listed for the applicable section. Section 1 has 28 scenarios, each with a weight of 5, totaling 700 possible points. Section 2 has 3 scenarios, each with a weight of 20, totaling 300 possible points. The total score for both sections shall be added together to derive each proposer's final score for Phase 2.

Only those proposers scoring 600 or above in Phase 2 will be selected to continue to Phase 3 of the evaluation process.

EVALUATION OF PHASE 3 - Fee Proposal and Location

Only those proposers scoring 600 or above in Phase 2 will be selected to continue to Phase 3 of the evaluation process, fee proposal, and location.

1. Fee Proposal

- A. Proposer shall complete and submit the Fee Proposal Form herein as Attachment B.
- B. Proposer shall propose the payable commission percentage rate as follows:
 - 1. An Escambia County Inmate Sales Commission rate/percentage to be paid to Escambia County (based on Adjusted Gross Sales, as defined below) for each period of the contract. Each month, ECCD will reduce the amount due on the Proposer's monthly invoice by the calculated commission amount and shall deposit these proceeds into the Inmate Welfare Fund.

The adjusted gross sales amount to be utilized for each noted commission is defined/calculated as follows:

Total amount of merchandise sold/issued to inmates on behalf of
ECCD
Minus Applicable Sales Tax
Minus all "Indigent Items" issued
Minus Non-Profit Items (stamps, stamped envelopes, etc.)
Equals Adjusted Gross Sales

- 2. The Escambia County Inmate Sales Commission fee proposal shall also include a scaled guaranteed minimum commission payable amount based

on ECCD's non-Work Release annual average daily inmate population calculated at the end of each timeframe as noted in Attachment B. Rules governing how this item is calculated versus actual paid/due commission amount are noted in Attachment B.

- C. Proposer shall propose the cost of individual new commit kits as defined in Section IX, item 6 herein.
- D. The following EFT fees are the only contractually allowed fees that may be charged directly to inmates for any and all additional services outside of the purchase of commissary products. Any additional EFT fees or miscellaneous charges to inmates will not be allowed throughout the life of the contract. **In addition, the EFT fees listed below will be limited to a maximum charge per transaction.**

The following EFT fees for transactions shall be as defined in Scope of Services, Section 3, Sub-Section H, paragraphs 1 through 5:

- 1) Proposer shall propose a fee charge for public debit/credit card deposits through the use of a public deposit machine/kiosk. The proposed fee cannot exceed \$3.00 per deposit transaction.
- 2) Proposer shall propose a fee charge for public credit card deposits through the use of telephone or Internet access. The proposed fee cannot exceed \$4.95 per deposit transaction.
- 3) Proposer shall propose a fee associated with pre-paid debit card/release transactions. The use of the card shall be free for the first 72 hours after release. The maximum fee that can be charged is \$3.00/day thereafter.
- E. Proposer shall outline in detail any specialty/value added items or services that they would propose offering as part of the contract award.

The Proposer understands that this RFP does not constitute an agreement or contract with the Proposers. Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

Evaluation of Phase 3 - Fee Proposal and Location

<u>Criteria</u>	<u>Weight</u>
Inmate Sales Commission	900
Guaranteed Minimum Annual Commissions	700
New Commit Kits	200
EFT and Miscellaneous Fees/Charges	100
Specialty/Value Added Offerings	<u>100</u>
Total Possible Fee Proposal Points - 2000	
Total Possible Final Points for Phase 3 - 2000	
Phase 1 Score	1000
Phase 2 Score	1000
Phase 3 Score	<u>2000</u>
Total Phase 1, Phase 2 and Phase 3 Score	4000

ATTACHMENT A

PHASE 2

ON-SITE BANKING SYSTEM DEMONSTRATION

Only those proposers scoring 600 or above in Phase 1 will be selected to continue to Phase 2 of the evaluation process.

Proposer's banking system demonstration shall be presented using only the information, data and scenarios in this attachment. Proposer shall have all inmate data, scenario details and any applicable software customization setup in their system prior to the demonstration. The County will not pay any additional cost for customization of proposer's software to accommodate the banking services required in this RFP.

SECTION 1 - INMATE ACCOUNTING

Proposer shall only utilize the inmate account information as set forth in the following table. An account shall be set up for each individual inmate as listed to be used during the presentation of scenarios 1 through 28 below:

Inmate Last Name	Inmate First Name	Booking/Jail #	Date of birth	Sex	Building (Location)	Fee (Y/N)	Active/ Inactive
Davidson	David	12111111	6/2/1956	M	Genesis 2a	Y	Active
Lawrence	Larry	12000230	6/9/1958	M	Horizon 6D	N	Active
Robertson	Robert	12033556	12/6/1957	M	Main 3T	Y	Active
Jamison	Jimmy	12044455	9/17/1992	M	Whitcomb	N	Active
Ghost	Kasper	12012345	8/20/1988	M	Phoenix	Y	Active
Ghost	Kasper	09002340	8/20/1988	M	Phoenix	Y	Inactive
Rabbit	Roger	12102245	5/5/1933	M	Pod B	Y	Active
Rabbit	Roger	10000345	5/5/1933	M	Phoenix	Y	Inactive
Jamison	Jenny	12055444	9/15/1987	F	FDC B	Y	Active
Rat	Randy	12123465	6/1/1955	M	Whitcomb	N	Active
Mole	Mandy	12321456	5/23/1945	F	FCD C	Y	Active
Mole	Mandy	11007865	5/23/1945	F	FCD K	Y	Inactive
Poppins	Marilyn	12111110	1/1/1910	F	FDC K	Y	Active
Rainbow	Arielle	12243570	3/31/1950	F	FDC K	N	Active
Missy	Myllinda	12087609	2/25/1945	F	FDC A	Y	Active

1. Mandatory:

- a. System shall accommodate all of the above-mentioned fields.
- b. System shall differentiate the receipts according to which drawer entered/processed the transaction (including the deposits, withdrawals, charges, etc.).
- c. Demonstrate the various security levels and the differences between.

Proposer shall demonstrate the following:

- 2. Account creation (accounts for inmates noted above); posting, accounts receivable and collection (booking fee); initial deposit; end of shift report; clearing the cash drawer.

- a. **Scenario 1:** Show the automated \$10.00 booking fee posted to the previously indicated accounts.
- b. **Scenario 2:** The following inmates had money when he/she was booked; display the process of depositing these amounts into his/her account:

Inmate Last Name	Booking/Jail #	Amount Deposited	Type of Deposit	Item Number
Davidson	12111111	3.00	Cash	
Robertson	12033556	30.00	Cash	
Jamison	12044455	200.00	Cash	
Ghost	12012345	5.00	Cash	
Rabbit	12102245	22.50	Cash	
Mole	12321456	522.67	Government Check	1000051112
Poppins	12111110	34.54	Cash	
Missy	12087609	234.87	Money Order	R2356798410

- c. **Scenario 3:** Update the following inmate for funds located after the initial booking (found while inmate still in booking, but monies already processed).

Inmate Last Name	Booking/Jail #	Amount Found
Rainbow	12243570	50.00

- d. **Scenario 4:** Display each inmate's accounts with accounts receivable and collections.
- e. **Scenario 5:** Display the End of Shift Report for processed deposit transactions with receipt numbers.
- f. **Scenario 6:** Display the clearing of the cash drawer totals (removal of funds deposited for current shift) that reset the drawer balance to zero.
3. Charge/process the daily subsistence fee (posting, account receivable and collection) and fee refunds.

- a. **Scenario 7:** Display the automated \$3.00 daily fee per day to the following accounts:

Inmate Last Name	Booking/Jail #	# Days
Davidson	12111111	3
Robertson	12033556	2
Jamison	12055444	1
Ghost	12012345	4
Rainbow	12243570	2
Rabbit	12102245	4
Mole	12321456	4

- b. **Scenario 8:** Display how an inmate daily fee status is changed from yes to no; and process a refund of the daily fee to the following inmate (Rabbit PO0654321 #12102245 for 2 days). How does the application maintain when the change was made?
4. Display how to process sequenced deposits – displaying the location, item details, account receivable collection, end of shift report with receipt numbers, and clearing of drawer total.

- a. **Scenario 9:** Display that the public deposited the following in the Corrections' Drop Box, and process the following deposit(s) into the inmate's accounts:

Inmate Last Name	Booking/Jail #	Received from Drop Box	From	Item #
Davidson	12111111	\$10 money order	Mom Davidson	9517532684
Davidson	12111111	\$20 money order	Joy Davidson	9517532685
Lawrence	12000230	\$100 Money order	Honey Mama	R2058963147
Robertson	12033556	\$30 money order	C. Robertson	R2645319872
Jamison	12055444	\$500 government check	Lakeville County	63985
Ghost	12012345	\$55 money order	Johnny Scumbag	497856231
Rabbit	12243570	\$200 money order	Becky Rabbit	357984612
Rabbit	12243570	\$40 money order	Peter Rabbit	R852369741
Jamison	12044455	\$50 money order	Dad Jamison	123654789
Rat	12123465	\$200 money order	Sister Mole	741369852

- b. **Scenario 10:** Display each inmate's accounts with account receivables and collections.
- c. **Scenario 11:** Display the End of Shift Report with receipt numbers for processed receivables and collections.
- d. **Scenario 12:** Display the clearing of the cash drawer total (removal of funds deposited for the shift) and reset the drawer balance to zero.
5. Display (demo as appropriate or show restriction tables, etc.) the following information for each inmate:

- Store Ordering
- Refunds
- Frequency
- Diet restrictions
- Gender
- Indigent items with frequency limits
- Housing restrictions
- Receipts

- Daily Order Reports
- a. **Scenario 13: Display and process** commissary orders and/or refunds for the following inmates:

Inmate Last Name	Booking/Jail #	Commissary Order
Davidson	12111111	\$50 commissary order
Ghost	12012345	\$44 commissary order
Jamison	12044455	\$20 commissary order
Rat	12123465	\$70 commissary order
Mole	12321456	\$50 commissary order
Jamison	12055444	\$70 commissary order
Mole	12321456	\$10 partial commissary refund
Ghost	12012345	\$15 indigent order

- b. **Scenario 14:** The following inmates tried to order commissary items, show their commissary order form and the items being denied due to commissary restrictions:

- Rabbit 12243570 Tries to order a bra (Rabbit is a male)
- Rat 12123465 Is diabetic, but tries to order a candy bar

- 6. Process the following charge transactions by various types and amounts with posting, collections and account receivable updates. Show end of processing report.

- a. **Scenario 15:** Process the various charge transactions and voids to the following inmate's accounts:

Inmate Last Name	Booking/Jail #	Charge Transactions
Davidson	12111111	\$5 Nurse visit
Lawrence	12000230	\$10 Doctor visit
Lawrence	12000230	\$10 Refund /void for Doctor
Jamison	12044455	\$48 Methadone
Rainbow	12243570	\$20 Medication charge
Rainbow	12243570	\$10 Refund for medication
Mole	11007865	\$5 Lost/damaged ID

- 7. Deposit the noted voids, returned money orders, account adjustments for inadvertently placed funds, etc.

- a. **Scenario 16:** It was discovered that the \$200.00 deposited into inmate Rat's 12123465 account should have been deposited into Mole's 12321456 account. Money was spent on commissary; however, commissary was able to stop delivery. Show how to recover the funds from the wrong account and place into the correct account.

- b. **Scenario 17:** A counterfeit \$50.00 was discovered at the bank (following deposit). It was determined that it had belonged to inmate Jamison 12044455. Display how to recover the funds from inmate Jamison's account.

- c. **Scenario 18:** A stop payment/returned money order \$40.00 for inmate Rabbit 12243570 was received from the bank. Show how to recover the funds from inmate Rabbit's account.

8. Process withdrawal transactions: Display initial drawer balance; releases to the public or bondsman, etc.; withdrawal to other agencies, inmate cash releases, cash card releases, and combinations thereof; display end of shift report.

- a. **Scenario 19:** Display initial drawer balance (Note: Prior to demo set balance @ \$2,000.00).
- b. **Scenario 20:** Display \$1,000.00 petty cash issued to cash drawer and new drawer balance.
- c. **Scenario 21:** Process and display the release of the following funds from the inmate's account (release to public may be to a friend, relative, other inmate, etc.):

Inmate Last Name	Booking/Jail #	Amount	Released type	Released To
Jamison	12044455	\$100.00	Public	Ms. Jones
Jamison	12055444	\$250.00	Ck IRM	Clerk of Courts
Robertson	12033556	\$52.00	TOT/TDY	Miami-Dade Department of Corrections
Lawrence	12000230	\$50.00	Public	N. Grace
Mole	12321456	\$200.00	Ck - IRM	Clerk of Courts
Lawrence	12087609	\$50.00	TOT/TDY	FL State Department of Corrections
Rabbit	12102245	\$164.50	Released with \$10 cash and \$154.50 remaining with cash card	Inmate released
Mole	12321456	\$100.00	Public	Rat (released inmate)
Mole	12321456	\$266.67	TOT/TDY	Transferred to FL State Department of Corrections with a check;
Poppins	12111110	\$29.54	TOT/TDY	FL State Department of Corrections
Rainbow	12243570	\$37.00	Released with \$10 in cash and \$27 cash card	Inmate released

- d. **Scenario 22:** Display the End of Shift Report from the previous transactions (should include inmate jail #/name, amount of transaction, receipt numbers, total amount, transaction count, etc.).

9. Process and display withdrawal transaction voids (cash release, check, cash card).

- a. **Scenario 23:** The withdrawal of \$100.00 from Jamison, Jimmy's account 12044455 was discovered to be an error. Void the \$100.00 withdrawal.

- b. **Scenario 24:** Poppins check to FL State Department of Corrections (\$29.54) was never cashed after 180 days. The check needs to be voided and the funds returned to Poppins's account.
10. Transactions from the safe: balancing, general journal, funds replenishment – issue funds processing, cash losses – replenishment from safe.
- a. **Scenario 25:** Prior to demo, set safe balance to \$40,000.00 (cross reference scenario # 21). Process issuance of \$1,000.00 to cash drawer from safe's petty cash (due to low funds available in cash drawer) and show safe balance.
- b. **Scenario 26:** Received petty cash replenishment of \$25,000.00 from downtown. Process and display how this is entered into the banking system.
- c. **Scenario 27:** Upon making a deposit to the bank, a \$50.00 counterfeit bill was discovered (the owner of the bill was unknown); process and display how to deduct the cash loss from the safe balance.
- d. **Scenario 28:** A \$50.00 check is received from downtown; process and display how these funds replenish the cash loss into the safe balance.

SECTION 2

1. MONTHLY INVOICING REPORT

Scenario 29: Display or provide the monthly invoicing report, is the report available in real-time, can it be exported to Excel and does the report contain the following items?

- A row for summary information for each day of the month by batched (inmate orders) number and credit batch information by date processed. Note: Each column should end with a total amount.
- A column identifying the total amount of items sold (relative to the batch/row).
- A column identifying the portion of the total amount of items sold that was subject to commission
- A column identifying the portion of the total amount of items sold that was for each specialty/value added item sales category (commissionable items).
- A column identifying the portion of the total amount of items sold that was not subject to commission (non-profit/commissionable items).
- A column identifying the portion of the total amount of items sold that were non-taxable items.
- A column identifying the portion of the total amount of items sold that were taxable items.
- A column identifying the amount of sales tax related to the taxable items sold.
- A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent medications issued.
- A column identifying the amount pertaining to (uncollected/unpaid amounts for)

indigent clothing issued.

- A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent kits issued.
- The amount owed to the Contractor with summary information identifying the total of commissionable items less commission due ECCD (at rate agreed upon in contract,) plus non-profit items sold, plus amount due for indigent medications, clothing and kits.

2. MONTHLY GENERAL LEDGER REPORT

Scenario 30: Display or provide the monthly general ledger report, is the report available in real-time, can it be exported to Excel and does the report contain the following items?

- A beginning and ending date summarizing the daily amounts for all transactions/events noted throughout the Scope of Services.
- Columns related to the cost of indigent items and kits purchased.
- A column for the amount pertaining to the costs collected (from subsequent deposits) for accounts receivables created for previously ordered indigent items and kits.
- A column for the monetary amount of store orders processed against inmate accounts.
- A column for the monetary amount of store order refunds pertaining previously charged/purchased goods.
- Columns identifying every event type (deposits by type/location, withdrawals by type, charges by type, EFT deposits by type/location, etc.) Note: Each column should end with a total amount.
- The beginning (total) inmate balance amount based on balance as of midnight for beginning (requested) date.
- A net change total of all items listed (this represents the actual change in the total of all inmate balances based on the transaction processed).
- The ending (total) inmate balance amount based on balance as of 11:59 p.m. for ending (requested) date.

3. OTHER REPORTS

Scenario 31: Display or provide the following reports:

- Daily booking fees charged and collected
- Daily subsistence fees charged and collected
- Daily checks and void(s) report
- Monthly funds recoverable
- Weekly and Monthly Cash Withdrawal Report
- Daily, Weekly and Monthly Check Transaction Report
- Daily Inmate Balance Report with Debt and Release Balance Amounts
- Cash Card Report

PHASE 2

INMATE COMMISSARY AND BANKING SERVICES

The following is a check list of the above Scenarios and their individual functional requirements (see Scenario Ref # column). Proposer shall answer each question according to the following legend:

Yes Column ----- Requirement is met fully by the proposed banking system and will be demonstrated.

No Column ----- Requirement not included in this proposal.

SCENARIO REF #	FUNCTIONAL REQUIREMENT	PLACE AN "X" IN APPROPRIATE BOX	
		YES	NO
	Section 1		
	Inmate Accounting		
1.	Mandatory		
1.a	Does your banking system accommodate all of the mentioned fields?		
1.b	Does your banking system differentiate the receipts according to which drawer entered/processed the transaction (including the deposits, withdrawals, charges, etc.)?		
1.c	Does your banking system demonstrate the various security levels and the differences between?		
2.	Account creation (accounts for inmates noted above); posting, accounts receivable and collection (booking fee); initial deposit; end of shift report; clearing the cash drawer. Scenarios 1 thru 6		
2.a	Does your banking system successfully demonstrate Scenario 1?		
2.b	Does your banking system successfully demonstrate Scenario 2?		
2.c	Does your banking system successfully demonstrate Scenario 3?		

SCENARIO REF #	FUNCTIONAL REQUIREMENT	YES	NO
2.d	Does your banking system successfully demonstrate Scenario 4?		
2.e	Does your banking system successfully demonstrate Scenario 5?		
2.f	Does your banking system successfully demonstrate Scenario 6?		
3.	Charge/process the daily subsistence fee (posting, account receivable and collection) and fee refunds.		
3.a	Does your banking system successfully demonstrate Scenario 7?		
3.b	Does your banking system successfully demonstrate Scenario 8?		
4.	Display how to process sequenced deposits – displaying the location, item details, account receivable collection, end of shift report with receipt numbers, and clearing of drawer total.		
4.a	Does your banking system successfully demonstrate Scenario 9?		
4.b	Does your banking system successfully demonstrate Scenario 10?		
4.c	Does your banking system successfully demonstrate Scenario 11?		
4.d	Does your banking system successfully demonstrate Scenario 12?		
5.	Display (demo as appropriate or show restriction tables, etc.) the following information for each inmate:		
	• Store Ordering		
	• Refunds		
	• Frequency		
	• Diet restrictions		
	• Gender		

SCENARIO REF #	FUNCTIONAL REQUIREMENT	YES	NO
	<ul style="list-style-type: none"> Indigent items with frequency limits 		
	<ul style="list-style-type: none"> Housing restrictions 		
	<ul style="list-style-type: none"> Receipts 		
	<ul style="list-style-type: none"> Daily Order Reports 		
5.a	Does your banking system successfully demonstrate Scenario 13?		
5.b	Does your banking system successfully demonstrate Scenario 14?		
	<ul style="list-style-type: none"> Rabbit – 12243570 - Tries to order a bra (Rabbit is a male) 		
	<ul style="list-style-type: none"> Rat – 12123465 - Is diabetic, but tries to order a candy bar 		
6.	Process the following charge transactions by various types and amounts with posting, collections and account receivable updates. Show end of processing report.		
6.a	Does your banking system successfully demonstrate Scenario 15?		
7.	Deposit the noted voids, returned money orders, account adjustments for inadvertently placed funds, etc.		
7.a	Does your banking system successfully demonstrate Scenario 16?		
7.b	Does your banking system successfully demonstrate Scenario 17?		
7.c	Does your banking system successfully demonstrate Scenario 18?		
8.	Process withdrawal transactions: Display initial drawer balance; releases to the public or bondsman, etc.; withdrawal to other agencies, inmate cash releases, cash card releases, and combinations thereof; display end of shift report.		
8.a	Does your banking system successfully demonstrate Scenario 19?		
8.b	Does your banking system successfully demonstrate Scenario 20?		

SCENARIO REF #	FUNCTIONAL REQUIREMENT	YES	NO
8.c	Does your banking system successfully demonstrate Scenario 21?		
8.d	Does your banking system successfully demonstrate Scenario 22?		
9.	Process and display withdrawal transaction voids (cash release, check, cash card).		
9.a	Does your banking system successfully demonstrate Scenario 23?		
9.b	Does your banking system successfully demonstrate Scenario 24?		
10.	Transactions from the safe: balancing, general journal, funds replenishment – issue funds processing, cash losses – replenishment from safe.		
10.a	Does your banking system successfully demonstrate Scenario 25?		
10.b	Does your banking system successfully demonstrate Scenario 26?		
10.c	Does your banking system successfully demonstrate Scenario 27?		
10.d	Does your banking system successfully demonstrate Scenario 28?		
	Section 2		
1.	<u>Monthly invoicing report Scenario 29: Display or provide the monthly invoicing report, is the report available in real-time, can it be exported to Excel and does the report contain the following items?</u>		
	<ul style="list-style-type: none"> A row for summary information for each day of the month by batched (inmate orders) number and credit batch information by date processed. Note: Each column should end with a total amount. 		
	<ul style="list-style-type: none"> A column identifying the total amount of items sold (relative to the batch/row). 		

SCENARIO REF #	FUNCTIONAL REQUIREMENT	YES	NO
	<ul style="list-style-type: none"> A column identifying the portion of the total amount of items sold that was subject to commission (commissionable/profit items sold, does not includes specialty/value added item sales). 		
	<ul style="list-style-type: none"> A column identifying the portion of the total amount of items sold that was for specialty/value added item sales (commissionable item). 		
	<ul style="list-style-type: none"> A column identifying the portion of the total amount of items sold that was not subject to commission (non-profit/commissionable items). 		
	<ul style="list-style-type: none"> A column identifying the portion of the total amount of items sold that were non-taxable items. 		
	<ul style="list-style-type: none"> A column identifying the portion of the total amount of items sold that were taxable items. 		
	<ul style="list-style-type: none"> A column identifying the amount of sales tax related to the taxable items sold. 		
	<ul style="list-style-type: none"> A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent medications issued. 		
	<ul style="list-style-type: none"> A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent clothing issued. 		
	<ul style="list-style-type: none"> A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent kits issued . 		
	<ul style="list-style-type: none"> The amount owed to the Contractor with summary information identifying the total of commissionable items (which includes specialty/value added order sales,) less commission due ECCD (at rate agreed upon in contract,) plus non-profit items sold, plus amount due for indigent medications, clothing and kits. 		

SCENARIO REF #	FUNCTIONAL REQUIREMENT	YES	NO
2.	Monthly general ledger report Scenario 30: Display or provide the monthly general ledger report, is the report available in real-time, can it be exported to Excel and does the report contain the following items?		
	<ul style="list-style-type: none"> <li data-bbox="367 279 1304 342">• A beginning and ending date summarizing the daily amounts for all transactions/events noted throughout the Scope of Services. 		
	<ul style="list-style-type: none"> <li data-bbox="367 363 1276 401">• Columns related to the cost of indigent items and kits purchased. 		
	<ul style="list-style-type: none"> <li data-bbox="367 432 1252 527">• A column for the amount pertaining to the costs collected (from subsequent deposits) for accounts receivables created for previously ordered indigent items and kits. 		
	<ul style="list-style-type: none"> <li data-bbox="367 537 1227 600">• A column for the monetary amount of store orders processed against inmate accounts. 		
	<ul style="list-style-type: none"> <li data-bbox="367 611 1179 674">• A column for the monetary amount of store order refunds pertaining previously charged/purchased goods. 		
	<ul style="list-style-type: none"> <li data-bbox="367 684 1260 810">• Columns identifying every event type (deposits by type/location, withdrawals by type, charges by type, EFT deposits by type/location, etc. Note: each column should end with a total amount. 		
	<ul style="list-style-type: none"> <li data-bbox="367 821 1300 884">• The beginning (total) inmate balance amount based on balance as of midnight for beginning (requested) date. 		
	<ul style="list-style-type: none"> <li data-bbox="367 894 1300 989">• A net change total of all items listed (this represents the actual change in the total of all inmate balances based on the transaction processed). 		
	<ul style="list-style-type: none"> <li data-bbox="367 999 1292 1062">• The ending (total) inmate balance amount based on balance as of 11:59 p.m. for ending (requested) date. 		
3.	Does your banking system successfully demonstrate Scenario 31- for the following Other Reports?		
	<ul style="list-style-type: none"> <li data-bbox="367 1140 976 1178">• Daily booking fees charged and collected 		
	<ul style="list-style-type: none"> <li data-bbox="367 1192 1024 1230">• Daily subsistence fees charged and collected 		
	<ul style="list-style-type: none"> <li data-bbox="367 1241 846 1278">• Daily checks and void(s) report 		
	<ul style="list-style-type: none"> <li data-bbox="367 1289 781 1327">• Monthly funds recoverable 		
	<ul style="list-style-type: none"> <li data-bbox="367 1337 1032 1375">• Weekly and Monthly Cash Withdrawal Report 		
	<ul style="list-style-type: none"> <li data-bbox="367 1386 1130 1423">• Daily, Weekly and Monthly Check Transaction Report 		
	<ul style="list-style-type: none"> <li data-bbox="367 1434 1227 1493">• Daily Inmate Balance Report with Debt and Release Balance Amounts 		
	<ul style="list-style-type: none"> <li data-bbox="367 1503 675 1541">• Cash Card Report 		

ATTACHMENT B

PD18-19.102

Inmate Commissary and Banking Services for Escambia County Corrections Department

FEE PROPOSAL FORM

The Contractor shall provide all plant, labor, equipment, manpower and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the Scope of Services defined in this solicitation for the amounts specified in this Fee Proposal Form. *The County is asking for two fee proposals. "Proposal A" will take into account the listed storage/packing space that may be available to the vendor once the new jail facility is constructed (estimated date of July 2020). "Proposal B" shall be provided as if no storage or workspace is to be provided at Jail facility. "Proposal B" necessitates a vendor furnished offsite location at which all commissary work is to be completed.*

PROPOSAL A: INMATE SALES COMMISSION PERCENTAGE

Only a single fixed percentage for each contract period shall be proposed. Proposals submitting a range of percentages will not be accepted and proposal shall be determined non-responsive.

The Contractor shall pay the County the following commission (% of adjusted gross sales as defined below) for each year of the contract period (start date through end of contract as noted, including applicable renewal years) as follows:

<u>Contract/Fiscal Periods</u>	<u>Inmate Sales Commission</u>
Partial Fiscal Year One (contract start date through Sep. 30, 2019).....	_____ %
Full Fiscal Year 2020 (Oct. 1, 2019 through Sep. 30, 2020).....	_____ %
Full Fiscal Year 2021 (Oct. 1, 2020 through Sep. 30, 2021).....	_____ %
Full Fiscal Year 2022 (Oct. 1, 2021 through Sep. 30, 2022).....	_____ %
Full Fiscal Year 2023 and Partial Year Five (Oct. 1, 2022 through end of contract date).....	_____ %

Two (2) Year Renewal Commission Rates:

Year One Renewal (Partial Fiscal Year - Contract Renewal date through Sept. 30, 2023).....	_____ %
Full Fiscal Year and Partial Year Two Renewal 2024 (Oct. 1, 2023 through end of contract date).....	_____ %

Adjusted Gross Sales is defined herein as:

Total amount of merchandise sold/issued to inmates on behalf of the County
 Minus Applicable Sales Tax
 Minus all "Indigent Items" issued
Minus Non-Profit Items (stamps, stamped envelopes, etc.)
 Equals Adjusted Gross Sales

ATTACHMENT B – Continued

PD18-19.102

Inmate Commissary and Banking Services for Escambia County Corrections Department

FEE PROPOSAL FORM

PROPOSAL A: GUARANTEED MINIMUM ANNUAL COMMISSION

Only a single fixed Guaranteed Minimum Annual Commission (GMAC) for each Annual Average Daily Population as listed below shall be proposed. Proposals submitting ranges of GMAC will not be accepted and proposal shall be determined non-responsive.

Guaranteed Minimum Period/Annual Commissions payment (for all periods noted in Attachment B) shall be based on the County's non-Work Release annual average daily inmate population as follows:

Annual Average Daily (Inmate) Population (ADP)	Guaranteed Minimum Annual Commission
1,000 - 1,199	\$ _____
1,200 - 1,399	\$ _____
1,400 - 1,599	\$ _____
1,600 - 1,799	\$ _____
1,800 - 1,999	\$ _____
2,000 – above	\$ _____

At the end of each FY, the County will total the actual amount of cumulative commissions paid and determine the appropriate guaranteed minimum annual commission amount for the FY based on the annual Average Daily Population (ADP) for that FY. The cumulative commission paid/due amount for the FY shall be compared to the guaranteed minimum annual commission amount and in cases where the cumulative commissions paid/due amount for the FY is less than the guaranteed minimum annual commission amount, the final invoice for inmate goods shall be reduced by the amount needed to reach the guaranteed minimum annual commission amount.

Note: Partial FY One and Year One Renewal contract periods will be prorated; all other contract periods will be calculated based upon Escambia County Fiscal Year periods (October 1st through September 30th). In any case, where reducing the final invoice does not provide for the guaranteed minimum annual commission amount based on the average inmate population, the County will notify the Contractor of the shortfall in writing and the Contractor shall remit the difference by check to ECCD within 30 days of written notice.

ATTACHMENT B - Continued

PD18-19.102

Inmate Commissary and Banking Services for Escambia County Corrections Department

PROPOSAL A: FEE PROPOSAL FORM

<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
New Commit Kit as defined in Scope of Services, Section 6.A herein	18,000 EACH	\$ _____	\$ _____
Total Estimated Annual Cost of Kits - \$ _____			

PROPOSAL A: EFT AND MISCELLANEOUS FEES/CHARGES

The following EFT fees are the only contractually allowed fees that may be charged directly to inmates for any and all additional services outside of the purchase of commissary products. Any additional EFT fees or miscellaneous charges to inmates will not be allowed throughout the life of the contract. **In addition, the EFT fees listed below will be limited to a maximum charge per transaction.**

The following EFT fees for transactions shall be as defined in Scope of Services, Section 3, Sub-Section H, paragraphs 1 through 5:

Proposed fee charge for public debit/credit card deposits\$ _____
through the use of a kiosk. The proposed fee cannot exceed
\$3.00 per transaction.

Proposed fee charge for public credit card deposits through the\$ _____
use of telephone or Internet access. The proposed fee cannot
exceed \$4.95 per transaction.

Proposed fee associated with Pre-paid Debit Card/release\$ _____
transactions. The use of the card is free for the first 72 hours after
release. The maximum fee that can be charged is \$3.00/per day thereafter.

PROPOSAL A: SPECIALTY/VALUE ADDED SERVICES

All specialty/value added items and services must be clearly defined and outlined in detail in order to be reviewed as part of the Contractor's submission.

PROPOSAL B: INMATE SALES COMMISSION PERCENTAGE

Only a single fixed percentage for each contract period shall be proposed. Proposals submitting a range of percentages will not be accepted and proposal shall be determined non-responsive.

The Contractor shall pay the County the following commission (% of adjusted gross sales as defined below) for each year of the contract period (start date through end of contract as noted, including applicable renewal years) as follows:

<u>Contract/Fiscal Periods</u>	<u>Inmate Sales Commission</u>
Partial Fiscal Year One (contract start date through Sep. 30, 2019).....	_____ %
Full Fiscal Year 2020 (Oct. 1, 2019 through Sep. 30, 2020).....	_____ %
Full Fiscal Year 2021 (Oct. 1, 2020 through Sep. 30, 2021).....	_____ %
Full Fiscal Year 2022 (Oct. 1, 2021 through Sep. 30, 2022).....	_____ %
Full Fiscal Year 2023 and Partial Year Five (Oct. 1, 2022 through end of contract date).....	_____ %

Two (2) Year Renewal Commission Rates:

Year One Renewal (Partial Fiscal Year - Contract Renewal date through Sept. 30, 2023).....	_____ %
Full Fiscal Year and Partial Year Two Renewal 2024 (Oct. 1, 2023 through end of contract date).....	_____ %

Adjusted Gross Sales is defined herein as:

Total amount of merchandise sold/issued to inmates on behalf of the County
 Minus Applicable Sales Tax
 Minus all "Indigent Items" issued
Minus Non-Profit Items (stamps, stamped envelopes, etc.)
 Equals Adjusted Gross Sales

ATTACHMENT B – Continued

PD18-19.102

Inmate Commissary and Banking Services for Escambia County Corrections Department

FEE PROPOSAL FORM

PROPOSAL B: GUARANTEED MINIMUM ANNUAL COMMISSION

Only a single fixed Guaranteed Minimum Annual Commission (GMAC) for each Annual Average Daily Population as listed below shall be proposed. Proposals submitting ranges of GMAC will not be accepted and proposal shall be determined non-responsive.

Guaranteed Minimum Period/Annual Commissions payment (for all periods noted in Attachment B) shall be based on the County's non-Work Release annual average daily inmate population as follows:

Annual Average Daily (Inmate) Population (ADP)	Guaranteed Minimum Annual Commission
1,000 - 1,199	\$ _____
1,200 - 1,399	\$ _____
1,400 - 1,599	\$ _____
1,600 - 1,799	\$ _____
1,800 - 1,999	\$ _____
2,000 – above	\$ _____

At the end of each FY, the County will total the actual amount of cumulative commissions paid and determine the appropriate guaranteed minimum annual commission amount for the FY based on the annual Average Daily Population (ADP) for that FY. The cumulative commission paid/due amount for the FY shall be compared to the guaranteed minimum annual commission amount and in cases where the cumulative commissions paid/due amount for the FY is less than the guaranteed minimum annual commission amount, the final invoice for inmate goods shall be reduced by the amount needed to reach the guaranteed minimum annual commission amount.

Note: Partial FY One and Year One Renewal contract periods will be prorated; all other contract periods will be calculated based upon Escambia County Fiscal Year periods (October 1st through September 30th). In any case, where reducing the final invoice does not provide for the guaranteed minimum annual commission amount based on the average inmate population, the County will notify the Contractor of the shortfall in writing and the Contractor shall remit the difference by check to ECCD within 30 days of written notice.

ATTACHMENT B - Continued

PD18-19.102

Inmate Commissary and Banking Services for Escambia County Corrections Department

PROPOSAL B: FEE PROPOSAL FORM

<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
New Commit Kit as defined in Scope of Services, Section 6.A herein	18,000 EACH	\$ _____	\$ _____
Total Estimated Annual Cost of Kits - \$ _____			

PROPOSAL B: EFT AND MISCELLANEOUS FEES/CHARGES

The following EFT fees are the only contractually allowed fees that may be charged directly to inmates for any and all additional services outside of the purchase of commissary products. Any additional EFT fees or miscellaneous charges to inmates will not be allowed throughout the life of the contract. **In addition, the EFT fees listed below will be limited to a maximum charge per transaction.**

The following EFT fees for transactions shall be as defined in Scope of Services, Section 3, Sub-Section H, paragraphs 1 through 5:

Proposed fee charge for public debit/credit card deposits\$ _____
through the use of a kiosk. The proposed fee cannot exceed
\$3.00 per transaction.

Proposed fee charge for public credit card deposits through the\$ _____
use of telephone or Internet access. The proposed fee cannot
exceed \$4.95 per transaction.

Proposed fee associated with Pre-paid Debit Card/release\$ _____
transactions. The use of the card is free for the first 72 hours after
release. The maximum fee that can be charged is \$3.00/per day thereafter.

PROPOSAL B: SPECIALTY/VALUE ADDED SERVICES

All specialty/value added items and services must be clearly defined and outlined in detail in order to be reviewed as part of the Contractor's submission.

Inmate Commissary and Banking Services for Escambia County Corrections Department

Exhibit 1

ESCAMBIA COUNTY STORE ITEM LIST

ECCD Health & Beauty and General Merchandise

Description	Description
Acetaminophen-2pk	Contact Lens Case
Hari Brush Club	Ibuprofen-2pk
Shampoo-Dandruff 13.5oz	Soap-Irish Spring
Soap Dish	Colgate Toothpaste
Baby Powder	Cocoa Butter Cream
Coconut Oil Conditioner	Toothpaste-Close Up
Petroleum Jelly	Magic Shave Cream
Balsam Shampoo	Hair Pick
Halls Cough Drops-Menthol	HairFood 4oz
Dial Roll On Deodorant	Shampoo VO5
Conditioner VO5	Toothbrush-Shorty
Styling Gel	Comb
Lotion-Cocoa Butter 18oz	Maxi Pad
Bergamont 4oz	Freshscent Lady's Clear Deodorant
Contact Lens Solution	Body Wash
Efferdent-Each	Shave Cream
Dial Anti-Bacterial Soap 3oz	Tampon
Dalan Spring Shea	Dalan Cocoa Butter
Antacid	Allergy
Denture Adhesive	
Ear Buds	Word Search Book
Playing Cards	Sangean Am/FM Radio w/ Headphones
Tumbler w/Lid	Pocket Dictionary English
Sudoko Book	Eraser for Pencil
Crossword Book	Mechanical Pencil
Reading Glasses 1.50	Reading Glasses 2.00
Reading Glasses 2.50	Reading Glasses 3.00
Reading Glasses 1.00	Reading Glasses 1.25
Reading Glasses 1.75	Reading Glasses 2.25
Reading Glasses 2.75	Reading Glasses 3.25
Legal Pad-White	Reading Glasses 3.50
Batteries AAA- 1 each	Pocket Dictionary Spanish
Stamped Envelope	

Inmate Commissary and Banking Services for Escambia County Corrections Department

Exhibit 1-Continued

ECCD Food and Beverage

Description	Description
Coffee-Decaf Single Serving Sanka	Hot Chocolate-Single Serving
French Vanilla Cappuccino	Drink Mix Fruit Punch 6oz
Drink Mix Cherry 6oz	Drink Mix Grape 6oz
Drink Mix Orange 6oz	Drink Mix Lemonade 6oz
Coffee-Maxwell House Single Serving	Mocha Cappuccino 1oz
Coffee- Maxwell House 3oz	Crystal Light Lemon Single Serving
Crystal Light Strawberry	Creamer Pack 50 each
Sugar Substitute 50 each	St. Street Columbian Coffee
Drink Mix Tea 6oz	Hawaiian Punch
Three Musketeers	Fire Balls- 4oz bag
Butterfinger	Jolly Ranchers- Assorted 4oz bag
M&M Peanuts	Milky Way
Reese Peanut Butter Cup	Snickers
Twix	Baby Ruth
Sugar Free Hard candy	Starburst
Kit Kat	Reese's Pieces
Nestle Crunch	Chick O Sticks
Skittles	Lemonhead
Cheetos 2oz	Cracker P.B. Cheese
Nacho Doritos	BBQ Chips
Fritos Honey Twist	Jalapeno Cheetos
Chips-Regular	Chili Cheese Corn Chips
Snack Crackers	Sweet & Spicy Mix
Ruffles Cheddar and Sour Cream	Peanuts-Salted
Crunch-N-Munch Toffee	Bugles Nacho Cheese Small
BBQ Corn Chips 10oz	Jalapeno Pretzel Bits
Crackers-Cheese on Cheese	Hot N Spicy Corn Chips 10oz
Gardettos Original Mix	Bugles Original
Assorted Granola Bars	Beef Stick
Beef and Cheese Stick	Cheese-Cheddar-PC
Cheese-Jalapeno-PC	Jelly Grape-PC
Mayo-PC	Peanut Butter-PC
Ramen Soup-Beef	Ramen Soup-Chicken
Ramen Soup-Chili	Ramen Soup Picante Beef
Flour Tortillas 10 ct	Runa Fish
Summer Sausage 5oz	Saltines-Box
Chili Rice and Red Beans 4.4 oz	Instant Chili 4oz
Pickle Dill	Ranch Dressing-PC
Salsa Cups-Mild 3oz	Ramen Soup Cajun Chicken

Summer Sausage Jalapeno 5oz	Salami 5oz
Grits-Single	Sardines
Oatmeal Maple and Brown Sugar	Chicken
Duplex Cookies 5oz	Chocolate Cupcakes
Iced Honey Bun 6oz	Vanilla Wafers 10oz
Grandma Choc Chip Cookies	Peanut Butter Cookies 5oz
Grandma Oatmeal Raisin Cookies	Pop Tart Strawberry 2pk
Pop Tart Blueberry 2pk	Cherry Cheese Danish
Apple Danish	Honey Bun Jumbo Glazed

ECCD Clothing

Description	Description
Boxers-2X Large	Boxers-3X Large
Boxers-Large	Boxers-Medium
Boxers-Small	Boxers-X Large
Sports Bra size 34	Sports Bra size 36
Sports Bra size 38	Sports Bra size 40
Sports Bra size 42	Shorts Blue 2X Large
Shorts Blue Large	Shorts Blue Medium
Shorts Blue X-Large	Panties-7
Panties-8	Panties-9
Socks	T-Shirts-3X Large
T-Shirts-4X Large	T-Shirts-Large
T-Shirts-Medium	T-Shirts-Small
T-Shirts-X Large	T-Shirts 2X Large
Thermal Bottoms-Medium	Thermal Bottoms-Large
Thermal Bottoms-X Large	Thermal Bottoms-2X Large
Thermal Bottoms-3X Large	Thermal Bottoms-4X Large
Thermal Top-Small	Thermal Top-Medium
Thermal Top-Large	Thermal Top-X Large
Thermal Top-2X Large	Thermal Top-3X Large
Thermal Top- 4X Large	Panties-6
Panties-10	Sports Bra size 32
Sports Bra size 44	Shorts Blue-4X Large
Clogs sz4	Clogs sz5
Clogs sz 6	Clogs sz7
Clogs sz8	Clogs sz9
Clogs sz10	Clogs sz11
Clogs sz12	Clogs sz13
Clogs sz14	Clogs sz15

Exhibit 2

**ESCAMBIA COUNTY CORRECTIONS CURRENT WEEKLY STORE
DELIVERY SCHEDULE**

<u>BUILDINGS/AREAS TO BE SERVICED</u>	<u>ESTIMATED NUMBER OF INMATES</u>	<u>COMMISSARY ORDER DAY</u>	<u>COMMISSARY DELIVERY DAY</u>
Main Jail, Orange 2 and Blue 2	150 inmates	Wednesday	Thursday
Main Jail Special Housing II/Infirmary	125 inmates	Wednesday	Thursday
Main Jail, Orange 4 and Blue 4	240 inmates	Wednesday	Friday
Main Jail, Blue 6	125 inmates	Thursday	Monday
Main Jail, Green 2 and Red 2	135 inmates	Thursday	Monday
Main Jail, Green 3 and Red 3	155 inmates	Thursday	Tuesday
Work Release, Dorms 1 and 2	135 inmates	Thursday & Friday	Tuesday
Work Release, Dorms 3 and 4	165 inmates	Thursday & Friday	Tuesday
Road Prison	236 inmates	Tuesday	Thursday

Exhibit 3

ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

ENCRYPTION AND CERTIFICATION AUTHORITIES

1.0 Purpose

The purpose of this document is to ensure that all Escambia County Board of County Commissioner's (ECBCC) sensitive data is secured by using strong encryption algorithms that have received substantial public review and have been proven to work effectively. Escambia County Information Technology provides access to a variety of Encryption Services and Enterprise Certification Authorities (CA).

2.0 Scope

This document applies to all data transmitted and stored within the ECBCC information systems. It applies to all ECBCC employees, contractors, consultants, and all other affiliated third parties operating within the ECBCC information systems and networks.

3.0 Policies

3.1 Activity

3.1.1 Any and all activity within and through the ECBCC information systems involving encryption shall require direct involvement and documented approval by the Information Technology Department.

3.1.2 The ISS-ESU shall approve the storage and transfer of any data containing personal information and/or residing in the DMZ.

3.2 Encryption Algorithms

3.2.1 One of the following standard encryption ciphers shall be used to encrypt data. The key length for these algorithms shall be no less than 256 bits:

□□□□□□□□□□□□□□□□□□

· Rijndael (AES)

3.2.2 PGP is an approved encryption standard provided that the PGP private key used to encrypt and /or sign data has been generated using a cipher meeting the requirements in section 3.2.1.

3.3 Data Hashing

The following standard data hashing algorithms shall be used to hash data. The key length for the algorithms shall be no less than 256 bits.

· SHA-2

- PKI

3.4 SSL Certificates

Web Server, SSH, IMAPS, SMTPS SSL certificates should have key lengths of no less than 256 bits.

3.5 Sensitive Data

Any data containing sensitive information, including, but not limited to: name, addresses, phone numbers, email addresses, birthdates, federal/state/local document numbers, account numbers, race or religious information, employee identification numbers and all HIPAA information, should be encrypted when stored and during network transfers.

3.6 DMZ

3.6.1 Any and all activity within and through the ECBCC DMZ shall require direct involvement and documented approval by the Information Technology Department.

3.6.2 Any data accessible within the ECBCC DMZ or directly accessible from it should be encrypted.

3.6.3 Any data accessible within the ECBCC DMZ or directly accessible from it meeting the following criteria shall be encrypted: name, addresses, phone numbers, email addresses, birthdates, federal/state/local document numbers, account numbers, race or religious information, employee identification numbers and all HIPAA information.

3.7 Data Backups

3.7.1 Any backup of ECBCC should be encrypted. Sensitive data as listed in 3.5 of this document shall be backed up using encryption algorithm standards found in 3.2.

3.8 Laptops and Removal Devices

3.8.1 All laptop hard drives should be encrypted.

3.8.2 Any sensitive data (see section 3.5 of this document) stored on laptops and removable devices shall be encrypted.

3.8.3 All individuals who work with sensitive data (see section 3.5 of this document) shall have their laptop hard drives encrypted.

4.0 Guidelines

Exhibit 3

ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

ENCRYPTION AND CERTIFICATION AUTHORITIES - continued

- SSL certificates issued to servers and applications used by internet users should be provided by commercial CA authorities (i.e. Verisign, Thawte) to avoid security warnings from being presented to the end users.
- SSL certificates issued to servers and applications used by internal ECBCC resources should be issued by ECBCC's Certification Authority.

5.0 Enforcement

Any employee found to have violated these policies may be subject to disciplinary action, up to and including termination of employment.

6.0 Definitions

Term Definition

Encryption - Transforming understandable data into a form that is incomprehensible and that looks like random noise.

Hashing - An algorithm that takes an entire message and, through process of shuffling, manipulating, and processing the bytes using logical operations, generates a small message digest of the data.

DMZ De-Militarized Zone – A computer term used for a protected network that sits between the Internet and the corporate network.

Certification Authority (CA) In cryptography, a certificate authority or certification authority (CA) is an entity which issues digital certificates for use by other parties

7.0 Revision History

EXTERNAL DATA HOSTING STANDARD

1.0 Purpose

The purpose of this policy is to establish a standard in order to execute the proper retrieval, storage, transmission, processing, and handling of electronic data.

2.0 Scope

This document applies to all Contractors, networks, systems, and applications that will transmit, process, store, or handle electronic data provided by Escambia County Board of County Commissioner's (ECBCC).

3.0 Audience

This document is intended for distribution to those that are involved in the retrieval, storage, transmission, processing, and handling of electronic data.

4.0 Policies

4.1 Data Input and Processing

Any use of Social Security Number information shall adhere to and abide by Florida Statutes, specifically F.S. 119.071.

4.1.1 The hosted application shall not have access to social security information.

4.1.2 The hosted application shall not have access to data containing bank information.

4.2 Data Storage and Handling

4.2.1 Any data accessible from the hosted application meeting the following criteria shall be encrypted: Name, addresses, phone numbers, email addresses, birthdates, federal/state/local document numbers, account numbers, race or religion information, employee identification numbers, HIPAA and all PCI information.

4.2.2 Any data accessible from the hosted application or directly accessible from it should be encrypted.

4.3 Disposal of Data

Once data is no longer needed or shall be removed from the system it shall be sanitized and disposed using one of the methods below:

4.3.1 Sanitization - Overwriting of data previously stored on a disk or drive with a random pattern of meaningless information.

4.3.2 Destruction - Physically damaging a medium so that it is not usable by any device that may normally be used to read information on the media such as a computer, tape reader, audio or video player.

Exhibit 3

ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

ENCRYPTION AND CERTIFICATION AUTHORITIES - continued

4.3.3 Purging data - Using strong magnetic devices; such as a degausser, it is possible to render data unrecoverable.

4.4 External Audit

4.4.1 The Contractor shall ensure that the web hosting environment and the application is secured using information security best practices.

4.4.2 If deemed necessary by the County, the external service, system, and application shall pass a yearly penetration test performed by Escambia County ISS personnel. This test will be billed to the Contractor.

5.0 Definitions

Term Definition

Bank Information - Checking account numbers, credit card numbers, or any unique number from a bank institution.

Electronic Media - Physical objects on which data can be stored, such as hard drives, zip drives, CD-ROMs, DVDs, USB drives, and tapes.

Sanitization - To expunge data from storage media so that data recovery is impossible.

Physical Destruction - A sanitization method for optical media, such as CDs.

Florida Statue 119.071 - Detailed guidelines on usage of Social Security information.



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 9, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.102 Inmate Commissary and Banking Services for the Escambia County
Corrections Department

All:

Your firm recently received a Request for Proposals for the above-mentioned solicitation. This Addendum Number 1 provides for a clarification regarding the Non-Mandatory Pre-Solicitation Conference.

The Non-Mandatory Pre-Solicitation Conference is scheduled for September 10, 2019 at **3:30 PM**, CDT. Two errors in the solicitation suggested ~~4:00 PM~~. The correct schedule of events related to this RFP is listed on page 18 of 73 of the solicitation document.

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

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 17, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.102 Inmate Commissary and Banking Services for Escambia County Corrections Department

All:

Your firm recently received a Request for Proposals regarding the above-mentioned specification. Due to the volume of questions submitted and requests by potential bidders, this Addendum Number 2 provides an update to the Bid Due Date as well as the following additional calendar changes:

	<u>Old Date</u>	<u>New Date</u>
Last Date for Questions:	September 16, 2019	October 8, 2019
Solicitation Responses Due:	September 23, 2019 at 2:00 PM CDT	October 15, 2019 2:00 PM CDT
Short-List Meeting:	October 1, 2019	October 22, 2019
Discussion/Ranking Meeting:	October 9, 2019 at 1:00 PM CDT	November 6, 2019 1:00 PM CDT
1st Negotiation with Top-Ranked Firm:	October 31, 2019 at 9:00 AM	November 19, 2019 9:00 AM CDT
2nd Negotiation (if necessary):	November 4, 2019 at 1:00 PM	November 21, 2019 1:00 PM CDT
Target Board Date:	December 5, 2019	January 2, 2020

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 1, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.102 Inmate Commissary and Banking Services for Escambia County
Corrections Department

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 3 provides answers to questions which were submitted by potential bidders. The questions and answers are listed on the pages that follow.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

- Q1.** How many lobby kiosks does the current vendor provide at each facility?
A1. Main Jail – 2 (1 at Main Jail, 1 at Video Visitation) and
Road Prison – 1
- Q2.** What are annual commissary sales at each facility (excluding postage, phone time, web sales, and sales tax)?
A2. Main Jail - \$884,942.27
Road Prison - \$274,642.34
- Q3.** What is the current commission rate?
A3. The Main Jail currently receives a 47% commission on commissary sales, while the Road Prison receives a 38% commission on commissary sales excluding tobacco products and 20-ounce beverage vouchers. Those two categories receive a 28% commission.
- Q4.** What is the current ADP for each facility?
A4. Please refer to RFP page 22 of 73 for this information.
- Q5.** How do the inmates currently order commissary at each facility?
A5. Kiosks.
- Q5.1.** What form of ordering is preferred for the new facility?
A5.1. Kiosks are the only permitted method of ordering for the new agreement.
- Q6.** Does the facility utilize debit phone time?
A6. Yes.
- Q6.1** Are the inmates charged a fee to transfer money to their phone account?
A6.1. This will no longer be permitted under the new agreement.
- Q7.** Who is the current food provider?
A7. The Jail utilizes Aramark and the Road Prison provides their meals in-house. The food itself is provided under a separate, multi-award agreement.
- Q8.** Does the facility currently purchase indigent/welfare from the commissary vendor?
A8. Yes, please refer to RFP pages 35 & 36 of 73 for this information.
- Q9.** What is the cost of the current indigent kit?
A9. Indigent Kit (1-Time Only) \$4.49
Indigent Kit Resupply (14-day) \$3.84
Indigent Kit Resupply (60-day) \$4.56
- Q10.** What is the cost of the current New Commit Kit?
A10. The County does not currently purchase New Commit Kits from the Commissary vendor.
- Q11.** Can friends and family order commissary items for inmates via a web site?
A11. Yes.

Q11.1 What are annual sales?

A11.1 Main Jail - \$850,088.07, Road Prison just initiated a program and there are no sales figures available.

Q11.2 Does the facility receive commission on web sales? If so, what is the commission rate on these items?

A11.2 Yes. The commission rate is the same as noted in Q3 above.

Q12. For delivery of commissary orders to inmates, how many delivery personnel does the current vendor employ, how many hours does it take to complete delivery, and what is their rate of pay?

A12. Main Jail Delivery Personnel – 6
 Delivery Time – 4-6 hours on average
 Rate of Pay - \$10-\$16/per hour

Road Prison Commissary items are delivered to the facility by the vendor are distributed by staff at the facility.

The County expects that the new agreement will follow the same protocols.

Q13. What is the current cash transaction fee for lobby kiosks?

A13. Jail – \$2.95 for up to \$100.00, and \$3.95 for deposits over \$100.00.
Road Prison – a \$3.00 fee on all deposits.

Q14. Please list all fees that are commissionable.

A14. Fees are not commissionable.

Q15. For how many dorms will the vendor be required to provide service at the new facility?

A15. Sixteen.

Q16. How many dorm kiosks does the Road Prison have or need?

A16. Two

Q17. How many kiosks will be required in each dorm of the new facility?

A17. Each dorm will need two wired kiosks and the vendor will need to run their own conduit and Cat-5 cables, however, Dorm B, Dorm D, and the Infirmary will require wireless kiosks. The vendor will be allowed to coordinate a connection to the Jail's wireless network with the County's I.T. department. With this connection, the County will be able to authenticate the kiosks based on their wireless NIC MAC address.

Q18. Is the County interested in a secure messaging feature that would allow inmates to message friend and family through a secure portal?

A18. All messages are to be reviewable by the facility. This can be presented as a value-add service during the proposal process.

Q19. Is the facility interested in inmate tables?

A19. This can be presented as a value-add service during the proposal process.

- Q20.** What other fees are charged to the inmate (e.g. medical, booking, etc.)?
A20. There is a \$20.00 Booking Fee that is automatically assessed to the account, along with the \$3.00 daily subsistence fee. Additionally, fees manually assessed include \$3.00 prescription fee as well as \$5.00 and \$10.00 medical fees.
- Q21.** What inmate accounting software is the facility utilizing?
A21. Jail – Core and Work
Road Prison – Lockdown.
- Q22.** In the RFP on Page 39 of 73, Section 9 covering Liquidated Damages, sub-item “A”, how many times under the current contract did the current vendor have to pay \$500.00 for not delivering the commissary orders within four hours?
A22. The County’s current agreement does not include Liquidated Damages. This is applicable for Section 9, sub-items A, B & C.
- Q23.** Please list all hardware that the commissary vendor will be required to provide.
A23. The commissary vendor is required to provide all hardware required for the delivery and provision of Inmate Commissary Services.
- Q24.** What is the Guaranteed Minimum Annual Commission Payment for the previous fiscal year?
A24. The County’s current agreement does not provide for Guaranteed Minimum Annual Commission.
- Q25.** Can the County please provide the most recent FMV survey for the Work Release?
A25. Work Release is part of the Main Jail – under one commissary vendor.
- Q26.** How many individual inmate orders were delivered at the Main Jail for the months of June, July, and August?
A26. Main Jail – Average is 6,200 orders per month.
Road Prison – 361, 492, and 369 respectively.
- Q27.** What is the number of inmate workers used by the current vendor?
A27. Main Jail – On 9/25, there were 9.
Road Prison – N/A
- Q28.** What is the current schedule of inmate workers used by the current vendor?
A28. Pick-up: Between 6:30-7:30 AM, depending on headcount, and back to the floor by 11:30-13:30.
- Q29.** If an off-site operation is chosen, what would be the preferred delivery date and time for the orders to be delivered to the facility?
A29. This would have to be coordinated with the Jail’s schedule at that time.
- Q30.** Please provide the size of the on-site workspace provided to the current commissary vendor at the Main Jail.
A30. We have an estimated 1,150 square feet of space in the current facility that can be utilized for commissary services.

Q31. Does the Main Jail utilize any package programs?

A31. Yes, the current commission rate is 47%.

Gross sales are: June: \$68,735.13
 July: \$74,267.53
 August: \$72,830.18

Average number of orders over the last three months is 1,749, and there is no spending limit.

The Road Prison just started a package program 9/2019 so there is no sales data, however, the commission rate is 38%.

Q32. Does the Main Jail currently utilize a deposit service?

A32. Yes. Please see below for fee structures.

Main Jail – Fee Structure				
Gross Amount Deposited	Credit Card (Web)	Credit Card (Phone)	Credit Card (Lobby Kiosk)	Cash (Lobby Kiosk)
\$0.01 - \$19.99	\$4.95 + 3.5%	\$4.95 + 3.5%	\$4.95 + 3.5%	\$2.95
\$20.00 - \$100.00	\$4.95 + 3.5%	\$4.95 + 3.5%	\$4.95 + 3.5%	\$2.95
\$100.01 - \$199.99	\$4.95 + 3.5%	\$4.95 + 3.5%	\$4.95 + 3.5%	\$3.95
\$200.00 - \$300.00	\$4.95 + 3.5%	\$4.95 + 3.5%	\$4.95 + 3.5%	\$3.95

A32.1 The average dollar amount of deposits for the period of 10/01/2019 – 9/23/2019 is as follows:

Web \$45.51
Phone \$46.98
Kiosk \$91.02

A32.2 The average transaction volume by type for the period of 10/01/2018 – 9/23/2019 is as follows:

Web 13,653 Purchases
Phone 1,907 Purchases
Kiosk 35,924 Purchases

A32.3 The Road Prison does utilize a deposit service and the fee is \$3.00 on ALL deposits.

A32.4 The Road Prison average dollar amount of deposits for the period of June 2019 – August 2019 is as follows:

Web \$44.04
Phone N/A
Kiosk \$41.09

A32.5 The Road Prison average transaction volume by type for the period of June 2019 – August 2019 is as follows:

Web 2,021
Phone N/A
Kiosk 419

Q33. Does the County currently receive a commission on trust fund deposits?

A33. No.

Q34. Will the vendor be responsible for the wiring and installation of the kiosks required in the RFP?

A34. Yes, in addition to the kiosks, the vendor will need to install all wiring and conduit if there is no existing cabling. Where wiring exists, the vendor will need to maintain the wiring network to ensure proper operation of all kiosk units.

Q35. Will the County allow the vendor to install their own network?

A35. Potentially, yes, but this must be approved and then coordinated with the County's I.T. department as well as the Corrections Department.

Q36. Please list the number of kiosks needed at the following locations:

A36. Main Jail 39
Work Release 4
Road Prison 2

Q37. In reference to Page 23, D, (1a), must all five references be facilities where the vendor currently provides Commissary Services?

A37. Yes.

Q38. Were there any sales for Fresh Favorites over the last twelve months?

A38. No.

Q39. How does the County handle confidential documents submitted by the vendor such as financial statements or customer references?

A39. Generally, all information submitted in response to the RFP shall be public record and subject to Florida Statutes regarding public disclosure.

In addition to the Florida Statutes referenced below, please see Escambia County, FL Ordinance Sec. 86-137 – General Registration Conditions, specifically item “(m)” which states:

“Any proprietary confidential business information obtained from a registrant in connection with an application shall be held confidential by the county to the extent required by F.S. § 202.195 provided the registrant notifies the county of such confidential information and identifies same pursuant to state law, including without limitation F.S. Ch. 119.”

Please note that any items marked as confidential must meet Florida Statute definition(s) on what is and is not considered confidential.

- Q40.** Should the vendor own, write, operate and support the provided commissary and banking software for this project?
A40. Please refer to RFP Page 24 of 73, specifically A1, for the answer to this question.
- Q41.** Regarding item 3D10 on Page 28 of 73, is the County wanting the receipt numbers in sequential order to be the only recorded receipt number?
A41. Please see item 3D12 on Page 29 of 73.
- Q42.** For Inmate Release, who is the County's current provider, how many inmates are released on average each month, and does the County intend to issue a debit card to all inmates being released or is there a dollar threshold that must be met?
A42. The provider is Numi and the County currently averages 1,058 released inmates per month. Please see the RFP for complete information on how to handle the return of funds for released inmates.
- Q43.** Regarding cash bond and bail payment services, are bail/bond services included in this RFP?
A43. The County does not currently have the ability to accept and process bond payments.
- Q44.** Who will be responsible for the removal of cash from the lobby and intake kiosks?
A44. The vendor is responsible for removal of the cash from the lobby and intake kiosks.
- Q45.** Please clarify which proposal format is to be utilized. There is one on Page 20 of 73 and another on Page 42 of 73.
A45. Please utilize the proposal format shown in page 42 of 73.
- Q46.** Please provide a copy of the current commissary menus with pricing from each facility, copies of the last three months sales invoices for each facility, and a product sales report for one month from each facility.
A46. These are attached on the pages that follow.

MAIN JAIL SALES/PRODUCT INVOICE

Sales And Commission Report

Print Date: 06/30/2019 01:58:50PM

Start Date: 06/01/2019 12:00:00AM

End Date: 06/30/2019 11:59:59PM

Facility: ESCAMBIA COMMISSARY

Sales #	Category	Net Sales	Tax	Gross Commission		
				Sales	Rate	Commission
209.65	BAKERY PRODUCTS	6,768.83	0.00	6,768.83	47.00%	3,181.35
204.55	BEVERAGES	7,969.31	160.82	8,130.13	47.00%	3,745.58
204.55	BEVERAGES NONTAX	5,481.71	0.00	5,481.71	47.00%	2,576.40
205.00	CANDY	4,121.80	293.44	4,415.24	47.00%	1,937.25
209.14	CLOTHING	2,829.24	207.40	3,036.64	47.00%	1,329.74
211.70	GENERAL MERCHANDISE	3,212.18	222.80	3,434.98	47.00%	1,509.72
209.60	GROCERY	23,360.48	2.40	23,362.88	47.00%	10,979.43
217.30	HEALTH & BEAUTY	5,101.16	323.80	5,424.96	47.00%	2,397.55
217.30	HEALTH & BEAUTY NONTAX	378.90	0.00	378.90	47.00%	178.08
217.30	INDIGENT - HEALTH & BEAUTY	2,181.41	0.00	2,181.41	0.00%	0.00
216.50	POSTAGE	1,358.53	0.00	1,358.53	0.00%	0.00
207.00	SALTY SNACKS	11,377.35	0.00	11,377.35	47.00%	5,347.35
Totals For: ESCAMBIA COMMISSARY		74,140.90	1,210.66	75,351.56		33,182.45 ✓

Facility: ICARE ESCAMBIA FL

Sales #	Category	Net Sales	Tax	Gross Commission		
				Sales	Rate	Commission
209.65	BAKERY PRODUCTS	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES NONTAX	0.00	0.00	0.00	0.00%	0.00
205.00	CANDY	0.00	0.00	0.00	0.00%	0.00
209.14	CLOTHING	0.00	0.00	0.00	0.00%	0.00
204.56	GO CART - BEVERAGE	0.00	0.00	0.00	0.00%	0.00
209.60	GROCERY	0.00	0.00	0.00	0.00%	0.00
217.30	HEALTH & BEAUTY	0.00	0.00	0.00	0.00%	0.00
210.81	ICARE	68,308.25	426.88	68,735.13	47.00%	32,104.88
207.00	SALTY SNACKS	0.00	0.00	0.00	0.00%	0.00
Totals For: ICARE ESCAMBIA FL		68,308.25	426.88	68,735.13		32,104.88

Grand Totals:	142,449.15	1,637.54	144,086.69	65,287.33
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* All commissions are based on net sales. *

MAIN JAIL SALES/PRODUCT INVOICE

Print Date: 07/31/2019 06:12:20PM

Start Date: 07/01/2019 12:00:00AM

End Date: 07/31/2019 11:59:59PM

Facility: ESCAMBIA COMMISSARY

Sales #	Category	Net Sales	Tax	Gross Commission		
				Sales	Rate	Commission
209.65	BAKERY PRODUCTS	5,854.44	0.00	5,854.44	47.00%	2,751.59
204.55	BEVERAGES	7,789.89	196.49	7,986.38	47.00%	3,661.25
204.55	BEVERAGES NONTAX	4,761.24	0.00	4,761.24	47.00%	2,237.78
205.00	CANDY	3,701.18	270.67	3,971.85	47.00%	1,739.55
209.14	CLOTHING	3,303.24	244.17	3,547.41	47.00%	1,552.52
211.70	GENERAL MERCHANDISE	3,099.25	216.34	3,315.59	47.00%	1,456.65
209.60	GROCERY	25,229.91	0.00	25,229.91	47.00%	11,858.06
217.30	HEALTH & BEAUTY	4,888.96	362.69	5,251.65	47.00%	2,297.81
217.30	HEALTH & BEAUTY NONTAX	302.64	0.00	302.64	47.00%	142.24
217.30	INDIGENT - HEALTH & BEAUTY	2,579.12	0.00	2,579.12	0.00%	0.00
216.50	POSTAGE	1,092.81	0.00	1,092.81	0.00%	0.00
207.00	SALTY SNACKS	11,412.53	0.00	11,412.53	47.00%	5,363.89
Totals For: ESCAMBIA COMMISSARY		74,015.21	1,290.36	75,305.57		33,061.34

Facility: ICARE ESCAMBIA FL

Sales #	Category	Net Sales	Tax	Gross Commission		
				Sales	Rate	Commission
209.65	BAKERY PRODUCTS	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES NONTAX	0.00	0.00	0.00	0.00%	0.00
205.00	CANDY	0.00	0.00	0.00	0.00%	0.00
209.14	CLOTHING	0.00	0.00	0.00	0.00%	0.00
204.56	GO CART - BEVERAGE	0.00	0.00	0.00	0.00%	0.00
209.60	GROCERY	0.00	0.00	0.00	0.00%	0.00
217.30	HEALTH & BEAUTY	0.00	0.00	0.00	0.00%	0.00
210.81	ICARE	73,856.87	410.66	74,267.53	47.00%	34,712.73
207.00	SALTY SNACKS	0.00	0.00	0.00	0.00%	0.00
Totals For: ICARE ESCAMBIA FL		73,856.87	410.66	74,267.53		34,712.73
Grand Totals:		147,872.08	1,701.02	149,573.10		67,774.07

* All commissions are based on net sales. Commissary and Banking Services for Escambia County Corrections Department

MAIN JAILS SALES/PRODUCT INVOICE

Sales And Commission Report

Print Date: 09/10/2019 02:38:23PM

Start Date: 08/01/2019 12:00:00AM

End Date: 08/31/2019 11:59:59PM

Facility: ESCAMBIA COMMISSARY

Sales #	Category	Net Sales	Tax	Gross Commission		
				Sales	Rate	Commission
209.65	BAKERY PRODUCTS	6,805.00	0.00	6,805.00	47.00%	3,198.35
204.55	BEVERAGES	8,747.45	190.77	8,938.22	47.00%	4,111.30
204.55	BEVERAGES NONTAX	5,961.20	0.00	5,961.20	47.00%	2,801.76
205.00	CANDY	4,257.56	311.23	4,568.79	47.00%	2,001.05
209.14	CLOTHING	3,474.79	253.73	3,728.52	47.00%	1,633.15
211.70	GENERAL MERCHANDISE	4,085.94	288.10	4,374.04	47.00%	1,920.39
209.60	GROCERY	26,103.10	0.00	26,103.10	47.00%	12,268.46
217.30	HEALTH & BEAUTY	5,392.03	395.57	5,787.60	47.00%	2,534.25
217.30	HEALTH & BEAUTY NONTAX	334.20	0.00	334.20	47.00%	157.07
217.30	INDIGENT - HEALTH & BEAUTY	3,033.34	0.00	3,033.34	0.00%	0.00
216.50	POSTAGE	1,255.60	0.00	1,255.60	0.00%	0.00
207.00	SALTY SNACKS	12,454.75	0.00	12,454.75	47.00%	5,853.73
Totals For: ESCAMBIA COMMISSARY		81,904.96	1,439.40	83,344.36		36,479.53

Facility: ICARE ESCAMBIA FL

Sales #	Category	Net Sales	Tax	Gross Commission		
				Sales	Rate	Commission
209.65	BAKERY PRODUCTS	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES NONTAX	0.00	0.00	0.00	0.00%	0.00
205.00	CANDY	0.00	0.00	0.00	0.00%	0.00
209.14	CLOTHING	0.00	0.00	0.00	0.00%	0.00
204.56	GO CART - BEVERAGE	0.00	0.00	0.00	0.00%	0.00
209.60	GROCERY	0.00	0.00	0.00	0.00%	0.00
217.30	HEALTH & BEAUTY	0.00	0.00	0.00	0.00%	0.00
210.81	ICARE	72,440.40	389.78	72,830.18	47.00%	34,046.99
207.00	SALTY SNACKS	0.00	0.00	0.00	0.00%	0.00
Totals For: ICARE ESCAMBIA FL		72,440.40	389.78	72,830.18		34,046.99

Grand Totals:

	154,345.36	1,829.18	156,174.54	70,526.52
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* All commissions are based on net sales. *

MAIN JAIL COMMISSARY MENU

Advanced Inventory for Aramark

Escambia County Jail FMV

August.2019

HEALTH & BEAUTY													
PLU	Item	Price	SHELL	EXXON	RACE	CIRCLE K	CVS	PEOPLES	WALG	TARGET	AVG	NO TAX	FMV
1000	Acetaminophen - 2 pk	\$1.16	\$ 1.19	\$ 1.49		\$ 1.25					\$ 1.31		\$ 1.31
1489	Allergy	\$1.28	\$ 1.19	\$ 1.49		\$ 1.25					\$ 1.31		\$ 1.31
1041	Antacid	\$1.16	\$ 1.19	\$ 1.49		\$ 1.25					\$ 1.31		\$ 1.31
1018	Ibuprofen - 2 pk	\$1.16	\$ 1.19	\$ 1.49		\$ 1.25					\$ 1.31		\$ 1.31
1165	Antibact Soap	\$1.23			\$ 1.29		\$ 1.10		\$ 1.10		\$ 1.16		\$ 1.16
1035	Baby Powder	\$2.26					\$ 2.39		\$ 1.79	\$ 0.97	\$ 1.72		\$ 1.72
1085	Balsam Shampoo	\$3.42					\$ 3.99		\$ 3.99	\$ 2.99	\$ 3.66		\$ 3.66
1375	Bergamont	\$2.56					\$ 2.99	\$ 1.59	\$ 3.49		\$ 2.69		\$ 2.69
1408	Body Wash 8 oz.	\$2.13					\$ 1.99		\$ 2.00	\$ 0.99	\$ 1.66		\$ 1.66
1478	Bodyguard Deodorant	\$3.69		\$ 2.49			\$ 3.49		\$ 3.79		\$ 3.26		\$ 3.26
1046	Bodywash 12oz	\$2.99					\$ 2.39		\$ 2.99	\$ 2.39	\$ 2.59		\$ 2.59
1036	Cocoa Butter Cream	\$4.06					\$ 4.79		\$ 4.49	\$ 2.99	\$ 4.09		\$ 4.09
1404	Coconut Oil Conditioner	\$3.82					\$ 3.99		\$ 3.99	\$ 2.99	\$ 3.66		\$ 3.66
1032	Colgate Toothpaste	\$2.09					\$ 2.49		\$ 1.79	\$ 1.69	\$ 1.99		\$ 1.99
1186	Comb	\$1.79			\$ 0.99	\$ 1.49	\$ 1.79				\$ 1.42		\$ 1.42
1122	Conditioner V05	\$2.16	\$ 2.49	\$ 1.99			\$ 1.69				\$ 2.06		\$ 2.06
1005	Contact Lens Case	\$2.23					\$ 2.05		\$ 3.99	\$ 1.48	\$ 2.51		\$ 2.51
1400	Contact Lens Solution	\$5.59					\$ 5.79		\$ 5.99	\$ 5.79	\$ 5.86		\$ 5.86
1687	Dalan Cocoa Butter Soap	\$1.23					\$ 1.25		\$ 1.20	\$ 1.00	\$ 1.15		\$ 1.15
1426	Dalan Shea Butter Soap	\$1.23					\$ 1.25		\$ 1.20	\$ 1.00	\$ 1.15		\$ 1.15
1150	Denture Adhesive	\$5.46					\$ 5.59		\$ 5.29	\$ 4.39	\$ 5.09		\$ 5.09
1053	Dial Roll-On Deodorant	\$4.79					\$ 4.19		\$ 5.29	\$ 4.39	\$ 4.62		\$ 4.62
1064	Freshscent Lady's Clear stick deo	\$3.56		\$ 2.49		\$ 3.49	\$ 3.39				\$ 3.12		\$ 3.12
1012	Hair Brush Club	\$3.66					\$ 3.99	\$ 2.49	\$ 4.49		\$ 3.66		\$ 3.66
1086	Hair Pick	\$1.23					\$ 2.69	\$ 1.00	\$ 1.16		\$ 1.62		\$ 1.62
1112	HairFood 4oz	\$3.36					\$ 3.29	\$ 1.59	\$ 3.49		\$ 2.79		\$ 2.79
1093	Halls Cough Drops - Menthol	\$1.48	\$ 1.29	\$ 1.89		\$ 1.69					\$ 1.62		\$ 1.62
1201	Lotion - Cocoa Butter 18oz	\$3.93					\$ 7.59		\$ 7.49	\$ 5.39	\$ 6.82		\$ 6.82
1063	Magic Shave Cream	\$4.62					\$ 4.69	\$ 4.29	\$ 4.99		\$ 4.66		\$ 4.66
1409	Efferdent - Each	\$0.16		SINGLE SERVE ITEM									\$ 0.16
1172	Hair Tie single	\$0.25		SINGLE SERVE ITEM									\$ 0.25
1213	Maxi Pad	\$0.15		SINGLE SERVE ITEM									\$ 0.15
HEALTH & BEAUTY													
PLU	Item	Price	SHELL	TOM	RACE	EXXON	CVS	WALGREENS	FAM \$	TARGET	AVG	NO TAX	FMV
1082	Petroleum Jelly	\$1.50				\$ 2.79	\$ 1.49	\$ 1.99			\$ 2.09		\$ 2.09
1145	Right guard gel deodorant	\$3.69			\$ 3.99	\$ 2.49	\$ 3.89				\$ 3.46		\$ 3.46
1024	Shampoo - Dandruff 13.5 oz	\$6.86					\$ 6.99	\$ 6.99		\$ 5.99	\$ 6.66		\$ 6.66
1121	Shampoo V05	\$2.16	\$ 2.49			\$ 1.99	\$ 1.69				\$ 2.06		\$ 2.06
1422	Shave Cream	\$2.39					\$ 2.39	\$ 1.79		\$ 1.49	\$ 1.89		\$ 1.89
1027	Soap - Irish Spring	\$1.23	\$ 1.59		\$ 1.29		\$ 1.20				\$ 1.36		\$ 1.36

1029	Soap Dish	\$1.86					\$ 1.89	\$ 2.29		\$ 1.09	\$ 1.76		\$ 1.76	
1185	Styling Gel	\$3.13					\$ 2.99	\$ 3.99		\$ 2.99	\$ 3.32		\$ 3.32	
1414	Tampon	\$0.47		SINGLE SERVE ITEM										\$ 0.47
1179	Toothbrush - Shorty	\$0.22		SPECIALIZED ITEM										\$ 0.22
1045	Toothpaste - Close Up	\$1.99					\$ 2.49	\$ 1.79		\$ 1.69	\$ 1.99		\$ 1.99	
1267	VO5 2IN1 Shampoo/Cond	\$2.16	\$ 2.49		\$ 2.29	\$ 1.99	\$ 1.69				\$ 2.12		\$ 2.12	
1113	Cocoa Butter Lotion 4oz.	\$2.19					\$ 2.19	\$ 3.99		\$ 1.49	\$ 2.56		\$ 2.56	
BEVERAGE														
PLU	Item	Price	SHELL	TOM	RACE	EXXON	CVS	WALGREENS	FAM \$	TARGET	AVG	TAX	FMV	
3125	Coffee - Maxwell House 3 oz.	\$ 4.88	\$ 3.09		\$ 4.79	\$ 5.59					\$ 4.49	\$ 0.34	\$ 4.83	
3318	Hawaiian Green Berry 8ct.	\$ 2.88		SIZE NOT SOLD										\$ 2.88
3004	Coffee - Decaf Single Serving Sanka	\$ 0.25		SINGLE SERVE ITEM										\$ 0.25
3002	Coffee-Maxwellhouse Single Serving	\$ 0.30		SINGLE SERVE ITEM										\$ 0.30
3401	Creamer Pouch	\$ 3.79		SPECIALIZED ITEM										\$ 3.79
3137	Crystal Light Lemon Indv.	\$ 0.69		SINGLE SERVE ITEM										\$ 0.69
3196	Crystal Light Strawberry	\$ 0.69		SINGLE SERVE ITEM										\$ 0.69
3046	French Vanilla Cappuccino	\$ 0.49		SINGLE SERVE ITEM										\$ 0.49
3012	Hot Chocolate - Single Serving	\$ 0.30		SINGLE SERVE ITEM										\$ 0.30
3089	Mocha Cappuccino 1 oz.	\$ 0.49		SINGLE SERVE ITEM										\$ 0.49
3406	St. Street Columbian Coffee	\$ 3.95	\$ 4.79		\$ 4.79	\$ 5.59					\$ 5.06	\$ 0.38	\$ 5.44	
3150	Sugar Sub 100 ct Box	\$ 3.99	\$ 3.69					\$ 5.99	\$ 2.00		\$ 3.89	\$ 0.29	\$ 4.19	
3337	Hawaiian Red Punch 8ct	\$ 2.88		SIZE NOT SOLD										\$ 2.88
3338	Hawaiian Berry Blue 8ct.	\$ 2.88		SIZE NOT SOLD										\$ 2.88
3319	Hawaiian Wild Purple 8Ct.	\$ 2.88		SIZE NOT SOLD										\$ 2.88
3052	Drink mix Lemonade 6oz.	\$ 1.75		SINGLE SERVE ITEM										\$ 1.75
3047	Drink Mix Fruit Punch 6oz.	\$ 1.75		SINGLE SERVE ITEM										\$ 1.75
BEVERAGE														
PLU	Item	Price												
3051	Drink Mix Tea 6oz	\$ 1.75		SINGLE SERVE ITEM										\$ 1.75
CANDY														
PLU	Item	Price	SHELL	TOM	RACE	EXXON	CIRCLE K	SM	FAM \$	TARGET	AVG	TAX	FMV	
9016	Baby Ruth	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52	
9003	Butterfinger	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52	
9023	Kit Kat	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52	
9007	M&M Peanuts	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52	
9009	Milky way	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52	
9101	Nestle Crunch	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52	
9011	Reese Peanut Butter Cup	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52	
9012	Skittles	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52	
9013	Snickers	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52	
9022	Starburst	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52	
9001	Three Musketeers	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52	

9015	Twix	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52
9055	Sour Balls	\$ 0.99	\$ 0.89				\$ 1.79	\$ 0.89			\$ 1.19	\$ 0.09	\$ 1.28
9062	All Stars	\$ 0.99	\$ 0.89				\$ 1.79	\$ 0.89			\$ 1.19	\$ 0.09	\$ 1.28
9004	Butterscotch	\$ 0.99	\$ 0.89				\$ 1.79	\$ 0.89			\$ 1.19	\$ 0.09	\$ 1.28
9030	Cinnamon Disk	\$ 0.99	\$ 0.89				\$ 1.79	\$ 0.89			\$ 1.19	\$ 0.09	\$ 1.28
9002	Fire Balls - 4 oz bag	\$ 0.99	\$ 0.89				\$ 1.79	\$ 0.89			\$ 1.19	\$ 0.09	\$ 1.28
9006	Jolly Ranchers - Assrted 4 oz bag	\$ 0.99	\$ 0.89				\$ 1.79	\$ 0.89			\$ 1.19	\$ 0.09	\$ 1.28
9054	Lemonhead	\$ 0.99	\$ 0.89				\$ 1.79	\$ 0.89			\$ 1.19	\$ 0.09	\$ 1.28
9060	Starlight	\$ 0.99	\$ 0.89				\$ 1.79	\$ 0.89			\$ 1.19	\$ 0.09	\$ 1.28
9017	Sugar Free Hard Candy	\$ 0.99	\$ 0.89				\$ 1.79	\$ 0.89			\$ 1.19	\$ 0.09	\$ 1.28
9128	Chick O Sticks	\$ 0.40	\$ 0.89				\$ 1.79	\$ 0.89			\$ 1.19	\$ 0.09	\$ 1.28
CHIPS & SNACKS													
PLU	Item	Price	SHELL	EXXON	RACE	EXXON	CIRCLE K	WALGREENS	FAM \$	TARGET	AVG	TAX	FMV
6117	Jalapeno Pretzel Bits	\$ 0.99	\$ 0.99	\$ 0.99	\$ 0.99						\$ 0.99	\$ 0.07	\$ 1.06
6108	Crackers P.B.Cheese	\$ 0.72	\$ 0.59			\$ 0.59	\$ 0.99				\$ 0.72	\$ 0.05	\$ 0.78
6058	Crunch-N-Munch Toffee	\$ 2.53			SIZE NOT SOLD								\$ 2.53
6207	Hot N Spicy Corn Chips 10 oz.	\$ 3.79	\$ 3.79			\$ 3.79	\$ 3.79				\$ 3.79	\$ 0.28	\$ 4.07
6245	Gardettos Original Mix	\$ 1.01	\$ 0.99		\$ 0.89	\$ 0.99					\$ 0.96	\$ 0.07	\$ 1.03
6197	Sweet & Spicy Mix	\$ 0.62	\$ 0.89		\$ 0.89	\$ 0.99					\$ 0.92	\$ 0.07	\$ 0.99
CHIPS & SNACKS													
PLU	Item	Price	SHELL	EXXON	RACE	CIRCLE K	CVS	EXXON	WALG	TARGET	AVG	TAX	FMV
6049	Peanuts - Salted	\$ 0.62	\$ 0.59	\$ 0.59	\$ 0.59	\$ 0.69					\$ 0.62	\$ 0.05	\$ 0.66
6032	Snack Crackers	\$ 2.84					\$ 2.39	\$ 2.89	\$ 1.99		\$ 2.42	\$ 0.18	\$ 2.61
4048	Vista Saltine Box	\$ 2.75					\$ 2.39	\$ 2.89	\$ 1.99		\$ 2.42	\$ 0.18	\$ 2.61
6096	BBQ Corn Chips 10 oz.	\$ 3.79	\$ 3.79		\$ 3.79	\$ 3.79	\$ 3.79				\$ 3.79	\$ 0.28	\$ 4.07
6349	Crackers - Spicy Cheese	\$ 0.72	\$ 0.59		\$ 0.59	\$ 0.99					\$ 0.72	\$ 0.05	\$ 0.78
6268	Buffalo Pretzel Bits	\$ 0.99	\$ 0.99	\$ 0.99	\$ 0.99						\$ 0.99	\$ 0.07	\$ 1.06
CHIPS & SNACKS													
						SUBW1	SUBW2	SUBW3			AVG	TAX	FMV
6039	Ruffles Cheddar & sour cream	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6009	Nacho Doritos	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6010	Fritos Honey BBQ Twist	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6021	Jalapeno Cheetos	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6000	Doritos Sweet Chili	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6008	Doritos Cool Ranch	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6004	Lay's Salt & Vinegar	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6018	Lay's Sour Cream & Onions	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6012	BBQ Chips	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6001	Cheetos 2 oz.	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6002	Cheetos Flamin Hot	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6031	Chili Cheese Corn Chips	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6026	Chips - Regular	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
FOOD													
PLU	Item	Price	SHELL	TOM	RACE	EXXON	CVS	WALGREENS	FAM \$	TARGET	AVG	TAX	FMV

4001	Beef & Cheese Stick	\$ 1.99	\$ 2.39		\$ 1.99	\$ 2.19					\$ 2.19	\$ 0.16	\$ 2.35
4025	Beef Stew	\$ 4.59	\$ 4.29			\$ 5.49	\$ 3.89				\$ 4.56	\$ 0.34	\$ 4.90
4000	Beef Stick	\$ 1.49	\$ 1.49			\$ 1.49	\$ 1.79				\$ 1.59	\$ 0.12	\$ 1.71
4095	Hot Pepper Cheese Stick	\$ 2.99		SPECIALIZED ITEM									\$ 2.99
4003	Chicken Pouch	\$ 3.75		SPECIALIZED ITEM									\$ 3.75
4115	Chili Rice an Red Beans 4.4 oz	\$ 2.14		SPECIALIZED ITEM									\$ 2.14
4026	Chilli w/ Beans	\$ 4.39		SPECIALIZED ITEM									\$ 4.39
4501	Fish Steak	\$ 2.68	\$ 1.79			\$ 2.09	\$ 2.09				\$ 1.99	\$ 0.15	\$ 2.14
4320	Flour Tortillas 10 ct	\$ 2.49		SIZE NOT SOLD									\$ 2.49
4057	Grits - Box	\$ 5.88	\$ 2.79				\$ 4.99			\$ 2.39	\$ 3.39	\$ 0.25	\$ 3.64
4002	Cheese - Cheddar - PC	\$ 0.96		SPECIALIZED ITEM									\$ 0.96
4007	Cheese - Jalapeno - PC	\$ 0.96		SPECIALIZED ITEM									\$ 0.96
FOOD													
PLU	Item	Price	SHELL	TOM	RACE	CIRCLE K	CVS	EXXON	TARGET	WALG	AVG	TAX	FMV
4193	Ranch Dressing PC	\$ 0.79		SINGLE SERVE ITEM									\$ 0.79
4008	Jelly Grape - PC	\$ 0.30		SINGLE SERVE ITEM									\$ 0.30
4009	Mayo - PC	\$ 0.79		SINGLE SERVE ITEM									\$ 0.79
4011	Peanut Butter - PC	\$ 0.69		SINGLE SERVE ITEM									\$ 0.69
4091	Nacho Cheese Dip cup	\$ 1.19		SINGLE SERVE ITEM									\$ 1.19
4116	Instant Chili 4 oz	\$ 1.77		SPECIALIZED ITEM									\$ 1.77
4164	Jalapeno slices	\$ 0.85		SINGLE SERVE ITEM									\$ 0.85
4055	Oatmeal Maple& brown sugar	\$ 4.90					\$ 4.99		\$ 2.39		\$ 3.69	\$ 0.28	\$ 3.97
4151	Pickle Dill	\$ 1.71	\$ 1.79			\$ 1.29		\$ 1.79			\$ 1.62	\$ 0.12	\$ 1.75
4004	Titos Hot Pickle	\$ 1.62	\$ 1.79			\$ 1.29		\$ 1.79			\$ 1.62	\$ 0.12	\$ 1.75
4262	Salsa Cups - Mild 3 oz	\$ 1.43	\$ 1.19	\$ 1.19	\$ 1.19						\$ 1.19	\$ 0.09	\$ 1.28
4308	Sardines	\$ 2.06	\$ 1.79				\$ 2.09	\$ 2.09			\$ 1.99	\$ 0.15	\$ 2.14
4013	Ramen Soup - Beef	\$ 0.83	\$ 0.69			\$ 0.79	\$ 0.69	\$ 0.79			\$ 0.74	\$ 0.06	\$ 0.80
4014	Ramen Soup - Chicken	\$ 0.83	\$ 0.69			\$ 0.79	\$ 0.69	\$ 0.79			\$ 0.74	\$ 0.06	\$ 0.80
4015	Ramen Soup - Chili	\$ 0.83	\$ 0.69			\$ 0.79	\$ 0.69	\$ 0.79			\$ 0.74	\$ 0.06	\$ 0.80
4281	Ramen Soup Cajun Chicken	\$ 0.83	\$ 0.69			\$ 0.79	\$ 0.69	\$ 0.79			\$ 0.74	\$ 0.06	\$ 0.80
4016	Ramen Soup Picante Beef	\$ 0.83	\$ 0.69			\$ 0.79	\$ 0.69	\$ 0.79			\$ 0.74	\$ 0.06	\$ 0.80
4295	Salami 5oz	\$ 2.79		SIZE NOT SOLD									\$ 2.79
4070	Spicy Meat & Cheese stick	\$ 1.99	\$ 2.39			\$ 2.19		\$ 2.29			\$ 2.29	\$ 0.17	\$ 2.46
4292	Summer Sausage 5oz.	\$ 2.79		SIZE NOT SOLD									\$ 2.79
4293	Summer Sausage Jalapeno 5oz	\$ 2.79		SIZE NOT SOLD									\$ 2.79
4359	Tuna Fish	\$ 2.17	\$ 2.49				\$ 1.79			\$ 1.79	\$ 2.02	\$ 0.15	\$ 2.18
COOKIES & PASTRIES													
PLU	Item	Price	SHELL	TOM	RACE	CIRCLE K	CVS	WALGREENS	FAM \$	TARGET	AVG	TAX	FMV
5093	Apple Danish	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5094	Banana Cupcake	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5098	Blueberry Danish	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5064	Cherry Cheese Danish	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5005	Chocolate Cupcakes	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85

5025	Big Texas Cinnamon Roll	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5353	Cinnamon Swirl Bun	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5070	Grandma Brownie Cookies	\$ 0.99	\$ 0.99	\$ 0.99	\$ 0.99						\$ 0.99	\$ 0.07	\$ 1.06
COOKIES & PASTRIES													
PLU	Item	Price	SHELL	EXXON	RACE	CIRCLE K	CVS	SM	FAM \$	TARGET	AVG	TAX	FMV
5024	Grandma Choc Chip Cookies	\$ 0.99	\$ 0.99	\$ 0.99	\$ 0.99						\$ 0.99	\$ 0.07	\$ 1.06
5047	Grandma Oatmeal Raisin Cookies	\$ 0.99	\$ 0.99	\$ 0.99	\$ 0.99						\$ 0.99	\$ 0.07	\$ 1.06
5044	Grandma Peanut Butter cookies	\$ 0.99	\$ 0.99	\$ 0.99	\$ 0.99						\$ 0.99	\$ 0.07	\$ 1.06
5133	Honey Bun Jelly Swirl	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5091	Honey Bun Jumbo Glazed	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5008	Iced Honey Bun 6 oz	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5258	Red Velvet Cupcake	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5066	Strawberry Danish	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5278	Peanut Butter Cupcake	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5104	Vanilla Cupcake	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5367	Duplex Cookies 5 oz	\$ 0.96	\$ 0.99	\$ 0.99				\$ 0.99			\$ 0.99	\$ 0.07	\$ 1.06
5161	Lemon Sandwich Cookies 5 oz	\$ 0.96	\$ 0.99	\$ 0.99				\$ 0.99			\$ 0.99	\$ 0.07	\$ 1.06
5056	Peanut Butter Cookies 5 oz	\$ 0.96	\$ 0.99	\$ 0.99				\$ 0.99			\$ 0.99	\$ 0.07	\$ 1.06
5372	Strawberry Sandwich Cookies 5 oz	\$ 0.96	\$ 0.99	\$ 0.99				\$ 0.99			\$ 0.99	\$ 0.07	\$ 1.06
5018	Vanilla Wafers 10 oz	\$ 2.09			SIZE NOT SOLD								\$ 2.09
5062	Pop Tart Blueberry 2 pk	\$ 1.12	\$ 1.09			\$ 1.19	\$ 1.00				\$ 1.09	\$ 0.08	\$ 1.18
5060	Pop Tart Strawberry 2 pk	\$ 1.12	\$ 1.09			\$ 1.19	\$ 1.00				\$ 1.09	\$ 0.08	\$ 1.18
GENERAL MERCHANDISE													
PLU	Item	Price	SHELL	TOM	RACE	EXXON	CVS	WALGREENS	FAM \$	TARGET	AVG	TAX	FMV
7110	Batteries AA 1 each	\$ 0.80		SSI								\$ -	\$ 0.80
7033	Crossword Book	\$ 3.66					\$ 2.99	\$ 2.99		\$ 2.99	\$ 2.99	\$ 0.22	\$ 3.21
7027	Sudoku Book	\$ 3.66					\$ 2.99	\$ 2.99		\$ 2.99	\$ 2.99	\$ 0.22	\$ 3.21
7003	Word Search Book	\$ 3.66					\$ 2.99	\$ 2.99		\$ 2.99	\$ 2.99	\$ 0.22	\$ 3.21
7002	Ear Buds	\$ 6.99					\$ 9.99	\$ 6.99		\$ 6.99	\$ 7.99	\$ 0.60	\$ 8.59
7099	Legal Pad - White	\$ 1.99					\$ 2.29	\$ 1.50		\$ 1.25	\$ 1.68	\$ 0.13	\$ 1.81
7010	Playing Cards	\$ 3.09	\$ 2.89				\$ 4.79			\$ 2.99	\$ 3.56	\$ 0.27	\$ 3.82
7383	Flex Pen Black	\$ 0.47		SPECIALIZED ITEM									\$ 0.47
7032	Eraser for Pencil	\$ 0.20		SINGLE SERVE ITEM									\$ 0.20
7023	Pocket Dictionary English	\$ 2.99		SPECIALIZED ITEM									\$ 2.99
7228	Pocket Dictionary Spanish	\$ 2.99		SPECIALIZED ITEM									\$ 2.99
7011	Radio w/earbuds	\$ 41.75		SPECIALIZED ITEM									\$ 41.75
7076	Reading Glasses 1.00	\$ 9.99						\$ 9.99	\$ 6.00	\$ 9.99	\$ 8.66	\$ 0.65	\$ 9.31
7077	Reading Glasses 1.25	\$ 9.99						\$ 9.99	\$ 6.00	\$ 9.99	\$ 8.66	\$ 0.65	\$ 9.31
7039	Reading Glasses 1.50	\$ 9.99						\$ 9.99	\$ 6.00	\$ 9.99	\$ 8.66	\$ 0.65	\$ 9.31
GENERAL MERCHANDISE													
PLU	Item	Price	CVS	WALGREENS	FAM \$	TARGET					AVG	TAX	FMV
7078	Reading Glasses 1.75	\$ 9.99	\$ 9.99	\$ 9.99	\$ 6.00						\$ 8.66	\$ 0.65	\$ 9.31
7040	Reading Glasses 2.00	\$ 9.99	\$ 9.99	\$ 9.99	\$ 6.00						\$ 8.66	\$ 0.65	\$ 9.31

7079	Reading Glasses 2.25	\$ 9.99	\$ 9.99	\$ 9.99	\$ 6.00						\$ 8.66	\$ 0.65	\$ 9.31
7041	Reading Glasses 2.50	\$ 9.99	\$ 9.99	\$ 9.99	\$ 6.00						\$ 8.66	\$ 0.65	\$ 9.31
7080	Reading Glasses 2.75	\$ 9.99	\$ 9.99	\$ 9.99	\$ 6.00						\$ 8.66	\$ 0.65	\$ 9.31
7042	Reading Glasses 3.00	\$ 9.99	\$ 9.99	\$ 9.99	\$ 6.00						\$ 8.66	\$ 0.65	\$ 9.31
7081	Reading Glasses 3.25	\$ 9.99	\$ 9.99	\$ 9.99	\$ 6.00						\$ 8.66	\$ 0.65	\$ 9.31
7120	Reading Glasses 3.50	\$ 9.99	\$ 9.99	\$ 9.99	\$ 6.00						\$ 8.66	\$ 0.65	\$ 9.31
7016	Tumbler w/Lid	\$ 0.70		SPECIALIZED ITEM									\$ 0.70
CLOTHING													
PLU	Item	Price	SHELL	SM	RACE	EXXON	CVS	WALGREENS	FAM \$	TARGET	AVG	TAX	FMV
8000	Boxers - 2X Large	\$ 3.95	\$ 3.99	\$ 3.99					\$ 3.88		\$ 3.95	\$ 0.30	\$ 4.25
8001	Boxers - 3X Large	\$ 3.95	\$ 3.99	\$ 3.99					\$ 3.88		\$ 3.95	\$ 0.30	\$ 4.25
8003	Boxers - Large	\$ 3.95	\$ 3.99	\$ 3.99					\$ 3.88		\$ 3.95	\$ 0.30	\$ 4.25
8004	Boxers - Medium	\$ 3.95	\$ 3.99	\$ 3.99					\$ 3.88		\$ 3.95	\$ 0.30	\$ 4.25
8005	Boxers - Small	\$ 3.95	\$ 3.99	\$ 3.99					\$ 3.88		\$ 3.95	\$ 0.30	\$ 4.25
8006	Boxers - X Large	\$ 3.95	\$ 3.99	\$ 3.99					\$ 3.88		\$ 3.95	\$ 0.30	\$ 4.25
8418	Clogs Sz 10	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8419	Clogs Sz 11	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8420	Clogs Sz 12	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8421	Clogs Sz 13	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8422	Clogs Sz 14	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8423	Clogs Sz 15	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8412	Clogs Sz 4	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8413	Clogs Sz 5	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8414	Clogs Sz 6	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8415	Clogs Sz 7	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8416	Clogs Sz 8	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8417	Clogs Sz 9	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8088	Panties - 10	\$ 3.61					\$ 4.16	\$ 3.00		\$ 3.49	\$ 3.55	\$ 0.27	\$ 3.82
8087	Panties - 6	\$ 3.61					\$ 4.16	\$ 3.00		\$ 3.49	\$ 3.55	\$ 0.27	\$ 3.82
8020	Panties - 7	\$ 3.61					\$ 4.16	\$ 3.00		\$ 3.49	\$ 3.55	\$ 0.27	\$ 3.82
8021	Panties - 8	\$ 3.61					\$ 4.16	\$ 3.00		\$ 3.49	\$ 3.55	\$ 0.27	\$ 3.82
CLOTHING													
PLU	Item	Price	SHELL	SM	RACE	EXXON	CVS	\$ GENERAL	FAM \$	TARGET	AVG	TAX	FMV
8022	Panties - 9	\$ 3.61					\$ 4.16	\$ 3.00		\$ 3.49	\$ 3.55	\$ 0.27	\$ 3.82
8012	Shorts Blue 2X-Large	\$ 10.00						\$ 7.00	\$ 6.00	\$ 12.99	\$ 8.66	\$ 0.65	\$ 9.31
8411	Shorts Blue 4X-Large	\$ 10.00						\$ 7.00	\$ 6.00	\$ 12.99	\$ 8.66	\$ 0.65	\$ 9.31
8013	Shorts Blue Large	\$ 10.00						\$ 7.00	\$ 6.00	\$ 12.99	\$ 8.66	\$ 0.65	\$ 9.31
8014	Shorts Blue Medium	\$ 10.00						\$ 7.00	\$ 6.00	\$ 12.99	\$ 8.66	\$ 0.65	\$ 9.31
8015	Shorts Blue X-Large	\$ 10.00						\$ 7.00	\$ 6.00	\$ 12.99	\$ 8.66	\$ 0.65	\$ 9.31
8036	Socks	\$ 1.79							\$ 6.00		\$ 6.00	\$ 0.45	\$ 6.45
8109	Sports Bra size 32	\$ 11.76					\$ 13.79		\$ 4.00	\$ 16.99	\$ 11.59	\$ 0.87	\$ 12.46
8007	Sports Bra size 34	\$ 11.76					\$ 13.79		\$ 4.00	\$ 16.99	\$ 11.59	\$ 0.87	\$ 12.46
8008	Sports Bra size 36	\$ 11.76					\$ 13.79		\$ 4.00	\$ 16.99	\$ 11.59	\$ 0.87	\$ 12.46

8009	Sports Bra size 38	\$ 11.76				\$ 13.79		\$ 4.00	\$ 16.99	\$ 11.59	\$ 0.87	\$ 12.46
8010	Sports Bra size 40	\$ 11.76				\$ 13.79		\$ 4.00	\$ 16.99	\$ 11.59	\$ 0.87	\$ 12.46
8011	Sports Bra size 42	\$ 11.76				\$ 13.79		\$ 4.00	\$ 16.99	\$ 11.59	\$ 0.87	\$ 12.46
8353	Sports Bra size 44	\$ 11.76				\$ 13.79		\$ 4.00	\$ 16.99	\$ 11.59	\$ 0.87	\$ 12.46
8052	Thermal Bottom - 2XLarge	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8053	Thermal Bottom - 3XLarge	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8054	Thermal Bottom - 4XLarge	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8050	Thermal Bottom - Large	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8049	Thermal Bottom - Medium	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8051	Thermal Bottom - XLarge	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8058	Thermal Top - 2XLarge	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8059	Thermal Top - 3XLarge	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8060	Thermal Top - 4XLarge	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8056	Thermal Top - Large	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8055	Thermal Top - Medium	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8057	Thermal Top - XLarge	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8047	T-Shirts - XLarge	\$ 5.49	\$ 4.99	\$ 5.99		\$ 5.99				\$ 5.66	\$ 0.42	\$ 6.08
8048	T-Shirts - 2XLarge	\$ 5.49	\$ 4.99	\$ 5.99		\$ 5.99				\$ 5.66	\$ 0.42	\$ 6.08
8042	T-Shirts - 3XLarge	\$ 5.49	\$ 4.99	\$ 5.99		\$ 5.99				\$ 5.66	\$ 0.42	\$ 6.08
8043	T-Shirts - 4XLarge	\$ 5.49	\$ 4.99	\$ 5.99		\$ 5.99				\$ 5.66	\$ 0.42	\$ 6.08
8044	T-Shirts - Large	\$ 5.49	\$ 4.99	\$ 5.99		\$ 5.99				\$ 5.66	\$ 0.42	\$ 6.08
8045	T-Shirts - Medium	\$ 5.49	\$ 4.99	\$ 5.99		\$ 5.99				\$ 5.66	\$ 0.42	\$ 6.08
8046	T-Shirts - Small	\$ 5.49	\$ 4.99	\$ 5.99		\$ 5.99				\$ 5.66	\$ 0.42	\$ 6.08
Indigent Kits												
PLU	Item	Price								AVG	TAX	FMV
7287	Indigent Supply (1 Time Only)	\$ 4.49		SPECIALIZED ITEM								\$ 4.49
2714	Indigent Resupply (14 Day)	\$ 3.84		SPECIALIZED ITEM								\$ 3.84
2715	Indigent Resupply (60 Day)	\$ 4.56		SPECIALIZED ITEM								\$ 4.56
POSTAGE												
PLU	Item	Price								AVG	TAX	FMV
2001	Stamped Envelope	\$ 0.73		SINGLE SERVE ITEM								\$ 0.73
PHONE TIME												
PLU	Item	Price								AVG	TAX	FMV
2049	Phone Time	\$ 1.00		SPECIALIZED ITEM								\$ 1.00

JAIL ADDRESS:
Escambia County Jail
1700 W Leonard St
Pensacola, FL 32501

Stores Visited:
Circle K - 4450 Bayon Blvd, Pensacola, FL 32503

Smart Mart - 1412 W. Fairfield Dr, Pensacola, FL 32503
Exxon - 2800 W Fairfield Dr, Pensacola, FL 32503
Target - 4711 Bayou Blvd, Pensacola, FL 32505
Raceway - 2741 W Fairfield Dr, Pensacola, FL 32505
Shell - 3900 N. Davis Hwy, Pensacola, FL 32503
Wallgreens - 85 Beverly Pkwy, Pensacola, FL 32505
People's Beauty Supply - 3886 N 9th Ave, Pensacola, FL 32503
CVS - 3880 N. 9th Ave, Pensacola, FL 32503
Family Dollar - 1817 W Fairfield Dr, Pensacola, FL 32505
Subway 1 - 3101 N. Pace Blvd, Pensacola, FL 32505
Subway 2 - 5007 N. Davis Hwy, Pensacola, FL 32505
Subway 3 - 120 Chiefs Way, Pensacola, FL 32507
Dollar General 6601 N. Davis Hwy, Pensacola, FL 32504

ROAD PRISON COMMISSARY MENU

ID: _____ Printed Name: _____

Location: _____ Signature: _____ Revised 9/17/2019

Date: _____ *I authorize the deduction of funds to pay for the items selected.

CLOTHING					
10549	Orange Canvas Shoes Size 7	10.36	1686	Valentines Dav Card	1.49
10550	Orange Canvas Shoes Size 8	10.36	1687	All Occasion Card	1.49
10551	Orange Canvas Shoe Size 9	10.36	1688	Easter Card	1.49
10552	Orange Canvas Shoe Size 10	10.36	1689	Friendship Cards	1.49
10553	Orange Canvas Shoe Size 11	10.36	1690	I Love You Cards	1.49
10554	Orange Canvas Shoe Size 12	10.36	1991	AAA (4 pack)	3.25
10555	Orange Canvas Shoe Size 13	10.36	50546	Clear AM/FM Radio (uses AAA)	31.50
10556	Orange Canvas Shoe Size 14	10.36		CANDY	
PERSONAL HYGIENE					
1320	Neutrogena Soap	6.68	1696	Twizzlers LSC	1.28
1396	Ivorv Toothbrush (TB30)	0.49	1700	Big Reese Cup	1.38
1400	Crest Toothpaste(4.6oz.)	3.19	1701	3 Musketeer Non UPC	1.16
1401	Closeup Toothpaste	3.18	1703	M&M Peanut Non UPC	1.16
1407	Toothbrush Holder	0.85	1704	Starburst Non UPC	1.16
1408	Plastic Soan Dish	1.25	1705	Snickers Non UPC	1.16
1410	Pocket Comb - 5"	0.61	1706	Skittles Non UPC	1.16
1414	Stavdent Denture Adhesive Cream	4.48	1707	Whonners	1.16
1416	Denture Cleaner Tablets (6pk)	0.78	1708	Milky Wav Non UPC	1.16
1417	Denture Bath	3.12	1709	Now & Later	1.16
1424	Noxzema	3.42	1710	Kit Kat - LSC	1.38
1426	Irish Spring	1.72	1712	Whatchamacallit	1.38
1427	Ultra Brite w/Advanced Whitening	3.17	1713	Twix Non UPC	1.16
1428	Foot Powder	3.70	1714	Jelly Beans	1.24
1434	Blistex Lin Therapy	2.90	1715	Baby Ruth	1.16
1435	Magic Shave Cream Tube	4.83	1716	Fast Break	1.16
1436	Mennon Clear Speed Stick	3.65	1717	Butterfinger	1.16
1438	Murray's Superior Hair Dressing.	4.28	1721	Jaw Breakers	1.28
1439	Sure Deod.	3.14	1722	Sour Fruit Balls	1.28
1440	Cocoa Butter Stick	2.25	1723	Atomic Fire Balls	1.28
1444	Palmolive Deod. Soan	1.28	1724	Jolly Ranchers	1.58
1446	Dawn Mist 3 oz. Soan (SP30)	0.95	1726	Butterscotch Buttons	1.24
1450	Anti Fungal Cream	4.81	1728	Lemon Heads	1.18
1452	Lady Speed Stick	3.12	1731	Chick O Stick	0.79
1454	Ivorv Soap	1.07	1734	Ole School Corn Flake Chewy	1.21
1455	Ambi Complexion Bar	3.47	1742	M&M Plain Non UPC	1.16
1456	Ambi Cocoa Butter Soap	3.47	1746	Hershev's Gold Candy Bar	1.16
1458	Dial Soan - 3.5 oz.	1.66		BEVERAGES	
1459	Dove soap	2.53	1106	Coca Cola Voucher	1.50
1463	Multi Purpose Solution	5.22	1125	Ind. S.F. Grape Drink Mix(10 ct.)	3.06
1476	BP35 4oz Baby Powder	1.22	1127	Tasters Choice Hazlenut	0.39
1477	BA 3312 4oz Baby Oil	1.44	1298	Hawaiian Punch Fruit Juicy Red Singl	2.85
1478	4oz Cocoa Butter Lotion	1.20	1300	Swiss Miss	0.47
1479	MS3367 4oz Shampoo and Body Bath	1.24	1301	Canri Sun Juice	0.79
1480	HC3336 4oz Conditioner	1.24	1302	Ind. Orange Drink Mix	0.46
1482	Lusti Hair Food	2.40	1304	Ind. Ice Tea Mix	0.46
1483	Shampoo, Shave Gel, Body Wash 4 oz	1.24	1305	Boston's Best Columbian	4.70
1484	4 oz. Tearless Shampoo	1.24	1306	Yoo Hoo	0.89
1494	2 oz mouthwash - MR02	0.75	1307	Taster's Choice Ind. Coff.	0.39
1498	4 oz. Dandruff Shampoo	1.53	1310	Ind. Fr. Punch Mix	0.46
1499	Suave Body Wash - 12oz.	4.30	1312	Ind. S.F. Lem. Drink Mix (10 ct.)	3.06
			1313	Ind. S.F. Orange (10 ct.)	3.06
			1314	Ind. S.F. Fr. Punch (10 ct.)	3.06
				CHIPS / SNACKS	
19101	Generic Tylenol	0.63	1087	Marias Cookies	1.44
19102	Advil	0.63	1092	Sharp Squeeze Cheese(14 oz.bottle)	5.62
19103	Alka Seltzer	0.90	1096	Jalapeno Cheese Squeeze Bottle	4.75
19105	Roloids / Tums	1.18	1097	French Onion Din 6.35 oz	2.25
19108	Hydrocortisone Cream	0.42	1098	Cheddar Cheese Din 6.35 oz	2.25
19110	Hemorrhoidal Ointment	4.35	1308	Frosted Flakes 1 oz.	0.82
19113	Halls Cherrv Cough Drops	0.91	1319	Raisin Bran Cereal 1.25 oz.	0.82
19116	ClearZit Acne Cream	2.71	1573	Ind. Peanut Butter Pack	0.80
			1574	Ind. Jelly Pack	0.59
			1575	ketchun (12 ct.)	1.73
			1576	mustard (12 ct.)	1.73
			1577	mavo (12 ct.)	2.16
			1578	Hot sauce (10 ct.)	1.73
			1579	Ind. Suoar Packs (10ct.)	0.76
			1580	Ind. Cream Packets (20ct.)	1.37
			1600	Ramen Chili	0.82
			1601	Ramen Chicken	0.82
			1602	Ramen Beef	0.82
			1606	Ramen Caiun Chicken	0.82
			1607	Ramen Shrimo	0.82
			1608	Sweet Sue Chicken Pouch	5.95
			1609	Western Style Hot Chili	2.80
			1610	Chili w/Beans Pouch	2.80
			1611	Beef Stew Pouch	2.80
			1735	Grandma Peanut Butter Cookie	1.16
			1795	Banana Nut Muffin 4.5 oz.	2.75
			1796	Blueberrv Muffins 4.5 oz.	2.75
			1798	Strawberrv Poptart	1.06
			1799	Iced Oatmeal Cookie 5oz	1.27
			1800	Nuttv Buddv Bar	1.16
			1801	Fudze Brownie	0.79
			1802	Honey Bun 4 oz.	1.16
			1808	Lemon Cream Cookies (5 oz.)	1.17
			1809	Peanut Butter Cr. Cookie 5 oz.	1.17
			1810	Powdered Gem Donuts	1.16
			1812	Iced Honey Bun	1.21
			1813	Dunlex Cream Cookie 5 oz.	1.27
			1814	Strawberrv Cream Cookies (5 oz.)	1.17
			1816	Banana Moon Pie	1.40
			1818	Granola Bar	1.01
			1821	Van-O-Lunch Cookies	0.76
			1823	Vanilla Moon Pie	1.40
			1824	Lookout Pecan Pie	1.88
			1826	Toastchee Snicv Cheddar	0.76
			1899	Snack Crackers (large bx)	4.92
			1900	Chocolate Chin Cookies 5oz	1.27
			1902	Jav's Jalapeno Cruncher Chins	0.86
			1903	Kosher Dill Chio	0.86
			1905	Dorito Nacho - LSS	1.35
			1906	Hot Buffalo Wing Chins	0.86
			1907	Jalapeno Cheeto - LSS	1.35
			1908	Sndvers Hot Buffalo Pieces L.SS	1.35
			1910	Saltines	0.46
			1911	Toastchee Cracker	0.76
			1912	Cheese on Wheat Crackers	0.76
			1916	Peanut Bar	0.88
			1918	Suzar Free Vanilla Wafers	0.87
			1924	Voodoo Chins LSS	1.35
			1925	Hot and Snicv Chins	0.86
			1926	White Cheddar Poncorn	0.86
			1927	Jalapeno Pomners Curls	0.86
			1928	Sour Cream & Onion Chins	0.86
			1929	Salted Peanuts	0.76
			1930	Lavs Plain - LSS	1.26
			1931	Kars Sweet N Saltv Mix 3.5 oz.	1.89
			1932	Sndvers Jalapeno Pieces - LSS	1.35
			1935	Malt Crackers	0.76
			1936	Nekot Cookies	0.76
			1937	Baby Back Ribs Potato Chins - L.SS	1.35
			1938	Honey Mustard w/Onion Pieces	1.35
			1940	Big Bag Hot Pork Skin	2.25
			1941	Big Bag BBO Pork Skins	2.25
			1943	Ranch Dressing Individual	0.55
			1945	Pepperoni Sticks	4.60
			1947	Beef Jerky	1.75
			1948	Creamy Ranch Habanero Chins	0.86
			1951	Kars Sweet & Snicv Mix	4.25
			1952	Tiuauna Mama Hot Sausage	1.99
			1954	Gold-n-Cheese Crackers	0.76
			1955	Combos Pretzel	1.59
			1964	Kar Sriracha Peanuts - 3.5 oz.	1.92
			1968	Takis Fuego - 2 oz.	2.40
			1975	Chicken of Sea Mackerel	3.12
			1979	Beef Summer Sausage	2.26
			1980	Beef & Cheddar Cheese Stick	0.86
			1982	Jalapeno Slices	1.00
			1983	Snam	2.67
			1985	Star Kist Tuna Kit	3.61
			1986	Fresh Catch Sardine in Hot Sauce	1.95
			1997	Flour Tortilla Shells	1.74
			1998	Med. Salsa Cup (3 oz. cup)	1.12
			2005	Bacon Flavored Refried Beans	2.04
			2010	Big Tuna Pouch	3.28
			2012	Grocery Size Sour Cream Chins	3.28
			2013	Grocery Size BBO Chins	3.28
			2014	Grocery Size Hot Potato Chins	3.28
			2018	Bag of Butterfinger Cookies	3.09
			2019	Big Haus Hot Jalapeno Beef Stick	3.04
			2023	Grocery Size Cheese Curls	3.68
			2032	Fudze Toaster Pastrv	1.01
			2055	Grocery Size Cheese Puffs	4.88
			2064	Kars Original Trail Mix	1.36
			2070	Frito Lavs Baked BBO Chins	1.16
			2077	Herrs Baked Cheddar Chins	0.99
			2743	Ouaker Snack Mix Baked Cheddar	1.56
			2744	Nature Valley Sweet & Saltv Peanut B	1.56
			5302	Cinnamon Swirl Bun	1.16
			6165	Chocolate Cupcakes	1.75
				TOBACCO	
			1204	Newnorts CARTON	72.90

ID: _____ Printed Name: _____
Location: _____ Signature: _____ Revised
Date: _____ *I authorize the deduction of funds to pay for the items selected. 9/17/2019

1205	___ Newports Packs	8.37
1206	___ Marlboro Packs	8.37
1207	___ Marlboro CARTON	72.90
1209	___ Lighter	0.79
1222	___ 305 Cig	6.63
1223	___ 305 Menthol	6.63
1224	___ CARTON Reg. 305 Cig.	57.22
1225	___ CARTON 305 Menthol Cig.	57.22

ROAD PRISON



Monthly Invoice

Date	Invoice No.
6/30/2019	10634724211

Name / Address
Escambia Co. Road Prison 601 Hwy. 297 A Cantonment, FL 32533

P.O. No.	Terms
	Due on receipt

Description	Qty	Rate	Total
Taxable Sales Period 6/1/2019 to 6/30/2019		15,295.16	15,295.16
Non Taxable Sales		24.84	24.84
Sales Tax		7.50%	1,147.14

Remit to:
Kimble's Commissary
P.O. Box 1227
LaGrange, GA 30241

Total	\$16,467.14
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ROAD PRISON



Monthly Invoice

Date	Invoice No.
7/31/2019	1063473659I

Name / Address
Escambia Co. Road Prison 601 Hwy. 297 A Cantonment, FL 32533

P.O. No.	Terms
	Due on receipt

Description	Qty	Rate	Total
Taxable Sales Period 7/1/2019 to 7/31/2019		20,858.39	20,858.39T
Non Taxable Sales		31.05	31.05
Sales Tax		7.50%	1,564.38

Remit to:
Kimble's Commissary
P.O. Box 1227
LaGrange, GA 30241

Total	\$22,453.82
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ROAD PRISON



Monthly Invoice

Date	Invoice No.
8/30/2019	20190831

Name / Address
Escambia Co. Road Prison 601 Hwy. 297 A Cantonment, FL 32533

P.O. No.	Terms
	Due on receipt

Description	Qty	Rate	Total
Taxable Sales Period 8/1/2019 to 8/30/2019		14,958.83	14,958.83T
misc. adjustment		0.01	0.01
Non Taxable Sales		15.18	15.18
Sales Tax		7.50%	1,121.91

Remit to:
Kimble's Commissary
P.O. Box 1227
LaGrange, GA 30241

Total	\$16,095.93
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ROAD PRISON PRODUCT SALES

■ ■ ■ □	Product Sales	□ ■ ■ ■
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Escambia County Florida Products by Code 8/1/2019 to 8/31/2019

Code	Product	Qty	Avg Price	SubTTL
1028	Ear Buds Electronic	4	\$3.98	\$15.92
1087	Marias Cookies	5	\$1.44	\$7.20
1092	Sharp Squeeze Cheese(14 oz.bottle)	1	\$5.62	\$5.62
1096	Jalapeno Cheese Squeeze Bottle	19	\$4.75	\$90.25
1097	French Onion Dip 6.35 oz	2	\$2.25	\$4.50
1098	Cheddar Cheese Dip 6.35 oz	1	\$2.25	\$2.25
1106	Coca Cola Voucher	664	\$1.50	\$996.00
1125	Ind. S.F. Grape Drink Mix(10 ct.)	1	\$3.06	\$3.06
1127	Tasters Choice Hazlenut	207	\$0.39	\$80.73
1204	Newports CARTON	4	\$72.90	\$291.60
1205	Newports Packs	56	\$8.37	\$468.72
1206	Marlboro Packs	29	\$8.37	\$242.73
1207	Malboro CARTON	4	\$72.90	\$291.60
1209	Lighter	45	\$0.79	\$35.55
1222	305 Cig	197	\$6.63	\$1306.11
1223	305 Menthol	325	\$6.63	\$2154.75
1224	CARTON Reg. 305 Cig.	20	\$57.22	\$1144.40
1225	CARTON 305 Menthol Cig.	40	\$57.22	\$2288.80
1298	Hawaiian Punch Fruit Juicy Red Singles	56	\$2.85	\$159.60
1300	Swiss Miss	382	\$0.47	\$179.54
1301	Capri Sun Juice	1	\$0.79	\$0.79
1302	Ind. Orange Drink Mix	3	\$0.46	\$1.38
1304	Ind. Ice Tea Mix	3	\$0.46	\$1.38
1305	Boston's Best Columbian	226	\$4.70	\$1062.20
1306	Yoo Hoo	12	\$0.89	\$10.68
1307	Taster's Choice Ind. Cof.	8	\$0.39	\$3.12
1308	Frosted Flakes 1 oz.	10	\$0.82	\$8.20
1310	Ind. Fr. Punch Mix	4	\$0.46	\$1.84
1312	Ind. S.F. Lem. Drink Mix (10 ct.)	1	\$3.06	\$3.06
1313	Ind. S.F. Orange (10 ct.)	1	\$3.06	\$3.06
1314	Ind. S.F. Fr. Punch (10 ct.)	2	\$3.06	\$6.12
1396	Ivory Toothbrush (TB30)	1	\$0.49	\$0.49
1400	Crest Toothpaste(4.6oz.)	6	\$3.19	\$19.14
1401	Closeup Toothpaste	3	\$3.18	\$9.54
1407	Toothbrush Holder	2	\$0.85	\$1.70
1408	Plastic Soap Dish	4	\$1.25	\$5.00

Product Sales

Code	Product	Qty	Avg Price	SubTTL
1426	Irish Spring	34	\$1.72	\$58.48
1427	Ultra Brite w/Advanced Whitening	8	\$3.17	\$25.36
1434	Blistex Lip Therapy	1	\$2.90	\$2.90
1436	Mennon Clear Speed Stick	1	\$3.65	\$3.65
1439	Sure Deod.	8	\$3.14	\$25.12
1440	Cocoa Butter Stick	2	\$2.25	\$4.50
1444	Palmolive Deod. Soap	2	\$1.28	\$2.56
1452	Lady Speed Stick	21	\$3.12	\$65.52
1454	Ivory Soap	24	\$1.07	\$25.68
1456	Ambi Cocoa Butter Soap	3	\$3.47	\$10.41
1458	Dial Soap - 3.5 oz.	12	\$1.66	\$19.92
1459	Dove soap	6	\$2.53	\$15.18
1476	BP35 4oz Baby Powder	7	\$1.22	\$8.54
1477	BA3312 4oz Baby Oil	1	\$1.44	\$1.44
1478	4oz Cocoa Butter Lotion	6	\$1.20	\$7.20
1483	Shampoo, Shave Gel, Body Wash 4 oz	1	\$1.24	\$1.24
1484	4 oz. Tearless Shampoo	1	\$1.24	\$1.24
1498	4 oz. Dandruff Shampoo	2	\$1.53	\$3.06
1536	Generic Playing Cards	15	\$2.43	\$36.45
1573	Ind. Peanut Butter Pack	45	\$0.80	\$36.00
1574	Ind. Jelly Pack	11	\$0.59	\$6.49
1575	ketchup (12 ct.)	1	\$1.73	\$1.73
1576	mustard (12 ct.)	3	\$1.73	\$5.19
1577	mayo (12 ct)	28	\$2.16	\$60.48
1578	Hot sauce (10 ct.)	18	\$1.73	\$31.14
1579	Ind. Sugar Packs (10ct.)	48	\$0.76	\$36.48
1580	Ind. Cream Packets (20ct.)	15	\$1.37	\$20.55
1600	Ramen Chili	327	\$0.82	\$268.14
1601	Ramen Chicken	241	\$0.82	\$197.62
1602	Ramen Beef	208	\$0.82	\$170.56
1606	Ramen Cajun Chicken	652	\$0.82	\$534.64
1607	Ramen Shrimp	61	\$0.82	\$50.02
1609	Western Style Hot Chili	31	\$2.80	\$86.80
1610	Chili w/Beans Pouch	16	\$2.80	\$44.80
1644	Stamped Envelope	22	\$0.69	\$15.18
1653	Drawing Pad	3	\$1.37	\$4.11
1654	Writing Pad	5	\$1.37	\$6.85
1655	9 x 12 Envelope	7	\$0.46	\$3.22
1661	Mechanical Pencils	10	\$0.45	\$4.50
1675	Birthday Card Male	1	\$1.49	\$1.49

Product Sales

Code	Product	Qty	Avg Price	SubTTL
1676	Birthday Card Female	5	\$1.49	\$7.45
1682	Thank You Card	2	\$1.49	\$2.98
1689	Friendship Cards	1	\$1.49	\$1.49
1690	I Love You Cards	4	\$1.49	\$5.96
1696	Twizzlers LSC	4	\$1.28	\$5.12
1700	Big Reese Cup	24	\$1.38	\$33.12
1701	3 Musketeer Non UPC	13	\$1.16	\$15.08
1703	M&M Peanut Non UPC	14	\$1.16	\$16.24
1704	Starburst Non UPC	6	\$1.16	\$6.96
1705	Snickers Non UPC	23	\$1.16	\$26.68
1706	Skittles Non UPC	7	\$1.16	\$8.12
1707	Whoppers	2	\$1.16	\$2.32
1708	Milky Way Non UPC	4	\$1.16	\$4.64
1709	Now & Later	2	\$1.16	\$2.32
1710	Kit Kat - LSC	12	\$1.38	\$16.56
1712	Whatchamacallit	20	\$1.38	\$27.60
1713	Twix Non UPC	10	\$1.16	\$11.60
1715	Baby Ruth	4	\$1.16	\$4.64
1716	Fast Break	13	\$1.16	\$15.08
1717	Butterfinger	5	\$1.16	\$5.80
1721	Jaw Breakers	3	\$1.28	\$3.84
1722	Sour Fruit Balls	17	\$1.28	\$21.76
1723	Atomic Fire Balls	35	\$1.28	\$44.80
1724	Jolly Ranchers	30	\$1.58	\$47.40
1726	Butterscotch Buttons	36	\$1.24	\$44.64
1728	Lemon Heads	12	\$1.18	\$14.16
1731	Chick O Stick	2	\$0.79	\$1.58
1734	Ole School Corn Flake Chewy	89	\$1.21	\$107.69
1735	Grandma Peanut Butter Cookie	6	\$1.16	\$6.96
1742	M&M Plain Non UPC	11	\$1.16	\$12.76
1746	Hershey's Gold Candy Bar	2	\$1.16	\$2.32
1798	Strawberry Poptart	27	\$1.06	\$28.62
1799	Iced Oatmeal Cookie 5oz	24	\$1.27	\$30.48
1800	Nutty Buddy Bar	41	\$1.16	\$47.56
1801	Fudge Brownie	20	\$0.79	\$15.80
1802	Honey Bun 4 oz.	69	\$1.16	\$80.04
1808	Lemon Cream Cookies (5 oz.)	44	\$1.17	\$51.48
1809	Peanut Butter Cr. Cookie 5 oz.	66	\$1.17	\$77.22
1810	Powdered Gem Donuts	14	\$1.16	\$16.24
1812	Iced Honey Bun	276	\$1.21	\$333.96

Product Sales

Code	Product	Qty	Avg Price	SubTTL
1813	Duplex Cream Cookie 5 oz.	41	\$1.27	\$52.07
1814	Strawberry Cream Cookies (5 oz.)	97	\$1.17	\$113.49
1816	Banana Moon Pie	3	\$1.40	\$4.20
1818	Granola Bar	10	\$1.01	\$10.10
1821	Van-O-Lunch Cookies	3	\$0.76	\$2.28
1824	Lookout Pecan Pie	5	\$1.88	\$9.40
1826	Toastchee Spicy Cheddar	21	\$0.76	\$15.96
1899	Snack Crackers (large bx)	3	\$4.92	\$14.76
1900	Chocolate Chip Cookies 5oz	27	\$1.27	\$34.29
1902	Jay's Jalapeno Cruncher Chips	23	\$0.86	\$19.78
1903	Kosher Dill Chip	26	\$0.86	\$22.36
1905	Dorito Nacho - LSS	66	\$1.35	\$89.10
1906	Hot Buffalo Wing Chips	20	\$0.86	\$17.20
1907	Jalapeno Cheeto - LSS	39	\$1.35	\$52.65
1908	Snyders Hot Buffalo Pieces LSS	39	\$1.35	\$52.65
1910	Saltines	16	\$0.46	\$7.36
1911	Toastchee Cracker	1	\$0.76	\$0.76
1912	Cheese on Wheat Crackers	11	\$0.76	\$8.36
1916	Peanut Bar	68	\$0.88	\$59.84
1924	Voodoo Chips LSS	15	\$1.35	\$20.25
1925	Hot and Spicy Chips	21	\$0.86	\$18.06
1926	White Cheddar Popcorn	4	\$0.86	\$3.44
1927	Jalapeno Poppers Curls	167	\$0.86	\$143.62
1928	Sour Cream & Onion Chips	36	\$0.86	\$30.96
1929	Salted Peanuts	18	\$0.76	\$13.68
1930	Lays Plain - LSS	6	\$1.26	\$7.56
1931	Kars Sweet N Salty Mix 3.5 oz.	1	\$1.89	\$1.89
1932	Snyders Jalapeno Pieces - LSS	12	\$1.35	\$16.20
1936	Nekot Cookies	5	\$0.76	\$3.80
1937	Baby Back Ribs Potato Chips - LSS	2	\$1.35	\$2.70
1938	Honey Mustard w/Onion Pieces	19	\$1.35	\$25.65
1940	Big Bag Hot Pork Skin	5	\$2.25	\$11.25
1941	Big Bag BBQ Pork Skins	4	\$2.25	\$9.00
1943	Ranch Dressing Individual	65	\$0.55	\$35.75
1945	Pepperoni Sticks	2	\$4.60	\$9.20
1948	Creamy Ranch Habanero Chips	59	\$0.86	\$50.74
1952	Tijuana Mama Hot Sausage	15	\$1.99	\$29.85
1954	Gold-n-Cheese Crackers	2	\$0.76	\$1.52
1955	Combos Pretzel	2	\$1.59	\$3.18
1968	Takis Fuego - 2 oz.	2	\$2.40	\$4.80

Product Sales

Code	Product	Qty	Avg Price	SubTTL
1975	Chicken of Sea Mackerel	5	\$3.12	\$15.60
1979	Beef Summer Sausage	9	\$2.26	\$20.34
1980	Beef & Cheddar Cheese Stick	32	\$0.86	\$27.52
1982	Jalapeno Slices	25	\$1.00	\$25.00
1983	Spam	1	\$2.67	\$2.67
1986	Fresh Catch Sardine in Hot Sauce	9	\$1.95	\$17.55
1991	AAA (4 pack)	20	\$3.25	\$65.00
1997	Flour Tortilla Shells	35	\$1.74	\$60.90
1998	Med. Salsa Cup (3 oz. cup)	1	\$1.12	\$1.12
2005	Bacon Flavored Refried Beans	13	\$2.04	\$26.52
2010	Big Tuna Pouch	14	\$3.28	\$45.92
2012	Grocery Size Sour Cream Chips	7	\$3.28	\$22.96
2013	Grocery Size BBQ Chips	9	\$3.28	\$29.52
2014	Grocery Size Hot Potato Chips	6	\$3.28	\$19.68
2018	Bag of Butterfinger Cookies	5	\$3.09	\$15.45
2019	Big Haus Hot Jalepeno Beef Stick	24	\$3.04	\$72.96
2023	Grocery Size Cheese Curls	47	\$3.68	\$172.96
2032	Fudge Toaster Pastry	78	\$1.01	\$78.78
2055	Grocery Size Cheese Puffs	22	\$4.88	\$107.36
2070	Frito Lays Baked BBQ Chips	2	\$1.16	\$2.32
2077	Herrs Baked Cheddar Chips	18	\$0.99	\$17.82
2743	Quaker Snack Mix Baked Cheddar	1	\$1.56	\$1.56
2744	Nature Valley Sweet & Salty Peanut Bar	2	\$1.56	\$3.12
5302	Cinnamon Swirl Bun	64	\$1.16	\$74.24
6165	Chocolate Cupcakes	14	\$1.75	\$24.50
10551	Orange Canvas Shoe Size 9	1	\$10.36	\$10.36
10552	Orange Canvas Shoe Size 10	1	\$10.36	\$10.36
10554	Orange Canvas Shoe Size 12	1	\$10.36	\$10.36
19102	Advil	1	\$0.63	\$0.63
50546	Clear AM/FM Radio (uses AAA)	2	\$31.50	\$63.00
				\$16095.93



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 7, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: PD 18-19.102 Inmate Commissary and Banking Services for Escambia County
Corrections Department

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 4 provides for a clarification regarding the Term of the Agreement.

As noted on Solicitation Page 10 of 73, Section 7, and Page 17 of 73, Section 1-4, the term of the agreement with the awarded firm is expected to be ~~twelve (12) months with the potential for up to two (2) one-year renewal periods for a total term of thirty-six (36) months.~~

This Addendum provides an update that the term of the agreement with the awarded firm is now expected – upon negotiation – to be thirty-six (36) months with up to two (2) one-year renewal periods, for a total of sixty (60) months.

This Addendum Number 4 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 11, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 5:

Re: PD 18-19.102 Inmate Commissary and Banking Services for Escambia County
Corrections Department

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 5 provides answers to the questions found on the following pages.

This Addendum Number 5 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey D. Lovingood".

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

- Q1. What items (product and size) are included in the indigent kits?
A1. Main Jail Indigent Kits are shown on the following pages.
Work Annex (Road Prison):
- 1 box of 500 stamped envelopes (\$366.40)
 - 1 dozen pens (\$2.90)
 - 1 ream of wide-rule paper (\$1.00)

Please note that Indigent Kits are not included with this proposal as the County prepares their own kits. This answer is in response to the question of what is included in the kits.

- Q2. How much are inmates currently charged to transfer money to their phone account?
A2. No charge. Inmates buy phone time.

- Q3. What were tobacco sales from 10/1/2018 - 9/30/2019?
A3. Quantity 10,022 = \$117,615.62

- Q4. Is it the intent of Escambia County to continue to sell tobacco products at the Road Prison?
A4. Yes, but the County reserves the right to change this policy.

- Q5. How many dorm kiosks are currently installed at the different locations?
A5. Please see Addendum 3, Question 36.

- Q6. Do the dorm kiosks currently in place utilize power and Cat-6 cabling to operate?
A6. Yes.

- Q7. It has been requested that we use the proposal format shown on page 42 of 73. In this format, there is no indication as to where the information regarding where the Qualifications of Firm (experience, history, reference, etc.) or Qualifications of Staff should be included.
A7. The department has requested that this information should be included in Part A after the Letter of Transmittal, and before the written technical approach. However, the location of the information within the proposal will not cause a response to be deemed non-responsive. As long as all the requested information is included, the firm's response will be deemed responsive as it relates to this specific item.

Main Jail Hygiene Kit (includes Work Release)

Hygiene Kit Price 4.49

- (1) 20oz. cup with lid
- (1) 4oz. shampoo
- (1) 2.7 clear toothpaste
- (1) thumb toothbrush
- (1) # 3 soap
- (1) 1.5 oz. roll on deodorant
- 4(packs) acetaminophen
- 4 (packs) allergy tablets
- 4(packs) ibuprofen
- 4 (packs) antacid tablets
- 1 flex pen
- 2 stamped envelopes
- 6 sheets of paper

Hygiene Kit # 1 Price 3.84

- (1) 4oz. shampoo
- (1) 2.7 clear toothpaste
- (1) thumb toothbrush
- (1) # 3 soap
- (1) 1.5 oz. roll on deodorant
- 4(packs) acetaminophen
- 4 (packs) allergy tablets
- 4(packs) ibuprofen
- 4 (packs) antacid tablets
- 1 flex pen

2 stamped envelopes

6 sheets of paper

Hygiene Kit # 2 Price 4.56

(1) petroleum jelly

(1) comb

(1) 4oz. shampoo

(1) 2.7 clear toothpaste

(1) thumb toothbrush

(1) # 3 soap

(1) 1.5 oz. roll on deodorant

4(packs) acetaminophen

4 (packs) allergy tablets

4(packs) ibuprofen

4 (packs) antacid tablets

1 flex pen

2 stamped envelopes

6 sheets of paper

Phase 1 - Short-List			
	Oasis	Keefe	Aramark
Chief Rich Powell	660	800	940
Capt. Shawn Hankins	800	800	800
Capt. Kevin Barnes	660	740	800
Nikki Powell	920	1000	1000
Raw Scores	3040	3340	3540
Rankings			
Chief Rich Powell	3	2	1
Capt. Shawn Hankins	1	1	1
Capt. Kevin Barnes	3	2	1
Nikki Powell	3	1	1
Ranking Total	10	6	4
Final Ranking	3	2	1

Phase 2 - Discussion of Proposal			
	Oasis	Keefe	Aramark
Chief Rich Powell	660	750	840
Capt. Shawn Hankins	510	680	850
Capt. Kevin Barnes	620	680	740
Nikki Powell	765	765	850
Raw Scores	2555	2875	3280
Rankings			
Chief Rich Powell	3	2	1
Capt. Shawn Hankins	3	2	1
Capt. Kevin Barnes	3	2	1
Nikki Powell	2	2	1
Ranking Total	11	8	4
Final Ranking	3	2	1

Phase 3 - Discussion of Proposal			
	Oasis	Keefe	Aramark
Chief Rich Powell	940	1920	1620
Capt. Shawn Hankins	940	1940	1580
Capt. Kevin Barnes	1280	1780	1940
Nikki Powell	1280	1920	1600
Raw Scores	4440	7560	6740
Rankings			
Chief Rich Powell	3	1	2
Capt. Shawn Hankins	3	1	2
Capt. Kevin Barnes	3	2	1
Nikki Powell	3	1	2
Ranking Total	12	5	7
Final Ranking	3	1	2

Final Ranking			
	Oasis	Keefe	Aramark
Chief Rich Powell	2260	3470	3400
Capt. Shawn Hankins	2250	3420	3230
Capt. Kevin Barnes	2560	3200	3480
Nikki Powell	2965	3685	3450
Raw Scores Total	10035	13775	13560
Rankings			
Chief Rich Powell	3	1	2
Capt. Shawn Hankins	3	1	2
Capt. Kevin Barnes	3	2	1
Nikki Powell	3	1	2
Ranking Total	12	5	7
Final Ranking	3	1	2

PD 18-19.102 Inmate Commissary and Banking Services
Final Ranking Score Sheet

Phase 2							
Chief Powell	Weighted Percentage	Keefe		Oasis		Aramark	
Scenario #		Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
1	2.5%	5	25	5	25	5	25
2	2.5%	5	25	5	25	5	25
3	2.5%	5	25	5	25	5	25
4	2.5%	5	25	5	25	5	25
5	2.5%	4	20	3	15	5	25
6	2.5%	5	25	4	20	5	25
7	2.5%	5	25	5	25	5	25
8	2.5%	5	25	5	25	5	25
9	2.5%	5	25	5	25	5	25
10	2.5%	5	25	5	25	5	25
11	2.5%	4	20	4	20	5	25
12	2.5%	4	20	4	20	4	20
13	2.5%	5	25	3	15	5	25
14	2.5%	5	25	5	25	5	25
15	2.5%	5	25	5	25	5	25
16	2.5%	5	25	5	25	5	25
17	2.5%	4	20	4	20	5	25
18	2.5%	4	20	4	20	4	20
19	2.5%		0		0		0
20	2.5%		0		0		0
21	2.5%	5	25	5	25	5	25
22	2.5%	4	20	3	15	5	25
23	2.5%	4	20	3	15	5	25
24	2.5%	4	20	4	20	5	25
25	2.5%		0		0		0
26	2.5%		0		0		0
27	2.5%		0		0		0
28	2.5%		0		0		0
29	10%	4	80	3	60	5	100
30	10%	4	80	3	60	5	100
31	10%	4	80	3	60	5	100
		750		660		840	

PD 18-19.102 Inmate Commissary and Banking Services
Final Ranking Score Sheet

Phase 3							
Chief Powell	Weighted	Keefe		Oasis		Aramark	
Scenario	Percentage	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
Inmate Sales Commission	45%	5	900	2	360	4	720
Guaranteed Minimum Annual Commissions	35%	5	700	2	280	4	560
New Commit Kits	10%	4	160	4	160	4	160
EFT & Miscellaneous Fees/Charges	5%	4	80	4	80	4	80
Specialty/Value-Added Offerings	5%	4	80	3	60	5	100
			1920		940		1620

PD 18-19.102 Inmate Commissary and Banking Services
Final Ranking Score Sheet

Phase 2							
Capt. Hankins	Weighted	Keefe		Oasis		Aramark	
Scenario #	Percentage	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
1	2.5%	4	20	3	15	5	25
2	2.5%	4	20	3	15	5	25
3	2.5%	4	20	3	15	5	25
4	2.5%	4	20	3	15	5	25
5	2.5%	4	20	3	15	5	25
6	2.5%	4	20	3	15	5	25
7	2.5%	4	20	3	15	5	25
8	2.5%	4	20	3	15	5	25
9	2.5%	4	20	3	15	5	25
10	2.5%	4	20	3	15	5	25
11	2.5%	4	20	3	15	5	25
12	2.5%	4	20	3	15	5	25
13	2.5%	4	20	3	15	5	25
14	2.5%	4	20	3	15	5	25
15	2.5%	4	20	3	15	5	25
16	2.5%	4	20	3	15	5	25
17	2.5%	4	20	3	15	5	25
18	2.5%	4	20	3	15	5	25
19	2.5%		0		0		0
20	2.5%		0		0		0
21	2.5%	4	20	3	15	5	25
22	2.5%	4	20	3	15	5	25
23	2.5%	4	20	3	15	5	25
24	2.5%	4	20	3	15	5	25
25	2.5%		0		0		0
26	2.5%		0		0		0
27	2.5%		0		0		0
28	2.5%		0		0		0
29	10%	4	80	3	60	5	100
30	10%	4	80	3	60	5	100
31	10%	4	80	3	60	5	100
			680			510	850

PD 18-19.102 Inmate Commissary and Banking Services
Final Ranking Score Sheet

Phase 3							
Capt. Hankins	Weighted Percentage	Keefe		Oasis		Aramark	
Scenario		Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
Inmate Sales Commission	45%	5	900	2	360	4	720
Guaranteed Minimum Annual Commissions	35%	5	700	2	280	4	560
New Commit Kits	10%	5	200	4	160	3	120
EFT & Miscellaneous Fees/Charges	5%	4	80	4	80	4	80
Specialty/Value-Added Offerings	5%	3	60	3	60	5	100
			1940		940		1580

PD 18-19.102 Inmate Commissary and Banking Services
Final Ranking Score Sheet

Phase 2							
Capt. Barnes	Weighted	Keefe		Oasis		Aramark	
Scenario #	Percentage	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
1	2.5%	4	20	4	20	4	20
2	2.5%	4	20	4	20	4	20
3	2.5%	4	20	4	20	4	20
4	2.5%	4	20	4	20	4	20
5	2.5%	4	20	4	20	4	20
6	2.5%	4	20	4	20	4	20
7	2.5%	4	20	4	20	4	20
8	2.5%	4	20	4	20	4	20
9	2.5%	4	20	4	20	4	20
10	2.5%	4	20	4	20	4	20
11	2.5%	4	20	4	20	4	20
12	2.5%	4	20	4	20	4	20
13	2.5%	4	20	4	20	4	20
14	2.5%	4	20	4	20	4	20
15	2.5%	4	20	4	20	4	20
16	2.5%	4	20	4	20	4	20
17	2.5%	4	20	4	20	4	20
18	2.5%	4	20	4	20	4	20
19	2.5%		0		0		0
20	2.5%		0		0		0
21	2.5%	4	20	4	20	4	20
22	2.5%	4	20	4	20	4	20
23	2.5%	4	20	4	20	4	20
24	2.5%	4	20	4	20	4	20
25	2.5%		0		0		0
26	2.5%		0		0		0
27	2.5%		0		0		0
28	2.5%		0		0		0
29	10%	4	80	3	60	5	100
30	10%	4	80	3	60	5	100
31	10%	4	80	3	60	5	100
			680		620		740

PD 18-19.102 Inmate Commissary and Banking Services
Final Ranking Score Sheet

Phase 3							
Capt. Barnes	Weighted	Keefe		Oasis		Aramark	
Scenario	Percentage	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
Inmate Sales Commission	45%	4	720	3	540	5	900
Guaranteed Minimum Annual Commissions	35%	5	700	3	420	5	700
New Commit Kits	10%	5	200	4	160	4	160
EFT & Miscellaneous Fees/Charges	5%	4	80	4	80	5	100
Specialty/Value-Added Offerings	5%	4	80	4	80	4	80
			1780		1280		1940

PD 18-19.102 Inmate Commissary and Banking Services
Final Ranking Score Sheet

Phase 2							
Nikki Powell	Weighted Percentage	Keefe		Oasis		Aramark	
Scenario #		Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
1	2.5%	5	25	5	25	5	25
2	2.5%	5	25	5	25	5	25
3	2.5%	5	25	5	25	5	25
4	2.5%	4	20	4	20	5	25
5	2.5%	4	20	4	20	5	25
6	2.5%	5	25	5	25	5	25
7	2.5%	5	25	5	25	5	25
8	2.5%	5	25	5	25	5	25
9	2.5%	5	25	5	25	5	25
10	2.5%	4	20	4	20	5	25
11	2.5%	4	20	4	20	5	25
12	2.5%	5	25	5	25	5	25
13	2.5%	5	25	5	25	5	25
14	2.5%	5	25	5	25	5	25
15	2.5%	5	25	5	25	5	25
16	2.5%	5	25	5	25	5	25
17	2.5%	5	25	5	25	5	25
18	2.5%	5	25	5	25	5	25
19	2.5%		0		0		0
20	2.5%		0		0		0
21	2.5%	5	25	5	25	5	25
22	2.5%	4	20	4	20	5	25
23	2.5%	5	25	5	25	5	25
24	2.5%	5	25	5	25	5	25
25	2.5%		0		0		0
26	2.5%		0		0		0
27	2.5%		0		0		0
28	2.5%		0		0		0
29	10%	4	80	4	80	5	100
30	10%	4	80	4	80	5	100
31	10%	4	80	4	80	5	100
		765		765		850	

PD 18-19.102 Inmate Commissary and Banking Services
Final Ranking Score Sheet

Phase 3							
Nikki Powell	Weighted	Keefe		Oasis		Aramark	
Scenario	Percentage	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
Inmate Sales Commission	45%	5	900	3	540	4	720
Guaranteed Minimum Annual Commissions	35%	5	700	3	420	4	560
New Commit Kits	10%	5	200	4	160	3	120
EFT & Miscellaneous Fees/Charges	5%	3	60	4	80	5	100
Specialty/Value-Added Offerings	5%	3	60	4	80	5	100
			1920		1280		1600

Bid Distribution List

PD 18-19.102

Inmate Commissary and Banking Services

DateAdded	CompanyName	EmailAddress	Subject	EventType
8/29/2019 12:54	ANTILLEAN RX CENTERS LLC	Bmontgomery02@hotmail.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered
8/29/2019 12:54	ANTILLEAN RX CENTERS LLC	daniel@sevengatescorp.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered
8/29/2019 12:54	Bob Barker Company Inc	bidnotices@bobbarker.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered
8/29/2019 12:54	BOTACH INC	barak@botach.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered
8/29/2019 12:54	Coastal Machinery Co.	chris@coastalmachinery.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered
8/29/2019 12:54	Coastal Machinery Co.	tim@coastalmachinery.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered
8/29/2019 12:54	ComApp Technologies	kathryn.blink@comapptech.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered
8/29/2019 12:54	Edovo	rfp@edovo.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered
8/29/2019 12:54	Global Tel Link	silvio.tassotti@gtl.net	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered
8/29/2019 12:54	Global Tel*Link Corporation	stephen.wood@gtl.net	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered
8/29/2019 12:54	GT Distributors INC	txbids@gtldist.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered
8/29/2019 12:54	Jones Equipment Co. Inc.	jonesequipment@outlook.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered
8/29/2019 12:54	NCIC Inmate Communications	rfp@ncic.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered
8/29/2019 12:54	Pay Tel Communications Inc	jwaters@paytel.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered
8/29/2019 12:54	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered
8/29/2019 12:54	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered
8/29/2019 12:54	Securus Technologies	arusso@securustechnologies.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered
8/29/2019 12:54	Securus Technologies	salesdirector@securustechnologies.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered
8/29/2019 12:54	Unistar Sparco Computers Inc.	amanda@sparco.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered
8/29/2019 12:54	Unistar-Sparco Computer Inc	Mallory@sparco.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered
8/29/2019 12:54	VendEngine	sdeane@vendengine.com	Escambia County - PD 18-19.102 RFP for Inmate Commissary and Banking Services	delivered

21 Registrants from 15 firms plus 9 recruits from 6 firms.

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
9/16/2019 23:22	Allegedly.Shop@gmail.com	Lance	Sullivan	allegedly.shop@gmail.com	Viewed	None
9/16/2019 23:22	Allegedly.Shop@gmail.com	Lance	Sullivan	allegedly.shop@gmail.com	Downloaded	None
9/3/2019 14:12	Ameris Bank	Vicky	Shetty	vicky.shetty@amerisbank.com	Viewed	None
9/3/2019 14:12	Ameris Bank	Vicky	Shetty	vicky.shetty@amerisbank.com	Downloaded	None
10/15/2019 12:23	Aramark Correctional Services LLC	Kathy	Molinets	molinets-kathy@aramark.com	Viewed	None
10/14/2019 9:31	Aramark Correctional Services LLC	Kathy	Molinets	molinets-kathy@aramark.com	Downloaded	None
9/17/2019 10:15	ATI NAPA	KEVIN	BORN	kborn@atinapa.com	Viewed	None
9/18/2019 21:38	CHIN	Chin	Marimat	eden.godinez1@gmail.com	Viewed	None
8/30/2019 12:28	CJIS GROUP LLC	Kelsie	Stephens	region1@cjisgroup.com	Viewed	None
8/30/2019 12:28	CJIS GROUP LLC	Kelsie	Stephens	region1@cjisgroup.com	Downloaded	None
8/30/2019 6:13	ConstructConnect	Kristy	Osborn	kristy.osborn@constructconnect.com	Viewed	None
8/30/2019 6:00	ConstructConnect	Kristy	Osborn	kristy.osborn@constructconnect.com	Downloaded	None
9/19/2019 7:06	Construction Journal	Nancy	Rogers	bids@thecj.com	Viewed	None
10/28/2019 15:06	Continental Flooring Company	Tracy	Johnson	gatekeeper@continentalflooring.com	Viewed	None
1/9/2020 8:21	Dodge Data & Analytics	Swamy	Kalyan	s.kalyanaraman@construction.com	Viewed	VOSB (Veteran Owned Small Business)
9/10/2019 10:41	Emerald Coast Office Products	Michael	Johnson	mike@ecop.biz	Viewed	WOSB (Woman Owned Small Business);None
9/10/2019 10:41	Emerald Coast Office Products	Michael	Johnson	mike@ecop.biz	Downloaded	WOSB (Woman Owned Small Business);None
9/23/2019 15:55	Empire Builders Group Inc	David	Sanfilippo	estimator@empirebuildersgroup.com	Viewed	None
9/10/2019 2:49	Enterprise Pals Inc.	Nazim	Nashipudi	nazim@enterprisepals.com	Viewed	Minority Owned
9/3/2019 3:18	Enterprise Pals Inc.	Nazim	Nashipudi	nazim@enterprisepals.com	Downloaded	Minority Owned
9/7/2019 15:43	Extreme Tactical Inc.	Shane	Cornell	sales@extremetactical.net	Viewed	Minority Owned;VOSB (Veteran Owned Small Business);SDVOSB (Service Disabled Veteran Owned Small Business)
9/7/2019 15:43	Extreme Tactical Inc.	Shane	Cornell	sales@extremetactical.net	Downloaded	Minority Owned;VOSB (Veteran Owned Small Business);SDVOSB (Service Disabled Veteran Owned Small Business)
10/2/2019 16:21	fl research inc.	Rick	Cole	info@flresearch.com	Viewed	None
9/3/2019 14:08	fl research inc.	Rick	Cole	info@flresearch.com	Downloaded	None
9/7/2019 10:06	Florida Bid Reporting	Kila	Rus	kila@floridabid.com	Viewed	None
12/2/2019 8:30	Global Tel Link	Silvio	Tassotti	silvio.tassotti@gtl.net	Viewed	None
12/2/2019 8:35	Global Tel Link	Silvio	Tassotti	silvio.tassotti@gtl.net	Downloaded	None
9/9/2019 13:25	GrayRobinson PA	Andrea	Zogran	Andrea.Zogran@gray-robinson.com	Viewed	None
9/9/2019 13:25	GrayRobinson PA	Andrea	Zogran	Andrea.Zogran@gray-robinson.com	Downloaded	None
8/30/2019 2:59	IMS	Lisa	Terranova	lterranova@imsinfo.com	Viewed	None
9/18/2019 9:06	Keefe Commissary Network	Lindsey	Crawford	lcrawford@keefegroup.com	Viewed	None
9/18/2019 9:06	Keefe Commissary Network	Lindsey	Crawford	lcrawford@keefegroup.com	Downloaded	None
1/2/2020 7:50	Keefe Group	Bill	Bosco	bbosco@keefegroup.com	Viewed	None
12/2/2019 8:44	Keefe Group	Bill	Bosco	bbosco@keefegroup.com	Downloaded	None
12/2/2019 9:29	Kimble's Commissary	Jeffrey	Chandler	jeffc@kimblesfood.com	Viewed	None
12/2/2019 9:30	Kimble's Commissary	Jeffrey	Chandler	jeffc@kimblesfood.com	Downloaded	None
10/11/2019 16:06	Kimble's Food By Design	Rebecca	Walker	rebeccaw@kimblesfood.com	Viewed	None
10/11/2019 16:06	Kimble's Food By Design	Rebecca	Walker	rebeccaw@kimblesfood.com	Downloaded	None
9/24/2019 10:07	LaCoste General Contractors LLC	Jesse	LaCoste	lacostegeneralcontractorsllc@yahoo.com	Viewed	None
9/12/2019 9:50	Morris & Morris LLC	Ronald	Morris	morris_morrislandscaping@yahoo.com	Viewed	None
1/8/2020 16:14	Oasis Management Systems Inc	Beth	Kennedy	bkennedy@oasiscommissary.com	Viewed	None
12/16/2019 8:06	Oasis Management Systems Inc	Beth	Kennedy	bkennedy@oasiscommissary.com	Downloaded	None
10/4/2019 1:59	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	Minority Owned
8/30/2019 2:33	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Downloaded	Minority Owned
10/15/2019 21:03	onvia	source	management	sourcemanagement2@onvia.com	Viewed	None
10/15/2019 21:04	onvia	source	management	sourcemanagement2@onvia.com	Downloaded	None
12/2/2019 8:31	Pay Tel Communications Inc	Jeanne	Waters	jwaters@paytel.com	Viewed	None
12/2/2019 8:33	Pay Tel Communications Inc	Jeanne	Waters	jwaters@paytel.com	Downloaded	None
9/9/2019 2:25	School Wholesale Supplies LLC	Jp	Das	jpgdas@eii-usa.com	Viewed	None
9/9/2019 2:26	School Wholesale Supplies LLC	Jp	Das	jpgdas@eii-usa.com	Downloaded	None
10/8/2019 7:32	SevenOutsource	Steve	Walse	rfpalerts@gmail.com	Viewed	None
9/5/2019 4:55	SevenOutsource	Steve	Walse	rfpalerts@gmail.com	Downloaded	None
12/2/2019 8:45	Summit Food Service LLC	Ryan	Pretko	sales@summitfoodservice.com	Viewed	None
12/2/2019 8:45	Summit Food Service LLC	Ryan	Pretko	sales@summitfoodservice.com	Downloaded	None
8/29/2019 20:19	Techfriends	Terry	Wilshire	twilshire@techfriends.com	Viewed	None
9/3/2019 11:57	Trinity Services Group	Christina	Muro	christina.muro@trinityservicesgroup.com	Viewed	None
9/3/2019 11:58	Trinity Services Group	Christina	Muro	christina.muro@trinityservicesgroup.com	Downloaded	None
9/3/2019 11:51	Trinity Services Group Inc.	Kristie	Affolter	kristie.affolter@trinityservicesgroup.com	Viewed	None
10/2/2019 11:32	Turnkey Corrections	Jason	Shackles	jasons@turnkeycorrections.com	Viewed	None

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
10/2/2019 11:33	Turnkey Corrections	Jason	Shackles	jasons@turnkeycorrections.com	Downloaded	None
9/23/2019 14:32	Union Supply Group	Owen	Thomas	othomas@unionsupplygroup.com	Viewed	None
9/23/2019 14:33	Union Supply Group	Owen	Thomas	othomas@unionsupplygroup.com	Downloaded	None
10/8/2019 8:39	VendEngine	Silas	Deane	sdeane@vendengine.com	Viewed	None
10/8/2019 8:40	VendEngine	Silas	Deane	sdeane@vendengine.com	Downloaded	None

**AGREEMENT FOR INMATE COMMISSARY AND BANKING SERVICES
FOR THE ESCAMBIA COUNTY CORRECTIONS DEPARTMENT (PD 18-19.102)**

THIS AGREEMENT is entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Keefe Commissary Network, LLC (hereinafter referred to as "Contractor"), a foreign limited liability company authorized to conduct business in the State of Florida, FEI/EIN 43-1856999, whose principal address is 10880 Lin Page Place, St. Louis, MO 63132, and whose mailing address is 1260 Andes Boulevard, St. Louis, MO 63132.

WITNESSETH:

WHEREAS, on August 23, 2019, the County issued a Request for Proposals (PD 18-19.102) seeking a qualified contractor to provide inmate commissary and banking services for the Escambia County Corrections Department; and

WHEREAS, Contractor was the most responsive and responsible firm proposing to deliver, install, operate and maintain such services; and

WHEREAS, the County desires to enter into an agreement with Contractor as specified herein.

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

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** The initial term of this Agreement shall commence on April 1, 2020, and continue for a term of thirty-six (36) months expiring on March 31, 2023. Upon mutual agreement, the contract may be renewed for two (2) additional twelve (12) month renewal terms. Either party may provide written notice of the desire to extend the agreement no later than thirty (30) days prior to the expiration of the current term. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of sixty (60) months.
3. **Scope of Services.** Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Request for Proposals for "*Inmate Commissary and Banking Services for the Escambia County Corrections Department*," *Specification No. P.D. 18-19.102*, attached hereto as **Exhibit A**, and as further specified in the *Contractor's Proposal*, attached hereto as **Exhibit B**. In the event of a conflict between the terms of the Exhibits referenced in this Agreement, the terms of this Agreement shall prevail.
4. **Fee.** As consideration for the Contractor's right to provide an inmate commissary services for the Escambia County Corrections Department, Contractor shall pay County a monthly fee equal to 51% of the Contractor's *Adjusted Gross Sales*, as provided in the *Contractor's Proposal*, attached hereto as **Exhibit B**.

The term *Adjusted Gross Sales* shall mean the total cost of inmate commissary items sold pursuant to this Agreement excluding applicable sales tax, the cost of items sold directly to the County at cost, and the cost of any other items sold at cost, including postage stamps and stamped envelopes.

5. Reporting Requirements. Contractor shall provide daily, monthly, and annual reports as specified in the scope of work attached hereto as **Exhibit A**.

6. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

Contractor shall offset the cost of all “indigent items” sold to the County by the amount of the total monthly fee owed to the County. If the total monthly fee exceeds the total cost of items sold to the County during the preceding month then the Contractor will remit payment to the County within thirty (30) days of the close of each monthly billing cycle. If the total cost of items sold to the County exceeds the monthly fee owed to the County then the County will remit payment to the Contractor as provided herein and as further specified in **Exhibit A**.

At the end of each fiscal year, if the total amount of the monthly fees paid to the County are less than the guaranteed minimum annual commission rate as determined by the annual average daily inmate population (ADP) then the final invoice for the current fiscal year will be reduced by the difference between the total amount of monthly fees paid to the County during the previous fiscal year and the guaranteed minimum annual commission rate. Contractor shall remit any additional fees owed to the County within thirty (30) days of the close of last monthly billing cycle

7. Ownership of Equipment. All equipment, fixtures, and supplies furnished by Contractor for the operation of the inmate commissary service and banking system provided pursuant to this Agreement shall remain the sole property of the Contractor. Upon the termination or expiration of this Agreement, the County shall allow the Contractor reasonable access to the facility during normal business hours to remove the equipment. Contractor shall be responsible for restoring the premises to the condition that existed immediately prior to the installation of said equipment.

8. Maintenance. Contractor shall be responsible for the maintenance and repair of all equipment, fixtures, and supplies furnished by Contractor for the operation of the inmate commissary service and banking system at no cost to the County. County will allow the Contractor reasonable access to the facilities during normal business hours to perform such maintenance and repair. Should the County receive any notification of equipment malfunction or loss of service, County shall promptly notify the Contractor. The Contractor’s failure to properly maintain the inmate commissary service and banking system to the reasonable satisfaction of the County shall constitute a breach of the Agreement and grounds for immediate termination.

9. Loss, Damage, Destruction. County will not be liable for any loss, damage, or destruction to equipment, fixtures, and supplies furnished by Contractor for the operation of the inmate commissary service and banking system. The parties will cooperate and use their best efforts to prevent fraudulent usage and any theft, excessive vandalism, or other damage to the equipment, fixtures and supplies.

10. EFT and Miscellaneous Fees. The applicable fees that may be charged to inmates for transactional services using the inmate banking system shall be in accordance with the

Contractor's Fee Proposal, attached hereto as **Exhibit B**. Contractor shall be solely responsible for any fraudulent usage or expenses related to fraudulent use of the inmate banking service.

11. Liquidated Damages.

County and Contractor recognize that time is of the essence in the performance of this Agreement, and County will suffer damages if commissary orders are not delivered within the time specified herein. Should Contractor fail to make timely delivery of commissary orders, County shall be entitled to assess liquidated damages.

If the Contractor fails to deliver commissary orders within four (4) hours of the scheduled delivery time, the Contractor shall pay the County liquidated damages in the amount of \$500.00. If the Contractor fails to deliver commissary orders within twenty-four (24) hours of the scheduled delivery time, the Contractor shall pay the County liquidated damages in the amount of \$1,000.00 per calendar day until the orders are delivered. If the Contractor makes timely delivery but fails to deliver 100% of the commissary orders on a scheduled delivery day, the Contractor shall pay the County liquidated damages in the amount of \$100 if the undelivered orders exceed 2% of the orders scheduled for delivery. Failure to maintain a 98% "on-time" order completion rate on four (4) or more occasions within a fixed three-month period (calendar quarter) shall be considered a material breach of the Agreement and grounds for termination.

Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to make timely delivery of commissary orders within the time periods specified herein.

12. Termination. This Agreement will be subject to immediate termination for cause by County and may be terminated for convenience by County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County.

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

14. Insurance. The Contractor is required to carry the following insurance:
- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
 - (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
 - (c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

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

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

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

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

To: Keefe Commissary Network, LLC
Attention: President
10880 Lin Page Place
St. Louis, MO 63132

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

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from

time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

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

18. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

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

20. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

21. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

22. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

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

**COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Date: _____

Witness: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: *Kristin D. Hual, SACA*

**CONTRACTOR: KEEFE COMMISSARY
NETWORK, LLC**

Date: 01-15-2020

By: _____
John Puricelli, Vice President

Witness: _____

Date: _____

Witness: _____

ESCAMBIA COUNTY, FLORIDA

REQUEST FOR PROPOSALSINMATE COMMISSARY AND BANKING SERVICES FOR THE ESCAMBIA COUNTY CORRECTIONS
DEPARTMENT

SOLICITATION NUMBER PD 18-19.102

Responses will be received until **2:00 PM, CDT, September 23, 2019**

A non-mandatory pre-solicitation conference will be held at
1:00 PM, CDT, on September 10, 2019

ESCAMBIA COUNTY OFFICE OF PURCHASING

213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

Board of County Commissioners

Lumon J. May, Chairman
Steven Barry, Vice-Chairman
Robert Bender
Jeff Bergosh
Douglas B. Underhill

From:

Paul R. Nobles
Purchasing Manager

All request for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal Responses will be provided.

Assistance:

Jeffrey Lovingood
Purchasing Coordinator
Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502
Phone: 850-595-4953
Email: JDLovingood@myescambia.com

NOTICE

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

SPECIAL ACCOMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at 850-595-4684 (TTY).

Escambia County, Florida
Request for Proposals
Proposer's Checklist
**Inmate Commissary and Banking Services for the Escambia County Corrections
Department
Solicitation Number PD 18-19.102**

HOW TO SUBMIT YOUR PROPOSAL

- Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and time specified for receipt. Late proposals will be returned unopened.
- Documents submitted with Proposals are to be on the forms provided in the Request for Proposal.
- The County requests that the Vendor, if able to, provide electronic copies in an ADA-compliant format. Non-scanned copies are also preferred.

THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:

- Proposal response – One (1) original and one (1) electronic copy (CD or flash drive).
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the “Insurance Requirements” portion of the attached Special Terms and Conditions.
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida. (Information can be obtained at <http://www.sunbiz.org/search.html>)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

Placed your proposal with all required submittal items in a sealed envelope, clearly marked with the solicitation number, project name, name of firm submitting the proposal, and the response due date and time for which the proposal shall be received?

THE FOLLOWING SUBMITTAL SHALL BE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Signed Agreements

HOW TO SUBMIT A “NO PROPOSAL”:

If your firm does not wish to submit a proposal at this time, please remove the Proposer Solicitation, Offer, and Proposal form from the solicitation package and enter “No Proposal” in the “Reason for no Proposal” block, the firm’s name, firm’s address, and signature of a person authorized to sign on behalf of the firm.

**Inmate Commissary and Banking Services for the Escambia County Corrections
Department
PD 18-19.102**

REQUEST FOR PROPOSALS

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

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

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

And, if applicable, its Federal Employer Identification Number (FEIN) is: _____

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

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

transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

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

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

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

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

Signature

Sworn and subscribed before me this _____ day of _____
20_____. Personally known _____ OR produced identification _____
Notary Public: State of _____

My Commission Expires: _____

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

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:

(Name of Business)

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

Check One:

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

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

Offeror's Signature

Date

Information sheet for Transactions and Conveyances Corporate Identification

(Page 1 of 2)

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

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:

In what state was it created: _____

Name as spelled in that state: _____

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

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As Used in Florida): _____

(Spelled Exactly as it is Registered with the State or Federal Government)

Corporate Address:

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

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

Please complete this form on the following page.

Information sheet for Transactions and Conveyances Corporate Identification

(Page 2 of 2)

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ **Contact Phone:** _____

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

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

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

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

END

Verified By: _____ **Date:** _____

ESCAMBIA COUNTY, FLORIDA, GENERAL TERMS AND CONDITIONS

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

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid information below), by telephoning the Office of Purchasing at 850-595-4980, by Fax at 850-595-4806, or by email at purchasing@myescambia.com.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

Bid Information: See Escambia County Office of Purchasing web site at [MyEscambia Web Site](#) then click "Solicitations."

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

Instructions to Offerors

1. General Information

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

Specification Number PD 18-19.102, Inmate Commissary and Banking Services for the Escambia County Corrections Department, Name of Submitting Firm, September 23, 2019 at 2:00 PM CDT.

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the specification Number and Project Name.

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

The following policy will apply to all methods of source selection:

A. Conduct of Participants

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

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are received at the Escambia County Office of Purchasing, and the time the Board awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees, or any member of the relevant Selection Committee, for or against a specific cause related to a pending solicitation for goods or

services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

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

- 1) Rejection/disqualification of submittal;
- 2) Termination of contract; or
- 3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

2. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JD Lovingood@myescambia.com. The last day for questions will be September 16, 2019 at 5:00 PM CDT.

3. Proposal Forms (Select One)

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

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

4. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502, Conference room 11.407, at 1:00 PM CDT on September 09, 2019.

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

5. Payment

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

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

6. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations.

7. Contract Term/Renewal/Termination

- A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for up to two (2) additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an “as needed” basis.
- C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.
- D. The County retains the right to terminate the contract, with or without good cause, upon (30) days prior written notice.
- E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

8. Price Adjustment

The contract resulting from this Solicitation may include provisions for Twelve (12) month, price adjustments. Written request for price adjustment may be made every Twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County’s designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

9. Changes – Service Contracts

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas.

- A. Description of services to be performed
- B. Time of performance (i.e., hours of the day, days of the week, etc.)
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County

assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

10. Termination

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. Licenses, Certifications, Registrations

The offeror shall at any time of proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certification, registrations and any other requirements should be provided with the proposal submission; and, the offeror shall provide follow up evidence that as the contractor they maintain such credentials throughout the period of agreement.

12. Award

Award shall be made on an "all-or-none total" basis.

Escambia County reserves the right to increase or decrease estimated quantities as required. It is understood by all bidders that the County can only provide estimated quantities and is not obligated to purchase any minimum or maximum amount during the life of this contract.

13. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

14. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period, or the sixth such notification within any contract term, shall result in issuance of written notice of

immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

15. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work).

Non-Contract Insurance Requirements

16. Standard Insurance Requirements and Certificates

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

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

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

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred", however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

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

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

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

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

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

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

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

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

B. Workers Compensation Coverage

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

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

C. General, Automobile and Excess or Umbrella Liability Coverage

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

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

D. General Liability Coverage – Occurrence Form Required

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

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

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

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

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

F. Excess or Umbrella Liability Coverage (if utilized to achieve required policy limits)

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

G. Evidence/Certificates of Insurance

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

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

Certificates should contain the following additional information:

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

Escambia County
Attention: Jeffrey Lovingood, Purchasing Coordinator
Office of Purchasing, Room 11.101
213 Palafox Place 2nd Floor
Pensacola, FL 32591
Email: Purchasing@myescambia.com

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

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

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

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

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Fidelity/Dishonesty/Liability Coverage – for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

17. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part I General Information

- 1-1 Purpose
- 1-2 Objective
- 1-3 Issuing Officer
- 1-4 Contract Consideration
- 1-5 Rejection
- 1-6 Inquiries
- 1-7 Addenda
- 1-8 Schedule
- 1-9 Proposal Content and Signature
- 1-10 Negotiations
- 1-11 Recommended Proposal Preparation Guidelines
- 1-12 Prime Contract Responsibilities
- 1-13 Disclosures
- 1-14 Delays
- 1-15 Work Plan Control
- 1-16 Method of Payment

Part II Information Required from Contractors

- 2-1 Proposal Format and Content
- 2-2 Introduction
- 2-3 Understanding the Project
- 2-4 Methodology Used for the Project
- 2-5 Management Plan for the Project
- 2-6 Experience and Qualifications
- 2-7 Cost Proposal

Part III Criteria for Selection

Part IV Scope of Work

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking competitive proposals from qualified and experienced bidders for the provision and operation of Inmate Commissary and Banking Services for the Escambia County Corrections Department.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to provide inmate banking and commissary services that are most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Janice P. Gilley, County Administrator. The liaison officer shall be Whitney Lucas, Corrections Financial Manager, Escambia County Corrections Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, Florida, 32502.

1-4 CONTRACT CONSIDERATION

After negotiation, it is expected that the contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for up to two (2) additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

All questions regarding this Request for Proposal shall be directed to Jeffrey Lovingood, Purchasing Coordinator, in writing via email at JDLovingood@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

- A. Mailing (Advertisement) Date.....August 23, 2019
- B. Non-Mandatory Pre-Proposal Conference.....September 10, 2019 at 3:30 PM CDT
- C. Receipt of Proposals.....September 23, 2019 at 2:00 PM CDT
- D. Short-List Meeting.....October 01, 2019
- E. Discussion/Ranking Meeting.....October 09, 2019 at 1:00 PM CDT
- F. First Negotiation with Top-Ranked Firm.....October 31, 2019 at 9:00 AM CDT
- G. 2nd Negotiation Meeting (If Necessary).....November 04, 2019 at 9:00 AM CDT
- H. Target Board Date.....December 05, 2019

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) copy physical copy of the proposal shall be required with original signature (no photocopies or digital signatures), having been signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration.

One (1) electronic copy of the complete submittal shall be included (CD or flash drive is acceptable). The County requests that bidders, whenever possible, provide electronic copies that are ADA compliant.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straightforward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in spiral binding or "GBC" type binder with all pages 8.5" x 11" format.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Manager reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II

INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,
- [d] itemize the total cost and the number of estimated hours for each individual named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question-and-answer sessions, presentations or technical clarifications, and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

Provide reference names and phone numbers for similar projects your firm has completed

2-7 COST PROPOSAL

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

**COUNTY OF ESCAMBIA
SCOPE OF WORK
PD 18-19.102**

**INMATE COMMISSARY AND BANKING SERVICES
FOR THE ESCAMBIA COUNTY CORRECTIONS DEPARTMENT**

A. INTENT

The intent of this Request for Proposal (RFP) is to seek competitive proposals from qualified experienced bidders for the provision and operation of Inmate Commissary and Banking Services for the Escambia County Corrections Department.

B. BACKGROUND

The Escambia County Corrections Department is responsible for the care, custody and control of the population housed within three residential facilities located throughout the County. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the locations, average daily populations, and housing designations will be as listed in the table below.

Facility Name	Facility Address	Average Daily Population (FY 2018)	Housing Designation
Main Jail	2935 North L Street, Pensacola, Florida 32501	920	High Medium to High Maximum
Work Release	1211 West Fairfield Drive, Pensacola, Florida 32501	290	Minimum to Low Medium
Road Prison	601 County Road 297A, Cantonment, Florida 32533	236	Minimum

Upon completion of the new facility (expected completion is April 2020), there are some anticipated adjustments to the ADP of the facilities listed above. Below are the projected headcounts once the new facility is completed.

Facility Name	Facility Address	Projected Average Daily Population (April 2020)	Housing Designation
Main Jail+ New Facility	2935 North L Street, Pensacola, Florida 32501	1,320	Minimum to High Maximum
Work Release	1211 West Fairfield Drive, Pensacola, Florida 32501	100	Minimum
Road Prison	601 County Road 297A, Cantonment, Florida 32533	236	Minimum

C. PRE-SOLICITATION CONFERENCE

In order to ensure an understanding of the RFP requirements and current facility system operation, a pre-solicitation conference will be held as follows:

Office of Purchasing – 213 Palafox Place, 2nd Floor, Pensacola, FL 32502
September 10, 2019 at 1:00 PM CDT

D. VENDOR QUALIFICATIONS

1. Qualifications of Firm

Escambia County requires that each Company or firm responding to this Request for Proposals identify its qualifications as they relate to the services required. The information provided shall specifically include:

- A. Provide five (5) references that are of comparable size (1,500 inmates or greater) and complexity of Escambia County Corrections, for which the firm has performed similar work including the contact name, address, telephone number, e-mail address and date of the contract.
 - i. The contact persons listed as references shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons must have been informed that they are being used as a reference and that the County may be calling them. More than one person can be listed but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.
 - ii. Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal.
- B. Provide a description and history of Proposer's experience in the field of correctional inmate commissary and banking services. List all contracts over the past ten (10) years, services provided, year(s) in which the services were provided, number of inmates served, and the name, phone number and e-mail address of the agency's Contract Monitor for each contract.
- C. Identify all terminated "with cause" correctional inmate commissary and banking services contracts awarded but never entered, the reasons for the termination or failure to contract, and the name, phone number and e-mail address of a contract person for the former contracting agency.

2. Qualifications of Staff

- A. Provide resumes of key management personnel detailing their qualifications and experience in the delivery of inmate commissary and banking services including, but not limited to, their correctional experience in the following areas:
 - 1) security
 - 2) inmate problem resolution relating to inmate commissary and banking issues
 - 3) employee training
 - 4) institutional inmate commissary and banking services

Response to this requirement shall not exceed one (1) page per individual, single spaced, with attachments as necessary, to demonstrate either awards or certifications pertinent to the individuals' qualifications.

- B. Provide a list of job descriptions, minimum qualifications of all employee positions to be employed at the Facilities.

A. SPECIFICATIONS

1. General Duties, Obligations and Standards

Beginning on the Service Commencement Date, the Contractor shall operate and provide all Commissary Services in accordance with the Contract and the Operating Standards. If the computer system is a web-based, Contractor-hosted application, it shall comply with all County Standards for hosted systems. Further, if the banking system, or components therein, are installed at Escambia County and solely supported by the Contractor, the provision and costs related to infrastructure, hardware, software and maintenance to operate the system shall be borne solely by the Contractor. All systems installed on the Escambia County network shall adhere to all County Computing Standards (see attached Exhibit 3) for network, security, hardware, etc. If the County is provided with the licensure to own and operate system, it shall comply with all County standards in order to be installed, maintained and managed by the County.

The Contractor shall have, after date of award, a maximum forty-five (45) day transition period prior to Service Commencement Date. During this transition period the Contractor shall, at a minimum, submit their proposed inventory list and applicable paperwork for Escambia County for approval, obtain (and install) the needed computer equipment (based on the specifications outlined in Exhibit 3 (Escambia County Computing Standards), process and submit all security requirements, mutually agree on pickup/delivery schedule/routes, create and test the interface with the Jail Management System (JMS) and inmate telephone systems, create and test the real-time account statement/balance inquiry, run and test the monthly invoice and general ledger reports, test and train staff on banking system, and distribute/pickup inmates order forms.

The Contractor shall attend meetings with County employees and meet at least once every three (3) months with the Contract Monitor to review the Contractor's performance in the preceding quarter and to discuss other issues regarding the service being received and/or needed.

2. Definitions

The following terms used in this RFP, together with amendments and attachments, shall, unless the context indicates otherwise, have the meanings set forth below:

“Contract Monitor” means the employee or employees of the Escambia County Corrections Department designated to monitor operation of the Contractor for compliance with contract provisions and to coordinate actions and communications between the Department and the Contractor.

“Contractor” means the Proposer awarded the Contract to manage the Commissary.

“Commissary Services” means those functions set forth in the RFP/Contract and the Proposer's proposal.

“Commissionable Items” means items sold to inmates at a profit. These items warrant the paying of commission to the County at the rate agreed upon in the

contract. Note: Sales tax is not included as commissionable in these items.

“County” means Escambia County, Florida.

“Court Orders” means any existing or future orders or judgments issued by a court of competent jurisdiction or any existing or future settlements, stipulations, agreements to plans entered into in connection with litigation which are applicable to the operation and management of inmate Commissary Services

“Department” or **“ECCD”** means the Escambia County Corrections Department.

“Direct Supervision” means the overall philosophy of operation in which the detention officer is stationed in the pod with the inmates for the duration of his/her shift and the basic principles of direct supervision as identified by the National Institute of Corrections, which are mandatory for the performance of the Contract.

“Fair Market Value” of inmate commissary items, for the purposes of this RFP, is defined as the average price of an item (per ounce or quantity) determined by the gathering of three prices for the like item found at local community retailers. See Section 4, Technical Approach to Commissary and Banking, paragraph B, for County’s expectation.

“FMJS” means the Florida Model Jail Standards, referenced in Chapter 951.23 of the Florida Statutes.

“Indigent Inmate” means an inmate who has less than \$1 in his/her inmate account for seven (7) or more consecutive days.

“Inmate” means adult male and female offenders held in the Corrections facility awaiting trial, serving a jail sentence, awaiting transportation to another jurisdiction or being held for any lawful purpose.

“New Commit Kit” means kits sold directly to ECCD for (ECCD) distribution to newly processed inmates.

“Non - (Profit) Commissionable Items” means items sold to inmates at a cost that does not include a profit (i.e. postage items, stamps, stamped envelopes, indigent items, etc.) These items are billed on the County’s monthly invoice as a separate amount.

“Non-Taxable Items” means items sold to inmates that are non-taxable as stated by statute (i.e. baked goods, medications, stamps, etc.) These items are billed on the County’s invoice at the amount charged to the inmate as a separate item and where appropriate, may be commissionable items.

“Operating Standards” means all applicable federal, state and local laws, rules, codes, regulations, Court Orders and FCAC, FMJS and NCCHC Standards, as any of the same may be supplemented or amended and those rules, regulations, policies, procedures and ordinances reasonably made applicable to a Contractor by the County. If any of the Operating Standards are in conflict with each other or with this RFP, the more stringent shall apply, as reasonably determined by the County.

“Service Commencement Date” means the first day of delivery of Commissary Orders.

3. Inmate Services

A. The Contractor shall be responsible for:

- 1) Commissary order forms: Providing an adequate amount of commissary order forms for the inmate population. The commissary order forms shall contain the necessary information for ECCD to identify the inmate and his/her location in the Corrections facility, as well as the items ordered, including, at a minimum:
 - a) Last name, first name, middle initial
 - b) Jail Number
 - c) Housing location
 - d) Item name and cost
 - e) Separation of male and female (allowable) items
 - f) List of indigent items and recoverable costs
 - g) Signature line for inmate
 - h) Date of Order
 - i) Statement of tax rate

Commissary ordering via kiosk is a preferred alternative, although forms must still be made available in the event of a kiosk malfunction or service interruption.

- 2) Receiving (including retrieving of) commissary order forms from all housing locations in the event they are utilized.
- 3) Processing commissary orders into the Inmate Banking Services System
- 4) Packing individual inmates' commissary orders
- 5) Delivering individual inmates' commissary orders to the inmate. Exhibit (2) outlines the housing facilities, current full-service delivery schedules. Final delivery schedules shall be mutually agreed upon
- 6) Accounting of all transactions
- 7) All inventory procurement
- 8) Storage and maintenance of all inventory

B. Contractor shall provide a twenty-four (24) hour response time to calls for services involving store discrepancies, which in the sole opinion of the ECCD, may result in inmate management issues for the ECCD. The Contractor shall handle all other inmate grievances and complaints over Commissary Services in an expeditious manner, in accordance with the Operating Standards.

C. For those inmates housed at the Main Jail or Work Release Facility, the Contractor shall package each inmate order individually and provide delivery to the inmate at his/her cell location and obtain a signed receipt from the inmate for the merchandise delivered. Regarding those inmates housed at the Road Prison, order must be received by staff to be distributed during non-working hours.

D. The Contractor shall provide a complete Commissary Inmate Banking Services System that includes, but is not necessarily limited to, the following:

- 1) A detailed invoice of each inmate's individual order
- 2) A system to identify and collect sales taxes from inmate orders
- 3) A billing system for inmates' individual accounts that also provides for credits to inmates' accounts for items ordered and billed, but which were determined not to have been received by the inmate
- 4) A clear audit trail of all individual inmate banking transactions to include deposits, withdrawals, store ordering, etc.
- 5) An inmate receipt that includes a received by acknowledgement line (for the inmate's signature) and details the items received and charges to his/her account.
- 6) An active, real-time interface from the existing ECCD JMS to establish the Inmate Bank accounts (within the Inmate Banking System) by extracting (from JMS) and updating the banking system information in real-time (at time of creation of the Booking Record within the JMS). The current inmate management system utilized by the ECCD is *SmartJail version 9.12.2.11*. The interface shall need to extract the following information and the Inmate Banking System shall need to receive the listed items in separate files within the Inmate Banking System:
 - a) Inmate name
 - b) Inmate number
 - c) Inmate birth date
 - d) Inmate gender
 - e) Inmate housing location
 - f) Fee indicator (equal to "Y" or "N")
 - g) Inmate address
 - h) Last 4 of inmate social security number

Immediately after completion of the noted interface and creation of the inmate banking account, the system shall create an automatic debt event/transaction for charging of the one-time (per booking number) Jail Processing/Booking fee. This fee (currently \$20) is set by the Board of County Commissioners and is subject to change at their discretion. The fee is only applied to inmates whose fee indicator is equal to a "Y".

- 7) A means for staff and/or inmates to obtain real-time inmate account statement information (balances, deposits, charges, store order charge/credit amounts, etc.) through the use of internal kiosks, telephone systems, web-based connection (i.e., Microsoft ASP.net) or other technology. This functionality shall provide (at a minimum) the inmate's name, inmate number, account balance (including debt balance,) housing location, date of birth and the last 30 transactions processed against the inmate's account with descriptive transaction/event information. Store order transactions

shall include a link to identify the items within the order.

- 8) The Contractor will be responsible for providing their own work stations (computers) for utilization by their staff.
- 9) Manual inmate deposit transactions/events to include the following (at a minimum), receiving area (i.e. initial booking, mail, drop box, etc.) type of deposit item received (i.e. cash, money order, government/certified check, etc.).
- 10) Acceptance of cash funds for initial cash deposits through the use of a booking kiosk. The system shall include the ability to obtain end of shift/period reports for all transactions processed through the booking kiosk. A transaction receipt number shall be included on the report and the receipt numbers shall be in sequential order without crossing over with other deposits at other kiosks or being made manually at other posts (see Paragraph I below for specifics).
- 11) Automated/Electronic Funds Transfers (EFT) events/capabilities to include at a minimum the following:

The following EFT fees are the only contractually allowed fees that may be charged directly to inmates for any and all additional services outside of the purchase of commissary products. Any additional EFT fees or miscellaneous charges to inmates will not be allowed throughout the life of the contract. **In addition, the EFT fees listed below will be limited to a maximum charge per transaction as listed on Fee Proposal Form herein.**

- i) Acceptance of public credit card deposits through the use of a public kiosk, telephone and Internet access. The Contractor shall be Payment Card Industry (PCI) compliant and able to prove PCI compliance by providing an Attestation of Compliance document to the County on a quarterly basis. This document shall be produced by an independent security firm that audits the Contractor's systems.
- ii) These credit card transactions shall interface with the Contractor's banking system and update the inmate's banking account balances in real-time. The EFT transactions should also update (debit) the County's bank account in real time (or not later than the end of the next day) to account for the funds that the inmate is able to expend and/or to ensure that the County's bank account balance is reflective and includes funds that have been debited to an inmate's banking account and are subject to being released with the inmate's release or transfer to another agency. The Contractor shall assume full liability for all losses (stolen/bad credit cards, etc.) and hold the County harmless from any "put/charge back" transactions.
- iii) The Contractor's EFT process shall track all deposits and real-time posting of transactions made to inmate accounts during the shift and include the ability to obtain end of shift/period reports for all transactions sent to the County's

bank. A transaction receipt number shall be included on the report and the receipt numbers shall be in sequential order without crossing over with other deposits being made manually at other posts (see Paragraph I below for specifics).

- iv) The EFT transactions shall be at no cost to ECCD or the County (to include the booking kiosk transactions) and the Contractor shall identify proposed fees to be charged to external customers for each transaction.
- 12) The system shall issue sequential receipt numbers for each deposit item processed. The receipt numbers shall be assigned based on specific posts/means for deposit (i.e. In post, Drop/Mail Deposit post, booking kiosk, public kiosk, telephone, internet, etc.) and receipt numbers shall be issued in sequence for each post/means for deposit in specific order relative to the transactions processed at that particular post or by those means. In no cases are the receipt numbers to be issued across posts or means for deposit (i.e. the In post should issue receipts as I0000001, I0000002, etc., the Drop/Mail post should issue receipts as D0000001, D0000002, etc., booking kiosk deposits as BK0000001, BK0000002, etc. and so on). The system shall also contain separate input fields for money order, check number, etc. as well as a memo field for notes (depositor's name, etc.).
- 13) When any type of deposit is processed against an inmate's banking account, and an inmate's account is carrying an accounts receivable/debt amount, the system shall have the ability to collect a portion/percentage of the deposit as set by ECCD (currently this feature is available but not being utilized) and to process the collected funds into the general ledger account established for the specific debt (i.e. Dental Assistant charges, Doctor Sick Call charges, etc.).
- 14) Inmate withdrawal transactions/events to include the following (at a minimum):
- i) 3rd Party Check Release
 - ii) Bond Check Disbursement
 - iii) Facility Transfer Check Disbursement
 - iv) Main Bond release
 - v) Pre-paid Card release
- 15) The system shall have the ability to issue and write checks. The check number shall be contained in a separate field as well as a memo filed for notes (county name, etc.) The check writing process shall include the ability to download daily (seven days per week) check information and the ability to create (and submit) a "positive-pay" file to the County's bank's automated banking system (currently Bank of America's online banking system). This requirement allows the bank to screen out unauthorized/ invalid checks prior to acceptance/cashing.

- 16) The system shall have the ability to issue (at the time of release) pre-paid debit/release cards loadable with varying amounts based on inmate account balances and ECCD policy.
- i) The card shall be able to be used to make cash withdrawals at varying automated transaction machines and this service shall be provided at no cost to the County. The Contractor shall identify proposed fees to be charged to external customers for each transaction.
 - ii) The system shall have the ability to issue pre-paid transaction cards. The pre-paid card number shall be contained in a separate field and a memo field for notes (county name, etc.) shall be included. The pre-paid card process shall include the ability to download daily (seven days per week) card information. The Contractor shall assume full liability for all cash losses (stolen/bad pre-paid cards, etc.) and hold the County harmless from any "put/charge back" transactions.
- 17) Inmate charge transactions/events to include, at a minimum, the following:

Automated Daily Subsistence Fee – The system shall automatically charge a *daily subsistence fee. This fee (currently \$3.00 per day) is set by the Board of County Commissioners and is subject to change at their discretion and is currently charged at 12 a.m. each day. The fee shall be charged to inmates whose fee indicator is equal to a "Y".

Manual Charge Transactions (at a minimum):

- i) Dental Sick Call charges
- ii) Doctor Sick Call charges
- iii) Nurse Sick Call charges
- iv) Medication charges
- ix) Property Damage charges
- xii) Daily subsistence fee (for use with manual needs as determined by ECCD)
- xiii) Jail (booking) processing fee (for use with manual needs as determined by ECCD)

At any such time that one of the above noted charge events is processed against an inmate account that does not have the available fund balance to pay for the charge, the system shall have the ability to collect what is available based on a minimum remaining account balance as set by ECCD and to create an accounts receivable balance/debt for the uncollected amount within the inmate's account to be collected (by the system) at such time that the account receives any deposit after the debt/accounts receivable amount is created. The collection transaction is to be established to collect debt amounts based on a percentage of the deposit as set by ECCD (currently this feature is not being utilized by Escambia County) and to process the collected funds into the general ledger account established for the specific debt (i.e. Dental Assistant charges, Doctor Sick Call charges, etc.). ECCD also

requires the ability to disable all debt collection (related to automated fees and manual charges) so that balances owed are only collected upon an inmate's release from custody.

- 18) The system shall include the capability to remove/purge all debt amounts owed when the posted debt remains uncollected three (3) years past the initial date of input.
- 19) Non-drawer balance inmate account affecting transactions/events to include at a minimum the following):
 - i) Returned Deposit transaction (reduces inmate's account balance for NSF's, etc.)
 - ii) Bad Deposit transaction (reduces inmate's account for transaction posted in error, works/washes with Deposit Correction transaction, noted below)
 - iii) Deposit Correction transaction (used to place funds into correct inmate's account when input error is identified after deposit has been sent to bank, works/washes with Bad Deposit transaction, noted above)
 - iv) Abandoned Funds removal - used to reduce inmate's account (without affecting cash/drawer balance) for submission to state
- 20) The Contractor agrees to provide the system, server, software and hardware (including peripherals, printers, check printers, etc.) involved with all aspects of the Inmate Banking System in strict compliance with the County's Computing Standards as outlined in Exhibit 3 herein.
- 21) The system shall allow for voiding of any and all transactions/events noted above. This feature shall be able to be restricted to certain users as determined by ECCD.
- 22) The system shall include a reports module that allows for real-time downloading (at a minimum) of the following Inmate Banking reports:
 - i) End-of-shift deposit, withdrawal, and checking reports
 - ii) Deposit, withdrawal and checking reports by user specified to and from date/timeframes, post locations, money order/check numbers, etc.
 - iii) Reports specific to user specified transaction/event types (i.e. deposits by type, withdrawals by type, and charges by type) by user specified to and from date/timeframes
 - iv) Inmate account balance reports by inmate name and/or jail number to include system balance, debt and closeout/release amounts (needed during downtimes and for contingencies)
 - v) Report for jail/booking processing fee and daily subsistence fee collection data by inmate to include daily charged amount, daily amount collected and summary data for total inmate population

Note: The reports module shall include the ability to download all reports into Excel spreadsheet files. Each report shall include (at a

minimum,) the inmate's name, inmate number, transaction/event processed, amount, date and time processed, receipt number, and provide the ability to query by any other field contained within the database.

- 23) The system shall provide an interface which creates the ability for inmates to purchase phone time minutes from the commissary and have the purchase information provided to the contractor utilized by the facilities for the inmate telephone system (Main Jail and Work Release currently utilize Global Tel*Link and the Road Prison currently utilizes Network Communications International Corporation).
- E. The Contractor shall keep full and accurate accounts of sales and other records related to the Commissary Services. The Contractor shall retain all such records for a period of five (5) years after the termination of any contract for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's sub-contractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with sub-contractor(s) and suppliers.
- F. The system shall also allow for a minimum of four (4) security levels for the purpose of establishing input capability, reporting capability, inquiry/view-only and administration of user accounts.
- G. The Contractor shall provide system changes at no charge to the County. These changes may include (but are not limited to) adjustments to any interfaced data, additional transactions/events, and inclusion of additional automated transactions as needed.
- H. If at any time ECCD or the County decides to implement their own inmate Banking system, the Contractor shall be responsible for the following:
 - 1) Providing of an interface to convert the data within the Contractor's inmate banking system to the ECCD/County's system. The interface shall include, at a minimum, all inmate items interfaced during the booking process as noted in Inmate Services Section E. paragraph 6, items a. through f. above, as well as the inmate's system balance, debt information (including history of open/unpaid items, etc.), closeout/release amounts, and other information as deemed necessary by ECCD.
 - 2) Creating an interface for the exchanging of inmate store sales/order information to include, but not limited to, commissionable items, non-commissionable items, indigent items, sales tax information, etc.
 - 3) Continuing and/or creation of reports as determined by ECCD needed to validate and reconcile store sales/order transactions, the Contractor's invoice, etc.
- I. The Contractor shall provide an inmate request/grievance tracking system.
- J. The Contractor shall provide the general public with a platform from which they can order pre-packaged selections of items to be delivered to inmates

no more than 3 business days after the receipt of the order.

4. Preferred/Optional Services

- A. In addition to the required services listed in Section 3, the Escambia County Corrections Department has an interest in any options that reduce the level of time required of operational staff. These options may include software/hardware tools and/or procedural changes that automate and simplify various staff-intensive processes.
- B. Any additional specialty offers/value added services should be clearly outlined as part of the Contractor's submittal.

5. Inventory Requirements

- A. The current approved list of items for sale to inmates is attached as Exhibit 1, "Escambia County Store Item List". There are quantity and/or frequency limitations on over the counter medications and indigent items. These limitations will be provided to the Contractor upon contract execution. ECCD retains the right to limit quantities and frequencies of any item sold as well as place ordering caps as they deem necessary. ECCD also determines "gender specific" items. Note: The Contractor's system shall contain the ability for item quantity and frequency limits as well as gender limits as specified by ECCD.
- B. The Contractor shall **not** provide any items for sale to inmates that have **not** been approved by the ECCD in accordance with the terms of this contract.
- C. The Contractor shall provide, purchase and maintain custody of items mutually agreed upon by the Contractor and the ECCD for purchase by inmates of the ECCD under the provisions of this contract. The Contractor's stock shall not be maintained on the premises of the ECCD.
- D. After Board approval and award of contract, the Contractor shall submit a proposed Store Items List to the County. The County will review said list and work with the Contractor on any recommended changes. As part of this review, the County will request a sample of any item which it deems requires a physical inspection prior to acceptance. All samples will be returned to the Contractor in the same condition as received. Prior to the County's final approval of an acceptable Store Items List, the Contractor shall hire an independent 3rd party company to provide a certified "fair market value" survey of items sold in the local community that are comparable to items contained on the Store Items List. "Fair market value" prices shall be obtained from three retail establishments within Escambia County, one (1) of which shall be a large retail store, i.e. Kmart, Wal-Mart, Target, Publix, etc. The prices obtained from the three stores shall be added together and the total divided by three to obtain an average price based on per ounce/item equivalents). The average price shall be considered the "fair market value" for the purposes of the contract. The contractor shall comply with Florida Model Jail Standards, Section 10.01 (b) and Florida Statute 951.23 (9) B requiring inmate commissary prices be set at "fair market value". The 3rd party company conducting the "fair market value" survey shall submit their results with a cover memo. Items found to be above the fair market value shall be reduced to a price within fair market value as determined by ECCD.

The Fair Market Value survey shall be a requirement of the Contractor on an annual basis for the duration of the contract.

The Contractor may request price increases for items determined to be below the Fair Market Value. Proposed price increases must be approved by ECCD prior to implementation.

- E. The Contractor shall bill the ECCD for the Contractor's cost of goods (only) provided to indigent inmates (i.e. indigent medications, indigent clothing, indigent hygiene, indigent kits, etc.) No other costs for the provision of goods to inmates pursuant to this contract may be billed to the ECCD.
- F. The Contractor shall request in writing and obtain written approval from the ECCD Contract Monitor for the substitution of any item prior to offering said substitution item for sale to inmates.
- G. The Contractor shall, whenever possible, utilize items packaged for institutional use. Any items packaged in glass, heavy metal or containers that, in the opinion of the ECCD Staff, may be used as weapons or tools will not be permitted in the Corrections facilities.
- H. The Contractor shall, whenever possible, provide non-food items offered for sale to inmates packaged in clear or translucent containers.
- I. The Contractor shall not provide any products containing alcohol for sale to inmates.
- J. The Contractor shall sell "Security Sensitive" items whenever possible. In particular, the Contractor shall sell the transparent GPX (brand/trademark) AM/FM Radio and each radio shall be engraved with the inmate's jail number and the headphones shall be removed from the package before delivery to the ECCD premises. The Contractor shall sell a separate set of "ear buds" in place of the removed headphones.
- K. The ECCD retains the discretion to approve/disapprove any product for distribution to inmates and the quantities allowed, as well as the frequency of sale of items.
- L. The Contractor shall, at a minimum, provide products in all the following categories (see Exhibit 1 for detailed items, sizes, etc.):
 - 1) Stamps, stationary, greeting cards and writing supplies
 - 2) Candy, cookies, crackers, chips, peanuts and like snacks
 - 3) Approved personal hygiene items such as shampoo, conditioner, deodorant, toothpaste, etc.
 - 4) Approved over-the-counter medications
 - 5) Underwear, socks, shorts and shoes
 - 6) Indigent clothing, hygiene items and over the counter
 - 7) Indigent Kits (the contents of which will be established by the Department upon award)

Note: Indigent inmates are defined as inmates who maintain an account balance of less than \$1.00 for a consecutive period greater than seven (7) days. At any such time that an indigent inmate orders an indigent item(s) or kit, the inmate banking system shall collect any available balance and create an accounts receivable balance/debt within the inmate's account for

any uncollected difference. The system shall be able to collect the accounts receivable/debt amount at any such time that the account receives any deposit after the debt/accounts receivable amount is created. The collection transaction is to be established to collect up to 50% (as needed) of the deposited amount against the debt/accounts receivable amount and to process the collected funds into the general ledger account established for the specific indigent debt (i.e. indigent repayment). The features which allows the system to collect debt automatically on deposit must also have the ability to be disengaged when its use is not desired.

6. Delivery of Commissary Items to Inmates

- A. The Contractor shall deliver commissary items to the Main Jail and Work Release through the identified service delivery entrance and to the inmates within the cell areas under the supervision of the Correctional Officers on duty. In regard to the Road Prison facility, the orders should be delivered to the Road Prison for distribution by the Road Prison staff during non-working hours.
- B. In cases where an inmate has been moved to a different housing location after placing a store order, the Contractor shall verify that the inmate is authorized to receive the goods purchased in the new housing location. When it is determined that the inmate is authorized to receive the items, the Contractor shall deliver the order to the new housing location. If the inmate is NOT authorized to receive the items in the new housing location, the store order shall be returned to stock and the Contractor shall process a refund to the inmate's account.
- C. The Contractor shall package the inmate orders in sealed containers that allow for visual inspection of the contents without breaking the seal.
- D. The Contractor shall deliver commissary items to inmates once per week.
- E. Off-line sales - In some instances, inmate claims of lost commissary items is substantiated due to movement for medical, courts, etc. and ECCD authorizes re-issuance of the lost items by the Contractor. When these cases arise, ECCD will notify the Contractor of the need for an off-line sale. The Contractor shall provide the replacement items to the inmate based on the ECCD notification and shall not process the order as a sale item against the inmate's account. The Contractor shall invoice ECCD for the items delivered (without charging sales tax) and the County will pay the invoice at the end of the month with the monthly invoice.

7. Inmate New Commit Kit Requirements

- A. Inmates that are retained after the initial appearance process are provided with a hygiene/stationary kit known as a "new commit kit." This kit is distributed by ECCD staff and will be purchased from the Contractor. The pricing of the kits must be at cost and the contents of the kit are as follows:
 - 1) Five (5) 0.34oz packets of body wash/shampoo
 - 2) One (1) 0.85oz Naturemint Toothpaste
 - 3) One (1) 3" thumb toothbrush
 - 4) One (1) 5" Black Comb
- B. ECCD will order the kits in bulk (approximately 1,500 per month) and the

Contractor shall provide a shipping receipt with each order.

- C. The Contractor shall invoice ECCD after each delivery and ECCD will add the cost of the new commit kits to the monthly invoice.
- D. The new commit kits are purchased by ECCD, paid from the Inmate Welfare Fund and are tax exempt.

8. Systems Reports, Daily Batch files, Monthly and End-of-Year Invoicing/Payment and Bank System Reconciliation

- A. The Contractor shall provide ECCD with an interface (i.e. Crystal Reports, etc. as approved through County standards), to allow for real-time running of all reports noted throughout this Scope of Services.
- B. Contractor shall be responsible for debiting the account balance of each inmate for the cost of his/her commissary order upon processing of the received commissary order form.
- C. The Contractor shall provide to ECCD daily batch files that include:
 - 1) Batch number and date orders were processed. Note: Charges and credits (refunds) shall be contained in separate batch files.
 - 2) Inmate order summary information to include, (each) inmate's name, jail number and total cost of items delivered/charged. Note: Indigent orders and other specialty/ value added orders shall be included (by inmate) in the batch file.
 - 3) Batch sales summary information that includes the following:
 - a) Total amount of merchandise sold (or refunded), plus sales tax, plus amount of indigent meds issued and indigent clothing issued
 - b) Applicable sales tax related to total (taxable) merchandise ordered/purchased (or refunded)
 - c) Gross sales (total merchandise sold amount, less sales tax amount)
 - d) Non-Commissionable sales amount (amount of non-profit items sold/refunded,) plus the indigent medications and clothing issued
 - e) Commissionable sales amount (gross sales less the non-commissionable sales amount)
 - f) Amount of Escambia County commission (commissionable sales amount multiplied by agreed commission rate)
 - g) Sub total amount due to/from Contractor (commissionable sales amount less amount of Orange County commission)
 - h) Amount due to/from Contractor (sub total amount plus non-commissionable sales amount)
 - 4) The preferred method for receiving the batch files is via daily email in Adobe file format. When this is not possible, the Contractor shall ensure that the batch files are received at ECCD not later than three (3) business days after processing

D. The Contractor shall provide ECCD with the ability to run an invoice through use of a real-time report. The report shall allow for a beginning and ending date and the output file shall be in Excel format. The invoice shall detail the following items:

- 1) A row for summary information for each day of the month by batch number and credit batch information by date processed. Note: each column should end with a total amount
- 2) A column identifying the total amount of items sold (relative to the batch/row)
- 3) A column identifying the portion of the total amount of items sold that was subject to commission
- 4) A column identifying the portion of the total amount of items sold that was for any specialty/value added item sales (commissionable item)
- 5) A column identifying the portion of the total amount of items sold that was not subject to commission (non-profit/commissionable items)
- 6) A column identifying the portion of the total amount of items sold that were non-taxable items
- 7) A column identifying the portion of the total amount of items sold that were taxable items
- 8) A column identifying the amount of sales tax related to the taxable items sold
- 9) A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent medications issued
- 10) A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent clothing issued
- 11) A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent kits issued
- 12) The amount owed to the Contractor with summary information identifying the total of commissionable items less commission due ECCD (at rate agreed upon in contract,) plus non-profit items sold, plus amount due for indigent medications, clothing and kits.

Note: Any invoices for costs of new commit kits received during the month shall be added to the monthly invoice (by ECCD), as a non-commissionable purchase item and ECCD will include these costs in the monthly payment.

E. On the first business day of each month, ECCD will run a monthly invoice report (for the prior calendar month) and reconcile the daily batch file information to the invoice report. Once validated as correct, ECCD will submit the invoice to the Escambia County Comptroller's Finance section for payment. Note: In normal circumstances the payment voucher will be submitted no later than fourteen (14) calendar days after the first of the

month and the Comptroller will need up to an additional ten (10) days to pay the invoice, however, discrepancies with the invoice report and batch files could be cause for delay.

- F. Any time the batch file information does not reconcile with the invoice, the Contractor shall be responsible for assisting with finding the discrepancy and shall correct account entries as needed.
- G. At the end of each Escambia County Fiscal Year (FY), the County will total the actual amount of cumulative commissions paid and determine the appropriate guaranteed minimum annual commission amount for the FY based on the annual Average Daily Population (ADP) for that FY. The cumulative commission paid/due amount for the FY shall be compared to the guaranteed minimum annual commission amount and in cases where the cumulative commissions paid/due amount for the FY is less than the guaranteed minimum annual commission amount, the final invoice for inmate goods shall be reduced by the amount needed to reach the guaranteed minimum annual commission amount.

Note: Partial FY One and Year One Renewal contract periods will be prorated; all other contract periods will be calculated based upon Escambia County Fiscal Year periods (October 1st through September 30th). In any case, where reducing the final invoice does not provide for the guaranteed minimum annual commission amount based on the average inmate population, the County will notify the Contractor of the shortfall in writing and the Contractor shall remit the difference by check to ECCD within thirty (30) days of written notice.

As an attachment to the final payment invoice for each FY, the County will include a report listing the monthly amount of commissions received for that contract period, to include the cumulative commission total and the annual daily ADP for the FY.

- H. The Contractor shall provide ECCD with the ability to run a General Ledger report through use of a real-time reporting system. The report shall allow for the following:
 - 1) A beginning and ending date and the output file shall be in Excel format and shall summarize the daily amounts for all transactions/events noted throughout this Scope of Services.
 - 2) The amount related to the cost of indigent items and kits purchased.
 - 3) The amount pertaining to the costs collected (from subsequent deposits) for accounts receivables created for previously ordered indigent items and kits.
 - 4) The amount of store orders processed against inmate accounts.
 - 5) The amount of store order refunds pertaining previously charged/purchased goods.
 - 6) Columns identifying every event type (deposits by type/location, withdrawals by type, charges by type, EFT deposits by type/location, etc.) Note: each column should end with a total amount.

- 7) The beginning (total) inmate balance amount based on balance as of midnight for beginning (requested) date.
- 8) A net change total of all items listed (this represents the actual change in the total of all inmate balances based on the transaction processed).
- 8) The ending (total) inmate balance amount based on balance as of 11:59 p.m. for ending (requested) date.

9. Liquidated Damages

- A. On any scheduled commissary delivery day in which the Contractor fails to deliver the commissary orders within four (4) hours of the scheduled time, the Contractor shall pay liquidated damages of \$500.00.
- B. In the event the Contractor does not deliver the commissary orders within twenty-four (24) hours of the scheduled delivery time, the Contractor shall pay liquidated damages of \$1,000 for every day, or portion of a day, after the day scheduled for delivery.
- C. On any scheduled commissary delivery day in which the Contractor fails to deliver 100% of the commissary orders, the Contractor shall pay liquidated damages of \$100 if undelivered orders equal over 2% of the orders scheduled for delivery.
- D. Failure of the Contractor to maintain a 98% on time order completion rate shall be considered a material breach of the Contract.

10. Security and Identification

- A. All costs for background investigations shall be Contractor's responsibility. At all times, the County retains the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.
- B. Background checks for the Contractor's staff must be approved by the County prior to working in any County facility. The Contractor is responsible for obtaining the necessary forms for background checks as follows:
 - 1) All Contractor's staff working at any Corrections related facility - request forms via e-mail from internal affairs.
 - 2) All Contractor's staff working at other Escambia County facilities - submit a completed FDLE form found at www.fdle.state.fl.us/ (if there is a cost, this will be passed on to the Contractor) via e-mail to internal affairs for approval.

For security purposes and to maintain privacy when submitting FDLE Background Checks via e-mail the subject line of the email must contain the following: ***EXEMPT***

Due to the time required to process background checks, the Contractor should allow 2-3 weeks turn-around time. Each County representative will inform the Contractor of their background check results.

Upon background check approval, the Contractor's staff shall go to the Escambia County Human Resources office located at 221 Palafox Place, Pensacola, Florida 32501 with an Affidavit of Identity form (issued by the Contractor) and a State of Florida I.D. or Driver's License to obtain their Escambia County photo I.D. badge.

- C. Contractor's employees shall not be allowed to work in Escambia County facilities without completed and approved background investigations.
- D. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County's representative in writing, of such termination or transfer.
- E. The Contractor shall report the arrest of any employee working under the terms of this contract to the County's representative within twenty four (24) hours of knowledge of the arrest. It shall be subject to the approval of the County whether the employee shall continue to work at County locations within this contract.
- F. The Contractor shall remove from County premises any of their employees who, in the opinion of the County's representative, is not performing the services in a proper manner, or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. The County's representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. The Contractor shall establish, implement and maintain procedures and controls to ensure that their employees comply with all applicable provisions of the contract and all site rules and practices of the County.
- G. The Contractor shall not use employees of any temporary help-type employment agency to supplement their work force in County facilities for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's representative.
- H. The Contractor shall prevent its employees from tampering with any owned items of County employees or County owned property or entering any area unless required in the performance of the services.

11. Special Conditions for Working at the Corrections Facilities

The following are specific conditions and rules that must be followed while providing services at any Corrections Facilities.

- A. All Contractor employees shall carry a valid ID at all times.

- B. The Contractor shall provide a list of all employees that will be working inside any Corrections facility. A full criminal history shall be run on each employee by the Corrections Department at no cost to the Contractor. No Contractor employee will be allowed to work inside any Corrections facility if they are on active probation, home confinement, and parole or have been arrested within the last five (5) years or have been arrested for any crime involving violence, drugs, or theft. The Contractor employee list shall include:
1. Employee's full name
 2. Employee's date of birth
 3. Employee's race/sex
 4. Employee's Social Security number
 5. Employee's Driver's License number
- C. Only authorized employees of the Contractor shall be allowed to work at any Corrections facility. WORK RELEASE INMATES ARE NOT AUTHORIZED TO WORK ON ANY CORRECTIONS FACILITY CONTRACT.
- D. Contractor's employee shall wear their Contractor issued ID on the collar of their shirt at all times while in any Corrections facility. This ID will be issued to each Contractor employee at the Escambia County Human Resources Department and will only be given upon surrendering of a valid personal ID.
- E. If an ID is lost, the Contractor's employee shall report it immediately to their escort officer.
- F. In the event of an emergency, the Contractor's employee shall report it to the nearest Corrections staff member. They will contact 911.
- G. The Contractor's employees shall always follow the direction of the escort officer.
- H. The Contractor's employees shall not bring tobacco or tobacco products inside any Corrections facility or on top of any roof or within any Corrections facility fence line.
- I. The Contractor's employees shall not bring or wear hats or sunglasses inside any Corrections facility.
- J. The Contractor's employees shall not bring any cell phones inside the facility unless authorized by Corrections.
- K. Contractor vehicles shall have the windows rolled up and be locked at all times and parked in only pre-authorized areas.
- L. The Contractor shall ensure that during breaks, if a Contractor's employee leaves an area, all tools must be removed.
- M. All Contractor tools will be inventoried going into and out of a Corrections facility. Contractor shall ensure that employees take in only what is needed to perform the services.
- N. At the end of each workday, the Contractor shall ensure that all tools and debris are collected. The Contractor shall conduct an inspection of all areas to ensure all tools are accounted for and properly stored.

- O. No illegal drugs or drug paraphernalia are allowed in the compound.
- P. No weapons, guns or ammunition are allowed in any Corrections facility.
- Q. The Contractor shall ensure that no inmate interaction occurs. The Contractor's employees shall not talk to or give or receive anything from an inmate, including cigarettes.
- R. The Contractor shall only use storage areas approved at the beginning of the contract, unless otherwise permitted by an authorized County representative.
- S. The Contractor shall not leave clothing unattended, including hats and sunglasses.
- T. The Contractor and their employees shall be subject to search upon entering or exiting the facility. The Contractor shall also make employees aware that random searches may be conducted while they are within the facility at any time.

12. Right of Inspection:

The Contractor shall permit ECCD personnel to inspect all parts of the commissary areas of ECCD without notice at any time. The Contract Monitor shall be provided access to all areas under the control of the Contractor at any time, as well as unrestricted access to all Contractors' documents pertaining to the operation of the ECCD commissary sections, with or without advance notice from the Contract Monitor.

PROPOSAL FORMAT

The County reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

Proposers must respond in the format delineated below and tabbed as applicable.

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

PHASE 1 – QUALIFICATIONS AND WRITTEN TECHNICAL APPROACH

A. Letter of Transmittal

Each Proposal shall be accompanied by a letter of transmittal which summarizes key points of the response to this Request for Proposals and is signed by an officer of the firm who is responsible for committing the firm's resources.

Your letter of transmittal shall include the following:

1. Name of the firm submitting the proposal,
2. Name and title of the individual with responsibility for this response and to whom matters regarding this RFP should be directed,
3. Mailing address, telephone number, fax number and email address of firm's primary contact.

B. Technical Approach to Commissary and Inmate Banking

Proposers shall demonstrate an understanding of every task or service required and each shall be clearly identified. A restatement of tasks or mere affirmation of willingness and ability to perform the tasks will not be considered responsive. The information presented shall be in sufficient detail to enable the County to ascertain the Proposer understands the results to be accomplished and the way in which the Proposer intends to accomplish them.

1. Proposers shall provide a complete description of the processes and systems proposed for:
 - a) Inmate ordering of goods, from the point of inmates receiving blank forms (including a copy of the proposed form) through receipt of the order by the Proposer and/or the ability for inmates to order goods through the use of a housing kiosk and/or telecommunications device.
 - b) The Proposer's ability to establish multiple store item menus, in both English and Spanish, to accommodate item restrictions levied on inmates housed in various housing units (i.e. hygiene only, female only, etc.).
 - c) The Proposer's ability to establish multiple store item menus, in both English and Spanish, to accommodate item restrictions levied on inmates based on medical needs (i.e. salt-free items, diabetic items, etc.).
 - d) Delivering the filled order to the inmate, including details of packaging, receipting and discrepancy reconciliation.
 - e) All inmate billing and banking (including copies of issued receipts, end of shift reports, general ledger information/reports, inmate account statements, etc.).
 - f) Handling of deposit items to include use of kiosks for initial booking funds receipt, public deposit transactions, web-based and telecommunications technology and manual systems input transactions.
 - g) Funds release processing to include manual cash and check release transactions and debit card release capabilities.
 - h) Provision of a receipt to individual inmates.
 - i) Provision for refund of charges for orders undelivered due to the transfer of an inmate to another agency.
 - j) All billing to ECCD (including copies of daily batch files, monthly invoices, general ledger information/reports, etc.).
 - k) Process and timeline for (potential) transition from old commissary provider to new commissary provider with regards to account balance transfers (to include inmate debt balances), installation of needed hardware and software applications, sales of items during the transition period, and etc.
 - l) Process and timeline for transitioning to new commissary provider at the end of contract term with regards to items noted in item 9 above.

1. The current approved list of items for sale to inmates is attached as Exhibit 1, "Escambia County Store Item List". Proposers shall provide an "items to be sold

list” which includes both name brand and generic items for the best possible price for inmate purchases. The list shall include item information, name brand (manufacturer), item sizes/net weights (ounces, small, medium, etc.) and proposed price. NOTE- A third party fair market value survey is not required with the RFP submittal, however the fair market value survey will be required from the awarded Contractor prior to the County’s acceptance of the final Store Item List and annually thereafter.

2. Proposers shall also include a product list identifying proposed indigent items (to include sizes, net weights, etc.). The Proposer shall price all indigent items and the indigent kit based on their cost of goods.
3. Proposed pricing for all items noted on the submitted “items to be sold list” shall be all inclusive prices and no other costs (i.e. packaging, shipping, etc.) shall be added to the listed prices.
4. Proposers shall provide a list of the proposed items (including net weights, etc.) to be contained in any specialty/value added order offers.
5. Proposers shall provide sample new commit kits and proposed pricing for the kits (see Scope of Services, Section 6 for specifics) on Attachment B, Fee Proposal Form herein.
6. Proposers shall provide a complete description of any automated ordering, billing or discrepancy reconciliation system (to include copies where possible,) including the database utilized and any computer hardware that would be installed at the ECCD.
7. Proposers shall describe in detail the training that would be provided for any ECCD staff that may be required to enter or retrieve data in the Proposer’s automated system.
8. Proposers shall provide a proposed schedule for the delivery of commissary goods to the inmate housing areas of the Corrections complex (see Exhibit 2). An example of ECCD’s current delivery schedule is noted in Exhibit 2.
9. Proposers shall submit a written plan (limited to 2 pages) for transferring control of commissary services to the County or to another Proposer upon termination of the contract.

EVALUATION OF PHASE 1 - Qualifications and Written Technical Approach

County staff will evaluate proposer’s submitted documentation for the qualification of firm, qualification of staff and written technical approach as required in Sections 2, 3 and 4. The evaluation score for Phase 1 will be calculated based on the weighted criteria in the table below. Only those proposers scoring 600 or above in Phase 1 will be selected to continue to Phase 2 of the evaluation process.

Phase 1 will be calculated based on the following weighted criteria.

<u>SECTION</u>	<u>SELECTION CRITERIA</u>	<u>SCORE RANGE</u>	<u>WEIGHT</u>
1.	Qualification of Firm	1 - 5	60
2.	Qualification of Staff	1 - 5	60
3.	Technical Approach	1 – 5	80
Total Possible Final Points for Phase 1 -			1000

Each section will be evaluated using a score of 1 to 5 with 1 being the lowest score and 5 being the highest score.

The formula for calculating an evaluation score is as follows: each section has a maximum number of five points. The total number of points the proposer receives for each section will be multiplied by the weight of said section to obtain the final section score. The total score for each section shall be added together to derive each proposer's final score for Phase 1.

EVALUATION OF PHASE 2 - On-Site Product Demonstrations with Review of Phase 1 Responses and Fact Finding

Only those proposers scoring 600 or above in Phase 1 will be allowed to participate in Phase 2 of the evaluation process, product demonstrations and fact finding.

1. During the product demonstrations, proposers will be asked to make an oral, on-site, WEBEX or GoToMeeting type presentation and provide a demonstration of their proposed solution. The presentation will provide proposers with an opportunity to explain the functional and technical capabilities of their product. Proposers shall also be prepared to answer detailed questions regarding their response to the County's functional requirements identified in the RFP including required custom modifications, data conversion and interface requirements. All demonstrations must be presented by staff that are familiar with the technical aspects and design constraints of the product. This presentation shall either be conducted in Pensacola, Florida or from the proposer's location via WEBEX or GoToMeeting or similar web conferencing platform that will allow the County to view the full functionality of the product. The County may videotape the demonstrations at its discretion.
2. The fact-finding portion of the presentation will follow the product demonstration. The fact finding provides the opportunity for the proposer to hear/view and understand County existing systems, processes and procedures, and gather all of the necessary information, details and clarifications that will assist the proposer in the preparation and finalization of their cost proposal.
3. The specific place and time for the product presentation and fact finding will be determined after the Phase 1 evaluation of the proposals has been completed. Qualified proposers shall be notified of their scheduled demonstration date as soon as possible. The County anticipates that the length of demonstrations and fact finding combined will be limited to one eight-hour business day. Therefore, each proposer that qualifies for Phase 2 shall have one day to provide both the product demonstration and fact finding.
4. **Proposer's product demonstration shall be presented using only the information, data and scenarios in Attachment A.** Proposer shall have all inmate data and scenario details setup in their system prior to the demonstration.

Phase 2 will be evaluated and calculated based on the following weighted criteria:

<u>SECTION</u>	<u>SELECTION CRITERIA</u>	<u>SCORE RANGE</u>	<u>WEIGHT</u>
1.	Scenarios 1 through 28 Each scenario will be scored separately based on the product's ability to perform the required function within that specific scenario	1 – 5 per scenario	5 per scenario
2.	Scenario 29-31 - Reports	1 - 5 per scenario	20 per scenario

Total Possible Final Points for Phase 2 - 1000

Each product demonstration/fact finding will be evaluated in all scenarios with the weight listed above being a maximum score. Each scenario will be scored with a range of 1 through 5 and the score multiplied by the weight listed for the applicable section. Section 1 has 28 scenarios, each with a weight of 5, totaling 700 possible points. Section 2 has 3 scenarios, each with a weight of 20, totaling 300 possible points. The total score for both sections shall be added together to derive each proposer's final score for Phase 2.

Only those proposers scoring 600 or above in Phase 2 will be selected to continue to Phase 3 of the evaluation process.

EVALUATION OF PHASE 3 - Fee Proposal and Location

Only those proposers scoring 600 or above in Phase 2 will be selected to continue to Phase 3 of the evaluation process, fee proposal, and location.

1. Fee Proposal

- A. Proposer shall complete and submit the Fee Proposal Form herein as Attachment B.
- B. Proposer shall propose the payable commission percentage rate as follows:
 - 1. An Escambia County Inmate Sales Commission rate/percentage to be paid to Escambia County (based on Adjusted Gross Sales, as defined below) for each period of the contract. Each month, ECCD will reduce the amount due on the Proposer's monthly invoice by the calculated commission amount and shall deposit these proceeds into the Inmate Welfare Fund.

The adjusted gross sales amount to be utilized for each noted commission is defined/calculated as follows:

Total amount of merchandise sold/issued to inmates on behalf of
ECCD
Minus Applicable Sales Tax
Minus all "Indigent Items" issued
Minus Non-Profit Items (stamps, stamped envelopes, etc.)
Equals Adjusted Gross Sales

- 2. The Escambia County Inmate Sales Commission fee proposal shall also include a scaled guaranteed minimum commission payable amount based

on ECCD's non-Work Release annual average daily inmate population calculated at the end of each timeframe as noted in Attachment B. Rules governing how this item is calculated versus actual paid/due commission amount are noted in Attachment B.

- C. Proposer shall propose the cost of individual new commit kits as defined in Section IX, item 6 herein.
- D. The following EFT fees are the only contractually allowed fees that may be charged directly to inmates for any and all additional services outside of the purchase of commissary products. Any additional EFT fees or miscellaneous charges to inmates will not be allowed throughout the life of the contract. **In addition, the EFT fees listed below will be limited to a maximum charge per transaction.**

The following EFT fees for transactions shall be as defined in Scope of Services, Section 3, Sub-Section H, paragraphs 1 through 5:

- 1) Proposer shall propose a fee charge for public debit/credit card deposits through the use of a public deposit machine/kiosk. The proposed fee cannot exceed \$3.00 per deposit transaction.
 - 2) Proposer shall propose a fee charge for public credit card deposits through the use of telephone or Internet access. The proposed fee cannot exceed \$4.95 per deposit transaction.
 - 3) Proposer shall propose a fee associated with pre-paid debit card/release transactions. The use of the card shall be free for the first 72 hours after release. The maximum fee that can be charged is \$3.00/day thereafter.
- E. Proposer shall outline in detail any specialty/value added items or services that they would propose offering as part of the contract award.

The Proposer understands that this RFP does not constitute an agreement or contract with the Proposers. Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

Evaluation of Phase 3 - Fee Proposal and Location

<u>Criteria</u>	<u>Weight</u>
Inmate Sales Commission	900
Guaranteed Minimum Annual Commissions	700
New Commit Kits	200
EFT and Miscellaneous Fees/Charges	100
Specialty/Value Added Offerings	<u>100</u>
Total Possible Fee Proposal Points - 2000	
Total Possible Final Points for Phase 3 - 2000	
Phase 1 Score	1000
Phase 2 Score	1000
Phase 3 Score	<u>2000</u>
Total Phase 1, Phase 2 and Phase 3 Score	4000

ATTACHMENT A

PHASE 2

ON-SITE BANKING SYSTEM DEMONSTRATION

Only those proposers scoring 600 or above in Phase 1 will be selected to continue to Phase 2 of the evaluation process.

Proposer's banking system demonstration shall be presented using only the information, data and scenarios in this attachment. Proposer shall have all inmate data, scenario details and any applicable software customization setup in their system prior to the demonstration. The County will not pay any additional cost for customization of proposer's software to accommodate the banking services required in this RFP.

SECTION 1 - INMATE ACCOUNTING

Proposer shall only utilize the inmate account information as set forth in the following table. An account shall be set up for each individual inmate as listed to be used during the presentation of scenarios 1 through 28 below:

Inmate Last Name	Inmate First Name	Booking/Jail #	Date of birth	Sex	Building (Location)	Fee (Y/N)	Active/ Inactive
Davidson	David	12111111	6/2/1956	M	Genesis 2a	Y	Active
Lawrence	Larry	12000230	6/9/1958	M	Horizon 6D	N	Active
Robertson	Robert	12033556	12/6/1957	M	Main 3T	Y	Active
Jamison	Jimmy	12044455	9/17/1992	M	Whitcomb	N	Active
Ghost	Kasper	12012345	8/20/1988	M	Phoenix	Y	Active
Ghost	Kasper	09002340	8/20/1988	M	Phoenix	Y	Inactive
Rabbit	Roger	12102245	5/5/1933	M	Pod B	Y	Active
Rabbit	Roger	10000345	5/5/1933	M	Phoenix	Y	Inactive
Jamison	Jenny	12055444	9/15/1987	F	FDC B	Y	Active
Rat	Randy	12123465	6/1/1955	M	Whitcomb	N	Active
Mole	Mandy	12321456	5/23/1945	F	FCD C	Y	Active
Mole	Mandy	11007865	5/23/1945	F	FCD K	Y	Inactive
Poppins	Marilyn	12111110	1/1/1910	F	FDC K	Y	Active
Rainbow	Arielle	12243570	3/31/1950	F	FDC K	N	Active
Missy	Myllinda	12087609	2/25/1945	F	FDC A	Y	Active

1. Mandatory:

- a. System shall accommodate all of the above-mentioned fields.
- b. System shall differentiate the receipts according to which drawer entered/processed the transaction (including the deposits, withdrawals, charges, etc.).
- c. Demonstrate the various security levels and the differences between.

Proposer shall demonstrate the following:

- 2. Account creation (accounts for inmates noted above); posting, accounts receivable and collection (booking fee); initial deposit; end of shift report; clearing the cash drawer.

- a. **Scenario 1:** Show the automated \$10.00 booking fee posted to the previously indicated accounts.
- b. **Scenario 2:** The following inmates had money when he/she was booked; display the process of depositing these amounts into his/her account:

Inmate Last Name	Booking/Jail #	Amount Deposited	Type of Deposit	Item Number
Davidson	12111111	3.00	Cash	
Robertson	12033556	30.00	Cash	
Jamison	12044455	200.00	Cash	
Ghost	12012345	5.00	Cash	
Rabbit	12102245	22.50	Cash	
Mole	12321456	522.67	Government Check	1000051112
Poppins	12111110	34.54	Cash	
Missy	12087609	234.87	Money Order	R2356798410

- c. **Scenario 3:** Update the following inmate for funds located after the initial booking (found while inmate still in booking, but monies already processed).

Inmate Last Name	Booking/Jail #	Amount Found
Rainbow	12243570	50.00

- d. **Scenario 4:** Display each inmate's accounts with accounts receivable and collections.
- e. **Scenario 5:** Display the End of Shift Report for processed deposit transactions with receipt numbers.
- f. **Scenario 6:** Display the clearing of the cash drawer totals (removal of funds deposited for current shift) that reset the drawer balance to zero.
3. Charge/process the daily subsistence fee (posting, account receivable and collection) and fee refunds.

- a. **Scenario 7:** Display the automated \$3.00 daily fee per day to the following accounts:

Inmate Last Name	Booking/Jail #	# Days
Davidson	12111111	3
Robertson	12033556	2
Jamison	12055444	1
Ghost	12012345	4
Rainbow	12243570	2
Rabbit	12102245	4
Mole	12321456	4

- b. **Scenario 8:** Display how an inmate daily fee status is changed from yes to no; and process a refund of the daily fee to the following inmate (Rabbit PO0654321 #12102245 for 2 days). How does the application maintain when the change was made?
4. Display how to process sequenced deposits – displaying the location, item details, account receivable collection, end of shift report with receipt numbers, and clearing of drawer total.

- a. **Scenario 9:** Display that the public deposited the following in the Corrections' Drop Box, and process the following deposit(s) into the inmate's accounts:

Inmate Last Name	Booking/Jail #	Received from Drop Box	From	Item #
Davidson	12111111	\$10 money order	Mom Davidson	9517532684
Davidson	12111111	\$20 money order	Joy Davidson	9517532685
Lawrence	12000230	\$100 Money order	Honey Mama	R2058963147
Robertson	12033556	\$30 money order	C. Robertson	R2645319872
Jamison	12055444	\$500 government check	Lakeville County	63985
Ghost	12012345	\$55 money order	Johnny Scumbag	497856231
Rabbit	12243570	\$200 money order	Becky Rabbit	357984612
Rabbit	12243570	\$40 money order	Peter Rabbit	R852369741
Jamison	12044455	\$50 money order	Dad Jamison	123654789
Rat	12123465	\$200 money order	Sister Mole	741369852

- b. **Scenario 10:** Display each inmate's accounts with account receivables and collections.
- c. **Scenario 11:** Display the End of Shift Report with receipt numbers for processed receivables and collections.
- d. **Scenario 12:** Display the clearing of the cash drawer total (removal of funds deposited for the shift) and reset the drawer balance to zero.
5. Display (demo as appropriate or show restriction tables, etc.) the following information for each inmate:

- Store Ordering
- Refunds
- Frequency
- Diet restrictions
- Gender
- Indigent items with frequency limits
- Housing restrictions
- Receipts

- Daily Order Reports
- a. **Scenario 13: Display and process** commissary orders and/or refunds for the following inmates:

Inmate Last Name	Booking/Jail #	Commissary Order
Davidson	12111111	\$50 commissary order
Ghost	12012345	\$44 commissary order
Jamison	12044455	\$20 commissary order
Rat	12123465	\$70 commissary order
Mole	12321456	\$50 commissary order
Jamison	12055444	\$70 commissary order
Mole	12321456	\$10 partial commissary refund
Ghost	12012345	\$15 indigent order

- b. **Scenario 14:** The following inmates tried to order commissary items, show their commissary order form and the items being denied due to commissary restrictions:

- Rabbit 12243570 Tries to order a bra (Rabbit is a male)
- Rat 12123465 Is diabetic, but tries to order a candy bar

6. Process the following charge transactions by various types and amounts with posting, collections and account receivable updates. Show end of processing report.

- a. **Scenario 15:** Process the various charge transactions and voids to the following inmate's accounts:

Inmate Last Name	Booking/Jail #	Charge Transactions
Davidson	12111111	\$5 Nurse visit
Lawrence	12000230	\$10 Doctor visit
Lawrence	12000230	\$10 Refund /void for Doctor
Jamison	12044455	\$48 Methadone
Rainbow	12243570	\$20 Medication charge
Rainbow	12243570	\$10 Refund for medication
Mole	11007865	\$5 Lost/damaged ID

7. Deposit the noted voids, returned money orders, account adjustments for inadvertently placed funds, etc.

- a. **Scenario 16:** It was discovered that the \$200.00 deposited into inmate Rat's 12123465 account should have been deposited into Mole's 12321456 account. Money was spent on commissary; however, commissary was able to stop delivery. Show how to recover the funds from the wrong account and place into the correct account.

- b. **Scenario 17:** A counterfeit \$50.00 was discovered at the bank (following deposit). It was determined that it had belonged to inmate Jamison 12044455. Display how to recover the funds from inmate Jamison's account.

- c. **Scenario 18:** A stop payment/returned money order \$40.00 for inmate Rabbit 12243570 was received from the bank. Show how to recover the funds from inmate Rabbit's account.

8. Process withdrawal transactions: Display initial drawer balance; releases to the public or bondsman, etc.; withdrawal to other agencies, inmate cash releases, cash card releases, and combinations thereof; display end of shift report.

- a. **Scenario 19:** Display initial drawer balance (Note: Prior to demo set balance @ \$2,000.00).
- b. **Scenario 20:** Display \$1,000.00 petty cash issued to cash drawer and new drawer balance.
- c. **Scenario 21:** Process and display the release of the following funds from the inmate's account (release to public may be to a friend, relative, other inmate, etc.):

Inmate Last Name	Booking/Jail #	Amount	Released type	Released To
Jamison	12044455	\$100.00	Public	Ms. Jones
Jamison	12055444	\$250.00	Ck IRM	Clerk of Courts
Robertson	12033556	\$52.00	TOT/TDY	Miami-Dade Department of Corrections
Lawrence	12000230	\$50.00	Public	N. Grace
Mole	12321456	\$200.00	Ck - IRM	Clerk of Courts
Lawrence	12087609	\$50.00	TOT/TDY	FL State Department of Corrections
Rabbit	12102245	\$164.50	Released with \$10 cash and \$154.50 remaining with cash card	Inmate released
Mole	12321456	\$100.00	Public	Rat (released inmate)
Mole	12321456	\$266.67	TOT/TDY	Transferred to FL State Department of Corrections with a check;
Poppins	12111110	\$29.54	TOT/TDY	FL State Department of Corrections
Rainbow	12243570	\$37.00	Released with \$10 in cash and \$27 cash card	Inmate released

- d. **Scenario 22:** Display the End of Shift Report from the previous transactions (should include inmate jail #/name, amount of transaction, receipt numbers, total amount, transaction count, etc.).

9. Process and display withdrawal transaction voids (cash release, check, cash card).

- a. **Scenario 23:** The withdrawal of \$100.00 from Jamison, Jimmy's account 12044455 was discovered to be an error. Void the \$100.00 withdrawal.

- b. **Scenario 24:** Poppins check to FL State Department of Corrections (\$29.54) was never cashed after 180 days. The check needs to be voided and the funds returned to Poppins's account.
10. Transactions from the safe: balancing, general journal, funds replenishment – issue funds processing, cash losses – replenishment from safe.
- a. **Scenario 25:** Prior to demo, set safe balance to \$40,000.00 (cross reference scenario # 21). Process issuance of \$1,000.00 to cash drawer from safe's petty cash (due to low funds available in cash drawer) and show safe balance.
- b. **Scenario 26:** Received petty cash replenishment of \$25,000.00 from downtown. Process and display how this is entered into the banking system.
- c. **Scenario 27:** Upon making a deposit to the bank, a \$50.00 counterfeit bill was discovered (the owner of the bill was unknown); process and display how to deduct the cash loss from the safe balance.
- d. **Scenario 28:** A \$50.00 check is received from downtown; process and display how these funds replenish the cash loss into the safe balance.

SECTION 2

1. MONTHLY INVOICING REPORT

Scenario 29: Display or provide the monthly invoicing report, is the report available in real-time, can it be exported to Excel and does the report contain the following items?

- A row for summary information for each day of the month by batched (inmate orders) number and credit batch information by date processed. Note: Each column should end with a total amount.
- A column identifying the total amount of items sold (relative to the batch/row).
- A column identifying the portion of the total amount of items sold that was subject to commission
- A column identifying the portion of the total amount of items sold that was for each specialty/value added item sales category (commissionable items).
- A column identifying the portion of the total amount of items sold that was not subject to commission (non-profit/commissionable items).
- A column identifying the portion of the total amount of items sold that were non-taxable items.
- A column identifying the portion of the total amount of items sold that were taxable items.
- A column identifying the amount of sales tax related to the taxable items sold.
- A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent medications issued.
- A column identifying the amount pertaining to (uncollected/unpaid amounts for)

indigent clothing issued.

- A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent kits issued.
- The amount owed to the Contractor with summary information identifying the total of commissionable items less commission due ECCD (at rate agreed upon in contract,) plus non-profit items sold, plus amount due for indigent medications, clothing and kits.

2. MONTHLY GENERAL LEDGER REPORT

Scenario 30: Display or provide the monthly general ledger report, is the report available in real-time, can it be exported to Excel and does the report contain the following items?

- A beginning and ending date summarizing the daily amounts for all transactions/events noted throughout the Scope of Services.
- Columns related to the cost of indigent items and kits purchased.
- A column for the amount pertaining to the costs collected (from subsequent deposits) for accounts receivables created for previously ordered indigent items and kits.
- A column for the monetary amount of store orders processed against inmate accounts.
- A column for the monetary amount of store order refunds pertaining previously charged/purchased goods.
- Columns identifying every event type (deposits by type/location, withdrawals by type, charges by type, EFT deposits by type/location, etc.) Note: Each column should end with a total amount.
- The beginning (total) inmate balance amount based on balance as of midnight for beginning (requested) date.
- A net change total of all items listed (this represents the actual change in the total of all inmate balances based on the transaction processed).
- The ending (total) inmate balance amount based on balance as of 11:59 p.m. for ending (requested) date.

3. OTHER REPORTS

Scenario 31: Display or provide the following reports:

- Daily booking fees charged and collected
- Daily subsistence fees charged and collected
- Daily checks and void(s) report
- Monthly funds recoverable
- Weekly and Monthly Cash Withdrawal Report
- Daily, Weekly and Monthly Check Transaction Report
- Daily Inmate Balance Report with Debt and Release Balance Amounts
- Cash Card Report

PHASE 2

INMATE COMMISSARY AND BANKING SERVICES

The following is a check list of the above Scenarios and their individual functional requirements (see Scenario Ref # column). Proposer shall answer each question according to the following legend:

Yes Column ----- Requirement is met fully by the proposed banking system and will be demonstrated.

No Column ----- Requirement not included in this proposal.

SCENARIO REF #	FUNCTIONAL REQUIREMENT	PLACE AN "X" IN APPROPRIATE BOX	
		YES	NO
	Section 1		
	Inmate Accounting		
1.	Mandatory		
1.a	Does your banking system accommodate all of the mentioned fields?		
1.b	Does your banking system differentiate the receipts according to which drawer entered/processed the transaction (including the deposits, withdrawals, charges, etc.)?		
1.c	Does your banking system demonstrate the various security levels and the differences between?		
2.	Account creation (accounts for inmates noted above); posting, accounts receivable and collection (booking fee); initial deposit; end of shift report; clearing the cash drawer. Scenarios 1 thru 6		
2.a	Does your banking system successfully demonstrate Scenario 1?		
2.b	Does your banking system successfully demonstrate Scenario 2?		
2.c	Does your banking system successfully demonstrate Scenario 3?		

SCENARIO REF #	FUNCTIONAL REQUIREMENT	YES	NO
2.d	Does your banking system successfully demonstrate Scenario 4?		
2.e	Does your banking system successfully demonstrate Scenario 5?		
2.f	Does your banking system successfully demonstrate Scenario 6?		
3.	Charge/process the daily subsistence fee (posting, account receivable and collection) and fee refunds.		
3.a	Does your banking system successfully demonstrate Scenario 7?		
3.b	Does your banking system successfully demonstrate Scenario 8?		
4.	Display how to process sequenced deposits – displaying the location, item details, account receivable collection, end of shift report with receipt numbers, and clearing of drawer total.		
4.a	Does your banking system successfully demonstrate Scenario 9?		
4.b	Does your banking system successfully demonstrate Scenario 10?		
4.c	Does your banking system successfully demonstrate Scenario 11?		
4.d	Does your banking system successfully demonstrate Scenario 12?		
5.	Display (demo as appropriate or show restriction tables, etc.) the following information for each inmate:		
	• Store Ordering		
	• Refunds		
	• Frequency		
	• Diet restrictions		
	• Gender		

SCENARIO REF #	FUNCTIONAL REQUIREMENT	YES	NO
	<ul style="list-style-type: none"> Indigent items with frequency limits 		
	<ul style="list-style-type: none"> Housing restrictions 		
	<ul style="list-style-type: none"> Receipts 		
	<ul style="list-style-type: none"> Daily Order Reports 		
5.a	Does your banking system successfully demonstrate Scenario 13?		
5.b	Does your banking system successfully demonstrate Scenario 14?		
	<ul style="list-style-type: none"> Rabbit – 12243570 - Tries to order a bra (Rabbit is a male) 		
	<ul style="list-style-type: none"> Rat – 12123465 - Is diabetic, but tries to order a candy bar 		
6.	Process the following charge transactions by various types and amounts with posting, collections and account receivable updates. Show end of processing report.		
6.a	Does your banking system successfully demonstrate Scenario 15?		
7.	Deposit the noted voids, returned money orders, account adjustments for inadvertently placed funds, etc.		
7.a	Does your banking system successfully demonstrate Scenario 16?		
7.b	Does your banking system successfully demonstrate Scenario 17?		
7.c	Does your banking system successfully demonstrate Scenario 18?		
8.	Process withdrawal transactions: Display initial drawer balance; releases to the public or bondsman, etc.; withdrawal to other agencies, inmate cash releases, cash card releases, and combinations thereof; display end of shift report.		
8.a	Does your banking system successfully demonstrate Scenario 19?		
8.b	Does your banking system successfully demonstrate Scenario 20?		

SCENARIO REF #	FUNCTIONAL REQUIREMENT	YES	NO
8.c	Does your banking system successfully demonstrate Scenario 21?		
8.d	Does your banking system successfully demonstrate Scenario 22?		
9.	Process and display withdrawal transaction voids (cash release, check, cash card).		
9.a	Does your banking system successfully demonstrate Scenario 23?		
9.b	Does your banking system successfully demonstrate Scenario 24?		
10.	Transactions from the safe: balancing, general journal, funds replenishment – issue funds processing, cash losses – replenishment from safe.		
10.a	Does your banking system successfully demonstrate Scenario 25?		
10.b	Does your banking system successfully demonstrate Scenario 26?		
10.c	Does your banking system successfully demonstrate Scenario 27?		
10.d	Does your banking system successfully demonstrate Scenario 28?		
	Section 2		
1.	<u>Monthly invoicing report Scenario 29: Display or provide the monthly invoicing report, is the report available in real-time, can it be exported to Excel and does the report contain the following items?</u>		
	<ul style="list-style-type: none"> A row for summary information for each day of the month by batched (inmate orders) number and credit batch information by date processed. Note: Each column should end with a total amount. 		
	<ul style="list-style-type: none"> A column identifying the total amount of items sold (relative to the batch/row). 		

SCENARIO REF #	FUNCTIONAL REQUIREMENT	YES	NO
	<ul style="list-style-type: none"> A column identifying the portion of the total amount of items sold that was subject to commission (commissionable/profit items sold, does not includes specialty/value added item sales). 		
	<ul style="list-style-type: none"> A column identifying the portion of the total amount of items sold that was for specialty/value added item sales (commissionable item). 		
	<ul style="list-style-type: none"> A column identifying the portion of the total amount of items sold that was not subject to commission (non-profit/commissionable items). 		
	<ul style="list-style-type: none"> A column identifying the portion of the total amount of items sold that were non-taxable items. 		
	<ul style="list-style-type: none"> A column identifying the portion of the total amount of items sold that were taxable items. 		
	<ul style="list-style-type: none"> A column identifying the amount of sales tax related to the taxable items sold. 		
	<ul style="list-style-type: none"> A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent medications issued. 		
	<ul style="list-style-type: none"> A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent clothing issued. 		
	<ul style="list-style-type: none"> A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent kits issued . 		
	<ul style="list-style-type: none"> The amount owed to the Contractor with summary information identifying the total of commissionable items (which includes specialty/value added order sales,) less commission due ECCD (at rate agreed upon in contract,) plus non-profit items sold, plus amount due for indigent medications, clothing and kits. 		

SCENARIO REF #	FUNCTIONAL REQUIREMENT	YES	NO
2.	Monthly general ledger report Scenario 30: Display or provide the monthly general ledger report, is the report available in real-time, can it be exported to Excel and does the report contain the following items?		
	<ul style="list-style-type: none"> <li data-bbox="365 275 1304 342">• A beginning and ending date summarizing the daily amounts for all transactions/events noted throughout the Scope of Services. 		
	<ul style="list-style-type: none"> <li data-bbox="365 369 1276 401">• Columns related to the cost of indigent items and kits purchased. 		
	<ul style="list-style-type: none"> <li data-bbox="365 426 1252 525">• A column for the amount pertaining to the costs collected (from subsequent deposits) for accounts receivables created for previously ordered indigent items and kits. 		
	<ul style="list-style-type: none"> <li data-bbox="365 531 1227 598">• A column for the monetary amount of store orders processed against inmate accounts. 		
	<ul style="list-style-type: none"> <li data-bbox="365 604 1175 672">• A column for the monetary amount of store order refunds pertaining previously charged/purchased goods. 		
	<ul style="list-style-type: none"> <li data-bbox="365 678 1263 810">• Columns identifying every event type (deposits by type/location, withdrawals by type, charges by type, EFT deposits by type/location, etc. Note: each column should end with a total amount. 		
	<ul style="list-style-type: none"> <li data-bbox="365 816 1299 884">• The beginning (total) inmate balance amount based on balance as of midnight for beginning (requested) date. 		
	<ul style="list-style-type: none"> <li data-bbox="365 890 1299 989">• A net change total of all items listed (this represents the actual change in the total of all inmate balances based on the transaction processed). 		
	<ul style="list-style-type: none"> <li data-bbox="365 995 1294 1062">• The ending (total) inmate balance amount based on balance as of 11:59 p.m. for ending (requested) date. 		
3.	Does your banking system successfully demonstrate Scenario 31- for the following Other Reports?		
	<ul style="list-style-type: none"> <li data-bbox="365 1136 974 1167">• Daily booking fees charged and collected 		
	<ul style="list-style-type: none"> <li data-bbox="365 1184 1024 1215">• Daily subsistence fees charged and collected 		
	<ul style="list-style-type: none"> <li data-bbox="365 1232 846 1264">• Daily checks and void(s) report 		
	<ul style="list-style-type: none"> <li data-bbox="365 1281 784 1312">• Monthly funds recoverable 		
	<ul style="list-style-type: none"> <li data-bbox="365 1329 1029 1360">• Weekly and Monthly Cash Withdrawal Report 		
	<ul style="list-style-type: none"> <li data-bbox="365 1377 1133 1409">• Daily, Weekly and Monthly Check Transaction Report 		
	<ul style="list-style-type: none"> <li data-bbox="365 1425 1227 1488">• Daily Inmate Balance Report with Debt and Release Balance Amounts 		
	<ul style="list-style-type: none"> <li data-bbox="365 1495 678 1526">• Cash Card Report 		

ATTACHMENT B

PD18-19.102

Inmate Commissary and Banking Services for Escambia County Corrections Department

FEE PROPOSAL FORM

The Contractor shall provide all plant, labor, equipment, manpower and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the Scope of Services defined in this solicitation for the amounts specified in this Fee Proposal Form. *The County is asking for two fee proposals. "Proposal A" will take into account the listed storage/packing space that may be available to the vendor once the new jail facility is constructed (estimated date of July 2020). "Proposal B" shall be provided as if no storage or workspace is to be provided at Jail facility. "Proposal B" necessitates a vendor furnished offsite location at which all commissary work is to be completed.*

PROPOSAL A: INMATE SALES COMMISSION PERCENTAGE

Only a single fixed percentage for each contract period shall be proposed. Proposals submitting a range of percentages will not be accepted and proposal shall be determined non-responsive.

The Contractor shall pay the County the following commission (% of adjusted gross sales as defined below) for each year of the contract period (start date through end of contract as noted, including applicable renewal years) as follows:

<u>Contract/Fiscal Periods</u>	<u>Inmate Sales Commission</u>
Partial Fiscal Year One (contract start date through Sep. 30, 2019).....	_____ %
Full Fiscal Year 2020 (Oct. 1, 2019 through Sep. 30, 2020).....	_____ %
Full Fiscal Year 2021 (Oct. 1, 2020 through Sep. 30, 2021).....	_____ %
Full Fiscal Year 2022 (Oct. 1, 2021 through Sep. 30, 2022).....	_____ %
Full Fiscal Year 2023 and Partial Year Five (Oct. 1, 2022 through end of contract date).....	_____ %

Two (2) Year Renewal Commission Rates:

Year One Renewal (Partial Fiscal Year - Contract Renewal date through Sept. 30, 2023).....	_____ %
Full Fiscal Year and Partial Year Two Renewal 2024 (Oct. 1, 2023 through end of contract date).....	_____ %

Adjusted Gross Sales is defined herein as:

Total amount of merchandise sold/issued to inmates on behalf of the County
 Minus Applicable Sales Tax
 Minus all "Indigent Items" issued
Minus Non-Profit Items (stamps, stamped envelopes, etc.)
 Equals Adjusted Gross Sales

ATTACHMENT B – Continued

PD18-19.102

Inmate Commissary and Banking Services for Escambia County Corrections Department

FEE PROPOSAL FORM

PROPOSAL A: GUARANTEED MINIMUM ANNUAL COMMISSION

Only a single fixed Guaranteed Minimum Annual Commission (GMAC) for each Annual Average Daily Population as listed below shall be proposed. Proposals submitting ranges of GMAC will not be accepted and proposal shall be determined non-responsive.

Guaranteed Minimum Period/Annual Commissions payment (for all periods noted in Attachment B) shall be based on the County's non-Work Release annual average daily inmate population as follows:

Annual Average Daily (Inmate) Population (ADP)	Guaranteed Minimum Annual Commission
1,000 - 1,199	\$ _____
1,200 - 1,399	\$ _____
1,400 - 1,599	\$ _____
1,600 - 1,799	\$ _____
1,800 - 1,999	\$ _____
2,000 – above	\$ _____

At the end of each FY, the County will total the actual amount of cumulative commissions paid and determine the appropriate guaranteed minimum annual commission amount for the FY based on the annual Average Daily Population (ADP) for that FY. The cumulative commission paid/due amount for the FY shall be compared to the guaranteed minimum annual commission amount and in cases where the cumulative commissions paid/due amount for the FY is less than the guaranteed minimum annual commission amount, the final invoice for inmate goods shall be reduced by the amount needed to reach the guaranteed minimum annual commission amount.

Note: Partial FY One and Year One Renewal contract periods will be prorated; all other contract periods will be calculated based upon Escambia County Fiscal Year periods (October 1st through September 30th). In any case, where reducing the final invoice does not provide for the guaranteed minimum annual commission amount based on the average inmate population, the County will notify the Contractor of the shortfall in writing and the Contractor shall remit the difference by check to ECCD within 30 days of written notice.

ATTACHMENT B - Continued

PD18-19.102

Inmate Commissary and Banking Services for Escambia County Corrections Department

PROPOSAL A: FEE PROPOSAL FORM

<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
New Commit Kit as defined in Scope of Services, Section 6.A herein	18,000 EACH	\$ _____	\$ _____
Total Estimated Annual Cost of Kits - \$ _____			

PROPOSAL A: EFT AND MISCELLANEOUS FEES/CHARGES

The following EFT fees are the only contractually allowed fees that may be charged directly to inmates for any and all additional services outside of the purchase of commissary products. Any additional EFT fees or miscellaneous charges to inmates will not be allowed throughout the life of the contract. **In addition, the EFT fees listed below will be limited to a maximum charge per transaction.**

The following EFT fees for transactions shall be as defined in Scope of Services, Section 3, Sub-Section H, paragraphs 1 through 5:

Proposed fee charge for public debit/credit card deposits\$ _____
through the use of a kiosk. The proposed fee cannot exceed
\$3.00 per transaction.

Proposed fee charge for public credit card deposits through the\$ _____
use of telephone or Internet access. The proposed fee cannot
exceed \$4.95 per transaction.

Proposed fee associated with Pre-paid Debit Card/release\$ _____
transactions. The use of the card is free for the first 72 hours after
release. The maximum fee that can be charged is \$3.00/per day thereafter.

PROPOSAL A: SPECIALTY/VALUE ADDED SERVICES

All specialty/value added items and services must be clearly defined and outlined in detail in order to be reviewed as part of the Contractor's submission.

PROPOSAL B: INMATE SALES COMMISSION PERCENTAGE

Only a single fixed percentage for each contract period shall be proposed. Proposals submitting a range of percentages will not be accepted and proposal shall be determined non-responsive.

The Contractor shall pay the County the following commission (% of adjusted gross sales as defined below) for each year of the contract period (start date through end of contract as noted, including applicable renewal years) as follows:

<u>Contract/Fiscal Periods</u>	<u>Inmate Sales Commission</u>
Partial Fiscal Year One (contract start date through Sep. 30, 2019).....	_____ %
Full Fiscal Year 2020 (Oct. 1, 2019 through Sep. 30, 2020).....	_____ %
Full Fiscal Year 2021 (Oct. 1, 2020 through Sep. 30, 2021).....	_____ %
Full Fiscal Year 2022 (Oct. 1, 2021 through Sep. 30, 2022).....	_____ %
Full Fiscal Year 2023 and Partial Year Five (Oct. 1, 2022 through end of contract date).....	_____ %

Two (2) Year Renewal Commission Rates:

Year One Renewal (Partial Fiscal Year - Contract Renewal date through Sept. 30, 2023).....	_____ %
Full Fiscal Year and Partial Year Two Renewal 2024 (Oct. 1, 2023 through end of contract date).....	_____ %

Adjusted Gross Sales is defined herein as:

Total amount of merchandise sold/issued to inmates on behalf of the County
Minus Applicable Sales Tax
Minus all "Indigent Items" issued
Minus Non-Profit Items (stamps, stamped envelopes, etc.)
Equals Adjusted Gross Sales

ATTACHMENT B – Continued

PD18-19.102

Inmate Commissary and Banking Services for Escambia County Corrections Department

FEE PROPOSAL FORM

PROPOSAL B: GUARANTEED MINIMUM ANNUAL COMMISSION

Only a single fixed Guaranteed Minimum Annual Commission (GMAC) for each Annual Average Daily Population as listed below shall be proposed. Proposals submitting ranges of GMAC will not be accepted and proposal shall be determined non-responsive.

Guaranteed Minimum Period/Annual Commissions payment (for all periods noted in Attachment B) shall be based on the County's non-Work Release annual average daily inmate population as follows:

Annual Average Daily (Inmate) Population (ADP)	Guaranteed Minimum Annual Commission
1,000 - 1,199	\$ _____
1,200 - 1,399	\$ _____
1,400 - 1,599	\$ _____
1,600 - 1,799	\$ _____
1,800 - 1,999	\$ _____
2,000 – above	\$ _____

At the end of each FY, the County will total the actual amount of cumulative commissions paid and determine the appropriate guaranteed minimum annual commission amount for the FY based on the annual Average Daily Population (ADP) for that FY. The cumulative commission paid/due amount for the FY shall be compared to the guaranteed minimum annual commission amount and in cases where the cumulative commissions paid/due amount for the FY is less than the guaranteed minimum annual commission amount, the final invoice for inmate goods shall be reduced by the amount needed to reach the guaranteed minimum annual commission amount.

Note: Partial FY One and Year One Renewal contract periods will be prorated; all other contract periods will be calculated based upon Escambia County Fiscal Year periods (October 1st through September 30th). In any case, where reducing the final invoice does not provide for the guaranteed minimum annual commission amount based on the average inmate population, the County will notify the Contractor of the shortfall in writing and the Contractor shall remit the difference by check to ECCD within 30 days of written notice.

ATTACHMENT B - Continued

PD18-19.102

Inmate Commissary and Banking Services for Escambia County Corrections Department

PROPOSAL B: FEE PROPOSAL FORM

<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
New Commit Kit as defined in Scope of Services, Section 6.A herein	18,000 EACH	\$ _____	\$ _____
Total Estimated Annual Cost of Kits - \$ _____			

PROPOSAL B: EFT AND MISCELLANEOUS FEES/CHARGES

The following EFT fees are the only contractually allowed fees that may be charged directly to inmates for any and all additional services outside of the purchase of commissary products. Any additional EFT fees or miscellaneous charges to inmates will not be allowed throughout the life of the contract. **In addition, the EFT fees listed below will be limited to a maximum charge per transaction.**

The following EFT fees for transactions shall be as defined in Scope of Services, Section 3, Sub-Section H, paragraphs 1 through 5:

Proposed fee charge for public debit/credit card deposits\$ _____
through the use of a kiosk. The proposed fee cannot exceed
\$3.00 per transaction.

Proposed fee charge for public credit card deposits through the\$ _____
use of telephone or Internet access. The proposed fee cannot
exceed \$4.95 per transaction.

Proposed fee associated with Pre-paid Debit Card/release\$ _____
transactions. The use of the card is free for the first 72 hours after
release. The maximum fee that can be charged is \$3.00/per day thereafter.

PROPOSAL B: SPECIALTY/VALUE ADDED SERVICES

All specialty/value added items and services must be clearly defined and outlined in detail in order to be reviewed as part of the Contractor's submission.

Inmate Commissary and Banking Services for Escambia County Corrections Department

Exhibit 1

ESCAMBIA COUNTY STORE ITEM LIST

ECCD Health & Beauty and General Merchandise

Description	Description
Acetaminophen-2pk	Contact Lens Case
Hari Brush Club	Ibuprofen-2pk
Shampoo-Dandruff 13.5oz	Soap-Irish Spring
Soap Dish	Colgate Toothpaste
Baby Powder	Cocoa Butter Cream
Coconut Oil Conditioner	Toothpaste-Close Up
Petroleum Jelly	Magic Shave Cream
Balsam Shampoo	Hair Pick
Halls Cough Drops-Menthol	HairFood 4oz
Dial Roll On Deodorant	Shampoo VO5
Conditioner VO5	Toothbrush-Shorty
Styling Gel	Comb
Lotion-Cocoa Butter 18oz	Maxi Pad
Bergamont 4oz	Freshscent Lady's Clear Deodorant
Contact Lens Solution	Body Wash
Efferdent-Each	Shave Cream
Dial Anti-Bacterial Soap 3oz	Tampon
Dalan Spring Shea	Dalan Cocoa Butter
Antacid	Allergy
Denture Adhesive	
Ear Buds	Word Search Book
Playing Cards	Sangean Am/FM Radio w/ Headphones
Tumbler w/Lid	Pocket Dictionary English
Sudoko Book	Eraser for Pencil
Crossword Book	Mechanical Pencil
Reading Glasses 1.50	Reading Glasses 2.00
Reading Glasses 2.50	Reading Glasses 3.00
Reading Glasses 1.00	Reading Glasses 1.25
Reading Glasses 1.75	Reading Glasses 2.25
Reading Glasses 2.75	Reading Glasses 3.25
Legal Pad-White	Reading Glasses 3.50
Batteries AAA- 1 each	Pocket Dictionary Spanish
Stamped Envelope	

Inmate Commissary and Banking Services for Escambia County Corrections Department

Exhibit 1-Continued

ECCD Food and Beverage

Description	Description
Coffee-Decaf Single Serving Sanka	Hot Chocolate-Single Serving
French Vanilla Cappuccino	Drink Mix Fruit Punch 6oz
Drink Mix Cherry 6oz	Drink Mix Grape 6oz
Drink Mix Orange 6oz	Drink Mix Lemonade 6oz
Coffee-Maxwell House Single Serving	Mocha Cappuccino 1oz
Coffee- Maxwell House 3oz	Crystal Light Lemon Single Serving
Crystal Light Strawberry	Creamer Pack 50 each
Sugar Substitute 50 each	St. Street Columbian Coffee
Drink Mix Tea 6oz	Hawaiian Punch
Three Musketeers	Fire Balls- 4oz bag
Butterfinger	Jolly Ranchers- Assorted 4oz bag
M&M Peanuts	Milky Way
Reese Peanut Butter Cup	Snickers
Twix	Baby Ruth
Sugar Free Hard candy	Starburst
Kit Kat	Reese's Pieces
Nestle Crunch	Chick O Sticks
Skittles	Lemonhead
Cheetos 2oz	Cracker P.B. Cheese
Nacho Doritos	BBQ Chips
Fritos Honey Twist	Jalapeno Cheetos
Chips-Regular	Chili Cheese Corn Chips
Snack Crackers	Sweet & Spicy Mix
Ruffles Cheddar and Sour Cream	Peanuts-Salted
Crunch-N-Munch Toffee	Bugles Nacho Cheese Small
BBQ Corn Chips 10oz	Jalapeno Pretzel Bits
Crackers-Cheese on Cheese	Hot N Spicy Corn Chips 10oz
Gardettos Original Mix	Bugles Original
Assorted Granola Bars	Beef Stick
Beef and Cheese Stick	Cheese-Cheddar-PC
Cheese-Jalapeno-PC	Jelly Grape-PC
Mayo-PC	Peanut Butter-PC
Ramen Soup-Beef	Ramen Soup-Chicken
Ramen Soup-Chili	Ramen Soup Picante Beef
Flour Tortillas 10 ct	Runa Fish
Summer Sausage 5oz	Saltines-Box
Chili Rice and Red Beans 4.4 oz	Instant Chili 4oz
Pickle Dill	Ranch Dressing-PC
Salsa Cups-Mild 3oz	Ramen Soup Cajun Chicken

Summer Sausage Jalapeno 5oz	Salami 5oz
Grits-Single	Sardines
Oatmeal Maple and Brown Sugar	Chicken
Duplex Cookies 5oz	Chocolate Cupcakes
Iced Honey Bun 6oz	Vanilla Wafers 10oz
Grandma Choc Chip Cookies	Peanut Butter Cookies 5oz
Grandma Oatmeal Raisin Cookies	Pop Tart Strawberry 2pk
Pop Tart Blueberry 2pk	Cherry Cheese Danish
Apple Danish	Honey Bun Jumbo Glazed

ECCD Clothing

Description	Description
Boxers-2X Large	Boxers-3X Large
Boxers-Large	Boxers-Medium
Boxers-Small	Boxers-X Large
Sports Bra size 34	Sports Bra size 36
Sports Bra size 38	Sports Bra size 40
Sports Bra size 42	Shorts Blue 2X Large
Shorts Blue Large	Shorts Blue Medium
Shorts Blue X-Large	Panties-7
Panties-8	Panties-9
Socks	T-Shirts-3X Large
T-Shirts-4X Large	T-Shirts-Large
T-Shirts-Medium	T-Shirts-Small
T-Shirts-X Large	T-Shirts 2X Large
Thermal Bottoms-Medium	Thermal Bottoms-Large
Thermal Bottoms-X Large	Thermal Bottoms-2X Large
Thermal Bottoms-3X Large	Thermal Bottoms-4X Large
Thermal Top-Small	Thermal Top-Medium
Thermal Top-Large	Thermal Top-X Large
Thermal Top-2X Large	Thermal Top-3X Large
Thermal Top- 4X Large	Panties-6
Panties-10	Sports Bra size 32
Sports Bra size 44	Shorts Blue-4X Large
Clogs sz4	Clogs sz5
Clogs sz 6	Clogs sz7
Clogs sz8	Clogs sz9
Clogs sz10	Clogs sz11
Clogs sz12	Clogs sz13
Clogs sz14	Clogs sz15

Exhibit 2

**ESCAMBIA COUNTY CORRECTIONS CURRENT WEEKLY STORE
DELIVERY SCHEDULE**

<u>BUILDINGS/AREAS TO BE SERVICED</u>	<u>ESTIMATED NUMBER OF INMATES</u>	<u>COMMISSARY ORDER DAY</u>	<u>COMMISSARY DELIVERY DAY</u>
Main Jail, Orange 2 and Blue 2	150 inmates	Wednesday	Thursday
Main Jail Special Housing II/Infirmary	125 inmates	Wednesday	Thursday
Main Jail, Orange 4 and Blue 4	240 inmates	Wednesday	Friday
Main Jail, Blue 6	125 inmates	Thursday	Monday
Main Jail, Green 2 and Red 2	135 inmates	Thursday	Monday
Main Jail, Green 3 and Red 3	155 inmates	Thursday	Tuesday
Work Release, Dorms 1 and 2	135 inmates	Thursday & Friday	Tuesday
Work Release, Dorms 3 and 4	165 inmates	Thursday & Friday	Tuesday
Road Prison	236 inmates	Tuesday	Thursday

3.6.2 Any data accessible within the ECBCC DMZ or directly accessible from it should be encrypted.

3.6.3 Any data accessible within the ECBCC DMZ or directly accessible from it meeting the following criteria shall be encrypted: name, addresses, phone numbers, email addresses, birthdates, federal/state/local document numbers, account numbers, race or religious information, employee identification numbers and all HIPAA information.

3.7 Data Backups

3.7.1 Any backup of ECBCC should be encrypted. Sensitive data as listed in 3.5 of this document shall be backed up using encryption algorithm standards found in 3.2.

3.8 Laptops and Removal Devices

3.8.1 All laptop hard drives should be encrypted.

3.8.2 Any sensitive data (see section 3.5 of this document) stored on laptops and removable devices shall be encrypted.

3.8.3 All individuals who work with sensitive data (see section 3.5 of this document) shall have their laptop hard drives encrypted.

4.0 Guidelines

Exhibit 3

ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

ENCRYPTION AND CERTIFICATION AUTHORITIES - continued

- SSL certificates issued to servers and applications used by internet users should be provided by commercial CA authorities (i.e. Verisign, Thawte) to avoid security warnings from being presented to the end users.
- SSL certificates issued to servers and applications used by internal ECBCC resources should be issued by ECBCC's Certification Authority.

5.0 Enforcement

Any employee found to have violated these policies may be subject to disciplinary action, up to and including termination of employment.

6.0 Definitions

Term Definition

Encryption - Transforming understandable data into a form that is incomprehensible and that looks like random noise.

Hashing - An algorithm that takes an entire message and, through process of shuffling, manipulating, and processing the bytes using logical operations, generates a small message digest of the data.

DMZ De-Militarized Zone – A computer term used for a protected network that sits between the Internet and the corporate network.

Certification Authority (CA) In cryptography, a certificate authority or certification authority (CA) is an entity which issues digital certificates for use by other parties

7.0 Revision History

EXTERNAL DATA HOSTING STANDARD

1.0 Purpose

The purpose of this policy is to establish a standard in order to execute the proper retrieval, storage, transmission, processing, and handling of electronic data.

2.0 Scope

This document applies to all Contractors, networks, systems, and applications that will transmit, process, store, or handle electronic data provided by Escambia County Board of County Commissioner's (ECBCC).

3.0 Audience

This document is intended for distribution to those that are involved in the retrieval, storage, transmission, processing, and handling of electronic data.

4.0 Policies

4.1 Data Input and Processing

Any use of Social Security Number information shall adhere to and abide by Florida Statutes, specifically F.S. 119.071.

4.1.1 The hosted application shall not have access to social security information.

4.1.2 The hosted application shall not have access to data containing bank information.

4.2 Data Storage and Handling

4.2.1 Any data accessible from the hosted application meeting the following criteria shall be encrypted: Name, addresses, phone numbers, email addresses, birthdates, federal/state/local document numbers, account numbers, race or religion information, employee identification numbers, HIPAA and all PCI information.

4.2.2 Any data accessible from the hosted application or directly accessible from it should be encrypted.

4.3 Disposal of Data

Once data is no longer needed or shall be removed from the system it shall be sanitized and disposed using one of the methods below:

4.3.1 Sanitization - Overwriting of data previously stored on a disk or drive with a random pattern of meaningless information.

4.3.2 Destruction - Physically damaging a medium so that it is not usable by any device that may normally be used to read information on the media such as a computer, tape reader, audio or video player.

Exhibit 3

ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

ENCRYPTION AND CERTIFICATION AUTHORITIES - continued

4.3.3 Purging data - Using strong magnetic devices; such as a degausser, it is possible to render data unrecoverable.

4.4 External Audit

4.4.1 The Contractor shall ensure that the web hosting environment and the application is secured using information security best practices.

4.4.2 If deemed necessary by the County, the external service, system, and application shall pass a yearly penetration test performed by Escambia County ISS personnel. This test will be billed to the Contractor.

5.0 Definitions

Term Definition

Bank Information - Checking account numbers, credit card numbers, or any unique number from a bank institution.

Electronic Media - Physical objects on which data can be stored, such as hard drives, zip drives, CD-ROMs, DVDs, USB drives, and tapes.

Sanitization - To expunge data from storage media so that data recovery is impossible.

Physical Destruction - A sanitization method for optical media, such as CDs.

Florida Statue 119.071 - Detailed guidelines on usage of Social Security information.



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 9, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.102 Inmate Commissary and Banking Services for the Escambia County
Corrections Department

All:

Your firm recently received a Request for Proposals for the above-mentioned solicitation. This Addendum Number 1 provides for a clarification regarding the Non-Mandatory Pre-Solicitation Conference.

The Non-Mandatory Pre-Solicitation Conference is scheduled for September 10, 2019 at **3:30 PM**, CDT. Two errors in the solicitation suggested ~~4:00 PM~~. The correct schedule of events related to this RFP is listed on page 18 of 73 of the solicitation document.

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

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

September 17, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.102 Inmate Commissary and Banking Services for Escambia County Corrections Department

All:

Your firm recently received a Request for Proposals regarding the above-mentioned specification. Due to the volume of questions submitted and requests by potential bidders, this Addendum Number 2 provides an update to the Bid Due Date as well as the following additional calendar changes:

	<u>Old Date</u>	<u>New Date</u>
Last Date for Questions:	September 16, 2019	October 8, 2019
Solicitation Responses Due:	September 23, 2019 at 2:00 PM CDT	October 15, 2019 2:00 PM CDT
Short-List Meeting:	October 1, 2019	October 22, 2019
Discussion/Ranking Meeting:	October 9, 2019 at 1:00 PM CDT	November 6, 2019 1:00 PM CDT
1st Negotiation with Top-Ranked Firm:	October 31, 2019 at 9:00 AM	November 19, 2019 9:00 AM CDT
2nd Negotiation (if necessary):	November 4, 2019 at 1:00 PM	November 21, 2019 1:00 PM CDT
Target Board Date:	December 5, 2019	January 2, 2020

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 1, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.102 Inmate Commissary and Banking Services for Escambia County
Corrections Department

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 3 provides answers to questions which were submitted by potential bidders. The questions and answers are listed on the pages that follow.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

- Q1.** How many lobby kiosks does the current vendor provide at each facility?
A1. Main Jail – 2 (1 at Main Jail, 1 at Video Visitation) and
Road Prison – 1
- Q2.** What are annual commissary sales at each facility (excluding postage, phone time, web sales, and sales tax)?
A2. Main Jail - \$884,942.27
Road Prison - \$274,642.34
- Q3.** What is the current commission rate?
A3. The Main Jail currently receives a 47% commission on commissary sales, while the Road Prison receives a 38% commission on commissary sales excluding tobacco products and 20-ounce beverage vouchers. Those two categories receive a 28% commission.
- Q4.** What is the current ADP for each facility?
A4. Please refer to RFP page 22 of 73 for this information.
- Q5.** How do the inmates currently order commissary at each facility?
A5. Kiosks.
- Q5.1.** What form of ordering is preferred for the new facility?
A5.1. Kiosks are the only permitted method of ordering for the new agreement.
- Q6.** Does the facility utilize debit phone time?
A6. Yes.
- Q6.1** Are the inmates charged a fee to transfer money to their phone account?
A6.1. This will no longer be permitted under the new agreement.
- Q7.** Who is the current food provider?
A7. The Jail utilizes Aramark and the Road Prison provides their meals in-house. The food itself is provided under a separate, multi-award agreement.
- Q8.** Does the facility currently purchase indigent/welfare from the commissary vendor?
A8. Yes, please refer to RFP pages 35 & 36 of 73 for this information.
- Q9.** What is the cost of the current indigent kit?
A9. Indigent Kit (1-Time Only) \$4.49
Indigent Kit Resupply (14-day) \$3.84
Indigent Kit Resupply (60-day) \$4.56
- Q10.** What is the cost of the current New Commit Kit?
A10. The County does not currently purchase New Commit Kits from the Commissary vendor.
- Q11.** Can friends and family order commissary items for inmates via a web site?
A11. Yes.

Q11.1 What are annual sales?

A11.1 Main Jail - \$850,088.07, Road Prison just initiated a program and there are no sales figures available.

Q11.2 Does the facility receive commission on web sales? If so, what is the commission rate on these items?

A11.2 Yes. The commission rate is the same as noted in Q3 above.

Q12. For delivery of commissary orders to inmates, how many delivery personnel does the current vendor employ, how many hours does it take to complete delivery, and what is their rate of pay?

A12. Main Jail Delivery Personnel – 6
 Delivery Time – 4-6 hours on average
 Rate of Pay - \$10-\$16/per hour

Road Prison Commissary items are delivered to the facility by the vendor are distributed by staff at the facility.

The County expects that the new agreement will follow the same protocols.

Q13. What is the current cash transaction fee for lobby kiosks?

A13. Jail – \$2.95 for up to \$100.00, and \$3.95 for deposits over \$100.00.
Road Prison – a \$3.00 fee on all deposits.

Q14. Please list all fees that are commissionable.

A14. Fees are not commissionable.

Q15. For how many dorms will the vendor be required to provide service at the new facility?

A15. Sixteen.

Q16. How many dorm kiosks does the Road Prison have or need?

A16. Two

Q17. How many kiosks will be required in each dorm of the new facility?

A17. Each dorm will need two wired kiosks and the vendor will need to run their own conduit and Cat-5 cables, however, Dorm B, Dorm D, and the Infirmary will require wireless kiosks. The vendor will be allowed to coordinate a connection to the Jail's wireless network with the County's I.T. department. With this connection, the County will be able to authenticate the kiosks based on their wireless NIC MAC address.

Q18. Is the County interested in a secure messaging feature that would allow inmates to message friend and family through a secure portal?

A18. All messages are to be reviewable by the facility. This can be presented as a value-add service during the proposal process.

Q19. Is the facility interested in inmate tables?

A19. This can be presented as a value-add service during the proposal process.

- Q20.** What other fees are charged to the inmate (e.g. medical, booking, etc.)?
A20. There is a \$20.00 Booking Fee that is automatically assessed to the account, along with the \$3.00 daily subsistence fee. Additionally, fees manually assessed include \$3.00 prescription fee as well as \$5.00 and \$10.00 medical fees.
- Q21.** What inmate accounting software is the facility utilizing?
A21. Jail – Core and Work
Road Prison – Lockdown.
- Q22.** In the RFP on Page 39 of 73, Section 9 covering Liquidated Damages, sub-item “A”, how many times under the current contract did the current vendor have to pay \$500.00 for not delivering the commissary orders within four hours?
A22. The County’s current agreement does not include Liquidated Damages. This is applicable for Section 9, sub-items A, B & C.
- Q23.** Please list all hardware that the commissary vendor will be required to provide.
A23. The commissary vendor is required to provide all hardware required for the delivery and provision of Inmate Commissary Services.
- Q24.** What is the Guaranteed Minimum Annual Commission Payment for the previous fiscal year?
A24. The County’s current agreement does not provide for Guaranteed Minimum Annual Commission.
- Q25.** Can the County please provide the most recent FMV survey for the Work Release?
A25. Work Release is part of the Main Jail – under one commissary vendor.
- Q26.** How many individual inmate orders were delivered at the Main Jail for the months of June, July, and August?
A26. Main Jail – Average is 6,200 orders per month.
Road Prison – 361, 492, and 369 respectively.
- Q27.** What is the number of inmate workers used by the current vendor?
A27. Main Jail – On 9/25, there were 9.
Road Prison – N/A
- Q28.** What is the current schedule of inmate workers used by the current vendor?
A28. Pick-up: Between 6:30-7:30 AM, depending on headcount, and back to the floor by 11:30-13:30.
- Q29.** If an off-site operation is chosen, what would be the preferred delivery date and time for the orders to be delivered to the facility?
A29. This would have to be coordinated with the Jail’s schedule at that time.
- Q30.** Please provide the size of the on-site workspace provided to the current commissary vendor at the Main Jail.
A30. We have an estimated 1,150 square feet of space in the current facility that can be utilized for commissary services.

Q31. Does the Main Jail utilize any package programs?

A31. Yes, the current commission rate is 47%.

Gross sales are: June: \$68,735.13
 July: \$74,267.53
 August: \$72,830.18

Average number of orders over the last three months is 1,749, and there is no spending limit.

The Road Prison just started a package program 9/2019 so there is no sales data, however, the commission rate is 38%.

Q32. Does the Main Jail currently utilize a deposit service?

A32. Yes. Please see below for fee structures.

Main Jail – Fee Structure				
Gross Amount Deposited	Credit Card (Web)	Credit Card (Phone)	Credit Card (Lobby Kiosk)	Cash (Lobby Kiosk)
\$0.01 - \$19.99	\$4.95 + 3.5%	\$4.95 + 3.5%	\$4.95 + 3.5%	\$2.95
\$20.00 - \$100.00	\$4.95 + 3.5%	\$4.95 + 3.5%	\$4.95 + 3.5%	\$2.95
\$100.01 - \$199.99	\$4.95 + 3.5%	\$4.95 + 3.5%	\$4.95 + 3.5%	\$3.95
\$200.00 - \$300.00	\$4.95 + 3.5%	\$4.95 + 3.5%	\$4.95 + 3.5%	\$3.95

A32.1 The average dollar amount of deposits for the period of 10/01/2019 – 9/23/2019 is as follows:

Web \$45.51
Phone \$46.98
Kiosk \$91.02

A32.2 The average transaction volume by type for the period of 10/01/2018 – 9/23/2019 is as follows:

Web 13,653 Purchases
Phone 1,907 Purchases
Kiosk 35,924 Purchases

A32.3 The Road Prison does utilize a deposit service and the fee is \$3.00 on ALL deposits.

A32.4 The Road Prison average dollar amount of deposits for the period of June 2019 – August 2019 is as follows:

Web \$44.04
Phone N/A
Kiosk \$41.09

A32.5 The Road Prison average transaction volume by type for the period of June 2019 – August 2019 is as follows:

Web 2,021
Phone N/A
Kiosk 419

Q33. Does the County currently receive a commission on trust fund deposits?

A33. No.

Q34. Will the vendor be responsible for the wiring and installation of the kiosks required in the RFP?

A34. Yes, in addition to the kiosks, the vendor will need to install all wiring and conduit if there is no existing cabling. Where wiring exists, the vendor will need to maintain the wiring network to ensure proper operation of all kiosk units.

Q35. Will the County allow the vendor to install their own network?

A35. Potentially, yes, but this must be approved and then coordinated with the County's I.T. department as well as the Corrections Department.

Q36. Please list the number of kiosks needed at the following locations:

A36. Main Jail 39
Work Release 4
Road Prison 2

Q37. In reference to Page 23, D, (1a), must all five references be facilities where the vendor currently provides Commissary Services?

A37. Yes.

Q38. Were there any sales for Fresh Favorites over the last twelve months?

A38. No.

Q39. How does the County handle confidential documents submitted by the vendor such as financial statements or customer references?

A39. Generally, all information submitted in response to the RFP shall be public record and subject to Florida Statutes regarding public disclosure.

In addition to the Florida Statutes referenced below, please see Escambia County, FL Ordinance Sec. 86-137 – General Registration Conditions, specifically item “(m)” which states:

“Any proprietary confidential business information obtained from a registrant in connection with an application shall be held confidential by the county to the extent required by F.S. § 202.195 provided the registrant notifies the county of such confidential information and identifies same pursuant to state law, including without limitation F.S. Ch. 119.”

Please note that any items marked as confidential must meet Florida Statute definition(s) on what is and is not considered confidential.

- Q40.** Should the vendor own, write, operate and support the provided commissary and banking software for this project?
A40. Please refer to RFP Page 24 of 73, specifically A1, for the answer to this question.
- Q41.** Regarding item 3D10 on Page 28 of 73, is the County wanting the receipt numbers in sequential order to be the only recorded receipt number?
A41. Please see item 3D12 on Page 29 of 73.
- Q42.** For Inmate Release, who is the County's current provider, how many inmates are released on average each month, and does the County intend to issue a debit card to all inmates being released or is there a dollar threshold that must be met?
A42. The provider is Numi and the County currently averages 1,058 released inmates per month. Please see the RFP for complete information on how to handle the return of funds for released inmates.
- Q43.** Regarding cash bond and bail payment services, are bail/bond services included in this RFP?
A43. The County does not currently have the ability to accept and process bond payments.
- Q44.** Who will be responsible for the removal of cash from the lobby and intake kiosks?
A44. The vendor is responsible for removal of the cash from the lobby and intake kiosks.
- Q45.** Please clarify which proposal format is to be utilized. There is one on Page 20 of 73 and another on Page 42 of 73.
A45. Please utilize the proposal format shown in page 42 of 73.
- Q46.** Please provide a copy of the current commissary menus with pricing from each facility, copies of the last three months sales invoices for each facility, and a product sales report for one month from each facility.
A46. These are attached on the pages that follow.

MAIN JAIL SALES/PRODUCT INVOICE

Sales And Commission Report

Print Date: 06/30/2019 01:58:50PM

Start Date: 06/01/2019 12:00:00AM

End Date: 06/30/2019 11:59:59PM

Facility: ESCAMBIA COMMISSARY

Sales #	Category	Net Sales	Tax	Gross Commission		
				Sales	Rate	Commission
209.65	BAKERY PRODUCTS	6,768.83	0.00	6,768.83	47.00%	3,181.35
204.55	BEVERAGES	7,969.31	160.82	8,130.13	47.00%	3,745.58
204.55	BEVERAGES NONTAX	5,481.71	0.00	5,481.71	47.00%	2,576.40
205.00	CANDY	4,121.80	293.44	4,415.24	47.00%	1,937.25
209.14	CLOTHING	2,829.24	207.40	3,036.64	47.00%	1,329.74
211.70	GENERAL MERCHANDISE	3,212.18	222.80	3,434.98	47.00%	1,509.72
209.60	GROCERY	23,360.48	2.40	23,362.88	47.00%	10,979.43
217.30	HEALTH & BEAUTY	5,101.16	323.80	5,424.96	47.00%	2,397.55
217.30	HEALTH & BEAUTY NONTAX	378.90	0.00	378.90	47.00%	178.08
217.30	INDIGENT - HEALTH & BEAUTY	2,181.41	0.00	2,181.41	0.00%	0.00
216.50	POSTAGE	1,358.53	0.00	1,358.53	0.00%	0.00
207.00	SALTY SNACKS	11,377.35	0.00	11,377.35	47.00%	5,347.35
Totals For: ESCAMBIA COMMISSARY		74,140.90	1,210.66	75,351.56		33,182.45 ✓

Facility: ICARE ESCAMBIA FL

Sales #	Category	Net Sales	Tax	Gross Commission		
				Sales	Rate	Commission
209.65	BAKERY PRODUCTS	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES NONTAX	0.00	0.00	0.00	0.00%	0.00
205.00	CANDY	0.00	0.00	0.00	0.00%	0.00
209.14	CLOTHING	0.00	0.00	0.00	0.00%	0.00
204.56	GO CART - BEVERAGE	0.00	0.00	0.00	0.00%	0.00
209.60	GROCERY	0.00	0.00	0.00	0.00%	0.00
217.30	HEALTH & BEAUTY	0.00	0.00	0.00	0.00%	0.00
210.81	ICARE	68,308.25	426.88	68,735.13	47.00%	32,104.88
207.00	SALTY SNACKS	0.00	0.00	0.00	0.00%	0.00
Totals For: ICARE ESCAMBIA FL		68,308.25	426.88	68,735.13		32,104.88

Grand Totals:	142,449.15	1,637.54	144,086.69	65,287.33
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* All commissions are based on net sales. *

Facility: ESCAMBIA COMMISSARY

Sales #	Category	Net Sales	Tax	Gross Commission		
				Sales	Rate	Commission
209.65	BAKERY PRODUCTS	5,854.44	0.00	5,854.44	47.00%	2,751.59
204.55	BEVERAGES	7,789.89	196.49	7,986.38	47.00%	3,661.25
204.55	BEVERAGES NONTAX	4,761.24	0.00	4,761.24	47.00%	2,237.78
205.00	CANDY	3,701.18	270.67	3,971.85	47.00%	1,739.55
209.14	CLOTHING	3,303.24	244.17	3,547.41	47.00%	1,552.52
211.70	GENERAL MERCHANDISE	3,099.25	216.34	3,315.59	47.00%	1,456.65
209.60	GROCERY	25,229.91	0.00	25,229.91	47.00%	11,858.06
217.30	HEALTH & BEAUTY	4,888.96	362.69	5,251.65	47.00%	2,297.81
217.30	HEALTH & BEAUTY NONTAX	302.64	0.00	302.64	47.00%	142.24
217.30	INDIGENT - HEALTH & BEAUTY	2,579.12	0.00	2,579.12	0.00%	0.00
216.50	POSTAGE	1,092.81	0.00	1,092.81	0.00%	0.00
207.00	SALTY SNACKS	11,412.53	0.00	11,412.53	47.00%	5,363.89
Totals For: ESCAMBIA COMMISSARY		74,015.21	1,290.36	75,305.57		33,061.34

Facility: ICARE ESCAMBIA FL

Sales #	Category	Net Sales	Tax	Gross Commission		
				Sales	Rate	Commission
209.65	BAKERY PRODUCTS	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES NONTAX	0.00	0.00	0.00	0.00%	0.00
205.00	CANDY	0.00	0.00	0.00	0.00%	0.00
209.14	CLOTHING	0.00	0.00	0.00	0.00%	0.00
204.56	GO CART - BEVERAGE	0.00	0.00	0.00	0.00%	0.00
209.60	GROCERY	0.00	0.00	0.00	0.00%	0.00
217.30	HEALTH & BEAUTY	0.00	0.00	0.00	0.00%	0.00
210.81	ICARE	73,856.87	410.66	74,267.53	47.00%	34,712.73
207.00	SALTY SNACKS	0.00	0.00	0.00	0.00%	0.00
Totals For: ICARE ESCAMBIA FL		73,856.87	410.66	74,267.53		34,712.73
Grand Totals:		147,872.08	1,701.02	149,573.10		67,774.07

* All commissions are based on net sales. Commissary and Banking Services for Escambia County Corrections Department

MAIN JAILS SALES/PRODUCT INVOICE

Sales And Commission Report

Print Date: 09/10/2019 02:38:23PM

Start Date: 08/01/2019 12:00:00AM

End Date: 08/31/2019 11:59:59PM

Facility: ESCAMBIA COMMISSARY

Sales #	Category	Net Sales	Tax	Gross Commission		
				Sales	Rate	Commission
209.65	BAKERY PRODUCTS	6,805.00	0.00	6,805.00	47.00%	3,198.35
204.55	BEVERAGES	8,747.45	190.77	8,938.22	47.00%	4,111.30
204.55	BEVERAGES NONTAX	5,961.20	0.00	5,961.20	47.00%	2,801.76
205.00	CANDY	4,257.56	311.23	4,568.79	47.00%	2,001.05
209.14	CLOTHING	3,474.79	253.73	3,728.52	47.00%	1,633.15
211.70	GENERAL MERCHANDISE	4,085.94	288.10	4,374.04	47.00%	1,920.39
209.60	GROCERY	26,103.10	0.00	26,103.10	47.00%	12,268.46
217.30	HEALTH & BEAUTY	5,392.03	395.57	5,787.60	47.00%	2,534.25
217.30	HEALTH & BEAUTY NONTAX	334.20	0.00	334.20	47.00%	157.07
217.30	INDIGENT - HEALTH & BEAUTY	3,033.34	0.00	3,033.34	0.00%	0.00
216.50	POSTAGE	1,255.60	0.00	1,255.60	0.00%	0.00
207.00	SALTY SNACKS	12,454.75	0.00	12,454.75	47.00%	5,853.73
Totals For: ESCAMBIA COMMISSARY		81,904.96	1,439.40	83,344.36		36,479.53

Facility: ICARE ESCAMBIA FL

Sales #	Category	Net Sales	Tax	Gross Commission		
				Sales	Rate	Commission
209.65	BAKERY PRODUCTS	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES	0.00	0.00	0.00	0.00%	0.00
204.55	BEVERAGES NONTAX	0.00	0.00	0.00	0.00%	0.00
205.00	CANDY	0.00	0.00	0.00	0.00%	0.00
209.14	CLOTHING	0.00	0.00	0.00	0.00%	0.00
204.56	GO CART - BEVERAGE	0.00	0.00	0.00	0.00%	0.00
209.60	GROCERY	0.00	0.00	0.00	0.00%	0.00
217.30	HEALTH & BEAUTY	0.00	0.00	0.00	0.00%	0.00
210.81	ICARE	72,440.40	389.78	72,830.18	47.00%	34,046.99
207.00	SALTY SNACKS	0.00	0.00	0.00	0.00%	0.00
Totals For: ICARE ESCAMBIA FL		72,440.40	389.78	72,830.18		34,046.99

Grand Totals:

	154,345.36	1,829.18	156,174.54	70,526.52
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* All commissions are based on net sales *

MAIN JAIL COMMISSARY MENU

Advanced Inventory for Aramark

Escambia County Jail FMV

August.2019

HEALTH & BEAUTY													
PLU	Item	Price	SHELL	EXXON	RACE	CIRCLE K	CVS	PEOPLES	WALG	TARGET	AVG	NO TAX	FMV
1000	Acetaminophen - 2 pk	\$1.16	\$ 1.19	\$ 1.49		\$ 1.25					\$ 1.31		\$ 1.31
1489	Allergy	\$1.28	\$ 1.19	\$ 1.49		\$ 1.25					\$ 1.31		\$ 1.31
1041	Antacid	\$1.16	\$ 1.19	\$ 1.49		\$ 1.25					\$ 1.31		\$ 1.31
1018	Ibuprofen - 2 pk	\$1.16	\$ 1.19	\$ 1.49		\$ 1.25					\$ 1.31		\$ 1.31
1165	Antibact Soap	\$1.23			\$ 1.29		\$ 1.10		\$ 1.10		\$ 1.16		\$ 1.16
1035	Baby Powder	\$2.26					\$ 2.39		\$ 1.79	\$ 0.97	\$ 1.72		\$ 1.72
1085	Balsam Shampoo	\$3.42					\$ 3.99		\$ 3.99	\$ 2.99	\$ 3.66		\$ 3.66
1375	Bergamont	\$2.56					\$ 2.99	\$ 1.59	\$ 3.49		\$ 2.69		\$ 2.69
1408	Body Wash 8 oz.	\$2.13					\$ 1.99		\$ 2.00	\$ 0.99	\$ 1.66		\$ 1.66
1478	Bodyguard Deodorant	\$3.69		\$ 2.49			\$ 3.49		\$ 3.79		\$ 3.26		\$ 3.26
1046	Bodywash 12oz	\$2.99					\$ 2.39		\$ 2.99	\$ 2.39	\$ 2.59		\$ 2.59
1036	Cocoa Butter Cream	\$4.06					\$ 4.79		\$ 4.49	\$ 2.99	\$ 4.09		\$ 4.09
1404	Coconut Oil Conditioner	\$3.82					\$ 3.99		\$ 3.99	\$ 2.99	\$ 3.66		\$ 3.66
1032	Colgate Toothpaste	\$2.09					\$ 2.49		\$ 1.79	\$ 1.69	\$ 1.99		\$ 1.99
1186	Comb	\$1.79			\$ 0.99	\$ 1.49	\$ 1.79				\$ 1.42		\$ 1.42
1122	Conditioner V05	\$2.16	\$ 2.49	\$ 1.99			\$ 1.69				\$ 2.06		\$ 2.06
1005	Contact Lens Case	\$2.23					\$ 2.05		\$ 3.99	\$ 1.48	\$ 2.51		\$ 2.51
1400	Contact Lens Solution	\$5.59					\$ 5.79		\$ 5.99	\$ 5.79	\$ 5.86		\$ 5.86
1687	Dalan Cocoa Butter Soap	\$1.23					\$ 1.25		\$ 1.20	\$ 1.00	\$ 1.15		\$ 1.15
1426	Dalan Shea Butter Soap	\$1.23					\$ 1.25		\$ 1.20	\$ 1.00	\$ 1.15		\$ 1.15
1150	Denture Adhesive	\$5.46					\$ 5.59		\$ 5.29	\$ 4.39	\$ 5.09		\$ 5.09
1053	Dial Roll-On Deodorant	\$4.79					\$ 4.19		\$ 5.29	\$ 4.39	\$ 4.62		\$ 4.62
1064	Freshscent Lady's Clear stick deo	\$3.56		\$ 2.49		\$ 3.49	\$ 3.39				\$ 3.12		\$ 3.12
1012	Hair Brush Club	\$3.66					\$ 3.99	\$ 2.49	\$ 4.49		\$ 3.66		\$ 3.66
1086	Hair Pick	\$1.23					\$ 2.69	\$ 1.00	\$ 1.16		\$ 1.62		\$ 1.62
1112	HairFood 4oz	\$3.36					\$ 3.29	\$ 1.59	\$ 3.49		\$ 2.79		\$ 2.79
1093	Halls Cough Drops - Menthol	\$1.48	\$ 1.29	\$ 1.89		\$ 1.69					\$ 1.62		\$ 1.62
1201	Lotion - Cocoa Butter 18oz	\$3.93					\$ 7.59		\$ 7.49	\$ 5.39	\$ 6.82		\$ 6.82
1063	Magic Shave Cream	\$4.62					\$ 4.69	\$ 4.29	\$ 4.99		\$ 4.66		\$ 4.66
1409	Efferdent - Each	\$0.16		SINGLE SERVE ITEM									\$ 0.16
1172	Hair Tie single	\$0.25		SINGLE SERVE ITEM									\$ 0.25
1213	Maxi Pad	\$0.15		SINGLE SERVE ITEM									\$ 0.15
HEALTH & BEAUTY													
PLU	Item	Price	SHELL	TOM	RACE	EXXON	CVS	WALGREENS	FAM \$	TARGET	AVG	NO TAX	FMV
1082	Petroleum Jelly	\$1.50				\$ 2.79	\$ 1.49	\$ 1.99			\$ 2.09		\$ 2.09
1145	Right guard gel deodorant	\$3.69			\$ 3.99	\$ 2.49	\$ 3.89				\$ 3.46		\$ 3.46
1024	Shampoo - Dandruff 13.5 oz	\$6.86					\$ 6.99	\$ 6.99		\$ 5.99	\$ 6.66		\$ 6.66
1121	Shampoo V05	\$2.16	\$ 2.49			\$ 1.99	\$ 1.69				\$ 2.06		\$ 2.06
1422	Shave Cream	\$2.39					\$ 2.39	\$ 1.79		\$ 1.49	\$ 1.89		\$ 1.89
1027	Soap - Irish Spring	\$1.23	\$ 1.59		\$ 1.29		\$ 1.20				\$ 1.36		\$ 1.36

1029	Soap Dish	\$1.86					\$ 1.89	\$ 2.29		\$ 1.09	\$ 1.76		\$ 1.76
1185	Styling Gel	\$3.13					\$ 2.99	\$ 3.99		\$ 2.99	\$ 3.32		\$ 3.32
1414	Tampon	\$0.47		SINGLE SERVE ITEM									\$ 0.47
1179	Toothbrush - Shorty	\$0.22		SPECIALIZED ITEM									\$ 0.22
1045	Toothpaste - Close Up	\$1.99					\$ 2.49	\$ 1.79		\$ 1.69	\$ 1.99		\$ 1.99
1267	VO5 2IN1 Shampoo/Cond	\$2.16	\$ 2.49		\$ 2.29	\$ 1.99	\$ 1.69				\$ 2.12		\$ 2.12
1113	Cocoa Butter Lotion 4oz.	\$2.19					\$ 2.19	\$ 3.99		\$ 1.49	\$ 2.56		\$ 2.56
BEVERAGE													
PLU	Item	Price	SHELL	TOM	RACE	EXXON	CVS	WALGREENS	FAM \$	TARGET	AVG	TAX	FMV
3125	Coffee - Maxwell House 3 oz.	\$ 4.88	\$ 3.09		\$ 4.79	\$ 5.59					\$ 4.49	\$ 0.34	\$ 4.83
3318	Hawaiian Green Berry 8ct.	\$ 2.88		SIZE NOT SOLD									\$ 2.88
3004	Coffee - Decaf Single Serving Sanka	\$ 0.25		SINGLE SERVE ITEM									\$ 0.25
3002	Coffee-Maxwellhouse Single Serving	\$ 0.30		SINGLE SERVE ITEM									\$ 0.30
3401	Creamer Pouch	\$ 3.79		SPECIALIZED ITEM									\$ 3.79
3137	Crystal Light Lemon Indv.	\$ 0.69		SINGLE SERVE ITEM									\$ 0.69
3196	Crystal Light Strawberry	\$ 0.69		SINGLE SERVE ITEM									\$ 0.69
3046	French Vanilla Cappuccino	\$ 0.49		SINGLE SERVE ITEM									\$ 0.49
3012	Hot Chocolate - Single Serving	\$ 0.30		SINGLE SERVE ITEM									\$ 0.30
3089	Mocha Cappuccino 1 oz.	\$ 0.49		SINGLE SERVE ITEM									\$ 0.49
3406	St. Street Columbian Coffee	\$ 3.95	\$ 4.79		\$ 4.79	\$ 5.59					\$ 5.06	\$ 0.38	\$ 5.44
3150	Sugar Sub 100 ct Box	\$ 3.99	\$ 3.69					\$ 5.99	\$ 2.00		\$ 3.89	\$ 0.29	\$ 4.19
3337	Hawaiian Red Punch 8ct	\$ 2.88		SIZE NOT SOLD									\$ 2.88
3338	Hawaiian Berry Blue 8ct.	\$ 2.88		SIZE NOT SOLD									\$ 2.88
3319	Hawaiian Wild Purple 8Ct.	\$ 2.88		SIZE NOT SOLD									\$ 2.88
3052	Drink mix Lemonade 6oz.	\$ 1.75		SINGLE SERVE ITEM									\$ 1.75
3047	Drink Mix Fruit Punch 6oz.	\$ 1.75		SINGLE SERVE ITEM									\$ 1.75
BEVERAGE													
PLU	Item	Price											
3051	Drink Mix Tea 6oz	\$ 1.75		SINGLE SERVE ITEM									\$ 1.75
CANDY													
PLU	Item	Price	SHELL	TOM	RACE	EXXON	CIRCLE K	SM	FAM \$	TARGET	AVG	TAX	FMV
9016	Baby Ruth	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52
9003	Butterfinger	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52
9023	Kit Kat	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52
9007	M&M Peanuts	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52
9009	Milky way	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52
9101	Nestle Crunch	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52
9011	Reese Peanut Butter Cup	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52
9012	Skittles	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52
9013	Snickers	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52
9022	Starburst	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52
9001	Three Musketeers	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52

9015	Twix	\$ 1.39	\$ 1.19		\$ 1.39	\$ 1.39	\$ 1.69				\$ 1.42	\$ 0.11	\$ 1.52
9055	Sour Balls	\$ 0.99	\$ 0.89				\$ 1.79	\$ 0.89			\$ 1.19	\$ 0.09	\$ 1.28
9062	All Stars	\$ 0.99	\$ 0.89				\$ 1.79	\$ 0.89			\$ 1.19	\$ 0.09	\$ 1.28
9004	Butterscotch	\$ 0.99	\$ 0.89				\$ 1.79	\$ 0.89			\$ 1.19	\$ 0.09	\$ 1.28
9030	Cinnamon Disk	\$ 0.99	\$ 0.89				\$ 1.79	\$ 0.89			\$ 1.19	\$ 0.09	\$ 1.28
9002	Fire Balls - 4 oz bag	\$ 0.99	\$ 0.89				\$ 1.79	\$ 0.89			\$ 1.19	\$ 0.09	\$ 1.28
9006	Jolly Ranchers - Assrted 4 oz bag	\$ 0.99	\$ 0.89				\$ 1.79	\$ 0.89			\$ 1.19	\$ 0.09	\$ 1.28
9054	Lemonhead	\$ 0.99	\$ 0.89				\$ 1.79	\$ 0.89			\$ 1.19	\$ 0.09	\$ 1.28
9060	Starlight	\$ 0.99	\$ 0.89				\$ 1.79	\$ 0.89			\$ 1.19	\$ 0.09	\$ 1.28
9017	Sugar Free Hard Candy	\$ 0.99	\$ 0.89				\$ 1.79	\$ 0.89			\$ 1.19	\$ 0.09	\$ 1.28
9128	Chick O Sticks	\$ 0.40	\$ 0.89				\$ 1.79	\$ 0.89			\$ 1.19	\$ 0.09	\$ 1.28
CHIPS & SNACKS													
PLU	Item	Price	SHELL	EXXON	RACE	EXXON	CIRCLE K	WALGREENS	FAM \$	TARGET	AVG	TAX	FMV
6117	Jalapeno Pretzel Bits	\$ 0.99	\$ 0.99	\$ 0.99	\$ 0.99						\$ 0.99	\$ 0.07	\$ 1.06
6108	Crackers P.B.Cheese	\$ 0.72	\$ 0.59			\$ 0.59	\$ 0.99				\$ 0.72	\$ 0.05	\$ 0.78
6058	Crunch-N-Munch Toffee	\$ 2.53			SIZE NOT SOLD								\$ 2.53
6207	Hot N Spicy Corn Chips 10 oz.	\$ 3.79	\$ 3.79			\$ 3.79	\$ 3.79				\$ 3.79	\$ 0.28	\$ 4.07
6245	Gardettos Original Mix	\$ 1.01	\$ 0.99		\$ 0.89	\$ 0.99					\$ 0.96	\$ 0.07	\$ 1.03
6197	Sweet & Spicy Mix	\$ 0.62	\$ 0.89		\$ 0.89	\$ 0.99					\$ 0.92	\$ 0.07	\$ 0.99
CHIPS & SNACKS													
PLU	Item	Price	SHELL	EXXON	RACE	CIRCLE K	CVS	EXXON	WALG	TARGET	AVG	TAX	FMV
6049	Peanuts - Salted	\$ 0.62	\$ 0.59	\$ 0.59	\$ 0.59	\$ 0.69					\$ 0.62	\$ 0.05	\$ 0.66
6032	Snack Crackers	\$ 2.84					\$ 2.39	\$ 2.89	\$ 1.99		\$ 2.42	\$ 0.18	\$ 2.61
4048	Vista Saltine Box	\$ 2.75					\$ 2.39	\$ 2.89	\$ 1.99		\$ 2.42	\$ 0.18	\$ 2.61
6096	BBQ Corn Chips 10 oz.	\$ 3.79	\$ 3.79		\$ 3.79	\$ 3.79	\$ 3.79				\$ 3.79	\$ 0.28	\$ 4.07
6349	Crackers - Spicy Cheese	\$ 0.72	\$ 0.59		\$ 0.59	\$ 0.99					\$ 0.72	\$ 0.05	\$ 0.78
6268	Buffalo Pretzel Bits	\$ 0.99	\$ 0.99	\$ 0.99	\$ 0.99						\$ 0.99	\$ 0.07	\$ 1.06
CHIPS & SNACKS													
						SUBW1	SUBW2	SUBW3			AVG	TAX	FMV
6039	Ruffles Cheddar & sour cream	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6009	Nacho Doritos	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6010	Fritos Honey BBQ Twist	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6021	Jalapeno Cheetos	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6000	Doritos Sweet Chili	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6008	Doritos Cool Ranch	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6004	Lay's Salt & Vinegar	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6018	Lay's Sour Cream & Onions	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6012	BBQ Chips	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6001	Cheetos 2 oz.	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6002	Cheetos Flamin Hot	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6031	Chili Cheese Corn Chips	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
6026	Chips - Regular	\$ 1.21				1.19	1.19	1.25			\$ 1.21	\$ 0.09	\$ 1.30
FOOD													
PLU	Item	Price	SHELL	TOM	RACE	EXXON	CVS	WALGREENS	FAM \$	TARGET	AVG	TAX	FMV

4001	Beef & Cheese Stick	\$ 1.99	\$ 2.39		\$ 1.99	\$ 2.19					\$ 2.19	\$ 0.16	\$ 2.35
4025	Beef Stew	\$ 4.59	\$ 4.29			\$ 5.49	\$ 3.89				\$ 4.56	\$ 0.34	\$ 4.90
4000	Beef Stick	\$ 1.49	\$ 1.49			\$ 1.49	\$ 1.79				\$ 1.59	\$ 0.12	\$ 1.71
4095	Hot Pepper Cheese Stick	\$ 2.99		SPECIALIZED ITEM									\$ 2.99
4003	Chicken Pouch	\$ 3.75		SPECIALIZED ITEM									\$ 3.75
4115	Chili Rice an Red Beans 4.4 oz	\$ 2.14		SPECIALIZED ITEM									\$ 2.14
4026	Chilli w/ Beans	\$ 4.39		SPECIALIZED ITEM									\$ 4.39
4501	Fish Steak	\$ 2.68	\$ 1.79			\$ 2.09	\$ 2.09				\$ 1.99	\$ 0.15	\$ 2.14
4320	Flour Tortillas 10 ct	\$ 2.49		SIZE NOT SOLD									\$ 2.49
4057	Grits - Box	\$ 5.88	\$ 2.79				\$ 4.99			\$ 2.39	\$ 3.39	\$ 0.25	\$ 3.64
4002	Cheese - Cheddar - PC	\$ 0.96		SPECIALIZED ITEM									\$ 0.96
4007	Cheese - Jalapeno - PC	\$ 0.96		SPECIALIZED ITEM									\$ 0.96
FOOD													
PLU	Item	Price	SHELL	TOM	RACE	CIRCLE K	CVS	EXXON	TARGET	WALG	AVG	TAX	FMV
4193	Ranch Dressing PC	\$ 0.79		SINGLE SERVE ITEM									\$ 0.79
4008	Jelly Grape - PC	\$ 0.30		SINGLE SERVE ITEM									\$ 0.30
4009	Mayo - PC	\$ 0.79		SINGLE SERVE ITEM									\$ 0.79
4011	Peanut Butter - PC	\$ 0.69		SINGLE SERVE ITEM									\$ 0.69
4091	Nacho Cheese Dip cup	\$ 1.19		SINGLE SERVE ITEM									\$ 1.19
4116	Instant Chili 4 oz	\$ 1.77		SPECIALIZED ITEM									\$ 1.77
4164	Jalapeno slices	\$ 0.85		SINGLE SERVE ITEM									\$ 0.85
4055	Oatmeal Maple& brown sugar	\$ 4.90					\$ 4.99		\$ 2.39		\$ 3.69	\$ 0.28	\$ 3.97
4151	Pickle Dill	\$ 1.71	\$ 1.79			\$ 1.29		\$ 1.79			\$ 1.62	\$ 0.12	\$ 1.75
4004	Titos Hot Pickle	\$ 1.62	\$ 1.79			\$ 1.29		\$ 1.79			\$ 1.62	\$ 0.12	\$ 1.75
4262	Salsa Cups - Mild 3 oz	\$ 1.43	\$ 1.19	\$ 1.19	\$ 1.19						\$ 1.19	\$ 0.09	\$ 1.28
4308	Sardines	\$ 2.06	\$ 1.79				\$ 2.09	\$ 2.09			\$ 1.99	\$ 0.15	\$ 2.14
4013	Ramen Soup - Beef	\$ 0.83	\$ 0.69			\$ 0.79	\$ 0.69	\$ 0.79			\$ 0.74	\$ 0.06	\$ 0.80
4014	Ramen Soup - Chicken	\$ 0.83	\$ 0.69			\$ 0.79	\$ 0.69	\$ 0.79			\$ 0.74	\$ 0.06	\$ 0.80
4015	Ramen Soup - Chili	\$ 0.83	\$ 0.69			\$ 0.79	\$ 0.69	\$ 0.79			\$ 0.74	\$ 0.06	\$ 0.80
4281	Ramen Soup Cajun Chicken	\$ 0.83	\$ 0.69			\$ 0.79	\$ 0.69	\$ 0.79			\$ 0.74	\$ 0.06	\$ 0.80
4016	Ramen Soup Picante Beef	\$ 0.83	\$ 0.69			\$ 0.79	\$ 0.69	\$ 0.79			\$ 0.74	\$ 0.06	\$ 0.80
4295	Salami 5oz	\$ 2.79		SIZE NOT SOLD									\$ 2.79
4070	Spicy Meat & Cheese stick	\$ 1.99	\$ 2.39			\$ 2.19		\$ 2.29			\$ 2.29	\$ 0.17	\$ 2.46
4292	Summer Sausage 5oz.	\$ 2.79		SIZE NOT SOLD									\$ 2.79
4293	Summer Sausage Jalapeno 5oz	\$ 2.79		SIZE NOT SOLD									\$ 2.79
4359	Tuna Fish	\$ 2.17	\$ 2.49				\$ 1.79			\$ 1.79	\$ 2.02	\$ 0.15	\$ 2.18
COOKIES & PASTRIES													
PLU	Item	Price	SHELL	TOM	RACE	CIRCLE K	CVS	WALGREENS	FAM \$	TARGET	AVG	TAX	FMV
5093	Apple Danish	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5094	Banana Cupcake	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5098	Blueberry Danish	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5064	Cherry Cheese Danish	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5005	Chocolate Cupcakes	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85

5025	Big Texas Cinnamon Roll	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5353	Cinnamon Swirl Bun	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5070	Grandma Brownie Cookies	\$ 0.99	\$ 0.99	\$ 0.99	\$ 0.99						\$ 0.99	\$ 0.07	\$ 1.06
COOKIES & PASTRIES													
PLU	Item	Price	SHELL	EXXON	RACE	CIRCLE K	CVS	SM	FAM \$	TARGET	AVG	TAX	FMV
5024	Grandma Choc Chip Cookies	\$ 0.99	\$ 0.99	\$ 0.99	\$ 0.99						\$ 0.99	\$ 0.07	\$ 1.06
5047	Grandma Oatmeal Raisin Cookies	\$ 0.99	\$ 0.99	\$ 0.99	\$ 0.99						\$ 0.99	\$ 0.07	\$ 1.06
5044	Grandma Peanut Butter cookies	\$ 0.99	\$ 0.99	\$ 0.99	\$ 0.99						\$ 0.99	\$ 0.07	\$ 1.06
5133	Honey Bun Jelly Swirl	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5091	Honey Bun Jumbo Glazed	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5008	Iced Honey Bun 6 oz	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5258	Red Velvet Cupcake	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5066	Strawberry Danish	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5278	Peanut Butter Cupcake	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5104	Vanilla Cupcake	\$ 1.59	\$ 1.49			\$ 1.89	\$ 1.79				\$ 1.72	\$ 0.13	\$ 1.85
5367	Duplex Cookies 5 oz	\$ 0.96	\$ 0.99	\$ 0.99				\$ 0.99			\$ 0.99	\$ 0.07	\$ 1.06
5161	Lemon Sandwich Cookies 5 oz	\$ 0.96	\$ 0.99	\$ 0.99				\$ 0.99			\$ 0.99	\$ 0.07	\$ 1.06
5056	Peanut Butter Cookies 5 oz	\$ 0.96	\$ 0.99	\$ 0.99				\$ 0.99			\$ 0.99	\$ 0.07	\$ 1.06
5372	Strawberry Sandwich Cookies 5 oz	\$ 0.96	\$ 0.99	\$ 0.99				\$ 0.99			\$ 0.99	\$ 0.07	\$ 1.06
5018	Vanilla Wafers 10 oz	\$ 2.09			SIZE NOT SOLD								\$ 2.09
5062	Pop Tart Blueberry 2 pk	\$ 1.12	\$ 1.09			\$ 1.19	\$ 1.00				\$ 1.09	\$ 0.08	\$ 1.18
5060	Pop Tart Strawberry 2 pk	\$ 1.12	\$ 1.09			\$ 1.19	\$ 1.00				\$ 1.09	\$ 0.08	\$ 1.18
GENERAL MERCHANDISE													
PLU	Item	Price	SHELL	TOM	RACE	EXXON	CVS	WALGREENS	FAM \$	TARGET	AVG	TAX	FMV
7110	Batteries AA 1 each	\$ 0.80		SSI								\$ -	\$ 0.80
7033	Crossword Book	\$ 3.66					\$ 2.99	\$ 2.99		\$ 2.99	\$ 2.99	\$ 0.22	\$ 3.21
7027	Sudoku Book	\$ 3.66					\$ 2.99	\$ 2.99		\$ 2.99	\$ 2.99	\$ 0.22	\$ 3.21
7003	Word Search Book	\$ 3.66					\$ 2.99	\$ 2.99		\$ 2.99	\$ 2.99	\$ 0.22	\$ 3.21
7002	Ear Buds	\$ 6.99					\$ 9.99	\$ 6.99		\$ 6.99	\$ 7.99	\$ 0.60	\$ 8.59
7099	Legal Pad - White	\$ 1.99					\$ 2.29	\$ 1.50		\$ 1.25	\$ 1.68	\$ 0.13	\$ 1.81
7010	Playing Cards	\$ 3.09	\$ 2.89				\$ 4.79			\$ 2.99	\$ 3.56	\$ 0.27	\$ 3.82
7383	Flex Pen Black	\$ 0.47		SPECIALIZED ITEM									\$ 0.47
7032	Eraser for Pencil	\$ 0.20		SINGLE SERVE ITEM									\$ 0.20
7023	Pocket Dictionary English	\$ 2.99		SPECIALIZED ITEM									\$ 2.99
7228	Pocket Dictionary Spanish	\$ 2.99		SPECIALIZED ITEM									\$ 2.99
7011	Radio w/earbuds	\$ 41.75		SPECIALIZED ITEM									\$ 41.75
7076	Reading Glasses 1.00	\$ 9.99						\$ 9.99	\$ 6.00	\$ 9.99	\$ 8.66	\$ 0.65	\$ 9.31
7077	Reading Glasses 1.25	\$ 9.99						\$ 9.99	\$ 6.00	\$ 9.99	\$ 8.66	\$ 0.65	\$ 9.31
7039	Reading Glasses 1.50	\$ 9.99						\$ 9.99	\$ 6.00	\$ 9.99	\$ 8.66	\$ 0.65	\$ 9.31
GENERAL MERCHANDISE													
PLU	Item	Price	CVS	WALGREENS	FAM \$	TARGET					AVG	TAX	FMV
7078	Reading Glasses 1.75	\$ 9.99	\$ 9.99	\$ 9.99	\$ 6.00						\$ 8.66	\$ 0.65	\$ 9.31
7040	Reading Glasses 2.00	\$ 9.99	\$ 9.99	\$ 9.99	\$ 6.00						\$ 8.66	\$ 0.65	\$ 9.31

7079	Reading Glasses 2.25	\$ 9.99	\$ 9.99	\$ 9.99	\$ 6.00						\$ 8.66	\$ 0.65	\$ 9.31
7041	Reading Glasses 2.50	\$ 9.99	\$ 9.99	\$ 9.99	\$ 6.00						\$ 8.66	\$ 0.65	\$ 9.31
7080	Reading Glasses 2.75	\$ 9.99	\$ 9.99	\$ 9.99	\$ 6.00						\$ 8.66	\$ 0.65	\$ 9.31
7042	Reading Glasses 3.00	\$ 9.99	\$ 9.99	\$ 9.99	\$ 6.00						\$ 8.66	\$ 0.65	\$ 9.31
7081	Reading Glasses 3.25	\$ 9.99	\$ 9.99	\$ 9.99	\$ 6.00						\$ 8.66	\$ 0.65	\$ 9.31
7120	Reading Glasses 3.50	\$ 9.99	\$ 9.99	\$ 9.99	\$ 6.00						\$ 8.66	\$ 0.65	\$ 9.31
7016	Tumbler w/Lid	\$ 0.70		SPECIALIZED ITEM									\$ 0.70
CLOTHING													
PLU	Item	Price	SHELL	SM	RACE	EXXON	CVS	WALGREENS	FAM \$	TARGET	AVG	TAX	FMV
8000	Boxers - 2X Large	\$ 3.95	\$ 3.99	\$ 3.99					\$ 3.88		\$ 3.95	\$ 0.30	\$ 4.25
8001	Boxers - 3X Large	\$ 3.95	\$ 3.99	\$ 3.99					\$ 3.88		\$ 3.95	\$ 0.30	\$ 4.25
8003	Boxers - Large	\$ 3.95	\$ 3.99	\$ 3.99					\$ 3.88		\$ 3.95	\$ 0.30	\$ 4.25
8004	Boxers - Medium	\$ 3.95	\$ 3.99	\$ 3.99					\$ 3.88		\$ 3.95	\$ 0.30	\$ 4.25
8005	Boxers - Small	\$ 3.95	\$ 3.99	\$ 3.99					\$ 3.88		\$ 3.95	\$ 0.30	\$ 4.25
8006	Boxers - X Large	\$ 3.95	\$ 3.99	\$ 3.99					\$ 3.88		\$ 3.95	\$ 0.30	\$ 4.25
8418	Clogs Sz 10	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8419	Clogs Sz 11	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8420	Clogs Sz 12	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8421	Clogs Sz 13	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8422	Clogs Sz 14	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8423	Clogs Sz 15	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8412	Clogs Sz 4	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8413	Clogs Sz 5	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8414	Clogs Sz 6	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8415	Clogs Sz 7	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8416	Clogs Sz 8	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8417	Clogs Sz 9	\$ 11.99						\$ 10.00	\$ 10.00	\$ 14.99	\$ 11.66	\$ 0.87	\$ 12.54
8088	Panties - 10	\$ 3.61					\$ 4.16	\$ 3.00		\$ 3.49	\$ 3.55	\$ 0.27	\$ 3.82
8087	Panties - 6	\$ 3.61					\$ 4.16	\$ 3.00		\$ 3.49	\$ 3.55	\$ 0.27	\$ 3.82
8020	Panties - 7	\$ 3.61					\$ 4.16	\$ 3.00		\$ 3.49	\$ 3.55	\$ 0.27	\$ 3.82
8021	Panties - 8	\$ 3.61					\$ 4.16	\$ 3.00		\$ 3.49	\$ 3.55	\$ 0.27	\$ 3.82
CLOTHING													
PLU	Item	Price	SHELL	SM	RACE	EXXON	CVS	\$ GENERAL	FAM \$	TARGET	AVG	TAX	FMV
8022	Panties - 9	\$ 3.61					\$ 4.16	\$ 3.00		\$ 3.49	\$ 3.55	\$ 0.27	\$ 3.82
8012	Shorts Blue 2X-Large	\$ 10.00						\$ 7.00	\$ 6.00	\$ 12.99	\$ 8.66	\$ 0.65	\$ 9.31
8411	Shorts Blue 4X-Large	\$ 10.00						\$ 7.00	\$ 6.00	\$ 12.99	\$ 8.66	\$ 0.65	\$ 9.31
8013	Shorts Blue Large	\$ 10.00						\$ 7.00	\$ 6.00	\$ 12.99	\$ 8.66	\$ 0.65	\$ 9.31
8014	Shorts Blue Medium	\$ 10.00						\$ 7.00	\$ 6.00	\$ 12.99	\$ 8.66	\$ 0.65	\$ 9.31
8015	Shorts Blue X-Large	\$ 10.00						\$ 7.00	\$ 6.00	\$ 12.99	\$ 8.66	\$ 0.65	\$ 9.31
8036	Socks	\$ 1.79							\$ 6.00		\$ 6.00	\$ 0.45	\$ 6.45
8109	Sports Bra size 32	\$ 11.76					\$ 13.79		\$ 4.00	\$ 16.99	\$ 11.59	\$ 0.87	\$ 12.46
8007	Sports Bra size 34	\$ 11.76					\$ 13.79		\$ 4.00	\$ 16.99	\$ 11.59	\$ 0.87	\$ 12.46
8008	Sports Bra size 36	\$ 11.76					\$ 13.79		\$ 4.00	\$ 16.99	\$ 11.59	\$ 0.87	\$ 12.46

8009	Sports Bra size 38	\$ 11.76				\$ 13.79		\$ 4.00	\$ 16.99	\$ 11.59	\$ 0.87	\$ 12.46
8010	Sports Bra size 40	\$ 11.76				\$ 13.79		\$ 4.00	\$ 16.99	\$ 11.59	\$ 0.87	\$ 12.46
8011	Sports Bra size 42	\$ 11.76				\$ 13.79		\$ 4.00	\$ 16.99	\$ 11.59	\$ 0.87	\$ 12.46
8353	Sports Bra size 44	\$ 11.76				\$ 13.79		\$ 4.00	\$ 16.99	\$ 11.59	\$ 0.87	\$ 12.46
8052	Thermal Bottom - 2XLarge	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8053	Thermal Bottom - 3XLarge	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8054	Thermal Bottom - 4XLarge	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8050	Thermal Bottom - Large	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8049	Thermal Bottom - Medium	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8051	Thermal Bottom - XLarge	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8058	Thermal Top - 2XLarge	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8059	Thermal Top - 3XLarge	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8060	Thermal Top - 4XLarge	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8056	Thermal Top - Large	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8055	Thermal Top - Medium	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8057	Thermal Top - XLarge	\$ 8.66	\$ 8.99	\$ 8.99		\$ 8.99				\$ 8.99	\$ 0.67	\$ 9.66
8047	T-Shirts - XLarge	\$ 5.49	\$ 4.99	\$ 5.99		\$ 5.99				\$ 5.66	\$ 0.42	\$ 6.08
8048	T-Shirts - 2XLarge	\$ 5.49	\$ 4.99	\$ 5.99		\$ 5.99				\$ 5.66	\$ 0.42	\$ 6.08
8042	T-Shirts - 3XLarge	\$ 5.49	\$ 4.99	\$ 5.99		\$ 5.99				\$ 5.66	\$ 0.42	\$ 6.08
8043	T-Shirts - 4XLarge	\$ 5.49	\$ 4.99	\$ 5.99		\$ 5.99				\$ 5.66	\$ 0.42	\$ 6.08
8044	T-Shirts - Large	\$ 5.49	\$ 4.99	\$ 5.99		\$ 5.99				\$ 5.66	\$ 0.42	\$ 6.08
8045	T-Shirts - Medium	\$ 5.49	\$ 4.99	\$ 5.99		\$ 5.99				\$ 5.66	\$ 0.42	\$ 6.08
8046	T-Shirts - Small	\$ 5.49	\$ 4.99	\$ 5.99		\$ 5.99				\$ 5.66	\$ 0.42	\$ 6.08
Indigent Kits												
PLU	Item	Price								AVG	TAX	FMV
7287	Indigent Supply (1 Time Only)	\$ 4.49		SPECIALIZED ITEM								\$ 4.49
2714	Indigent Resupply (14 Day)	\$ 3.84		SPECIALIZED ITEM								\$ 3.84
2715	Indigent Resupply (60 Day)	\$ 4.56		SPECIALIZED ITEM								\$ 4.56
POSTAGE												
PLU	Item	Price								AVG	TAX	FMV
2001	Stamped Envelope	\$ 0.73		SINGLE SERVE ITEM								\$ 0.73
PHONE TIME												
PLU	Item	Price								AVG	TAX	FMV
2049	Phone Time	\$ 1.00		SPECIALIZED ITEM								\$ 1.00

JAIL ADDRESS:
Escambia County Jail
1700 W Leonard St
Pensacola, FL 32501

Stores Visited:
Circle K - 4450 Bayon Blvd, Pensacola, FL 32503

Smart Mart - 1412 W. Fairfield Dr, Pensacola, FL 32503
Exxon - 2800 W Fairfield Dr, Pensacola, FL 32503
Target - 4711 Bayou Blvd, Pensacola, FL 32505
Raceway - 2741 W Fairfield Dr, Pensacola, FL 32505
Shell - 3900 N. Davis Hwy, Pensacola, FL 32503
Wallgreens - 85 Beverly Pkwy, Pensacola, FL 32505
People's Beauty Supply - 3886 N 9th Ave, Pensacola, FL 32503
CVS - 3880 N. 9th Ave, Pensacola, FL 32503
Family Dollar - 1817 W Fairfield Dr, Pensacola, FL 32505
Subway 1 - 3101 N. Pace Blvd, Pensacola, FL 32505
Subway 2 - 5007 N. Davis Hwy, Pensacola, FL 32505
Subway 3 - 120 Chiefs Way, Pensacola, FL 32507
Dollar General 6601 N. Davis Hwy, Pensacola, FL 32504

ROAD PRISON COMMISSARY MENU

ID: _____ Printed Name: _____

Location: _____ Signature: _____ Revised 9/17/2019

Date: _____ *I authorize the deduction of funds to pay for the items selected.

CLOTHING					
10549	Orange Canvas Shoes Size 7	10.36	1686	Valentines Dav Card	1.49
10550	Orange Canvas Shoes Size 8	10.36	1687	All Occasion Card	1.49
10551	Orange Canvas Shoe Size 9	10.36	1688	Easter Card	1.49
10552	Orange Canvas Shoe Size 10	10.36	1689	Friendship Cards	1.49
10553	Orange Canvas Shoe Size 11	10.36	1690	I Love You Cards	1.49
10554	Orange Canvas Shoe Size 12	10.36	1991	AAA (4 pack)	3.25
10555	Orange Canvas Shoe Size 13	10.36	50546	Clear AM/FM Radio (uses AAA)	31.50
10556	Orange Canvas Shoe Size 14	10.36		CANDY	
PERSONAL HYGIENE			1696	Twizzlers LSC	1.28
1320	Neutrogena Soap	6.68	1700	Big Reese Cup	1.38
1396	Ivorv Toothbrush (TB30)	0.49	1701	3 Musketeer Non UPC	1.16
1400	Crest Toothpaste(4.6oz.)	3.19	1703	M&M Peanut Non UPC	1.16
1401	Closeup Toothpaste	3.18	1704	Starburst Non UPC	1.16
1407	Toothbrush Holder	0.85	1705	Snickers Non UPC	1.16
1408	Plastic Soan Dish	1.25	1706	Skittles Non UPC	1.16
1410	Pocket Comb - 5"	0.61	1707	Whonners	1.16
1414	Stavdent Denture Adhesive Cream	4.48	1708	Milkv Wav Non UPC	1.16
1416	Denture Cleaner Tablets (6pk)	0.78	1709	Now & Later	1.16
1417	Denture Bath	3.12	1710	Kit Kat - LSC	1.38
1424	Noxzema	3.42	1712	Whatchamacallit	1.38
1426	Irish Spring	1.72	1713	Twix Non UPC	1.16
1427	Ultra Brite w/Advanced Whitening	3.17	1714	Jelly Beans	1.24
1428	Foot Powder	3.70	1715	Babv Ruth	1.16
1434	Blistex Lin Theravv	2.90	1716	Fast Break	1.16
1435	Magic Shave Cream Tube	4.83	1717	Butterfinger	1.16
1436	Mennon Clear Speed Stick	3.65	1721	Jaw Breakers	1.28
1438	Murray's Superior Hair Dressing.	4.28	1722	Sour Fruit Balls	1.28
1439	Sure Deod.	3.14	1723	Atomic Fire Balls	1.28
1440	Cocoa Butter Stick	2.25	1724	Jolly Ranchers	1.58
1444	Palmolive Deod. Soan	1.28	1726	Butterscotch Buttons	1.24
1446	Dawn Mist 3 oz. Soan (SP30)	0.95	1728	Lemon Heads	1.18
1450	Anti Fungel Cream	4.81	1731	Chick O Stick	0.79
1452	Ladv Speed Stick	3.12	1734	Ole School Corn Flake Chewv	1.21
1454	Ivorv Soan	1.07	1742	M&M Plain Non UPC	1.16
1455	Ambi Complexion Bar	3.47	1746	Hershev's Gold Candy Bar	1.16
1456	Ambi Cocoa Butter Soan	3.47		BEVERAGES	
1458	Dial Soan - 3.5 oz.	1.66	1106	Coca Cola Voucher	1.50
1459	Dove soan	2.53	1125	Ind. S.F. Grane Drink Mix(10 ct.)	3.06
1463	Multi Purpose Solution	5.22	1127	Tasters Choice Hazlenut	0.39
1476	BP35 4oz Babv Powder	1.22	1298	Hawaiian Punch Fruit Juicv Red Singl	2.85
1477	BA 3312 4oz Babv Oil	1.44	1300	Swiss Miss	0.47
1478	4oz Cocoa Butter Lotion	1.20	1301	Canri Sun Juice	0.79
1479	MS3367 4oz Shampoo and Bodv Bath	1.24	1302	Ind. Orange Drink Mix	0.46
1480	HC3336 4oz Conditioner	1.24	1304	Ind. Ice Tea Mix	0.46
1482	Lusti Hair Food	2.40	1305	Boston's Best Columbian	4.70
1483	Shampoo, Shave Gel, Bodv Wash 4 oz	1.24	1306	Yoo Hoo	0.89
1484	4 oz. Tearless Shampoo	1.24	1307	Taster's Choice Ind. Cof.	0.39
1494	2 oz mouthwash - MR02	0.75	1310	Ind. Fr. Punch Mix	0.46
1498	4 oz. Dandruff Shampoo	1.53	1312	Ind. S.F. Lem. Drink Mix (10 ct.)	3.06
1499	Suave Bodv Wash - 12oz.	4.30	1313	Ind. S.F. Orange (10 ct.)	3.06
			1314	Ind. S.F. Fr. Punch (10 ct.)	3.06
MEDICAL				CHIPS / SNACKS	
19101	Generic Tylenol	0.63	1087	Marias Cookies	1.44
19102	Advil	0.63	1092	Sharp Squeeze Cheese(14 oz.bottle)	5.62
19103	Alka Seltzer	0.90	1096	Jalano Cheese Squeeze Bottle	4.75
19105	Roloids / Tums	1.18	1097	French Onion Din 6.35 oz	2.25
19108	Hydrocortisone Cream	0.42	1098	Cheddar Cheese Din 6.35 oz	2.25
19110	Hemorrhoidal Ointment	4.35	1308	Frosted Flakes 1 oz.	0.82
19113	Halls Cherrv Cough Drovs	0.91	1319	Raisin Bran Cereal 1.25 oz.	0.82
19116	ClearZit Acne Cream	2.71	1573	Ind. Peanut Butter Pack	0.80
MISC			1574	Ind. Jelly Pack	0.59
1028	Ear Buds Electronic	3.98	1575	ketchun (12 ct.)	1.73
1031	UNO Cards	7.22	1576	mustard (12 ct.)	1.73
1034	Rook Card Game	7.22	1577	mavo (12 ct.)	2.16
1536	Generic Playinø Cards	2.43	1578	Hot sauce (10 ct.)	1.73
1644	Stammed Envelope	0.69	1579	Ind. Suoar Packs (10ct.)	0.76
1653	Drawinø Pad	1.37	1580	Ind. Cream Packets (20ct.)	1.37
1654	Writing Pad	1.37	1600	Ramen Chili	0.82
1655	9 x 12 Envelope	0.46	1601	Ramen Chicken	0.82
1661	Mechanical Pencils	0.45	1602	Ramen Beef	0.82
1675	Birthdav Card Male	1.49	1606	Ramen Caiun Chicken	0.82
1676	Birthdav Card Female	1.49	1607	Ramen Shrimo	0.82
1677	Birthdav Card Child Female	1.49	1608	Sweet Sue Chicken Pouch	5.95
1678	Birthdav Card Child Male	1.49	1609	Western Stlv Hot Chili	2.80
1679	Christmas Card	1.49	1610	Chili w/Beans Pouch	2.80
1680	Get Well Card	1.49	1611	Beef Stew Pouch	2.80
1681	Svmmathv Card	1.49	1735	Grandma Peanut Butter Cookie	1.16
1682	Thank You Card	1.49	1795	Banana Nut Muffin 4.5 oz.	2.75
1683	Mother's Dav Card	1.49	1796	Blueberrv Muffins 4.5 oz.	2.75
1684	Father's Dav Card	1.49	1798	Strawberrv Poptart	1.06
1685	Anniversarv Card	1.49	1799	Iced Oatmeal Cookie 5oz	1.27
			1800	Nuttv Buddv Bar	1.16
			1801	Fudze Brownie	0.79
			1802	Honev Bun 4 oz.	1.16
			1808	Lemon Cream Cookies (5 oz.)	1.17
			1809	Peanut Butter Cr. Cookie 5 oz.	1.17
			1810	Powdered Gem Donuts	1.16
			1812	Iced Honev Bun	1.21
			1813	Dunlex Cream Cookie 5 oz.	1.27
			1814	Strawberrv Cream Cookies (5 oz.)	1.17
			1816	Banana Moon Pie	1.40
			1818	Granola Bar	1.01
			1821	Van-O-Lunch Cookies	0.76
			1823	Vanilla Moon Pie	1.40
			1824	Lookout Pecan Pie	1.88
			1826	Toastchee Snicv Cheddar	0.76
			1899	Snack Crackers (larøe bx)	4.92
			1900	Chocolate Chin Cookies 5oz	1.27
			1902	Jav's Jalapeno Cruncher Chins	0.86
			1903	Kosher Dill Chio	0.86
			1905	Dorito Nacho - LSS	1.35
			1906	Hot Buffalo Wing Chins	0.86
			1907	Jalapeno Cheeto - LSS	1.35
			1908	Sndvrs Hot Buffalo Pieces L.SS	1.35
			1910	Saltines	0.46
			1911	Toastchee Cracker	0.76
			1912	Cheese on Wheat Crackers	0.76
			1916	Peanut Bar	0.88
			1918	Suzar Free Vanilla Wafers	0.87
			1924	Voodoo Chins LSS	1.35
			1925	Hot and Snicv Chins	0.86
			1926	White Cheddar Poncorn	0.86
			1927	Jalapeno Pomners Curls	0.86
			1928	Sour Cream & Onion Chins	0.86
			1929	Salted Peanuts	0.76
			1930	Lavs Plain - LSS	1.26
			1931	Kars Sweet N Saltv Mix 3.5 oz.	1.89
			1932	Sndvrs Jalapeno Pieces - LSS	1.35
			1935	Malt Crackers	0.76
			1936	Nekot Cookies	0.76
			1937	Babv Back Ribs Potato Chins - L.SS	1.35
			1938	Honev Mustard w/Onion Pieces	1.35
			1940	Big Bøv Hot Pork Skin	2.25
			1941	Big Bøv BBO Pork Skins	2.25
			1943	Ranch Dressing Individual	0.55
			1945	Pepperoni Sticks	4.60
			1947	Beef Jerkv	1.75
			1948	Creamv Ranch Habanero Chins	0.86
			1951	Kars Sweet & Snicv Mix	4.25
			1952	Tiuauna Mama Hot Sausøø	1.99
			1954	Gold-n-Cheese Crackers	0.76
			1955	Combos Pretzel	1.59
			1964	Kar Sriracha Peanuts - 3.5 oz.	1.92
			1968	Takis Fuego - 2 oz.	2.40
			1975	Chicken of Sea Mackerel	3.12
			1979	Beef Summer Sausøø	2.26
			1980	Beef & Cheddar Cheese Stick	0.86
			1982	Jalapeno Slices	1.00
			1983	Snam	2.67
			1985	Star Kist Tuna Kit	3.61
			1986	Fresh Catch Sardine in Hot Sauce	1.95
			1997	Flour Tortilla Shells	1.74
			1998	Med. Salsa Cup (3 oz. cup)	1.12
			2005	Bacon Flavored Refried Beans	2.04
			2010	Big Tuna Pouch	3.28
			2012	Grocerv Size Sour Cream Chins	3.28
			2013	Grocerv Size BBO Chins	3.28
			2014	Grocerv Size Hot Potato Chins	3.28
			2018	Bag of Butterfinger Cookies	3.09
			2019	Big Haus Hot Jalapeno Beef Stick	3.04
			2023	Grocerv Size Cheese Curls	3.68
			2032	Fudze Toaster Pastrv	1.01
			2055	Grocerv Size Cheese Puffs	4.88
			2064	Kars Original Trail Mix	1.36
			2070	Frito Lavs Baked BBO Chins	1.16
			2077	Herrrs Baked Cheddar Chins	0.99
			2743	Ouaker Snack Mix Baked Cheddar	1.56
			2744	Nature Valle Sweet & Saltv Peanut B	1.56
			5302	Cinnamon Swirl Bun	1.16
			6165	Chocolate Cupcakes	1.75
TOBACCO					
			1204	Newnorts CARTON	72.90

ID: _____ Printed Name: _____
Location: _____ Signature: _____ Revised
Date: _____ *I authorize the deduction of funds to pay for the items selected. 9/17/2019

1205	___ Newports Packs	8.37
1206	___ Marlboro Packs	8.37
1207	___ Marlboro CARTON	72.90
1209	___ Ligher	0.79
1222	___ 305 Cig	6.63
1223	___ 305 Menthol	6.63
1224	___ CARTON Reg. 305 Cig.	57.22
1225	___ CARTON 305 Menthol Cig.	57.22

ROAD PRISON



Monthly Invoice

Date	Invoice No.
6/30/2019	10634724211

Name / Address
Escambia Co. Road Prison 601 Hwy. 297 A Cantonment, FL 32533

P.O. No.	Terms
	Due on receipt

Description	Qty	Rate	Total
Taxable Sales Period 6/1/2019 to 6/30/2019		15,295.16	15,295.16
Non Taxable Sales		24.84	24.84
Sales Tax		7.50%	1,147.14

Remit to:
Kimble's Commissary
P.O. Box 1227
LaGrange, GA 30241

Total	\$16,467.14
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ROAD PRISON



Monthly Invoice

Date	Invoice No.
7/31/2019	1063473659I

Name / Address
Escambia Co. Road Prison 601 Hwy. 297 A Cantonment, FL 32533

P.O. No.	Terms
	Due on receipt

Description	Qty	Rate	Total
Taxable Sales Period 7/1/2019 to 7/31/2019		20,858.39	20,858.39T
Non Taxable Sales		31.05	31.05
Sales Tax		7.50%	1,564.38

Remit to:
Kimble's Commissary
P.O. Box 1227
LaGrange, GA 30241

Total	\$22,453.82
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ROAD PRISON



Monthly Invoice

Date	Invoice No.
8/30/2019	20190831

Name / Address
Escambia Co. Road Prison 601 Hwy. 297 A Cantonment, FL 32533

P.O. No.	Terms
	Due on receipt

Description	Qty	Rate	Total
Taxable Sales Period 8/1/2019 to 8/30/2019		14,958.83	14,958.83T
misc. adjustment		0.01	0.01
Non Taxable Sales		15.18	15.18
Sales Tax		7.50%	1,121.91

Remit to:
Kimble's Commissary
P.O. Box 1227
LaGrange, GA 30241

Total	\$16,095.93
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ROAD PRISON PRODUCT SALES

■ ■ ■ □	Product Sales	□ ■ ■ ■
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Escambia County Florida Products by Code 8/1/2019 to 8/31/2019

Code	Product	Qty	Avg Price	SubTTL
1028	Ear Buds Electronic	4	\$3.98	\$15.92
1087	Marias Cookies	5	\$1.44	\$7.20
1092	Sharp Squeeze Cheese(14 oz.bottle)	1	\$5.62	\$5.62
1096	Jalapeno Cheese Squeeze Bottle	19	\$4.75	\$90.25
1097	French Onion Dip 6.35 oz	2	\$2.25	\$4.50
1098	Cheddar Cheese Dip 6.35 oz	1	\$2.25	\$2.25
1106	Coca Cola Voucher	664	\$1.50	\$996.00
1125	Ind. S.F. Grape Drink Mix(10 ct.)	1	\$3.06	\$3.06
1127	Tasters Choice Hazlenut	207	\$0.39	\$80.73
1204	Newports CARTON	4	\$72.90	\$291.60
1205	Newports Packs	56	\$8.37	\$468.72
1206	Marlboro Packs	29	\$8.37	\$242.73
1207	Malboro CARTON	4	\$72.90	\$291.60
1209	Lighter	45	\$0.79	\$35.55
1222	305 Cig	197	\$6.63	\$1306.11
1223	305 Menthol	325	\$6.63	\$2154.75
1224	CARTON Reg. 305 Cig.	20	\$57.22	\$1144.40
1225	CARTON 305 Menthol Cig.	40	\$57.22	\$2288.80
1298	Hawaiian Punch Fruit Juicy Red Singles	56	\$2.85	\$159.60
1300	Swiss Miss	382	\$0.47	\$179.54
1301	Capri Sun Juice	1	\$0.79	\$0.79
1302	Ind. Orange Drink Mix	3	\$0.46	\$1.38
1304	Ind. Ice Tea Mix	3	\$0.46	\$1.38
1305	Boston's Best Columbian	226	\$4.70	\$1062.20
1306	Yoo Hoo	12	\$0.89	\$10.68
1307	Taster's Choice Ind. Cof.	8	\$0.39	\$3.12
1308	Frosted Flakes 1 oz.	10	\$0.82	\$8.20
1310	Ind. Fr. Punch Mix	4	\$0.46	\$1.84
1312	Ind. S.F. Lem. Drink Mix (10 ct.)	1	\$3.06	\$3.06
1313	Ind. S.F. Orange (10 ct.)	1	\$3.06	\$3.06
1314	Ind. S.F. Fr. Punch (10 ct.)	2	\$3.06	\$6.12
1396	Ivory Toothbrush (TB30)	1	\$0.49	\$0.49
1400	Crest Toothpaste(4.6oz.)	6	\$3.19	\$19.14
1401	Closeup Toothpaste	3	\$3.18	\$9.54
1407	Toothbrush Holder	2	\$0.85	\$1.70
1408	Plastic Soap Dish	4	\$1.25	\$5.00

Product Sales

Code	Product	Qty	Avg Price	SubTTL
1426	Irish Spring	34	\$1.72	\$58.48
1427	Ultra Brite w/Advanced Whitening	8	\$3.17	\$25.36
1434	Blistex Lip Therapy	1	\$2.90	\$2.90
1436	Mennon Clear Speed Stick	1	\$3.65	\$3.65
1439	Sure Deod.	8	\$3.14	\$25.12
1440	Cocoa Butter Stick	2	\$2.25	\$4.50
1444	Palmolive Deod. Soap	2	\$1.28	\$2.56
1452	Lady Speed Stick	21	\$3.12	\$65.52
1454	Ivory Soap	24	\$1.07	\$25.68
1456	Ambi Cocoa Butter Soap	3	\$3.47	\$10.41
1458	Dial Soap - 3.5 oz.	12	\$1.66	\$19.92
1459	Dove soap	6	\$2.53	\$15.18
1476	BP35 4oz Baby Powder	7	\$1.22	\$8.54
1477	BA3312 4oz Baby Oil	1	\$1.44	\$1.44
1478	4oz Cocoa Butter Lotion	6	\$1.20	\$7.20
1483	Shampoo, Shave Gel, Body Wash 4 oz	1	\$1.24	\$1.24
1484	4 oz. Tearless Shampoo	1	\$1.24	\$1.24
1498	4 oz. Dandruff Shampoo	2	\$1.53	\$3.06
1536	Generic Playing Cards	15	\$2.43	\$36.45
1573	Ind. Peanut Butter Pack	45	\$0.80	\$36.00
1574	Ind. Jelly Pack	11	\$0.59	\$6.49
1575	ketchup (12 ct.)	1	\$1.73	\$1.73
1576	mustard (12 ct.)	3	\$1.73	\$5.19
1577	mayo (12 ct)	28	\$2.16	\$60.48
1578	Hot sauce (10 ct.)	18	\$1.73	\$31.14
1579	Ind. Sugar Packs (10ct.)	48	\$0.76	\$36.48
1580	Ind. Cream Packets (20ct.)	15	\$1.37	\$20.55
1600	Ramen Chili	327	\$0.82	\$268.14
1601	Ramen Chicken	241	\$0.82	\$197.62
1602	Ramen Beef	208	\$0.82	\$170.56
1606	Ramen Cajun Chicken	652	\$0.82	\$534.64
1607	Ramen Shrimp	61	\$0.82	\$50.02
1609	Western Style Hot Chili	31	\$2.80	\$86.80
1610	Chili w/Beans Pouch	16	\$2.80	\$44.80
1644	Stamped Envelope	22	\$0.69	\$15.18
1653	Drawing Pad	3	\$1.37	\$4.11
1654	Writing Pad	5	\$1.37	\$6.85
1655	9 x 12 Envelope	7	\$0.46	\$3.22
1661	Mechanical Pencils	10	\$0.45	\$4.50
1675	Birthday Card Male	1	\$1.49	\$1.49

Product Sales

Code	Product	Qty	Avg Price	SubTTL
1676	Birthday Card Female	5	\$1.49	\$7.45
1682	Thank You Card	2	\$1.49	\$2.98
1689	Friendship Cards	1	\$1.49	\$1.49
1690	I Love You Cards	4	\$1.49	\$5.96
1696	Twizzlers LSC	4	\$1.28	\$5.12
1700	Big Reese Cup	24	\$1.38	\$33.12
1701	3 Musketeer Non UPC	13	\$1.16	\$15.08
1703	M&M Peanut Non UPC	14	\$1.16	\$16.24
1704	Starburst Non UPC	6	\$1.16	\$6.96
1705	Snickers Non UPC	23	\$1.16	\$26.68
1706	Skittles Non UPC	7	\$1.16	\$8.12
1707	Whoppers	2	\$1.16	\$2.32
1708	Milky Way Non UPC	4	\$1.16	\$4.64
1709	Now & Later	2	\$1.16	\$2.32
1710	Kit Kat - LSC	12	\$1.38	\$16.56
1712	Whatchamacallit	20	\$1.38	\$27.60
1713	Twix Non UPC	10	\$1.16	\$11.60
1715	Baby Ruth	4	\$1.16	\$4.64
1716	Fast Break	13	\$1.16	\$15.08
1717	Butterfinger	5	\$1.16	\$5.80
1721	Jaw Breakers	3	\$1.28	\$3.84
1722	Sour Fruit Balls	17	\$1.28	\$21.76
1723	Atomic Fire Balls	35	\$1.28	\$44.80
1724	Jolly Ranchers	30	\$1.58	\$47.40
1726	Butterscotch Buttons	36	\$1.24	\$44.64
1728	Lemon Heads	12	\$1.18	\$14.16
1731	Chick O Stick	2	\$0.79	\$1.58
1734	Ole School Corn Flake Chewy	89	\$1.21	\$107.69
1735	Grandma Peanut Butter Cookie	6	\$1.16	\$6.96
1742	M&M Plain Non UPC	11	\$1.16	\$12.76
1746	Hershey's Gold Candy Bar	2	\$1.16	\$2.32
1798	Strawberry Poptart	27	\$1.06	\$28.62
1799	Iced Oatmeal Cookie 5oz	24	\$1.27	\$30.48
1800	Nutty Buddy Bar	41	\$1.16	\$47.56
1801	Fudge Brownie	20	\$0.79	\$15.80
1802	Honey Bun 4 oz.	69	\$1.16	\$80.04
1808	Lemon Cream Cookies (5 oz.)	44	\$1.17	\$51.48
1809	Peanut Butter Cr. Cookie 5 oz.	66	\$1.17	\$77.22
1810	Powdered Gem Donuts	14	\$1.16	\$16.24
1812	Iced Honey Bun	276	\$1.21	\$333.96

Product Sales

Code	Product	Qty	Avg Price	SubTTL
1813	Duplex Cream Cookie 5 oz.	41	\$1.27	\$52.07
1814	Strawberry Cream Cookies (5 oz.)	97	\$1.17	\$113.49
1816	Banana Moon Pie	3	\$1.40	\$4.20
1818	Granola Bar	10	\$1.01	\$10.10
1821	Van-O-Lunch Cookies	3	\$0.76	\$2.28
1824	Lookout Pecan Pie	5	\$1.88	\$9.40
1826	Toastchee Spicy Cheddar	21	\$0.76	\$15.96
1899	Snack Crackers (large bx)	3	\$4.92	\$14.76
1900	Chocolate Chip Cookies 5oz	27	\$1.27	\$34.29
1902	Jay's Jalapeno Cruncher Chips	23	\$0.86	\$19.78
1903	Kosher Dill Chip	26	\$0.86	\$22.36
1905	Dorito Nacho - LSS	66	\$1.35	\$89.10
1906	Hot Buffalo Wing Chips	20	\$0.86	\$17.20
1907	Jalapeno Cheeto - LSS	39	\$1.35	\$52.65
1908	Snyders Hot Buffalo Pieces LSS	39	\$1.35	\$52.65
1910	Saltines	16	\$0.46	\$7.36
1911	Toastchee Cracker	1	\$0.76	\$0.76
1912	Cheese on Wheat Crackers	11	\$0.76	\$8.36
1916	Peanut Bar	68	\$0.88	\$59.84
1924	Voodoo Chips LSS	15	\$1.35	\$20.25
1925	Hot and Spicy Chips	21	\$0.86	\$18.06
1926	White Cheddar Popcorn	4	\$0.86	\$3.44
1927	Jalapeno Poppers Curls	167	\$0.86	\$143.62
1928	Sour Cream & Onion Chips	36	\$0.86	\$30.96
1929	Salted Peanuts	18	\$0.76	\$13.68
1930	Lays Plain - LSS	6	\$1.26	\$7.56
1931	Kars Sweet N Salty Mix 3.5 oz.	1	\$1.89	\$1.89
1932	Snyders Jalapeno Pieces - LSS	12	\$1.35	\$16.20
1936	Nekot Cookies	5	\$0.76	\$3.80
1937	Baby Back Ribs Potato Chips - LSS	2	\$1.35	\$2.70
1938	Honey Mustard w/Onion Pieces	19	\$1.35	\$25.65
1940	Big Bag Hot Pork Skin	5	\$2.25	\$11.25
1941	Big Bag BBQ Pork Skins	4	\$2.25	\$9.00
1943	Ranch Dressing Individual	65	\$0.55	\$35.75
1945	Pepperoni Sticks	2	\$4.60	\$9.20
1948	Creamy Ranch Habanero Chips	59	\$0.86	\$50.74
1952	Tijuana Mama Hot Sausage	15	\$1.99	\$29.85
1954	Gold-n-Cheese Crackers	2	\$0.76	\$1.52
1955	Combos Pretzel	2	\$1.59	\$3.18
1968	Takis Fuego - 2 oz.	2	\$2.40	\$4.80

Product Sales

Code	Product	Qty	Avg Price	SubTTL
1975	Chicken of Sea Mackerel	5	\$3.12	\$15.60
1979	Beef Summer Sausage	9	\$2.26	\$20.34
1980	Beef & Cheddar Cheese Stick	32	\$0.86	\$27.52
1982	Jalapeno Slices	25	\$1.00	\$25.00
1983	Spam	1	\$2.67	\$2.67
1986	Fresh Catch Sardine in Hot Sauce	9	\$1.95	\$17.55
1991	AAA (4 pack)	20	\$3.25	\$65.00
1997	Flour Tortilla Shells	35	\$1.74	\$60.90
1998	Med. Salsa Cup (3 oz. cup)	1	\$1.12	\$1.12
2005	Bacon Flavored Refried Beans	13	\$2.04	\$26.52
2010	Big Tuna Pouch	14	\$3.28	\$45.92
2012	Grocery Size Sour Cream Chips	7	\$3.28	\$22.96
2013	Grocery Size BBQ Chips	9	\$3.28	\$29.52
2014	Grocery Size Hot Potato Chips	6	\$3.28	\$19.68
2018	Bag of Butterfinger Cookies	5	\$3.09	\$15.45
2019	Big Haus Hot Jalepeno Beef Stick	24	\$3.04	\$72.96
2023	Grocery Size Cheese Curls	47	\$3.68	\$172.96
2032	Fudge Toaster Pastry	78	\$1.01	\$78.78
2055	Grocery Size Cheese Puffs	22	\$4.88	\$107.36
2070	Frito Lays Baked BBQ Chips	2	\$1.16	\$2.32
2077	Herrs Baked Cheddar Chips	18	\$0.99	\$17.82
2743	Quaker Snack Mix Baked Cheddar	1	\$1.56	\$1.56
2744	Nature Valley Sweet & Salty Peanut Bar	2	\$1.56	\$3.12
5302	Cinnamon Swirl Bun	64	\$1.16	\$74.24
6165	Chocolate Cupcakes	14	\$1.75	\$24.50
10551	Orange Canvas Shoe Size 9	1	\$10.36	\$10.36
10552	Orange Canvas Shoe Size 10	1	\$10.36	\$10.36
10554	Orange Canvas Shoe Size 12	1	\$10.36	\$10.36
19102	Advil	1	\$0.63	\$0.63
50546	Clear AM/FM Radio (uses AAA)	2	\$31.50	\$63.00
				\$16095.93



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 7, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 4:

Re: PD 18-19.102 Inmate Commissary and Banking Services for Escambia County
Corrections Department

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 4 provides for a clarification regarding the Term of the Agreement.

As noted on Solicitation Page 10 of 73, Section 7, and Page 17 of 73, Section 1-4, the term of the agreement with the awarded firm is expected to be ~~twelve (12) months with the potential for up to two (2) one-year renewal periods for a total term of thirty-six (36) months.~~

This Addendum provides an update that the term of the agreement with the awarded firm is now expected – upon negotiation – to be thirty-six (36) months with up to two (2) one-year renewal periods, for a total of sixty (60) months.

This Addendum Number 4 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

October 11, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 5:

Re: PD 18-19.102 Inmate Commissary and Banking Services for Escambia County
Corrections Department

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 5 provides answers to the questions found on the following pages.

This Addendum Number 5 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

- Q1. What items (product and size) are included in the indigent kits?
A1. Main Jail Indigent Kits are shown on the following pages.
Work Annex (Road Prison):
- 1 box of 500 stamped envelopes (\$366.40)
 - 1 dozen pens (\$2.90)
 - 1 ream of wide-rule paper (\$1.00)

Please note that Indigent Kits are not included with this proposal as the County prepares their own kits. This answer is in response to the question of what is included in the kits.

- Q2. How much are inmates currently charged to transfer money to their phone account?
A2. No charge. Inmates buy phone time.

- Q3. What were tobacco sales from 10/1/2018 - 9/30/2019?
A3. Quantity 10,022 = \$117,615.62

- Q4. Is it the intent of Escambia County to continue to sell tobacco products at the Road Prison?
A4. Yes, but the County reserves the right to change this policy.

- Q5. How many dorm kiosks are currently installed at the different locations?
A5. Please see Addendum 3, Question 36.

- Q6. Do the dorm kiosks currently in place utilize power and Cat-6 cabling to operate?
A6. Yes.

- Q7. It has been requested that we use the proposal format shown on page 42 of 73. In this format, there is no indication as to where the information regarding where the Qualifications of Firm (experience, history, reference, etc.) or Qualifications of Staff should be included.
A7. The department has requested that this information should be included in Part A after the Letter of Transmittal, and before the written technical approach. However, the location of the information within the proposal will not cause a response to be deemed non-responsive. As long as all the requested information is included, the firm's response will be deemed responsive as it relates to this specific item.

Main Jail Hygiene Kit (includes Work Release)

Hygiene Kit Price 4.49

- (1) 20oz. cup with lid
- (1) 4oz. shampoo
- (1) 2.7 clear toothpaste
- (1) thumb toothbrush
- (1) # 3 soap
- (1) 1.5 oz. roll on deodorant
- 4(packs) acetaminophen
- 4 (packs) allergy tablets
- 4(packs) ibuprofen
- 4 (packs) antacid tablets
- 1 flex pen
- 2 stamped envelopes
- 6 sheets of paper

Hygiene Kit # 1 Price 3.84

- (1) 4oz. shampoo
- (1) 2.7 clear toothpaste
- (1) thumb toothbrush
- (1) # 3 soap
- (1) 1.5 oz. roll on deodorant
- 4(packs) acetaminophen
- 4 (packs) allergy tablets
- 4(packs) ibuprofen
- 4 (packs) antacid tablets
- 1 flex pen

2 stamped envelopes

6 sheets of paper

Hygiene Kit # 2 Price 4.56

(1) petroleum jelly

(1) comb

(1) 4oz. shampoo

(1) 2.7 clear toothpaste

(1) thumb toothbrush

(1) # 3 soap

(1) 1.5 oz. roll on deodorant

4(packs) acetaminophen

4 (packs) allergy tablets

4(packs) ibuprofen

4 (packs) antacid tablets

1 flex pen

2 stamped envelopes

6 sheets of paper



ATTACHMENT B
COST/FEE PROPOSAL
FINAL OFFER

Keefe has prepared Proposal A and Proposal B for the ECCD with the option to include Keefe's Direct Debit Inmate Vending Program with each one as well. Each offer will be followed by Commission Offer Details including the estimated annual commission return. Details on Specialty / Value Added Services will follow all of the offers.

Proposal A-1 –

Keefe Staff at Facility and orders pulled at facility **with** Vending Option

Proposal A-2 –

Keefe Staff at Facility and orders pulled at facility **without** Vending Option

Proposal B-1 –

Keefe Staff at Facility and orders pulled offsite at Keefe's Warehouse **with** Vending Option

Proposal B-2 –

Keefe Staff at Facility and orders pulled offsite at Keefe's Warehouse **without** Vending Option

The cost of the New Commit Kits remain the same across all proposals at \$0.65 each or an extended annual cost of \$11,700.

Deposits fees remain the same across all proposals at \$3.00 for deposits via kiosk and \$4.95 for web and phone deposits.

For the Secure Release Debit Cards there is no charge for use for the first 72 hours. After the first 72 hours the weekly maintenance fee is \$2.50.

*****Please note that all options proposed are negotiable****



ATTACHMENT B

PD18-19.102

Inmate Commissary and Banking Services for Escambia County Corrections Department

FEE PROPOSAL FORM

The Contractor shall provide all plant, labor, equipment, manpower and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the Scope of Services defined in this solicitation for the amounts specified in this Fee Proposal Form. *The County is asking for two fee proposals. "Proposal A" will take into account the listed storage/packing space that may be available to the vendor once the new jail facility is constructed (estimated date of July 2020). "Proposal B" shall be provided as if no storage or workspace is to be provided at Jail facility. "Proposal B" necessitates a vendor furnished offsite location at which all commissary work is to be completed.*

FINAL PROPOSAL: INMATE SALES COMMISSION PERCENTAGE

Only a single fixed percentage for each contract period shall be proposed. Proposals submitting a range of percentages will not be accepted and proposal shall be determined non-responsive.

The Contractor shall pay the County the following commission (% of adjusted gross sales as defined below) for each year of the contract period (start date through end of contract as noted, including applicable renewal years) as follows:

<u>Contract/Fiscal Periods</u>	<u>Inmate Sales Commission</u>
Partial Fiscal Year One (contract start date through Sep. 30, 2019)	51%
	%
Full Fiscal Year 2020 (Oct. 1, 2019 through Sep. 30, 2020)	51%
	%
Full Fiscal Year 2021 (Oct. 1, 2020 through Sep. 30, 2021)	51%
	%
Full Fiscal Year 2022 (Oct. 1, 2021 through Sep. 30, 2022)	51%
	%
Full Fiscal Year 2023 and Partial Year Five (Oct. 1, 2022 through end of contract date)	51%
	%

Two (2) Year Renewal Commission Rates:

Year One Renewal (Partial Fiscal Year - Contract Renewal date through Sept. 30, 2023)	51%
	%
Full Fiscal Year and Partial Year Two Renewal 2024 (Oct. 1, 2023 through end of contract date)	51%
	%

Adjusted Gross Sales is defined herein as:

- Total amount of merchandise sold/issued to inmates on behalf of the County
- Minus Applicable Sales Tax
- Minus all "Indigent Items" issued
- Minus Non-Profit Items (stamps, stamped envelopes, etc.)
- Equals Adjusted Gross Sales

ATTACHMENT B – Continued

PD18-19.102

Inmate Commissary and Banking Services for Escambia County Corrections Department

FEE PROPOSAL FORM

FINAL PROPOSAL: GUARANTEED MINIMUM ANNUAL COMMISSION

Only a single fixed Guaranteed Minimum Annual Commission (GMAC) for each Annual Average Daily Population as listed below shall be proposed. Proposals submitting ranges of GMAC will not be accepted and proposal shall be determined non-responsive.

Guaranteed Minimum Period/Annual Commissions payment (for all periods noted in Attachment B) shall be based on the County's non-Work Release annual average daily inmate population as follows:

Annual Average Daily (Inmate) Population (ADP)	Guaranteed Minimum Annual Commission
1,000 - 1,199	\$ <u>\$670,894</u>
1,200 - 1,399	\$ <u>\$792,874</u>
1,400 - 1,599	\$ <u>\$914,855</u>
1,600 - 1,799	\$ <u>\$1,036,836</u>
1,800 - 1,999	\$ <u>\$1,158,816</u>
2,000 – above	\$ <u>\$1,219,807</u>

At the end of each FY, the County will total the actual amount of cumulative commissions paid and determine the appropriate guaranteed minimum annual commission amount for the FY based on the annual Average Daily Population (ADP) for that FY. The cumulative commission paid/due amount for the FY shall be compared to the guaranteed minimum annual commission amount and in cases where the cumulative commissions paid/due amount for the FY is less than the guaranteed minimum annual commission amount, the final invoice for inmate goods shall be reduced by the amount needed to reach the guaranteed minimum annual commission amount.

Note: Partial FY One and Year One Renewal contract periods will be prorated; all other contract periods will be calculated based upon Escambia County Fiscal Year periods (October 1st through September 30th). In any case, where reducing the final invoice does not provide for the guaranteed minimum annual commission amount based on the average inmate population, the County will notify the Contractor of the shortfall in writing and the Contractor shall remit the difference by check to ECCD within 30 days of written notice.

ATTACHMENT B - Continued

PD18-19.102

Inmate Commissary and Banking Services for Escambia County Corrections Department

FINAL PROPOSAL: FEE PROPOSAL FORM

DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT COST	EXTENDED COST
New Commit Kit as defined in Scope of Services, Section 6.A herein	18,000 EACH	\$ <u>\$0.65</u>	\$
Total Estimated Annual Cost of Kits - \$			<u>\$11,700</u>

FINAL PROPOSAL: EFT AND MISCELLANEOUS FEES/CHARGES

The following EFT fees are the only contractually allowed fees that may be charged directly to inmates for any and all additional services outside of the purchase of commissary products. Any additional EFT fees or miscellaneous charges to inmates will not be allowed throughout the life of the contract. **In addition, the EFT fees listed below will be limited to a maximum charge per transaction.**

The following EFT fees for transactions shall be as defined in Scope of Services, Section 3, Sub-Section H, paragraphs 1 through 5:

Proposed fee charge for public debit/credit card deposits\$ **\$3.00**
through the use of a kiosk. The proposed fee cannot exceed \$3.00 per transaction.

Proposed fee charge for public credit card deposits through the\$ **\$4.95**
use of telephone or Internet access. The proposed fee cannot exceed \$4.95 per transaction.

Proposed fee associated with Pre-paid Debit Card/release.....\$ **\$2.50**
transactions. The use of the card is free for the first 72 hours after release. The maximum fee that can be charged is \$3.00/per day thereafter.

FINAL PROPOSAL: SPECIALTY/VALUE ADDED SERVICES

All specialty/value added items and services must be clearly defined and outlined in detail in order to be reviewed as part of the Contractor’s submission.



FINAL Commission Offer

Keefe Staff at Facility and orders pulled at facility **without** Vending Option

Noncommissioned Items

Stamped envelopes / Postage stamps

Phone Time

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by the Jail

How Commissions Are Determined

The commissions will be based on the weekly, adjusted gross commissary sales. Adjusted gross sales are gross sales less postage sales or other noncommissioned sales.

**Commissary and SecurePak Monthly Sales
Less Postage, Phone and any Non-Commissionable Sales
= Adjusted Gross Sales**

51% Commission Offer on Commissary and Vending
51% Commission Offer on Securepak Program

Based on the Commissary and Package sales provided by Escambia County the estimated annual commission revenue back to the county will be **\$1,181,596**

- KCN's Online Banking on all necessary ECCD Workstations – estimated at 25 workstations
- Securepak Friends and Family Package Program
- Interface with SmartJail JMS
- Interface with Global Tel Link
 - Edge Commissary Application installed on GTL Tablets
 - Includes Centralized Phone Order Entry and Direct Debit Inmate Calling
- Access Secure Deposit Program with Kiosk, Web and Phone Deposits
 - Access Corrections Payments by Purpose including Bail/Bond and County Payments
- 2 New Lobby Kiosks – Main Jail (will be moved to New Jail) and Video Visitation Center
- 1 New Intake Kiosk with Credit Card Reader at Main Jail (will be moved to New Jail)
- 4 Edge Inmate Kiosks at County Work Annex
- 4 Debit Card Secure Release Scanners & Debit Cards
- 1 Full-time Commissary Manager and 3 Full-time Commissary Reps
- All necessary workstations, printers and equipment required for Onsite Commissary Staff
- Keefe will provide a van for Keefe Staff to use to transport orders to the Work Release Center and Road Prison
- Optional Direct Debit Vending Program with commission adjustment dependent upon number of inmates with access to Vending

*Postage, stamped envelopes, indigent kits, phone time sales are noncommissioned. Commissions are based on proposed menu and service levels specified as well as information obtained through the RFP process. Significant changes to sales, order methods, facility policy or inmate count can alter commission rates. KCN will negotiate any and all terms of this offering to fit your requirements and needs.

NOTE – There is absolutely NO COST to the county for any of the products or services outlined in this proposal!





BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17304

County Administrator's Report 9. 19.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: Purchase of Two Half-Ton Trucks w/Extended Cab & 4x4 for Solid Waste

From: PAUL NOBLES, Purchasing Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Two, Half-Ton Trucks With Extended Cab and 4x4 for Solid Waste - Pat Johnson, Director, Waste Services and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign a Purchase Order for the purchase of two, 2020 Chevrolet Silverado trucks, to Pete Moore Chevrolet, Inc., in the amount of \$54,148, per the terms and conditions of PD 19-20.005, Two, Half-Ton Trucks w/Extended Cab & 4x4 for Solid Waste.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 56401, Machinery & Equipment]

Specification PD 19-20.005, Two, Half-Ton Trucks w/Extended Cab & 4x4 for Solid Waste, was posted to Vendor Registry on November 22, 2019 and was sent to 44 registrants representing 30 firms. The solicitation was viewed by 20 firms and downloaded by 14.

NON-ADA-COMPLIANT DOCUMENTS ISSUED UNDER SEPARATE COVER:

- Bid from Pete Moore Chevrolet, Inc.
- Recommendation to Award Determination Checklist

BACKGROUND:

Per Solid Waste, these vehicles will be replacing two trucks currently in limited-use at Solid Waste, PN 49520 Tag 200549 & PN 50924 Tag 207793. Due to the condition of the current vehicles, they are limited to on-site travel only which is typically less than one mile per day, and only receive minimal maintenance. These units are in poor condition and are no longer dependable transportation.

Specification PD 19-20.005, Two, Half-Ton Trucks w/ Extended Cab & 4x4 for Solid Waste, was posted to Vendor Registry on November 22, 2019 and was sent to 44 registrants representing 30 firms. The solicitation was viewed by 20 firms and downloaded by 14 firms.

On December 13, 2019, four bids were received and the lowest responsive bidder was an out-of-town firm with a price for each unit of \$27,074, and a total price for two units of \$54,148. Pete Moore Chevrolet, Inc., is being recommended per Section 46-110 - Local Preference in Bidding and has agreed to match the lowest bid.

BUDGETARY IMPACT:

Funding: Fund 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 56401, Machinery & Equipment.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Original Solicitation

Addendum #1

Addendum #2

Price Match Approval from Pete Moore Chevrolet

Bid Distribution List

Bid Analytics

Bid Tab Recommendation to Award

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BID

**TWO 1/2-TON TRUCKS W/ V8, EXTENDED CAB & 4X4
SPECIFICATION NUMBER PD 19-20.005**

BIDS WILL BE RECEIVED UNTIL 2:00 PM CST, December 06, 2019

Office of Purchasing, Room 11.101
Matt Langley Bell, III Building
213 Palafox Place, Pensacola, FL 32502

A Pre-Solicitation Conference will be **NOT** be held.

Board of County Commissioners

Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

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

Assistance:

Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:

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

Notice

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

NOTICE

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

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

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

b) "Local Business" Defined:

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

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

c) Certification:

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

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

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

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

When a qualified and responsive, non-local business submits the lowest price bid amount

between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

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

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

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

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

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

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

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

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

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

f) Waiver of the Application of Local Preference:

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

g) Limitations:

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

h) Penalties:

1. Misrepresentation:

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

2. Failure to Maintain Local Business Preference Qualifications:

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

3. Lack of Good Faith:

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

paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a “competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation.” For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

**ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
TWO 1/2-TON TRUCKS W/ V8, EXTENDED CAB & 4X4
SPECIFICATION PD 19-20.005**

HOW TO SUBMIT YOUR BID:

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

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

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:

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

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

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

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

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

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance

HOW TO SUBMIT A NO BID:

If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

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

**TWO 1/2-TON TRUCKS W/ V8, EXTENDED CAB & 4X4
PD 19-20.005**

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

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Public Records Exemption of Building Plans **	3
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	5
Drug-Free Workplace Form **	9
Information Sheet for Transactions and Conveyances Corporate Identification **	10
List of General Terms and Conditions (Incorporated by Reference)	12
Special Terms and Conditions	16

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

ESCAMBIA COUNTY, FLORIDA

Submit Offers to:

Jeffrey Lovingood
Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4953

Invitation to Bid

**Two 1/2-Ton Trucks w/ V8, Extended Cab
& 4x4**

Solicitation Number PD 19-20.005

Solicitation

MAILING DATE: 11/22/2019

PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will **NOT** be held.

OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CST, December 06, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

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

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer

Vendor Name: _____

Address: _____

City, ST. & Zip: _____

Phone: (____) _____

Toll Free: (____) _____

Fax: (____) _____

(Name and Title of Person Authorized to Sign Offer)

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

*

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

*** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.**

Bid Form

Year, Make, and Model of Vehicle being Bid: _____

Bid for One (1) Unit \$ _____

Total Bid for Two (2) Units \$ _____

Bid Alternate One: Please provide the price for a warranty generally described as "bumper-to-bumper" for up to Five (5) Years or 100,000 Miles \$ _____

Please include warranty details with the bid.

Was contract pricing used? Yes _____ No _____ If yes, please list contracting company and contract number _____

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

CONTRACTOR REQUIREMENTS

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

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate
of Authority Document Number

Occupational License # _____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

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

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

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

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

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

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

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

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

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

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

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

Signature

Sworn to and subscribed before me this _____ day of _____, 20____. Personally known _____

OR produced identification _____ Type of Identification: _____

Notary Public: State of _____

My Commission Expires: _____

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

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

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

Check One:

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

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

Offeror's Signature

Date

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

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

(Please Circle One)

Is this a Florida Corporation:

Yes or No

If not a Florida Corporation:

In what state was it created: _____

Name as spelled in that state: _____

What kind of corporation is it:

"For Profit" or "Not for Profit"

Is it in good standing:

Yes or No

Authorized to transact business in Florida:

Yes or No

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

Does it use a registered fictitious name:

Yes or No

Names of Officers:

President: _____

Secretary: _____

Vice President: _____

Treasurer: _____

Director: _____

Director: _____

Other: _____

Other: _____

Name of Corporation (As Used in Florida)

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

Corporate Address:

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

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

Please complete this form on the following page.

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

Federal Identification Number:

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

Contact Person for Company:

E-Mail: _____

Telephone: _____

Facsimile: _____

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

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

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

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

END

Verified by: _____

Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

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

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

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

Instructions to Offerors

1. General Information

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

Specification Number PD 19-20.005, “Two 1/2-Ton Trucks w/ V8, Extended Cab & 4x4”, Name of Submitting Firm, Time and Date due.

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

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

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

A. Conduct of Participants

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

B. Definitions

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

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

C. Sanctions

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

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

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

2. Vehicle Requirements

This solicitation is for the purchase of Two (2) Pickup Trucks for the Solid Waste Department. The make and model used for purposes of a benchmark is the 2020 Ford F-150 XL Super Cab4x4 (Model X1E).

The base equipment shall include:

- A. All manufacturer standard equipment and specifications.
- B. Air Conditioning
- C. Power Windows
- D. Power Door Locks
- E. Keyless Entry
- F. Limited Slip or Locking Differential
- G. Exterior Color: White
- H. Interior Color: Darkest Cloth Available
- I. Engine: V8 – Flex Fuel Acceptable but Not Required

3. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JD Lovingood@myescambia.com. Last day for questions will be December 4, 2019 at 5:00 p.m. CST.

4. Bid Forms

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

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

5. **Pre-Solicitation Conference**

A Pre-Solicitation Conference will **NOT** be held.

6. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (**this includes inside delivery if requested**) to designated point within Escambia County.

7. **Delivery**

Delivery is requested no later than ninety (90) calendar days after receipt of purchase order or release order. An estimated time of arrival is to be noted on the Bid Form. Any delays beyond ninety (90) calendar days and any change in the estimated time of arrival shall be coordinated with the project manager for this solicitation.

With delivery of the vehicle, the vendor shall provide the County with the Manufacturer's Statement of Origin or Manufacturer's Certificate of Origin, as applicable. Delivery of the vehicle(s) shall not be accepted by the County and payment for the vehicle(s) shall not be made without the original Manufacturer's Statement of Origin or Manufacturer's Certificate of Origin, as applicable.

8. **Payment**

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

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

9. **Information and Descriptive Literature**

Offerors shall furnish all information requested and in the space provided on the Bid form, if any. Furthermore, each Offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

10. **Brand/Manufacturer Referenced**

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. The County respectfully requests that any firm wishing to submit a bid on a make and model other than what is noted above be submitted for review and approval prior to the end of the period for submitting questions, the date and time of which are noted in Section 3 above.

Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

11. Equivalents

Please note the clause "manufacturers' name and approved equivalents" in general conditions on the cover sheet. In addition to the equivalency requirement, Vendors offering equivalent items shall meet the general design and style given for the "as specified" item.

Vendors offering equivalent to the "as specified" item(s) shall submit detailed specifications to the Office of Purchasing for evaluation purposes in their Bid Response. Each particular specification which the equivalent item does or does not meet shall be listed along with detailed specification sheet.

12. Equipment/Service

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded Vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded Vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful Offeror. At the time of solicitation opening, the Offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The Offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

13. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded Vendor prior to acceptance by Escambia County. It will be the responsibility of the awarded Vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

14. Manuals

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual	1 copy	Cost of Additional Copies \$ _____
Parts manual	1 copy	Cost of Additional Copies \$ _____
Repair manual	1 copy	Cost of Additional Copies \$ _____

In addition to the above, the equipment shall be delivered with the following documents as applicable:

- A. Statement of origin
- B. Warranty certifications
- C. Copy of pre-delivery service report
- D. DHSMV-82040, Application for certificate of title/registration.
- E. Sales tax exemption form (if required).
- F. Forward all title work to:
 - Road Department/Fleet Division
 - Attn: James Higdon
 - 601 Highway 297-A
 - Cantonment, Florida 32533
- G. Check for excess mileage (when applicable) - Payable to, Clerk of the Circuit Court.

15. Evaluation of Options

The County shall evaluate offers for award purposes by adding the total price. However, the evaluation of options will not obligate the County to exercise the option(s).

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

Award shall be made on an "all-or-none total" basis.

18. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

19. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Non-Contract Insurance Requirements

20. Standard Insurance Requirements and Certificates

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

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

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

A. County Insurance Required

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

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

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

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

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

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

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

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

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

B. Workers Compensation Coverage

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

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

C. General, Automobile and Excess or Umbrella Liability Coverage

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

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

D. General Liability Coverage - Occurrence Form Required

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

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

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

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

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

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

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

G. Evidence/Certificates of Insurance

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

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

Certificates should contain the following additional information:

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

Escambia County
Attention: Jeffrey Lovingood, Purchasing Coordinator
Office of Purchasing, Room 11.101
213 Palafox Place, 2nd Floor
Pensacola, FL 3259

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

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

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

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

21. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

November 22, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 19-20.005 TWO 1/2-TON TRUCKS W/ V8, EXTENDED CAB & 4X4

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 provides for a clarification regarding the required equipment.

The vehicles require a full-size spare. Please include this specification when submitting your bid.

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

Sincerely,

A handwritten signature in black ink that reads "Jeffrey D. Lovingood". The signature is written in a cursive style.

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

December 6, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 19-20.005 Two 1/2-Ton Trucks w/ V8, Extended Cab & 4x4

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 2 provides for a change in the bid due date due to a change in the Special Terms and Conditions.

The bid due date is being changed from ~~December 6, 2019~~ to December 13, 2019 at 2:00 PM CST. The reason for this change is to remove Special Terms and Conditions Section 21. Indemnification. This section is no longer applicable to this solicitation.

The County will return unopened all bids submitted to the County.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL



**For the best experience, open this PDF portfolio in
Acrobat X or Adobe Reader X, or later.**

[Get Adobe Reader Now!](#)

DateAdded	CompanyName	EmailAddress	Subject	EventType
11/22/2019 12:15	a&e land clearing inc	aelanclearing@aol.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	Alan Jay Fleet Sales	gm.fleet@alanjay.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	ALAN JAY FLEET SALES	scott.wilson@alanjay.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	Alas Leasing	info@alasleasing.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	Automotive Concepts and Heavy Equipmet llc	gilmorejames47@gmail.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:17	Beck Automotive inc	brandysloan@checkbeck.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:17	Beck Automotive inc	paulf@beckfleet.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:16	Bozard Ford & Lincoln	jeaston@bozard.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	open
11/22/2019 12:15	Bozard Ford & Lincoln	windrow11@gmail.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	Capital Volvo Truck and Trailer	billmaxwell@capitalvolvo.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	Capital Volvo Truck and Trailer	cap95@aol.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:16	Custom Truck and Body Works Inc	cody@customtruckandbodyworks.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	DeLand Nissan	howardwilliams@cfl.rr.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:16	DeLand Nissan	kdye@delandnissan.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	Duval Ford	janet.connors@duvalford.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	Duval Ford	laura.torbett@duvalfleet.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	Duval Ford	richard.tackett@duvalford.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	Fleetco	dcarson@fleetco-specialty.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	Fleetco	dcarson@specialty-fleetco.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	Ingram Equipment	stevec@ingramequipment.net	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	Kia Autosport	sprahlad@kiaautosport.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	L. Pugh & Associates Inc	jl Larson@lpugh.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	Landers McLarty DCJR	hsteadley@landersmclartydcj.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	McGee Commercial Tire & Services	pbrown1@mcgeetire.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	McGee Commercial Tire & Services	tthompo@mcgeetire.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	MULLINAX FORD OF OSCEOLA COUNTY	smizrahi@mullinaxford.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	Palmetto Ford Truck Sales Inc.	crodgers@palmettotruck.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:16	Park Built Body Company	sales@parkbuiltbodyco.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	open
11/22/2019 12:15	Pat's Pump & Blower	kfender@patspump.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:16	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	PETE MOORE CHEVROLET	benmyers@petemoore.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	PETE MOORE CHEVROLET	jwilliams@petemoore.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	PETE MOORE CHEVROLET	kstrickland@petemoore.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	PETE MOORE CHEVROLET	lcutter@petemoore.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:16	PRESTIGE FORD	ejore@aol.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	open
11/22/2019 12:15	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:16	Rosenbauer America	msmith@rosenbaueramerica.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	S&N Auto Locators Inc.	snauto locators@comcast.net	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:16	Sandy Sansing	hudsonl@sandysansing.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:15	Sunbelt Fire	kloper@sunbeltfire.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:16	Truck Equipment Sales	larry@truckequipmentsales.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	click
11/22/2019 12:15	WORLD FORD	bwells@worldford.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver
11/22/2019 12:16	WORLD FORD	ksalter@worldford.com	Escambia County - PD 19-20.005 TWO (2) 1/2-TON TRUCKS W/ V8 EXTENDED CAB & 4X4	deliver

Two Half-Ton Trucks with Extended Cab 4x4 for Solid Waste.

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
12/16/2019 6:42	Beck Automotive inc	Brandy	Sloan	brandysloan@checkbeck.com	Viewed	None
12/16/2019 6:43	Beck Automotive inc	Brandy	Sloan	brandysloan@checkbeck.com	Downloaded	None
12/14/2019 9:01	Bozard Ford & Lincoln	Jeff	Easton	jeaston@bozard.com	Viewed	None
12/14/2019 9:01	Bozard Ford & Lincoln	Jeff	Easton	jeaston@bozard.com	Downloaded	None
12/6/2019 16:04	Bryan's Lawn Maintenance Inc	BRYAN	CALDERON	bryanjr@bryanslawnmaintenance.com	Viewed	None
12/2/2019 15:49	Collins land services	William	Collins	collinslandservice@cox.net	Viewed	None
12/10/2019 4:20	Construction Journal	Nancy	Rogers	bids@thecj.com	Viewed	None
12/4/2019 20:53	DeLand Nissan	Howard	Williams	howardwilliams@cfl.rr.com	Viewed	None
12/4/2019 20:53	DeLand Nissan	Howard	Williams	howardwilliams@cfl.rr.com	Downloaded	None
12/3/2019 19:17	DJ'S LAWN SERVICE	Demetrius	Johnson	djls@yahoo.com	Viewed	VOSB (Veteran Owned Small Business)
12/3/2019 19:17	DJ'S LAWN SERVICE	Demetrius	Johnson	djls@yahoo.com	Downloaded	VOSB (Veteran Owned Small Business)
12/16/2019 8:03	Dodge Data & Analytics	Swamy	Kalyan	s.kalyanaraman@construction.com	Viewed	VOSB (Veteran Owned Small Business)
12/14/2019 14:31	Dodge Data & Analytics	Swamy	Kalyan	s.kalyanaraman@construction.com	Downloaded	VOSB (Veteran Owned Small Business)
12/2/2019 8:48	Environmental Specialties International	Ryan	Bunch	rbunch@esiliners.com	Viewed	None
11/24/2019 7:40	Florida Bid Reporting	Kila	Rus	kila@floridabid.com	Viewed	None
12/13/2019 17:11	Landers McLarty DCJR	Henry	Steedley	hsteedley@landersmclartydcj.com	Viewed	None
12/13/2019 17:12	Landers McLarty DCJR	Henry	Steedley	hsteedley@landersmclartydcj.com	Downloaded	None
12/5/2019 2:53	North America Procurement Council Inc. PBC	Eric	Johnson	sourcemanagement@napc.me	Viewed	None
12/5/2019 2:54	North America Procurement Council Inc. PBC	Eric	Johnson	sourcemanagement@napc.me	Downloaded	None
12/9/2019 23:20	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	Minority Owned
11/22/2019 21:38	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Downloaded	Minority Owned
12/13/2019 13:26	onvia	source	management	sourcemanagement2@onvia.com	Viewed	None
12/13/2019 13:33	onvia	source	management	sourcemanagement2@onvia.com	Downloaded	None
12/16/2019 8:04	PETE MOORE CHEVROLET	Ben	Myers	benmyers@petemoore.com	Viewed	None
12/16/2019 8:04	PETE MOORE CHEVROLET	Ben	Myers	benmyers@petemoore.com	Downloaded	None
11/23/2019 19:28	S&N Auto Locators Inc.	Nanci	Kabrin-Wiesbauer	snautolocators@comcast.net	Viewed	WOSB (Woman Owned Small Business)
11/23/2019 19:28	S&N Auto Locators Inc.	Nanci	Kabrin-Wiesbauer	snautolocators@comcast.net	Downloaded	WOSB (Woman Owned Small Business)
11/26/2019 2:28	School Wholesale Supplies LLC	Jp	Das	jpgdas@eii-usa.com	Viewed	None
11/26/2019 2:28	School Wholesale Supplies LLC	Jp	Das	jpgdas@eii-usa.com	Downloaded	None
11/26/2019 8:58	SUTHERLIN NISSAN MALL OF GA	CASS	WARNER	cwarner@sutherlinnissan.com	Viewed	None
11/25/2019 11:56	The Wallace Company	Victor	Wallace	victor@thewallacecompany.com	Viewed	None
11/25/2019 11:57	The Wallace Company	Victor	Wallace	victor@thewallacecompany.com	Downloaded	None
12/2/2019 10:36	Wilson Floor Covering	William	Blum	deke@commercialspecialtyinteriors.com	Viewed	None
12/2/2019 10:36	Wilson Floor Covering	William	Blum	deke@commercialspecialtyinteriors.com	Downloaded	None

Public Notice of Recommended Award											
Bid Tabulation		Solicitation Number: PD 19-20.005 Solicitation Name: Two 1/2-Ton Trucks w/ V8, Extended Cab & 4x4									
Bid Opening Time:	2:00 PM	Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Base Bid Total	Warranty 5-year/100,000 miles (if selected by the department)	Grand Total
Bid Opening Date:	12/13/2019										
Bid Opening Location:	Rm 11.407	Name of Bidder(s)									
Bozard Ford Co.		Y	N/A	Y	Y	N	Y	Y	\$54,148.00	\$3,695.00	\$61,538.00
Pete Moore Chevrolet		Y	N/A	Y	Y	N	Y	Y	\$55,800.00	\$2,765.00	\$61,330.00
Beck Auto - Ram		Y	N/A	Y	Y	N	N/A	Y	\$55,102.00	\$2,625.00	\$60,352.00
Beck Auto - Ford		Y	N/A	Y	Y	N	N/A	Y	\$57,310.00	\$2,940.00	\$63,190.00
Bids Opened By: Jeff Lovingood, Purchasing Coordinator		Date: 12/13/2019			Status:						
Bids Tabulated By: Jeff Lovingood, Purchasing Coordinator		Date: 12/13/2019			RECOMMENDATION TO AWARD						
Bids Witnessed By: James Higdon, Division Manager		Date: 12/13/2019			CAR Date:	Monday, January 13, 2020		BCC Date:	Thursday, January 23, 2020		

Purchasing Manager/Designee recommends to the BOCC:

To award a contract to:

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes:

As a local bidder, Pete Moore Chevrolet, Inc. was within 5% of the lowest bid and was provided the opportunity to match the low bid. As the attached email shows, the firm has accepted the offer and will match the lowest bid. **The Recommendation to Award is for a Purchase Order be awarded to Pete Moore Chevrolet, Inc. for \$54,148.00**

Posted: 1/15/2020 @ 5:00 PM CST

Form Completed By: JDL



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17306

County Administrator's Report 9. 20.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: Award a Purchase Order for Excavator for Waste Services

From: PAUL NOBLES, Purchasing Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Award of a Purchase Order for Excavator for Waste Services Department - Pat Johnson, Waste Services Department Director and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board authorize the County Administrator to sign a Purchase Order to Tractor & Equipment Company for the purchase of a 2020 Komatsu PC138USLC-11 Excavator, in the amount of \$141,900, per the terms, conditions and specifications of PD 19-20.006, Excavator for Solid Waste.

[Funding: Fund 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 56401, Machinery & Equipment]

Specification PD 19-20.006 Excavator for Solid Waste, was posted to Vendor Registry on November 26, 2019 and was sent to 18 registrants representing 16 firms. The solicitation was viewed by 25 firms and downloaded by 17 firms.

NON-ADA-COMPLIANT DOCUMENTS ISSUED UNDER SEPARATE COVER:

- Bid from Tractor & Equipment Company
- Recommendation to Award Determination Checklist

BACKGROUND:

The Board of County Commissioners owns and operates a Gas Collection Control System as required by E.P.A. Title V Air Permitting. The system consists of approximately 100 extraction wells and a network of support piping to provide air, dewatering, and vacuum. This infrastructure is installed into the waste mass which consistently undergoes differential settlement and contains liquids and silts, all of which negatively impact the system on a continual basis. In order to maintain

regulatory compliance, the system requires routine repair/maintenance which involves excavation and handling of the material.

Determination of non-responsiveness based on rollers/idlers -- Because this unit is required to routinely operate on steep slopes and rough terrain, the additional roller/idler design allows for a more stable and durable undercarriage, resulting in less maintenance and longer life.

Determination of non-responsiveness based on fluid pressure for the boom - This unit is required to excavate buried and compacted refuse, including but not limited to large bulky construction, demolition and industrial waste. During the performance of this excavation, the boom undergoes great stress. The higher fluid pressure allows for less maintenance and longer life of the boom assembly.

Specification PD 19-20.006 Excavator for Solid Waste, was posted to Vendor Registry on November 26, 2019, and was sent to 18 registrants representing 16 firms. The solicitation was viewed by 25 firms and downloaded by 17 firms. Five bids were received and Tractor & Equipment Company was deemed the lowest responsive local bidder.

BUDGETARY IMPACT:

Funding: Fund 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 56401, Machinery & Equipment.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Original Solicitation

Addendum #1

Addendum #2
Bid Tabulation
Bid Distribution
Bid Analytics

**ESCAMBIA COUNTY
FLORIDA**

Invitation to Bid

**EXCAVATOR FOR SOLID WASTE
SPECIFICATION NUMBER PD 19-20.006**

BIDS WILL BE RECEIVED UNTIL 2:30 PM CDT, December 6, 2019

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

Board of County Commissioners

Steven Barry, Chairman
Robert Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

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

Assistance:

Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:

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

Notice

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

NOTICE

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

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

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

b) "Local Business" Defined:

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

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

c) Certification:

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

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

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

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

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

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

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

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

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

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

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

If the lowest local bidder does not respond or otherwise submits a written offer that does

not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

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

f) Waiver of the Application of Local Preference:

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

g) Limitations:

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

h) Penalties:

1. Misrepresentation:

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

2. Failure to Maintain Local Business Preference Qualifications:

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

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or

firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a “competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation.” For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

**ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
EXCAVATOR FOR SOLID WASTE
SPECIFICATION PD 19-20.006**

HOW TO SUBMIT YOUR BID:

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

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

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:

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

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

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

HOW TO SUBMIT A NO BID:

If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

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

**EXCAVATOR FOR SOLID WASTE
PD 19-20.006**

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

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

ESCAMBIA COUNTY, FLORIDA

Submit Offers to:

Jeffrey Lovingood
Purchasing Coordinator

Invitation to Bid

Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Pensacola, FL 32591
Phone: 850-595-4953

EXCAVATOR FOR SOLID WASTE
Solicitation Number PD 19-20.006

Solicitation

MAILING DATE: 11/21/2019

PRE-SOLICITATION CONFERENCE: There will be no pre-solicitation conference for this solicitation.

OFFERS WILL BE RECEIVED UNTIL: 2:30 PM CDT, December 6, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

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

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment

Please see Special Terms
and Conditions Section 8.

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer

Vendor Name: _____

Address: _____

City, ST. & Zip: _____

Phone: (____) _____

Toll Free: (____) _____

Fax: (____) _____

(Name of Person Authorized to Sign Offer)

(Title of Person Authorized to Sign Offer)

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

* _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

* *Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.*

Bid Form

Year, Make, and Model of Equipment Being Bid: _____

Base Bid for One 33,000LB Excavator	\$
Cost of Service and Preventative Maintenance through and including the 2,000-Hour Interval	\$
Total Bid Amount	\$

Was Contract Pricing Used? Yes _____ No _____ If yes, Bidder shall list the contract organization and contract number: _____

Bid Alternate 1: Please provide the price for the diagnostic tools and related software. The County may wish to purchase this with the excavator, at a later time, or not at all. \$ _____

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

CONTRACTOR REQUIREMENTS

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

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate
of Authority Document Number

Occupational License # _____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

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

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

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

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

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

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

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

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

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

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

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

Signature

Sworn to and subscribed before me this _____ day of _____, 20____. Personally known _____

OR produced identification _____ Type of Identification: _____

Notary Public: State of _____

My Commission Expires: _____

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

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

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

Check One:

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

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

Offeror's Signature

Date

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

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

(Please Circle One)

Is this a Florida Corporation:

Yes or No

If not a Florida Corporation:

In what state was it created: _____

Name as spelled in that state: _____

What kind of corporation is it:

“For Profit” or “Not for Profit”

Is it in good standing:

Yes or No

Authorized to transact business in Florida:

Yes or No

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

Does it use a registered fictitious name:

Yes or No

Names of Officers:

President: _____

Secretary: _____

Vice President: _____

Treasurer: _____

Director: _____

Director: _____

Other: _____

Other: _____

Name of Corporation (As Used in Florida)

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

Corporate Address:

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

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

Please complete this form on the following page.

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

Federal Identification Number:

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

Contact Person for Company:

E-Mail: _____

Telephone: _____

Facsimile: _____

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

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

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

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

END

Verified by: _____

Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

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

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

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

Instructions to Offerors

1. General Information

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

Specification Number PD 19-20.006, "EXCAVATOR FOR SOLID WASTE", Name of Submitting Firm, Time and Date due.

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

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

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

A. Conduct of Participants

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

B. Definitions

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

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

C. Sanctions

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

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

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

2. Project Narrative

This solicitation is for the purchase of a 33,000LB Excavator. The make and model used for purposes of a benchmark is a new/unused 2020 Komatsu PD 138USLC-11 Hydraulic Excavator. The bid of a non-Komatsu unit is encouraged. Please see Section 10 below for more details regarding the bid of a non-Komatsu unit.

Firms shall include the full cost of all scheduled service and preventative maintenance intervals. This single figure shall represent the cost in today's prices of all parts, labor, and any additional costs associated with the regular service and maintenance of the equipment.

The equipment shall include the items below or approved equivalent:

A. Cab:

1. All-weather, sound suppression type with tinted safety glass windows
2. Pull-up type front window with lock device
3. Removable lower windshield
4. Large ceiling hatch
5. Lockable door
6. Cab-frame mounted intermittent window wiper and washer
7. Floor mat
8. Power outlet
9. AM/FM radio
10. Air conditioning, heater, and defroster
11. Hot/cold storage box
12. Antenna
13. Large LCS high resolution color monitor panel
14. Self-diagnostic system monitoring
15. Rear-view monitoring system

B. Undercarriage

1. 8 track / 2 carrier rollers (each side)
 2. Track monitoring system
- C. Hydraulic Controls – Full hydrostatic with closed center load sensing and engine sensing with variable-speed matching control
- D. Boom Pressure ~5,047 PSI
- E. Track Length on Ground ~ 10 feet 4 inches

3. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JD Lovingood@myescambia.com. Last day for questions will be December 3, 2019 at 5:00 PM CDT.

4. Bid Form

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

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

5. Pre-Solicitation Conference

A Pre-Solicitation Conference will **NOT** be held.

6. F.O.B. Point

The F.O.B. shall be 601 Highway 297-A, Cantonment, FL, 32533, Attention James Higdon (850-937-2123). Offers showing other than F.O.B. destination will not be accepted. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County.

7. Delivery

Delivery is requested no later than One Hundred Twenty (120) calendar days after receipt of purchase order or release order. An estimated time of arrival is to be noted on the Bid Form. Any delays beyond One Hundred Twenty (120) calendar days and any change in the estimated time of arrival shall be coordinated with the project manager for this solicitation.

With delivery of the vehicle, the vendor shall provide the County with the Manufacturer's Statement of Origin or Manufacturer's Certificate of Origin, as applicable. Delivery of the vehicle(s) shall not be accepted by the County and payment for the vehicle(s) shall not be made without the original Manufacturer's Statement of Origin or Manufacturer's Certificate of Origin, as applicable.

8. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting

documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Road Department/Fleet Division
ATTN: James Higdon
601 Hwy 297A
Cantonment, Florida 32533

9. Information and Descriptive Literature

Offerors shall furnish all information requested and in the space provided on the Bid form, if any. Furthermore, each Offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

10. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance will also be considered. The County respectfully requests that any firm wishing to submit a bid on a make and model other than what is noted in Section 2 above submit vehicle make, model, and description for review and approval prior to the end of the period for submitting questions, the date and time of which are noted in Section 3 above. No pricing shall be submitted with the request for approval of a particular make/model.

Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

11. Equivalents

Please note the clause "manufacturer's name and approved equivalents" in general conditions on the cover sheet. In addition to the equivalency requirement, Vendors offering equivalent items shall meet the general design and style given for the "as specified" item.

Vendors offering equivalent to the "as specified" item(s) shall submit detailed specifications to the Office of Purchasing for evaluation purposes in their Bid Response. Each particular specification which the equivalent item does meet shall be listed along with detailed specification sheet.

12. Equipment/Service

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded Vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded Vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful Offeror. At the time of solicitation opening, the Offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or

representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The Offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Offeror shall indicate the nearest available location for replacement parts, how long parts will be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the Bid form.

13. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded Vendor prior to acceptance by Escambia County. Space will be provided by the County for on-site assembly by the awarded Vendor. It will be the responsibility of the awarded Vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

14. Manuals

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual	2 copies
Parts manual	2 copies
Repair manual	2 copies

In addition to the above, the equipment shall be delivered with the following documents as applicable:

- A. Statement of origin
- B. Warranty certifications
- C. Copy of pre-delivery service report
- D. Application for certificate of title/registration
- E. Sales tax exemption form (if required).
- F. Forward all invoices to:

Road Department/Fleet Division
ATTN: James Higdon
601 Hwy 297A
Cantonment, Florida 32533

15. Evaluation of Options

The County shall evaluate offers for award purposes by the total price. However, the

evaluation of options will not obligate the County to exercise the option(s).

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

Award shall be made on an "all-or-none total" basis.

18. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

19. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Non-Contract Insurance Requirements

20. Standard Insurance Requirements and Certificates

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

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

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

A. County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of

the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

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

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

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

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

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

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

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

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

B. Workers Compensation Coverage

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

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

C. General, Automobile and Excess or Umbrella Liability Coverage

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

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

D. General Liability Coverage - Occurrence Form Required

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

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

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

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

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

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

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

G. Evidence/Certificates of Insurance

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

insurance coverage(s) indicated on each certificate of insurance.

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

Certificates should contain the following additional information:

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

Escambia County
Attention: Jeffrey Lovingood, Purchasing Coordinator
Office of Purchasing, Room 11.101
213 Palafox Place, 2nd Floor
Pensacola, FL 3259

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

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

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

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

21. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor

shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

November 27, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 19-20.006 Excavator for Solid Waste

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 provides for a clarification regarding the required equipment.

Please note that "Bid Alternate 1" has been added to the Bid Form. Bidders shall provide the cost of diagnostic tools and any other items such as software to operate the diagnostic tools. This item(s) may be purchased with the equipment, at a later time, or not at all.

Bids submitted that utilize any Bid Form other than the attached document shall be deemed non-responsive.

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

Sincerely,

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

ESCAMBIA COUNTY, FLORIDA

Submit Offers to:

Jeffrey Lovingood
Purchasing Coordinator

Invitation to Bid

Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Pensacola, FL 32591
Phone: 850-595-4953

EXCAVATOR FOR SOLID WASTE
Solicitation Number PD 19-20.006

Solicitation

MAILING DATE: 11/21/2019

PRE-SOLICITATION CONFERENCE: There will be no pre-solicitation conference for this solicitation.

OFFERS WILL BE RECEIVED UNTIL: 2:30 PM CDT, December 6, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

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

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment

Please see Special Terms
and Conditions Section 8.

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (____) _____
Toll Free: (____) _____
Fax: (____) _____

(Name of Person Authorized to Sign Offer)

(Title of Person Authorized to Sign Offer)

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

* _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

* *Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.*

Bid Form

Year, Make, and Model of Equipment Being Bid: _____

Base Bid for One 33,000LB Excavator	\$
Cost of Service and Preventative Maintenance through and including the 2,000-Hour Interval	\$
Total Bid Amount	\$

Was Contract Pricing Used? Yes _____ No _____ If yes, Bidder shall list the contract organization and contract number: _____

Bid Alternate 1: Please provide the price for the diagnostic tools and related software. The County may wish to purchase this with the excavator, at a later time, or not at all. \$ _____



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

December 6, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 19-20.006 Excavator for Solid Waste

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 2 provides for a change in the bid due date due to a change in the Special Terms and Conditions.

The bid due date is being changed from ~~December 6, 2019~~ to December 13, 2019 at 2:30 PM CST. The reason for this change is to remove Special Terms and Conditions Section 21. Indemnification. This section is no longer applicable to this solicitation.

The County will return unopened all bids submitted to the County.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Public Notice of Recommended Award											
Bid Tabulation		Solicitation Number: PD 19-20.006 Solicitation Name: Excavator 33,000LB for Solid Waste									
Bid Opening Time: 2:30 PM		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Base Bid Total	Cost of Preventative Maintenance through the 2,000-hour Service Interval	Grand Total
Bid Opening Date: 12/13/2019											
Bid Opening Location: Rm 11.407											
Name of Bidder(s)											
Beard Equipment		Y	N/A	Y	Y	N	Y	Y	\$139,993.94	\$5,918.91	\$145,912.85
Beard Equipment		Y	N/A	Y	Y	N	Y	Y	\$124,964.66	\$5,077.26	\$130,041.92
Tractor & Equipment Company		Y	N/A	Y	Y	N	N/A	Y	\$141,900.00	\$0.00	\$141,900.00
Coastal Machinery Co.		Y	N/A	Y	Y	N	N/A	Y	\$122,735.00	\$5,000.00	\$127,735.00
Thompson Tractor Company		Y	N/A	Y	Y	N	N/A	Y	\$134,305.00	\$6,000.00	\$140,305.00
Bids Opened By: Jeff Lovingood, Purchasing Coordinator		Date: 12/13/2019		Status:							
Bids Tabulated By: Jeff Lovingood, Purchasing Coordinator		Date: 12/13/2019		RECOMMENDATION TO AWARD							
Bids Witnessed By: James Higdon, Division Manager		Date: 12/13/2019		CAR Date:	1/13/2020	BCC Date:	1/23/2020				

Purchasing Manager/Designee recommends to the BOCC: To award a contract to: Tractor & Equipment Company

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes:

Tractor & Equipment Company was the sole firm to meet all specifications - specifically the requirements for eight bottom rollers and two top idlers, as well as the specification related to the boom pressure of "~5,047."

Posted: 12/13/2019 4:30 PM CST

Form Completed By: JDL

Bid Distribution List

PD 19-20.006 Excavator for Solid Waste

DateAdded	CompanyName	EmailAddress	Subject	EventType
11/26/2019 12:43	a&e land clearing inc	aelanclearing@aol.com	Escambia County - PD 19-20.006 Excavator for Solid Waste	deliver
11/26/2019 12:43	Alegna Technologies Inc	ACabrera@AlegnaTechnologies.com	Escambia County - PD 19-20.006 Excavator for Solid Waste	deliver
11/26/2019 12:43	Beard Equipment Co	jecker@beardequipment.com	Escambia County - PD 19-20.006 Excavator for Solid Waste	deliver
11/26/2019 12:43	Case	rusty.miles@1sourcecellc.com	Escambia County - PD 19-20.006 Excavator for Solid Waste	deliver
11/26/2019 12:43	CLARK EQUIPMENT COMPANY DbA: BOBCAT COMPANY	jesse.rheault@doosan.com	Escambia County - PD 19-20.006 Excavator for Solid Waste	deliver
11/26/2019 12:43	Coastal Machinery Co.	chris@coastalmachinery.com	Escambia County - PD 19-20.006 Excavator for Solid Waste	deliver
11/26/2019 12:43	Coastal Machinery Co.	tim@coastalmachinery.com	Escambia County - PD 19-20.006 Excavator for Solid Waste	deliver
11/26/2019 12:43	Cowin & Company	contact@cowin.com	Escambia County - PD 19-20.006 Excavator for Solid Waste	deliver
11/26/2019 12:43	Heavy Machines Inc.	jpowell@heavymachinesinc.com	Escambia County - PD 19-20.006 Excavator for Solid Waste	deliver
11/26/2019 12:43	Heavy Machines Inc.	jwinters@heavymachinesinc.com	Escambia County - PD 19-20.006 Excavator for Solid Waste	deliver
11/26/2019 12:43	Industrial Hydraulic Services	contact@indhydraulics.com	Escambia County - PD 19-20.006 Excavator for Solid Waste	deliver
11/26/2019 12:43	maintenance supply specialist inc	laura@mss4u.com	Escambia County - PD 19-20.006 Excavator for Solid Waste	deliver
11/26/2019 12:43	May Heavy Equip	rambrose@mayequip.com	Escambia County - PD 19-20.006 Excavator for Solid Waste	deliver
11/26/2019 12:43	MAY Heavy Equipment LLC	swoody@mayequip.com	Escambia County - PD 19-20.006 Excavator for Solid Waste	deliver
11/26/2019 12:43	Smith Tractor Co.Inc.	rwalther@smithtractorco.com	Escambia County - PD 19-20.006 Excavator for Solid Waste	deliver
11/26/2019 12:43	Thompson Tractor Company	ruckerbrown@thompsontractor.com	Escambia County - PD 19-20.006 Excavator for Solid Waste	deliver
11/26/2019 12:43	TRACTOR AND EQUIPMENT CO.	lcook1@tec1943.com	Escambia County - PD 19-20.006 Excavator for Solid Waste	deliver
11/26/2019 12:43	Vermeer Southeast	krisolin@vermeersoutheast.com	Escambia County - PD 19-20.006 Excavator for Solid Waste	deliver

18 Registrants representing 16 Firms

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
12/22/2019 17:12	Bear Equipment Company	Chad	Cole	ccole@beardequipment.com	Viewed	None
12/22/2019 17:12	Bear Equipment Company	Chad	Cole	ccole@beardequipment.com	Downloaded	None
12/11/2019 16:23	Bryan's Lawn Maintenance Inc	BRYAN	CALDERON	bryanjr@bryanslawnmaintenance.com	Viewed	None
11/27/2019 17:47	CHIN	Chin	Marimat	eden.godinez1@gmail.com	Viewed	None
12/6/2019 13:48	Coastal Machinery Co.	Chris	Dixon	chris@coastalmachinery.com	Viewed	None
12/6/2019 14:19	Coastal Machinery Co.	Chris	Dixon	chris@coastalmachinery.com	Downloaded	None
12/13/2019 16:28	Coastal Machinery Company	Chris	Dixon	cdixon@coastalmachinery.com	Viewed	None
12/13/2019 16:28	Coastal Machinery Company	Chris	Dixon	cdixon@coastalmachinery.com	Downloaded	None
12/10/2019 0:57	ConstructConnect	Kristy	Osborn	kristy.osborn@constructconnect.com	Viewed	None
12/10/2019 0:58	ConstructConnect	Kristy	Osborn	kristy.osborn@constructconnect.com	Downloaded	None
11/26/2019 22:17	Construction Bid Source	Chin	Marimat	chin@constructionbidsource.com	Viewed	None
12/16/2019 11:29	Construction Journal	Nancy	Rogers	bids@thecj.com	Viewed	None
12/16/2019 11:29	Construction Journal	Nancy	Rogers	bids@thecj.com	Downloaded	None
12/2/2019 13:10	Cowin Equipment Company	John	Edwards	jedwards@cowin.com	Viewed	None
12/2/2019 13:11	Cowin Equipment Company	John	Edwards	jedwards@cowin.com	Downloaded	None
11/28/2019 3:24	Dodge Data & Analytics	Elaine	Wilson	elaine.wilson@construction.com	Viewed	None
12/16/2019 16:35	Dodge Data & Analytics	Swamy	Kalyan	s.kalyanaraman@construction.com	Downloaded	VOSB (Veteran Owned Small Business)
11/26/2019 18:11	Envirobidnet.com an Entram Corp.	Cathleen	Cavanagh	catcav12@outlook.com	Viewed	None
12/9/2019 1:08	Florida Bid Reporting	Kila	Rus	kila@floridabid.com	Viewed	None
12/17/2019 9:31	Heavy Machines Inc.	Joey	Powell	jpowell@heavymachinesinc.com	Viewed	None
12/17/2019 9:31	Heavy Machines Inc.	Joey	Powell	jpowell@heavymachinesinc.com	Downloaded	None
11/27/2019 11:48	JRM construction group inc.	Ralph	Aldridge	eddie.aldridge@jrmconstructiongroup.com	Viewed	Minority Owned
11/27/2019 11:48	JRM construction group inc.	Ralph	Aldridge	eddie.aldridge@jrmconstructiongroup.com	Downloaded	Minority Owned
12/6/2019 14:26	kingline equipment	Adam	Estes	adam@kinglineequipment.com	Viewed	None
12/1/2019 11:45	MAY Heavy Equipment LLC	Richie	Ambrose	rambrose@mayequip.com	Viewed	None
12/1/2019 11:45	MAY Heavy Equipment LLC	Richie	Ambrose	rambrose@mayequip.com	Downloaded	None
12/5/2019 2:54	North America Procurement Council Inc. PBC	Eric	Johnson	sourcemanagement@napc.me	Viewed	None
12/5/2019 2:55	North America Procurement Council Inc. PBC	Eric	Johnson	sourcemanagement@napc.me	Downloaded	None
12/6/2019 12:58	OER Services LLC	Ryan	Bedingfield	rbedingfield@oer4usa.com	Viewed	WOSB (Woman Owned Small Business)
12/16/2019 20:00	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	Minority Owned
11/26/2019 23:45	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Downloaded	Minority Owned
12/13/2019 13:26	onvia	source	management	sourcemanagement2@onvia.com	Viewed	None
12/6/2019 18:04	onvia	source	management	sourcemanagement2@onvia.com	Downloaded	None
12/3/2019 15:27	Perdue Lawn Services Inc.	Steve	Perdue	perdue.steve@yahoo.com	Viewed	None
12/12/2019 9:46	The Lilly Company	Jon	Freeman	jfreeman@lillyco.com	Viewed	None
12/12/2019 9:47	The Lilly Company	Jon	Freeman	jfreeman@lillyco.com	Downloaded	None
12/16/2019 8:54	Thompson Tractor Company	Rucker	Brown	ruckerbrown@thompsontractor.com	Viewed	None
12/16/2019 8:54	Thompson Tractor Company	Rucker	Brown	ruckerbrown@thompsontractor.com	Downloaded	None
12/30/2019 14:10	TRACTOR AND EQUIPMENT CO.	LARRY	COOK	lcook1@tec1943.com	Viewed	None
12/30/2019 14:11	TRACTOR AND EQUIPMENT CO.	LARRY	COOK	lcook1@tec1943.com	Downloaded	None
12/8/2019 13:12	TREKKER TRACTOR LLC	Matthew	Price	Matthew.price@trekkergroup.com	Viewed	None
12/8/2019 13:14	TREKKER TRACTOR LLC	Matthew	Price	Matthew.price@trekkergroup.com	Downloaded	None



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17307

County Administrator's Report 9. 21.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: Purchase of Two Trucks for Site Inspections

From: PAUL NOBLES, Purchasing Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Award of a Purchase Order for Two Trucks - Horace Jones, Director, Development Services and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board authorize the County Administrator to sign a Purchase Order for the purchase of two, 2020 Ford F-150 Regular Cab 4x4 trucks (Model F1E), to FL Auto, LLC d/b/a Beck Ford Lincoln, in the amount of \$49,832, per the terms and conditions of PD 19-20.007, Two Trucks for Site Inspections.

[Funding: Fund 116, Development Review Fund; Cost Center 240302, Planning Development Rev; Object Code 56401, Machinery & Equipment]

Specification PD 19-20.007, Two Trucks for Site Inspections, was posted to Vendor Registry on November 25, 2019, and was issued to 45 registrants representing 30 firms. The solicitation was viewed by 17 firms and downloaded by 12 firms.

NON-ADA-COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Bid from FL Auto, LLC d/b/a Beck Ford Lincoln
- Recommendation to Award Determination Checklist

BACKGROUND:

The Development Services Department is in need of replacing two of its fleet vehicles for the Site Inspections division. The vehicles being replaced are County Tag # 54079, a 2005 Ford F-150 with over 222,000 miles, and County Tag # 55496, a 2007 Ford F-150 Super Cab 4x4 with over 208,000 miles. Combined, these vehicles are in need of repairs which would cost the County in excess of \$20,000.

Specification PD 19-20.007, Two Trucks for Site Inspections, was posted to Vendor Registry on November 25, 2019, and was issued to 45 registrants representing 30 firms. The solicitation was viewed by 17 firms and downloaded by 12 firms. Three bids were received and FL Auto, LLC d/b/a Beck Ford Lincoln was deemed the lowest responsive bidder with a price of \$24,916 per unit, for a total price for two units of \$49,832.

BUDGETARY IMPACT:

Funding: Fund 116, Development Review Fund; Cost Center 240302, Planning Development Rev; Object Code 56401, Machinery & Equipment.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation with Addenda

Bid Tab Under Review

Bid Distribution List

Bid Analytics

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BID

**TWO TRUCKS FOR SITE INSPECTIONS
SPECIFICATION NUMBER PD 19-20.007**

BIDS WILL BE RECEIVED UNTIL 1:30 PM CST, December 06, 2019

Office of Purchasing, Room 11.101
Matt Langley Bell, III Building
213 Palafox Place, Pensacola, FL 32502

A Pre-Solicitation Conference will be **NOT** be held.

Board of County Commissioners

Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

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

Assistance:

Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:

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

Notice

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

NOTICE

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

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

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

b) "Local Business" Defined:

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

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

c) Certification:

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

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

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

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

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

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

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

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

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

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

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

If the lowest local bidder does not respond or otherwise submits a written offer that does

not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

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

f) Waiver of the Application of Local Preference:

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

g) Limitations:

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

h) Penalties:

1. Misrepresentation:

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

2. Failure to Maintain Local Business Preference Qualifications:

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

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or

firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a “competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation.” For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

**ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
TWO TRUCKS FOR SITE INSPECTIONS
SPECIFICATION PD 19-20.007**

HOW TO SUBMIT YOUR BID:

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

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

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:

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

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

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

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:

If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

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

**TWO TRUCKS FOR SITE INSPECTIONS
PD 19-20.007**

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

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Drug-Free Workplace Form **	5
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List of General Terms and Conditions (Incorporated by Reference)	8
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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

ESCAMBIA COUNTY, FLORIDA

Submit Offers to:

Jeffrey Lovingood
Purchasing Coordinator

Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4953

Invitation to Bid

Two Trucks for Site Inspections

Solicitation Number PD 19-20.007

Solicitation

MAILING DATE: 11/25/2019

PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will **NOT** be held.

OFFERS WILL BE RECEIVED UNTIL: 1:30 PM CST, December 06, 2019, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

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

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment
Please see Special Terms
and Conditions Section 8

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer

Vendor Name: _____

Address: _____

City, ST. & Zip: _____

Phone: (____) _____

Toll Free: (____) _____

Fax: (____) _____

(Name and Title of Person Authorized to Sign Offer)

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

*

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

* **Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.**

Bid Form

Year, Make, and Model of Vehicle being Bid: _____

Bid for One (1) Unit \$ _____

Total Bid for Two (2) Units \$ _____

Bid Alternate One: Please provide the price for a warranty generally described as "bumper-to-bumper" for up to Five (5) Years or 100,000 Miles \$ _____
(Please include warranty details with the Bid)

Was Contract Pricing used? Yes _____ No _____ If yes, Bidder shall list contract organization and contract number _____

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

CONTRACTOR REQUIREMENTS

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

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate
of Authority Document Number

Occupational License # _____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

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

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

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

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

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

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

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

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

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

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

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

Signature

Sworn to and subscribed before me this _____ day of _____, 20____. Personally known _____

OR produced identification _____ Type of Identification: _____

Notary Public: State of _____

My Commission Expires: _____

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

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

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

Check One:

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

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

Offeror's Signature

Date

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

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

(Please Circle One)

Is this a Florida Corporation:

Yes or No

If not a Florida Corporation:

In what state was it created: _____

Name as spelled in that state: _____

What kind of corporation is it:

"For Profit" or "Not for Profit"

Is it in good standing:

Yes or No

Authorized to transact business in Florida:

Yes or No

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

Does it use a registered fictitious name:

Yes or No

Names of Officers:

President:

Secretary:

Vice President:

Treasurer:

Director:

Director:

Other:

Other:

Name of Corporation (As Used in Florida)

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

Corporate Address:

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

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

Please complete this form on the following page.

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

Federal Identification Number:

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

Contact Person for Company:

E-Mail: _____

Telephone: _____

Facsimile: _____

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

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

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

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

END

Verified by: _____

Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

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

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

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

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

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

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

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

SPECIAL TERMS AND CONDITIONS

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

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

Instructions to Offerors

1. General Information

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

Specification Number PD 19-20.007, "Two Trucks for Site Inspections", Name of Submitting Firm, Time and Date due.

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

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

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

A. Conduct of Participants

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

B. Definitions

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

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

C. Sanctions

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

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

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

2. Vehicle Requirements

This solicitation is for the purchase of Two (2) Pickup Trucks for the Development Services Department. The make and model used for purposes of a benchmark is a new/unused 2020 Ford F-150 XL Standard Cab with Standard Bed (Model F1E). The bid of non-Ford equipment is encouraged. Please see Section 10 below for more details regarding the bid of non-Ford equipment.

The base equipment shall include:

- A. Automatic Transmission
- B. Air Conditioning
- C. Power Steering
- D. Manual Door Locks and Windows (unless standard through a cooperative purchasing agreement).
- E. Anti-Lock Disc Brakes
- F. Skid-Plate
- G. Standard AM/FM Radio
- H. Back-up Camera
- I. Tubular Step Bars/Rail
- J. Full-Size Spare Tire
- K. Exterior Color: White
- L. Interior Color: Darkest Cloth Available
- M. Engine: V6 (Ford comparison is the 3.5L EcoBoost. Twin turbo is not acceptable.)
- N. Toolbox: Aluminum Cross-bed Storage with Lock (Compare to Ford factory option by Weather Guard.)

3. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JD Lovingood@myescambia.com. Last day for questions will be December 3, 2019 at 5:00 p.m. CST.

4. Bid Forms

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

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

5. Pre-Solicitation Conference

A Pre-Solicitation Conference will **NOT** be held.

6. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (**this includes inside delivery if requested**) to designated point within Escambia County.

7. Delivery

Delivery is requested no later than ninety (90) calendar days after receipt of purchase order or release order. An estimated time of arrival is to be noted on the Bid Form. Any delays beyond ninety (90) calendar days and any change in the estimated time of arrival shall be coordinated with the project manager for this solicitation.

With delivery of the vehicle, the vendor shall provide the County with the Manufacturer's Statement of Origin or Manufacturer's Certificate of Origin, as applicable. Delivery of the vehicle(s) shall not be accepted by the County and payment for the vehicle(s) shall not be made without the original Manufacturer's Statement of Origin or Manufacturer's Certificate of Origin, as applicable.

8. Payment

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

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

9. Information and Descriptive Literature

Offerors shall furnish all information requested and in the space provided on the Bid form, if any. Furthermore, each Offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

10. Brand/Manufacturer Referenced

Reference manufacturer indicated. Products similar in design and equal in function and performance will also be considered. The County respectfully requests that any firm wishing to submit a bid on a make and model other than what is noted in Section 2 above submit vehicle make, model, and description for review and approval prior to the end of the period for submitting questions, the date and time of which are noted in Section 3 above. No pricing shall be submitted with the request for approval of a particular make/model.

Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

11. Equivalents

Please note the clause "manufacturers' name and approved equivalents" in general conditions on the cover sheet. In addition to the equivalency requirement, Vendors offering equivalent items shall meet the general design and style given for the "as specified" item.

Vendors offering equivalent to the "as specified" item(s) shall submit detailed specifications to the Office of Purchasing for evaluation purposes in their Bid Response. Each particular specification which the equivalent item does meet shall be listed along with detailed specification sheet.

12. Equipment/Service

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded Vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded Vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful Offeror. At the time of solicitation opening, the Offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The Offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

13. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded Vendor prior to acceptance by Escambia County. It will be the responsibility of the awarded Vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

14. Manuals

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual 1 copy	Cost of Additional Copies \$ _____
Parts manual 1 copy	Cost of Additional Copies \$ _____
Repair manual 1 copy	Cost of Additional Copies \$ _____

In addition to the above, the equipment shall be delivered with the following documents as applicable:

- A. Statement of origin
- B. Warranty certifications
- C. Copy of pre-delivery service report
- D. DHSMV-82040, Application for certificate of title/registration.
- E. Sales tax exemption form (if required).
- F. Forward all title work to:

Road Department/Fleet Division
Attn: James Higdon
601 Highway 297-A
Cantonment, Florida 32533

- G. Check for excess mileage (when applicable) - Payable to, Clerk of the Circuit Court.

15. Evaluation of Options

The County shall evaluate offers for award purposes by adding the total price. However, the evaluation of options will not obligate the County to exercise the option(s).

16. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the Offeror may withdraw his offer or provide a written extension of his offer.

17. Award

Award shall be made on an "all-or-none total" basis.

18. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven

(7) days written notice,

during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

19. As Specified

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Non-Contract Insurance Requirements

20. Standard Insurance Requirements and Certificates

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

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

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

A. County Insurance Required

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

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

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

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

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

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

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

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

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

B. Workers Compensation Coverage

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

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

C. General, Automobile and Excess or Umbrella Liability Coverage

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

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

D. General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property

damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

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

E. Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

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

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

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

G. Evidence/Certificates of Insurance

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

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

Certificates should contain the following additional information:

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

Escambia County
Attention: Jeffrey Lovingood, Purchasing Coordinator
Office of Purchasing, Room 11.101
213 Palafox Place, 2nd Floor
Pensacola, FL 32502

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

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

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

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

21. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

November 27, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 19-20.007 Two (2) Trucks for Site Inspections

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 provides for a clarification regarding the required equipment.

The vehicles do not require a cross-bed toolbox. Please do not include this specification when submitting your bid.

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

Sincerely,

A handwritten signature in cursive script that reads "Jeffrey D. Lovingood".

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

December 6, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 19-20.007 Two Trucks for Site Inspections

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 2 provides for a change in the bid due date due to a change in the Special Terms and Conditions.

The bid due date is being changed from ~~December 6, 2019~~ to December 13, 2019 at 3:00 PM CST. The reason for this change is to remove Special Terms and Conditions Section 21. Indemnification. This section is no longer applicable to this solicitation.

The County will return unopened all bids submitted to the County.

Additionally, it should be noted that the Ford model F1E mentioned in the Special Terms and Conditions Section 2, is a 4x4 vehicle.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey D. Lovingood".

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Public Notice of Recommended Award											
Bid Tabulation		Solicitation Number: PD 19-20.007 Solicitation Name: Two Trucks for Site Inspections									
Bid Opening Time: 3:00 PM		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Base Bid Total	Cost of a warranty generally described as "bumper-to-bumper" for up to 5 Years or 100,000 miles	Grand Total (Vehicle Only)
Bid Opening Date: 12/13/2019											
Bid Opening Location: Rm 11.407											
Name of Bidder(s)											
Beck Auto Sales - 2020 Dodge Ram 1500		Y	N/A	Y	Y	Y	Y	Y	\$24,707.00	\$1,987.00	\$49,414.00
Beck Ford - 2020 Ford F-150		Y	N/A	Y	Y	Y	Y	Y	\$24,916.00	\$2,164.00	\$49,832.00
Bozard Ford Co - 2020 Ford F-150		Y	N/A	Y	Y	Y	Y	Y	\$25,329.00	\$3,570.00	\$50,658.00
Bids Opened By: Jeff Lovingood, Purchasing Coordinator		Date: 12/13/2019		Status:							
Bids Tabulated By: Jeff Lovingood, Purchasing Coordinator		Date: 12/13/2019		UNDER REVIEW							
Bids Witnessed By: James Higdon, Division Manager, Fleet		Date: 12/13/2019		CAR Date:		BCC Date:					

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:**

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Notes:

All received bids will be evaluated, however, future bid responses should only include a single unit for consideration. Future solicitations with more than one model submitted for consideration will result in the firm's entire bid(s) being deemed non-responsive.

Posted: **12/16/2019 @ 10:30 AM CST**

Form Completed By: **JDL**

DateAdded	CompanyName	EmailAddress	Subject	EventType
11/25/2019 12:40	a&e land clearing inc	aelanclearing@aol.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	Alan Jay Fleet Sales	gm.fleet@alanjay.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	ALAN JAY FLEET SALES	scott.wilson@alanjay.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	Alas Leasing	info@alasley.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	Automotive Concepts and Heavy Equipmet llc	gilmorejames47@gmail.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:41	Beck Automotive inc	brandysloan@checkbeck.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:41	Beck Automotive inc	paulf@beckfleet.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	Bozard Ford & Lincoln	jeaston@bozard.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	Bozard Ford & Lincoln	windrow11@gmail.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	Capital Volvo Truck and Trailer	billmaxwell@capitalvolvo.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	Capital Volvo Truck and Trailer	cap95@aol.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:41	coggin auto	rhoening@cogginauto.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	open
11/25/2019 12:40	Custom Truck and Body Works Inc	cody@customtruckandbodyworks.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	deland nissan	howardwilliams@cfl.rr.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	deland nissan	kdye@delandnissan.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	duval ford	janet.connors@duvalford.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	duval ford	laura.torbett@duvalfleet.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	duval ford	richard.tackett@duvalford.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	Fleetco	dcarson@fleetco-specialty.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	Fleetco	dcarson@specialty-fleetco.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	Garber	rdavis@garberautomall.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	Ingram Equipment	stevec@ingramequipment.net	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	L. Pugh & Associates Inc	jlanson@lpugh.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	Landers McLarty DCJR	hstedley@landersmclartydcj.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	McGee Commercial Tire & Services	pbrown1@mcgeetire.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	McGee Commercial Tire & Services	tthompso@mcgeetire.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	MULLINAX FORD OF OSCEOLA COUNTY	smizrahi@mullinaxford.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	Palmetto Ford Truck Sales Inc.	crodders@palmettotruck.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	Park Built Body Company	sales@parkbuiltbodyco.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	Pat's Pump & Blower	kfender@patspump.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	PETE MOORE CHEVROLET	benmyers@petemoore.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	PETE MOORE CHEVROLET	jwilliams@petemoore.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	PETE MOORE CHEVROLET	kstrickland@petemoore.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	PETE MOORE CHEVROLET	lcutter@petemoore.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	PRESTIGE FORD	ejore@aol.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:41	Rosenbauer America	msmith@rosenbaueramerica.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	S&N Auto Locators Inc.	snaulocators@comcast.net	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	sandy sansing	hudsonl@sandysansing.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	Sunbelt Fire	kloper@sunbeltfire.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	Truck Equipment Sales	larry@truckequipmentsales.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver

DateAdded	CompanyName	EmailAddress	Subject	EventType
11/25/2019 12:40	WORLD FORD	bwells@worldford.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver
11/25/2019 12:40	WORLD FORD	ksalter@worldford.com	Escambia County - PD 19-20.007 Two (2) New Trucks for Site Inspections	deliver

45 Registrants representing 30 Firms

Two Trucks for Site Inspections

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
12/16/2019 10:18	ALAN JAY FLEET SALES	Scott	Wilson	scott.wilson@alanjay.com	Viewed	None
12/16/2019 10:15	Beck Automotive inc	Brandy	Sloan	brandysloan@checkbeck.com	Viewed	None
12/16/2019 10:16	Beck Automotive inc	Brandy	Sloan	brandysloan@checkbeck.com	Downloaded	None
11/25/2019 16:27	Bozard Ford & Lincoln	Jeff	Easton	jeaston@bozard.com	Viewed	None
11/25/2019 16:27	Bozard Ford & Lincoln	Jeff	Easton	jeaston@bozard.com	Downloaded	None
12/6/2019 16:06	Bryan's Lawn Maintenance Inc	BRYAN	CALDERON	bryanjr@bryanslawnmaintenance.com	Viewed	None
12/10/2019 4:20	Construction Journal	Nancy	Rogers	bids@thecj.com	Viewed	None
12/6/2019 21:57	DeLand Nissan	Howard	Williams	howardwilliams@cfl.rr.com	Viewed	None
12/6/2019 21:57	DeLand Nissan	Howard	Williams	howardwilliams@cfl.rr.com	Downloaded	None
11/27/2019 3:15	Dodge Data & Analytics	Dodge	Reports	dodge.bidding@construction.com	Viewed	None
11/27/2019 3:15	Dodge Data & Analytics	Dodge	Reports	dodge.bidding@construction.com	Downloaded	None
12/6/2019 13:41	Fleetco	Daryl	Carson	dcarson@fleetco-specialty.com	Viewed	None
12/6/2019 13:43	Fleetco	Daryl	Carson	dcarson@fleetco-specialty.com	Downloaded	None
12/9/2019 1:07	Florida Bid Reporting	Kila	Rus	kila@floridabid.com	Viewed	None
12/5/2019 3:19	North America Procurement Council Inc. PBC	Eric	Johnson	sourcemanagement@napc.me	Viewed	None
12/5/2019 2:53	North America Procurement Council Inc. PBC	Eric	Johnson	sourcemanagement@napc.me	Downloaded	None
12/5/2019 8:55	North America Procurement Council Inc. PBC	Eric	Johnson	sourcemanagement@napc.me	Viewed	None
12/6/2019 22:16	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	Minority Owned
11/26/2019 0:39	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Downloaded	Minority Owned
12/13/2019 13:26	onvia	source	management	sourcemanagement2@onvia.com	Viewed	None
12/6/2019 18:06	onvia	source	management	sourcemanagement2@onvia.com	Downloaded	None
11/27/2019 12:12	Park Built Body Company	Peyton	Downing	sales@parkbuiltbodyco.com	Viewed	None
11/27/2019 12:12	Park Built Body Company	Peyton	Downing	sales@parkbuiltbodyco.com	Downloaded	None
12/9/2019 17:04	PETE MOORE CHEVROLET	Ben	Myers	benmyers@petemoore.com	Viewed	None
12/9/2019 17:04	PETE MOORE CHEVROLET	Ben	Myers	benmyers@petemoore.com	Downloaded	None
11/26/2019 2:34	School Wholesale Supplies LLC	Jp	Das	jpdas@eii-usa.com	Viewed	None
11/26/2019 2:25	School Wholesale Supplies LLC	Jp	Das	jpdas@eii-usa.com	Downloaded	None
12/5/2019 9:16	We Get 4U LLC	Daniel	Graham	support@weget4u.com	Viewed	Minority Owned;VOSB (Veteran Owned Small Business)
12/5/2019 9:17	We Get 4U LLC	Daniel	Graham	support@weget4u.com	Downloaded	Minority Owned;VOSB (Veteran Owned Small Business)



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17361

County Administrator's Report 9. 22.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: Amendment of Agreement for Video Visitation Solutions

From: PAUL NOBLES, Purchasing Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment of Agreement for Video Visitation Solutions - Chief William R. Powell, Director, Corrections Department and Paul R. Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Amendment of Agreement for PD 17-18.022, Video Visitation Solutions, retroactive to December 9, 2019, which will result in the elimination of approximately \$30,000 per year in expenditure for the Corrections Department.

PD 17-18.022 includes a cost from the vendor (Global Tel*Link) for their employee to maintain and repair the Video Visitation stations on an as-needed basis. On November 7, 2019, Global Tel*Link was awarded the agreement for PD 18-19.075, Inmate Telephone Services and their proposal included a full-time staff member to maintain and repair the phone systems. Since there would be a full-time staff member on-site, the proposal from Global Tel*Link for PD 18-19.075 included the waiving of the repair and maintenance fees related to PD 17-18.022.

[Funding: Fund 111, Detention/Jail Commissary; Cost Center 290406, Detention/Jail Commissary; Object Code 54601, Repair and Maintenance Services]

NON-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Original Agreement Fully Executed for PD 17-18.022, Video Visitation Services
- Agreement Fully Executed for PD 18-19.075 Inmate Telephone Services for Escambia County Jail

BACKGROUND:

The Request for Proposals for PD 17-18.022 was advertised in the Pensacola News Journal on January 8, 2018, and emailed to two known firms. Two proposals were received on January 25, 2018. The Selection Committee held discussions with the responding firms on February 9, 2018. Immediately after the discussions with the firms, the Selection Committee unanimously selected global Tel*Link the first ranked firm.

The original cost of the software support and updates as well as repair and maintenance for PD 17-18.022 Video Visitation was \$28,731.00 for the first year, with annual increases authorized up to 3.5% per year. Year Two pricing was \$29,736.59 and Year Three (current year) was slated to be \$30,742.17. This Amendment of Agreement will remove approximately \$24,000 from Fiscal Year 2019-2020, \$31,818.15 from next year, and \$32,931.78 from the final year of the Agreement, a total savings to the County of approximately \$88,749.93.

BUDGETARY IMPACT:

Funding: Fund 111, Detention/Jail Commissary; Cost Center 290406, Detention/Jail Commissary; Object Code 54601, Repair and Maintenance Services.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Amendment of Agreement was prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Amendment of Agreement will be issued by the Office of Purchasing. The Contract will continue to be administered by the Escambia County Corrections Department.

Attachments

Amendment of Agreement

**AMENDMENT OF AGREEMENT RELATING TO VIDEO VISITATION
SERVICES FOR ESCAMBIA COUNTY CORRECTIONS (P.D. 17-18.022)**

THIS AMENDMENT OF AGREEMENT is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, FL 32502, and Global Tel *Link Corporation (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 63-1071001, whose principal address is 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042.

WITNESSETH:

WHEREAS, the County and Contractor previously entered into an Agreement for video visitation services for Escambia County Corrections; and

WHEREAS, the Contractor has agreed to waive the annual software support and maintenance fees associated with the video visitation service; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Agreement is amended to reflect that the Contractor will provide software support and maintenance for video visitation services provided pursuant to this Agreement at no cost for the remainder of the term. Accordingly, Section 4 of the Agreement relating to Compensation/Method of Payment is hereby deleted in its entirety, and Paragraph C of Exhibit B is amended to reflect that software support and maintenance will be provided at no cost.
3. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
4. The effective date of this Amendment shall be on the date last executed by the parties.
5. Section 11, Notices of the Agreement is revised as follows for Contractor notices:

To: Global Tel*Link Corporation
Attn: Legal Department
3120 Fairview Park Drive
Suite 300
Falls Church, VA 22042

6. The Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

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

**COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA**

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Witness: _____

Date: _____

Approved as to form and legal sufficiency.

BCC Approved: _____

By/Title: *Kristin D. Hual, SACA*

**CONTRACTOR:
GLOBAL TEL *LINK CORPORATION**

Date: 11-06-2019

By: _____
Jonathan Walker, Executive Vice President,
Business Development

Corporate Secretary

Date: _____

[SEAL]



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17381

County Administrator's Report 9. 23.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: Ratification of Purchase Orders for Supervisor of Elections

From: PAUL NOBLES, Purchasing Manager

Organization: Asst County Administrator

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Ratification of Two Purchase Orders for Supervisor of Elections - David Stafford, Supervisor of Elections through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board ratify the following:

A. Purchase Order 200850 to Konnech, Inc., in the amount of \$55,000, for Pollchief License, Maintenance and Support Agreement, Management System; and

B. Purchase Order 201014 to Runbeck Election Services, Inc., in the amount of \$57,000, for Agilis Duo Vote-By-Mail Processing System, Installation and Training, One Year Maintenance Included.

[Funding - Fund Cost Center 110276, Object Code 56401]

NON-ADA-COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Purchase Order 200850 and applicable backup
- Purchase Order 201014 and applicable backup

BACKGROUND:

Sec. 46-44. - Application; exemptions:

The provisions of this article shall apply to every purchase by the Board of County Commissioners from County funds, including state and federal assistance monies, except as otherwise specified by law. All expenditures of County funds will require the issuance of a Purchase Order Contract and be subject to the bid requirements

of this article with the exception of the following:

(2) Purchases by the Clerk of the Circuit Court, Sheriff, Supervisor of Elections, Property Appraiser, State Attorney, Public Defender, Tax Collector, County Civil Service Board, County Human Relations Commission, and such other County entities as may be designated from time to time by the Board of County Commissioners.

While these purchases would be exempt from the bidding processes, they are being presented to the Board for ratification due to the usage of LOST funds.

BUDGETARY IMPACT:

Fund Cost Center 110276, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17380

County Administrator's Report 9. 24.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: Reallocation of Funds for the Town of Century Wastewater Improvement Project

From: Matt Posner, RESTORE Program Manager

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Reallocation of \$50,000 of LOST IV Funds from the Century Chamber of Commerce Project to the Town of Century Wastewater Improvement Project - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board authorize the reallocation of funds from the Economic Development Projects LOST IV Fund, in the amount of \$50,000, from the Century Chamber of Commerce Project, Fund 353, Cost Center 110277, Project 19ED0585, to the Town of Century Wastewater Improvement Project.

This project is located in Commission District 5.

[Funding Source: Fund 353, Cost Center 110277, Project 19ED0585]

BACKGROUND:

The Town of Century is requesting \$50,000 to complete the design and engineering of Phase I of the Town's Wastewater Improvement Project, in order to successfully apply for a Community Development Block Grant for implementation funding. Phase I includes enhancements to the sludge handling system at the wastewater treatment facility to provide efficiencies in the production process.

BUDGETARY IMPACT:

Funding is available in Fund 353, Cost Center 110277, Project 19ED0585 Century Chamber of Commerce LOST IV Economic Development Project, in the amount of \$50,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.A.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, County Administration, Office of Management and Budget, and Natural Resources Management staff will work with the Town of Century to transmit the allocated funds.

Attachments

Request for Funding

From: Buz Eddy <buzeddygb@gmail.com>

Sent: Wednesday, December 4, 2019 10:44:23 AM

To: Vernon Prather <prathervernon01@gmail.com>; Sharon R. Pitts <SharonPitts@myescambia.com>

Subject: Request for Advance Funding for Design Engineering Services

Memo

To: Janice P. Gilley, County Administrator, Escambia County

From: Buz Eddy, Interim City Manager, Town Of Century

Subject: Request for Advance Funding for Design Engineering Services

On behalf of Mayor Hawkins and the Century Town Council, thank you, the Board of County Commissioners and your staff for approving \$500,000 from the county MYIP for Restore Act funds to assist the Town of Century in rebuilding its Wastewater system. We realize these funds are subject to Department of Treasury rules prior to release. We are planning on funds becoming available around April, 2020.

As we discussed, we have the opportunity to apply for a Community Development Block Grant for Phase I of the overall project. However, we need to commence design of Phase I as soon as possible. We have an estimate of \$599,243 for Phase I with engineering/ design of approximately \$49,654 included. If this amount could be provided to the Town in advance, say in late January or early February, we would be able to complete design prior to submitting our CDBG application. The \$50,000 could be "reimbursed" to the county when Treasury releases the MYIP funds.

Attached please find a description of the work we intend to complete as Phase I. The main portion of the work is a system for sludge handling to replace our use of drying beds which is very labor intensive and inefficient.

Upon approval of this request, we will select, via an RFP process, an engineering firm to complete the design work.

Please do not hesitate to contact me or Vernon Prather if you need more information.

TOWN OF CENTURY Wastewater Treatment Plant Initial Improvements PHASE I - Opinion of Probable Costs (CDBG)						
No.	Description	Unit	Quantity	Unit Cost	Extension	
1	Mobilization	LS	1	\$14,625.00	\$14,625.00	
2	Erosion Control Measures/Site Restoration	LS	1	\$5,000.00	\$5,000.00	
3	Dewatering	LS	1	\$7,500.00	\$7,500.00	
4	Sludge Drying (Belt/Screw Press)	LS	1	\$350,000.00	\$350,000.00	
5	Sludge Drying Electrical	LS	1	\$25,000.00	\$25,000.00	
6	Replace Motor Control Center	LS	1	\$100,000.00	\$100,000.00	
7	Miscellaneous Pipe and Fiting Replacement	LS	1	\$20,000.00	\$20,000.00	
				SUBTOTAL =	\$522,125.00	
				CONSTRUCTION TOTAL =	\$522,125.00	
				ENGINEERING DESIGN COSTS =	\$49,654.00	
				RPR (Inspection) COSTS =	\$27,464.00	
				ENGINEERING TOTAL =	\$77,118.00	
				TOTAL PROJECT COSTS =	\$599,243.00	



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17393

County Administrator's Report 9. 25.

BCC Regular Meeting

Budget & Finance Consent

Meeting Date: 01/23/2020

Issue: University of West Florida Water Quality Assessment

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the University of West Florida Water Quality Assessment for *Vibrio* Abundance - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board approve and authorize the County Administrator to sign the Contract for Services Agreement with the University of West Florida (UWF) for \$60,000 relating to a water quality assessment of *Vibrio* abundance.

Funding source is Tourist Development Tax (Fund 108, Cost Center 360105).

BACKGROUND:

Vibrio vulnificus is a gram-negative bacillus bacteria that only affects humans and other primates. *Vibrio* bacteria are found in warm, shallow, coastal salt water in temperate climates throughout most of the world including the Gulf of Mexico and the East and West Coasts of the United States. *Vibrio* are also found in the gut of oysters and the intestines of fish that inhabit warm, shallow, coastal salt water. *Vibrio* can cause acute gastroenteritis from eating raw or undercooked shellfish. Among healthy people, ingestion of *Vibrio* can cause vomiting, diarrhea, and abdominal pain. *Vibrio* can also cause necrotizing wound infections and can enter the body through open puncture wounds from the spines of fish such as stingrays or catfish. *Vibrio* is 80 times more likely to spread into the bloodstream in people with compromised immune systems, especially those with chronic liver disease.

The spatial and temporal distribution and abundance of *Vibrio* in coastal inland waters has not been well documented. This project's assessment of local waters will provide a better understanding of the abundance and distribution of *Vibrio* for the benefit of tourists and citizens who recreate in Pensacola and Perdido Bays.

BUDGETARY IMPACT:

Funding source: Tourist Development Tax (Fund 108, Cost Center: 360105).

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the Contract for Services Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management staff will manage this project.

Attachments

UWF Contract

Contract for Services Agreement ("Contract")

Escambia County Administrator		UNIVERSITY OF WEST FLORIDA Acting for and on behalf of The University of West Florida Board of Trustees, a public body corporate ("UNIVERSITY")	
221 S Palafox St # 420 Pensacola, FL 32502		Research Administration and Engagement 11000 University Parkway Pensacola FL 32514-5750	
TEIN: 59-6000598	DUNS 07-507-9673	TEIN: 59-2976783	DUNS 053000709
Does funding originate from a Federal prime source? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, complete following			
Original Source of Funds: _____ Project or Funding Reference Number/PRIME AWARD: _____			
Name of Federal Agency: _____ CFDA Number: _____ Name of Federal Program: _____			
Contract Period of Performance: FROM: 1/13/2020 TO: 8/31/2020		Amount Funded \$60,000	Matching Funds \$14,095
Total Cost \$74,095			
Project Title: Escambia County Aquatic Bacteria Survey			
Reporting Requirements: See Attachment 1			

Terms and Conditions

(1) SPONSOR hereby awards a cost reimbursable firm fixed price firm fixed rate contract for services to the University, as described above. The statement of work and schedule of compensation are as specified in UNIVERSITY'S proposal dated July 9, 2019 as shown in Attachment 1.

(2) SPONSOR shall pay UNIVERSITY as shown in the payment schedule in Attachment 1. All invoices shall be submitted in form and detail sufficient for proper pre- and post-audit of expenditures using UNIVERSITY's standard invoice. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Point of Contact, as shown in Attachment 2. Payment for invoices is due upon receipt and shall be considered past due after 30 days. Past due invoices shall bear interest at the statutory rate applicable to state agencies.

(3) A final statement of costs incurred, marked "FINAL", will be submitted to SPONSOR's Financial Point of Contact thirty (30) days after project end date or as shown in Attachment 1. The final statement of costs shall constitute UNIVERSITY's final financial report.

(4) Matters concerning the technical performance of this contract should be directed to the appropriate party's Program/Technical Point of Contact, as shown in Attachment 2.

(5) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Contract should be directed to the appropriate party's Administrative Contact, as shown in Attachment 2. Any such changes made to this Contract require the written approval of each party's Authorized Official, as shown in Attachment 2.

(6) The Project Budget is set forth in Attachment 1. Funds may be allocated between expenditure categories at the discretion of the University, provided that no additional costs are incurred beyond the amount referenced above. This paragraph is inapplicable to fixed price or fixed rate contracts.

(7) Either party may terminate this Contract with thirty (30) days written notice to the appropriate party's Administrative Point of Contact, as shown in Attachment 2. In the event of termination, SPONSOR shall pay UNIVERSITY for work performed to the date of termination and all allowable, non-cancellable obligations.

(8) Changes to Period of Performance, including no-cost extensions require the approval of the SPONSOR.

(9) This Contract is comprised of this document and the Attachments 1-3 attached hereto, which are made a part hereof by reference.

By signing below authorized representatives have executed this Contract to be effective for the Period of Performance shown above.

Escambia County Administrator	UNIVERSITY OF WEST FLORIDA
_____	DocuSigned by: <i>Matthew Schwartz</i> 01/13/2020
Janice Gilley County Administrator	Matthew Schwartz, Ph.D. Assistant Vice President Research Administration and Engagement
_____ Date	_____ Date
Witness: _____	Approved for form and legality
Witness: _____	DocuSigned by: <i>[Signature]</i> 01/11/2020
Approved as to form and legal sufficiency.	40C10B2F0D994D7... University Counsel
By/Title: <i>Kristin D. Hual, SACA</i>	_____ Date
Date: 01-16-2020	

Attachment 1: STATEMENT OF WORK AND SCHEDULE OF COMPENSATION

This is a cost reimbursable fixed price fixed rate contract for services in the amount not to exceed \$60,000 to cover costs associated with the project identified on the previous page and as shown on the following University proposal and/or quotation.

The following deliverable items are due pursuant to the timetable identified below. The numbered invoice for each report or deliverable shall be sent concurrent with the period of performance corresponding to the deliverable on the due date shown.

REPORT/DELIVERABLE	DATE DUE	AMOUNT
Technical report summarizing results from winter sampling plan described below	April 1, 2020	\$30,000
Technical report summarizing results from summer sampling plan described below	November 1, 2020	\$30,000
Total		\$60,000

University's Tasks:

UWF CEDB personnel will perform the following activities two (2) times - once in the winter (in February/March 2020) and once in summer (in or around August/September 2020).

Each survey of local waters to assess Vibrio abundance on shorelines:

- a. *A total of 44 samples will be collected from seven (7) major basins with the number of sites within each basin in parenthesis:

 - a. *Escambia Bay (7),*
 - b. *Lower Pensacola Bay (6),*
 - c. *Bayou Texar (6),*
 - d. *Bayou Chico (5),*
 - e. *Bayou Grande (7),*
 - f. *Big Lagoon (7),*
 - g. *Perdido Bay (6)**
- b. *Sites located about every along shoreline (exact locations randomly selected with 2 km segment) within basin*
- c. *3 substrate types assessed: water column and sediment, plus oyster or hard surface (when present at location)*
- d. *Samples to be collected (A) Microbiological growth assessment via chromogenic agar medium (B) preserved DNA for possible analyses via qPCR; (C) Water quality: YSI data (temp., salinity, spec. conductivity, dissolved oxygen), Secchi depth, total depth; (D) Water filtered for nutrients, chlorophyll, and total suspended solids (TSS)*

The University will supply personnel and resources to accomplish the scope of work at the price in the proposal/cost quotation as shown in the corresponding budget estimate.

**Attachment 2
CONTACT REPRESENTATIVES**

Sponsor Contacts		University of West Florida Contacts	
FID #59-6000598 / DUNS # 07-507-9673		FID #59-2976783 / DUNS # 53-000709	
Administrative Point of Contact		Administrative Point of Contact	
Name: Title: Address: City ST Zip Phone: E-mail:	J. Taylor "Chips" Kirschenfeld Dept. Director and Senior Scientist Escambia County Natural Resources Management Department 221 Palafox Place Pensacola, FL 32502 850-501-1077 Jtkirsche@myescambia.com	Name: Title: Address: City ST Zip Phone: E-mail:	Katy Hendry Senior Grant Specialist Research Administration and Engagement 11000 University Parkway Pensacola FL 32514-5750 (850) 474-2943 khendry@uwf.edu
Program/Technical Point of Contact		Program/Technical Point of Contact	
Name: Title: Address: City ST Zip Phone: E-mail:	J. Taylor "Chips" Kirschenfeld Dept. Director and Senior Scientist Escambia County Natural Resources Management Department 221 Palafox Place Pensacola, FL 32502 850-501-1077 Jtkirsche@myescambia.com	Name: Title: Address: City ST Zip Phone: E-mail:	Lisa Waidner Research Scientist, UWF CEDB 11000 University Parkway Pensacola FL 32514-5750 850-474-3386 lwaidner@uwf.edu
Financial Point of Contact		Financial Point of Contact	
Name: Title: Address: City ST Zip Phone: E-mail:	Susan Holt Dept. Accountant, Escambia County Natural Resources Management Dept. 221 Palafox Place Pensacola FL 32502 850-595-4988 Srholt@MyEscambia.com	Name: Title: Address: City ST Zip Phone: E-mail:	Donna Frazee Associate Director Research Administration and Engagement 11000 University Parkway Pensacola FL 32514-5750 (850) 473-7111 dfrazee@uwf.edu
Authorized Official		Authorized Official	
Name: Title: Address: City ST Zip Phone: E-mail:	Janice Gilley County Administrator Escambia County Board of County Commissioners 221 Palafox Place Pensacola, FL 32501 850-595-4947 admin@myescambia.com	Name: Title: Address: City ST Zip Phone: E-mail:	Matthew Schwartz, Ph.D. Assistant Vice President Research Administration and Engagement 11000 University Parkway Pensacola FL 32514-5750 (850) 474-2824 mschwartz@uwf.edu

**Attachment 3-A:
ADDITIONAL TERMS AND CONDITIONS (Non-federal funds)**

FORCE MAJEURE University shall not be responsible for its failure to perform any terms or conditions herein when failure to perform is due to causes beyond University's reasonable control, determined in the University's discretion, including, but not limited to: strikes; lockouts; actions or inactions of governmental authorities; epidemics; acts of war or terrorism; embargoes; fire; earthquake; hurricane; windstorm; tornados, acts of God or default of common carrier.

SEVERABILITY In the event any provision of this contract shall be held invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

NONDISCRIMINATION The nondiscrimination clause contained in Section 202, Executive Order 11246, and any subsequent amendments thereto, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, gender identity or national origin, and the Implementing rules and regulations prescribed by the Secretary of Labor, Veteran's Act 38 U.S.C. 4212, Section 503 - Rehabilitation Act of 1973, Title I of the Americans with Disabilities Act of 1990 42 U.S.C. 12101 are incorporated into this Contract by reference as if fully set forth herein.

TAXES, FEES AND PERMITS The University is a tax immune sovereign and exempt from the payment of all sales, use or excise taxes.

PUBLIC RECORDS Sponsor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement, except as exempted by Florida law. Refusal by Sponsor to allow such public access shall be grounds for unilateral cancellation of this Agreement by the University.

INSURANCE University will maintain, at its own cost and expense, at all times while this Agreement is in effect, general liability insurance to the extent, and in such amounts as, provided under the State of Florida Risk Management Trust Fund. University will also maintain at its own expense or from the quoted fringe/payroll tax rates, workers' compensation insurance as required by law. University will furnish evidence of such insurance upon request. Copies of certificates of coverage are available on request from the Research & Sponsored Programs office contractual contact representative.

LIMITATION OF LIABILITY In the performance of professional services, the University shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities, having due regard for acceptable standards. No other warranties, expressed or implied, are made.

In no event shall University or its employees be liable (in contract or in tort, including negligence, or otherwise) to the Sponsor for indirect, incidental or consequential damages, resulting from or related to this Contract. Further, University shall not be liable for use by the Sponsor of any plans, documents, studies, or other data for any purpose other than intended by the terms of this Contract. In no event shall University's liability to Sponsor for any reason exceed the dollar amount of this Contract.

The parties to this agreement recognize and acknowledge that University of West Florida is a constituent institution of the State University System of Florida (the "State") and an agency or subdivision of the State within the meaning of §768.28, Florida Statutes. Nothing contained herein shall be construed or interpreted as: i) denying the University or other state entity any remedy or defense available under the laws of the State; ii) the consent of the University to be sued; iii) a waiver of sovereign immunity of the University or other state entity beyond the waiver provided in §768.28, Florida Statutes.

GOVERNING LAWS/VENUE This Agreement is governed by the laws of the State of Florida and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. University and Sponsor hereby agree that venue shall lie in the State Courts of Escambia County, Florida.

INTELLECTUAL PROPERTY The University reserves the ownership for any intellectual property developed as part of the compensated performance of this Agreement by its faculty and staff. Sponsor is granted a royalty-free non-exclusive license to use and distribute reports furnished to Sponsor hereunder (the “Work Product”) without modification. University ownership of copyright shall be properly attributed. Sponsor may not grant others the right to use the Work Product or underlying information and data without written permission from the University.

The University reserves the right to publish articles, monographs and other scholarly publications based on this work in its chosen form. All work shall acknowledge support as “This project was supported by the Escambia County Administrator through the University of West Florida.”

INDEPENDENT CONTRACTOR STATUS Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.

IN PROCESS

N/A

IMPLEMENTATION/COORDINATION:

Upon approval, please contact the District 3 Office for processing information.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17315

County Administrator's Report 9. 1.

BCC Regular Meeting

Discussion

Meeting Date: 01/23/2020

Issue: State Law Enforcement Trust Fund Appropriation

From: Henrique Dias, Chief Financial Officer

Organization: Escambia County Sheriff's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office Finance Division

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5) for Outside Agency partners in Escambia County for Fiscal Year 2019/2020:

- A. West Florida High School Softball Boosters, Inc., in the amount of \$1,500;
- B. Pensacola Chapter, Freedoms Foundation at Valley Forge, in the amount of \$4,000;
- C. United Way of West Florida, in the amount of \$7,500;
- D. Escambia High School Softball Boosters, Inc., in the amount of \$500; and
- E. Washington High School Softball Boosters, in the amount of \$500.

Upon approval of these funding allocations, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201]

BACKGROUND:

Per F.S. 932.7055(5), certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):

- Greater Pensacola Junior Golf Association, Inc. - \$1,500
- Pensacola Chapter, Freedoms Foundation at Valley Forge - \$4,000
- United Way of West Florida - \$7,500
- Escambia High School Softball Boosters, Inc.- \$500
- Washington High School Softball Boosters - \$500

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These funds may be expended upon request by the Sheriff to the Board of County Commissioners or by the Chief of Police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the Sheriff's Office or Police Department by the Board of County Commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

- West Florida High School Softball Boosters, Inc.
 - Pensacola Chapter, Freedoms Foundation at Valley Forge
 - United Way of West Florida
 - Escambia High School Softball Boosters Inc.
 - Washington High School Softball Boosters
-

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630



LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

December 18, 2019

West Florida High School Softball Boosters Inc.
Attn: Prasad Jeyapalan
150 East Burgess Road, Pensacola, FL 32503

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated December 10, 2019.

Dear Prasad Jeyapalan ,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Drug Prevention, Drug Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of \$1500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA



ACCREDITED



**ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES**

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

CRIME PREVENTION DRUG PREVENTION DRUG EDUCATION SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

PROMOTE CRIME/DRUG ABUSE PREVENTION OR DIRECT SUPPORT

The Documents listed below **MUST** be attached to your request: (Check the appropriate boxes)

501c3 or c4 OR NOT-FOR-PROFIT AND W-9 AND CERTIFICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: West Florida High School Softball Boosters Inc DATE 12/10/2019

POINT OF CONTACT: Prasad Jeyapalan PH# (850) 428-3543

EMAIL ADDRESS: pjeyapalan@cox.net INITIAL REQUEST PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 01/30/2020 AMOUNT REQUESTED: \$ 1500.00

CHECK PAYABLE TO: WFHS Softball Boosters Inc

COMPLETE MAILING ADDRESS: NEW ADDRESS

Street 150 East Burgess Rd. City Pensacola State FL Zip Code 32503

CERTIFICATION STATEMENT

- As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
- My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
- I have the appropriate authority (Board Member) on behalf of the requesting agency.
 - To submit this application and to ensure funds are used for the purposes specified herein.
 - To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief | JP (Initial)

NAME OF CERTIFYING OFFICIAL

Prasad Jeyapalan

SIGNATURE (Digital)

TITLE OF CERTIFYING OFFICIAL

President

DATE

12/10/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
LEGAL		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
CHIEF		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SHERIFF		<input checked="" type="checkbox"/>	<input type="checkbox"/>	

CFO ASSISTANT D. L. Giff Date processed 12/18/19

AMOUNT APPROVED \$1,500.00
I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
DAVID MORGAN, SHERIFF
DATE 12/17/2019

ORIGINAL

ORGANIZATION/AGENCY NAME:

West Florida High School Softball Boosters Inc

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

West Florida High School Softball Boosters are asking for a donation to help fund our high school softball teams. We aim to promote sports participation which will help prevent crime and drug use by our youth and by keeping our students busy after school.

WFHS softball teams are also active in the community by volunteering at local nursing homes, The Ronald McDonald House and Cancer run and participating at Optimist club's annual Christmas tree sale etc.

We hold our players to a higher standards, educationally, socially and physically. To participate in our softball program, students should maintain good GPA and attendance record. If donation is received, it will help us fund uniforms, equipments and field supplies for our program,

Due to limited school district budget and to keep the cost of the program affordable for the parents we are reaching out to our communities for help. I am hopeful that SLET will approve our request.

Thank you,

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

NOV 19 2012

WEST FLORIDA HIGH SCHOOL SOFTBALL
BOOSTERS INC
C/O JESSICA SMITH
2400 LONGLEAF DR
PENSACOLA, FL 32526

Employer Identification Number:

51-0490308

DLN:

17053252750012

Contact Person:

MELISSA D TRUSTY

ID# 31657

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

May 31

Public Charity Status:

509(a)(2)

Form 990 Required:

Yes

Effective Date of Exemption:

May 15, 2010

Contribution Deductibility:

Yes

Addendum Applies:

Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)



Consumer's Certificate of Exemption

DR-14
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8013060354C-1	01/15/2018	01/31/2023	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

WEST FLORIDA HIGH SCHOOL SOFTBALL
BOOSTERS INC
2400 LONGLEAF DR
PENSACOLA FL 32526-8901

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. West Florida High School Softball Boosters Inc		
	2 Business name/disregarded entity name, if different from above N/A		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>		Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____		<small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 150 East Burgess Road,		Requester's name and address (optional)
6 City, state, and ZIP code Pensacola Florida, 32503			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
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Employer identification number									
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5	1	-	0						
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0	8								

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ <u>12/10/2019</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630



LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

January 2, 2020

Pensacola Chapter, Freedoms Foundation at Valley Forge
Attn: Michael Clapsadl
P.O. Box 1012, Pensacola, FL 32591

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated December 5, 2019.

Dear Michael Clapsadl,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Education or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of \$4,000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board. Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA



ACCREDITED

ORGANIZATION/AGENCY NAME:

Pensacola chapter Freedom's Foundation at valley Forge

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION **CANNOT** BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage **Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.**

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

SEE Attachment





EDUCATE HONOR CHALLENGE

PENSACOLA CHAPTER FREEDOMS FOUNDATION AT VALLEY FORGE
PO BOX 1012 - PENSACOLA FL 32591 - PHONE (850) 380-7120
EMAIL: fishn4flounder@gmail.com

JUSTIFICATION FOR SLET FUNDING

The Freedoms Foundation at Valley Forge (FFVF) hosts a 4 day Spirit of America Youth Leadership Conference annually in March/April. The conference is held on the FFVF campus in Valley Forge, Pennsylvania. The students interact with experts on citizenship, democracy, the free enterprise system, the judicial system and the American political process. The program includes thought-provoking lectures, historical tours in Valley Forge and Philadelphia, and experimental workshops. All activities are designed to develop leadership skills and deepen an understanding of the rights and responsibilities of engaged citizenship.

Every year, the Pensacola Chapter FFVF sends up to six high school high school juniors to the conference. Attendees are selected from Escambia County High Schools by a panel of three former and active Social Studies teachers. The number of students attending the conference each year is based on available funding. The cost to send six students and two chaperones to the conference is approximately \$8800.

With the \$3000 donation from the Sheriff's Office, we are planning on being able to send 6 students this year.

The Pensacola Chapter FFVF is small, less than 45 members, but strongly feels that sending students to the Youth Leadership Conference is the most important of the three major events we host each year. Our other major events are the POW-MIA Luncheon and an Awards Banquet where local community members, schools, and students are recognized for giving back to the Pensacola area.

Attending this conference is an extremely valuable experience for the students selected to attend. All have returned to Pensacola with a better understanding of their responsibility to be outstanding citizens and role models in their community and schools. Our chapter utilizes these young men and women at our POW-MIA luncheon and Awards banquet. These events allow them to see individuals recognized for having given back to their country and this community.

Each year, letters written by the students returning from the conference are testimonials to the value of this experience in their young lives. Letters from last year's conference attendees and pictures of their experiences can be viewed on our web-site at www.freedomsfoundationpensacola.org.

Our chapter would like to thank you for your generosity in helping us educate our future leaders and meeting one of our major missions.


Captain Michael R. Clapsadl, USN/Ret.

Member, Board of Directors

Internal Revenue Service

Department of the Treasury

District
Director

Delaware-Maryland District

31 Hopkins Plaza, Baltimore, MD 21201

P.O. Box 13163, Room 1550
Baltimore, MD 21203

January 14, 1998

FREEDOMS FOUNDATION AT VALLEY FORGE
PO BOX 706
VALLEY FORGE, PA 19482-0706

Employer Identification Number:
23-1657857

Person to Contact:
EP/EO Tax Examiner

Telephone Number:
(410) 962-6058

Dear Sir/Madam:

This is in response to your inquiry dated December 21, 1997, requesting a copy of the letter which granted tax-exempt status to the above named organization.

Our records show that the organization was recognized as tax-exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code and issued a Group Exemption Letter effective January, 1964. Your Group Exemption Number is 2529. Further, our records indicate that we have determined that the organization is not a private foundation because it is described in sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code.

Donors may deduct contributions to you under section 170 of the Code.

You are required to submit annually, at least 90 days before the close of your annual accounting period, a statement describing any changes during this period as to the purposes, character, or method of operation of your subordinates.

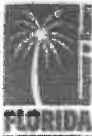
A copy of our letter certifying the status of the organization is not available, however, this letter may be used to verify your tax-exempt status.

Because this letter could help resolve any questions about your exempt status, it should be kept in your permanent records.

Sincerely yours,



Paul M. Harrington
District Director



Consumer's Certificate of Exemption

DR-14
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8015576247C-0	05/31/2018	05/31/2023	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

FREEDOMS FOUNDATION AT VALLEY FORGE
 PENSACOLA CHAPTER
 483 TURNBERRY RD
 CANTONMENT FL 32533-6845

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630



LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

January 2, 2020

United Way of West Florida
Attn: Michael Martin
1301 W. Government Street, Pensacola, FL 32502

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated December 16, 2019.

Dear Michael Martin,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Drug Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of \$7,500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA



ACCREDITED



**ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES**

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

CRIME PREVENTION DRUG PREVENTION DRUG EDUCATION SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

PROMOTE CRIME/DRUG ABUSE PREVENTION OR DIRECT SUPPORT

The Documents listed below **MUST** be attached to your request: (Check the appropriate boxes)

501c3 or c4 OR NOT-FOR-PROFIT AND W-9 AND CERTIFICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: United Way of West Florida DATE 12/16/2019

POINT OF CONTACT Michael Martin, 211 Director PH# (850) 444-7112

EMAIL ADDRESS: mike.martin@uwwf.org INITIAL REQUEST PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 02/01/2020 AMOUNT REQUESTED: \$ 7,500

CHECK PAYABLE TO: United Way of West Florida

COMPLETE MAILING ADDRESS: NEW ADDRESS

Street 1301 W. Government Street City Pensacola State FL Zip Code 32502

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
 - a. To submit this application and to ensure funds are used for the purposes specified herein.
 - b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief JL (Initial)

NAME OF CERTIFYING OFFICIAL Jack Lowrey TITLE OF CERTIFYING OFFICIAL Board Chair

SIGNATURE (Digital) Jack Lowrey DATE _____

Digitaly signed by Jack Lowrey
DN: cn=Jack Lowrey, o=United Way of West Florida, ou=Board of Directors, email=Jack.Lowrey@uwwf.com, c=US
Date: 2019.12.16 10:14:05 -0500

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
LEGAL		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
CHIEF		<input checked="" type="checkbox"/>	<input type="checkbox"/>	AMOUNT APPROVED <u>\$7,500.00</u>
SHERIFF		<input checked="" type="checkbox"/>	<input type="checkbox"/>	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT				

Date processed 1/2/20

DAVID MORGAN, SHERIFF
DATE 1/2/2020

ORIGINAL

ORGANIZATION/AGENCY NAME:

United Way of West Florida

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION **CANNOT** BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

For the past 6 years, Sheriff Morgan and the Escambia County Sheriff's Office has partnered with United Way of West Florida (fka United Way of Escambia County) along with Opening Doors Northwest Florida (fka EscaRosa Coalition on the Homeless) in connecting many of our most vulnerable citizens to the critical resources available in our community. We respectfully request that the ECSO partner with us again and sponsor the printing of more than 15,000 Street Survival Guides and 2-1-1 Northwest Florida bi-fold reference cards. These guides and cards are shared directly with individuals and families in need, as well as community partners such as first responders, hospitals, schools, social workers, utility companies, financial institutions, other non-profit agencies, civic groups, and governmental agencies.

Regretfully, basic human needs and the inability to meet those needs can be, and often is, a driving factor in the choice to commit a crime or turn to substance abuse. A person may feel forced to steal in order to feed themselves and/or their family. A person with chronic pain but no health insurance may turn to illicit street drugs for coping and relief. Others may struggle with acute or chronic homelessness. Finding health and human services can be confusing and intimidating, leaving many people unaware that help is out there and not knowing where to begin. By providing these guides and creating awareness of 211 Northwest Florida, the ECSO can help us empower individuals to solve their challenges by connecting them to appropriate resources and information.

The Street Survival Guide is updated and printed each January; it serves as a comprehensive guide to services available throughout Escambia county. The guide provides listings of our community's resources and contact information; resources such as homeless shelters, housing, soup kitchens and/or food pantries, medical and dental clinics, prescription assistance, mental health or substance abuse treatment, financial assistance, and much more. Seniors, veterans, domestic violence victims, and persons with disabilities can also find information on non-emergency services such as respite for family caregivers, childcare, and free tax preparation. This printed resource guide is useful for referencing vital resources quickly and there is an on-line version available as well.

Justification cont.

Everyday people across the area turn to 2-1-1 Northwest Florida for information and support. 2-1-1 is a free, confidential referral and information service that connects people from our community of all ages, races, and socioeconomic backgrounds to an Information and Referral Specialist who will find local health and human services 24 hours a day, seven days a week. Nationally accredited through the Alliance of Information and Referral Systems (AIRS), 2-1-1 Northwest Florida is committed to be the first, most essential resource to anyone who needs help.

Your support, approved logo, and message will be prominently displayed on each Street Survival Guide and 2-1-1 Northwest Florida bi-fold card. If this request for \$7500 is approved, your logo and message will also be featured on the 2-1-1 Northwest Florida website. Additionally, upon request, 2-1-1 will provide up to two training presentations for ECSO employees on best practices for navigating the 2-1-1 website and locating community based services.

Thank you for your support and your consideration in giving. United Way of West Florida looks forward to continuing our valuable partnership.



Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077989886
Aug. 16, 2019 LTR 4168C 0
59-0651076 000000 00

00025759

BODC: TE

UNITED WAY OF WEST FLORIDA INC
1301 W GOVERNMENT ST
PENSACOLA FL 32502-5314

023582

Employer ID number: 59-0651076
Form 990 required: Yes

Dear Taxpayer:

We're responding to your request dated July 03, 2019, about your tax-exempt status.

We issued you a determination letter in August 2005, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m.,

4077989886
Aug. 16, 2019 LTR 4168C 0
59-0651076 000000 00
00025760

UNITED WAY OF WEST FLORIDA INC
1301 W GOVERNMENT ST
PENSACOLA FL 32502-5314

local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely yours,

Stephen A. Martin

Stephen A. Martin
Director, EO Rulings & Agreements

DIVISION OF CONSUMER SERVICES
(850) 410-3800



THE RHODES BUILDING
2005 APALACHEE PARKWAY
TALLAHASSEE, FLORIDA 32399-6500

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER NICOLE "NIKKI" FRIED

July 30, 2019

Refer To: CH746

UNITED WAY OF WEST FLORIDA, INC.
1301 W GOVERNMENT ST
PENSACOLA, FL 32502-5314

RE: UNITED WAY OF WEST FLORIDA, INC.
REGISTRATION#: CH746
EXPIRATION DATE: July 5, 2020

Dear Sir or Madam:

The above-named organization/sponsor has complied with the registration requirements of Chapter 496, Florida Statutes, the Solicitation of Contributions Act. A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.

Every charitable organization or sponsor which is required to register under s. 496.405 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

The Solicitation of Contributions Act requires an annual renewal statement to be filed on or before the date of expiration of the previous registration. The Department will send a renewal package approximately 30 days prior to the date of expiration as shown above.

Thank you for your cooperation. If we may be of further assistance, please contact the Solicitation of Contributions section.

Sincerely,

Fred Hartsfield

Fred Hartsfield
Regulatory Consultant
850-410-3784
Fax: 850-410-3804
E-mail: fred.hartsfield@freshfromflorida.com

State of Florida



Department of State

I certify from the records of this office that UNITED WAY OF WEST FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on August 14, 1974.

The document number of this corporation is 730441.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 21, 2019 and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Eleventh day of June, 2019



Laurel M. Lee

Laurel M. Lee

Secretary of State



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012646562C-7	05/31/2019	05/31/2024	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

UNITED WAY OF WEST FLORIDA INC
1301 W GOVERNMENT ST
PENSACOLA FL 32502-5314

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
United Way of West Florida, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

Applies to accounts maintained outside the U.S.

5 Address (number, street, and apt. or suite no.) See instructions.
1301 W. Government St.

6 City, state, and ZIP code
Pensacola, FL 32502

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number


5	9	-	0	6	5	1	0	7	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ **6/18/19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630



LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

January 6, 2020

Escambia High School Softball Boosters Inc.
Attn: Michael Davis
P.O. Box 3491 Pensacola, FL 32516

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated December 31, 2019.

Dear Michael Davis,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of \$500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA



ACCREDITED



**ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES**

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

CRIME PREVENTION DRUG PREVENTION DRUG EDUCATION SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

PROMOTE CRIME/DRUG ABUSE PREVENTION OR DIRECT SUPPORT

The Documents listed below **MUST** be attached to your request: (Check the appropriate boxes)

501c3 or c4 OR NOT-FOR-PROFIT AND W-9 AND CERTIFICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Escambia High Softball Boosters Inc. DATE 12/31/2019

POINT OF CONTACT Michael Davis PH# (850) 221-4140

EMAIL ADDRESS: mdavis@escambia.k12.fl.us INITIAL REQUEST PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 02/01/2020 AMOUNT REQUESTED: \$ 500

CHECK PAYABLE TO: Escambia High School softball

COMPLETE MAILING ADDRESS: NEW ADDRESS

Street PO Box 3491 City Pensacola State fl Zip Code 32516

CERTIFICATION STATEMENT

- As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
- My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
- I have the appropriate authority (Board Member) on behalf of the requesting agency.
 - To submit this application and to ensure funds are used for the purposes specified herein.
 - To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief | MD (Initial)

NAME OF CERTIFYING OFFICIAL Michael Davis **TITLE OF CERTIFYING OFFICIAL** Head Softball Coach

SIGNATURE (Digital) [Signature] **DATE** 12/31/2019

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO	<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
LEGAL	<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
CHIEF	<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	AMOUNT APPROVED <u>\$500.00</u>
SHERIFF	<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)
CFO ASSISTANT	<u>[Signature]</u>			DATE <u>1/6/2020</u>

Date processed 1/6/20

DAVID MORGAN, SHERIFF
[Signature]
DATE 1/6/2020

ORIGINAL

ORGANIZATION/AGENCY NAME:

Escambia High Softball Boosters Inc.

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

The money will be used to put a crime stoppers sign at the entrance to the softball field, which is also at the exit of the student parking lot at Escambia High School. This is a high traffic area at the school especially in the spring time. We feel that this will help aid in keeping the neighborhood, as well as our students safe. It may also help in crime prevention with the phone number always being available to the students and spectators. We appreciate anything that you can do to help our program and our school.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 27 2013

ESCAMBIA HIGH SCHOOL SOFTBALL
BOOSTERS INC
C/O PATRICIA RODEMOYER
PO BOX 3491
PENSACOLA, FL 32516

Employer Identification Number:
51-0487647
DLN:
17053300312016
Contact Person:
KEVIN W PAYTON ID# 31454
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
June 30
Public Charity Status:
509(a) (2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
November 15, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt

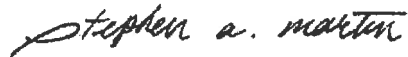
Letter 947

ESCAMBIA HIGH SCHOOL SOFTBALL

organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in cursive script that reads "Stephen A. Martin".

Director, Exempt Organizations
Rulings and Agreements



Consumer's Certificate of Exemption

DR-14
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8013288824C-9	05/25/2017	05/31/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

ESCAMBIA HIGH SCHOOL SOFTBALL
BOOSTERS INC
4300 BAYOU BLVD STE 26
PENSACOLA FL 32503-2671

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Escambia High School Softball Boosters Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ 501(c)3 Non-Profit
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO Box 3491

6 City, state, and ZIP code
Pensacola, FL 32516

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

5	1	-	0	4	8	7	6	4	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Angela M. Kexell (Treasurer) Date ▶ 12/15/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee—if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630



LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

January 10, 2020

Washington High School Softball Boosters
Attn: James Harris
P.O. Box 18484, Pensacola, FL 32523

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated January 7, 2020.

Dear James Harris,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Drug Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of \$500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA



ACCREDITED



**ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES**

ALL Requests **MUST** have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

CRIME PREVENTION DRUG PREVENTION DRUG EDUCATION SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

PROMOTIONAL/ADVERTISING OR DIRECT SUPPORT

The Documents listed below **MUST** be attached to your request: (Check the appropriate boxes)

501c3 or c4 OR NOT-FOR-PROFIT AND W-9 AND CERTIFICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Washington High School Softball Boosters DATE 01/07/2020
 POINT OF CONTACT James Harris PH# _____
 EMAIL ADDRESS: erupnu@gmail.com INITIAL REQUEST PREVIOUS REQUEST
 DATE FUNDS NEEDED (The BOCC will process) 03/01/2020 AMOUNT REQUESTED: \$ 500
 CHECK PAYABLE TO: Washington High School Softball Booster Club, Inc.
 COMPLETE MAILING ADDRESS: NEW ADDRESS
 Street P.O. Box 18484 City Pensacola State FL Zip Code 32523

CERTIFICATION STATEMENT

- As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
- My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
- I have the appropriate authority (Board Member) on behalf of the requesting agency.
 - To submit this application and to ensure funds are used for the purposes specified herein.
 - To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief JEH (initial)

NAME OF CERTIFYING OFFICIAL James E Harris, Jr TITLE OF CERTIFYING OFFICIAL Assistant Coach
 SIGNATURE (Digital) _____ DATE 01/07/2020

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
LEGAL		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
CHIEF		<input type="checkbox"/>	<input type="checkbox"/>	AMOUNT APPROVED <u>\$500.00</u>
SHERIFF		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
CFO ASSISTANT				

Date processed 1/10/20

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055

DAVID MORGAN, SHERIFF

DATE 1/9/2020

ORIGINAL

ORGANIZATION/AGENCY NAME:

Washington High School Softball Boosters

Per Florida State Statute Florida Statutes - Chapter 932.7055(5)(c) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate.

PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

REQUIRED INFORMATION

THIS APPLICATION **CANNOT** BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

The Booker T. Washington High School Softball Program provides high school girls with a variety of character-building opportunities, encourage physical activity, as well as the opportunity to hone their softball skills for possible college scholarships. Programs like ours are vital because they keep our children engaged in a positive educational environment and off of the streets.

As part of our softball season, we want to keep a continual reminder to our players, as well as visiting players that drugs are not acceptable. As a constant reminder, a 3' x 8' full color vinyl banner of your approval will be placed along our Outfield fence. This message will serve as a constant reminder to all who attend our campus to stay free from drugs. Funds will be used to purchase equipment, gear, tournaments, as well as make improvements to the softball field.

In addition, we welcome any and all representatives to join us during any home game to watch and cheer for our girls, the Washington High School Ladycats. Please contact us for a complete schedule of games.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 23 2015

WASHINGTON HIGH SCHOOL SOFTBALL
BOOSTER CLUB INC
PO BOX 18484
PENSACOLA, FL 32523-8484

Employer Identification Number:
35-2311577
DLN:
26053587004145
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
July 2, 2015
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

WASHINGTON HIGH SCHOOL SOFTBALL

Sincerely,

A handwritten signature in black ink, appearing to read "J. Cooper". The signature is stylized and cursive.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

WASHINGTON HIGH SCHOOL SOFTBALL

ADDENDUM

If you have been in existence for at least three years and you have not filed a Form 990 return or notice for three consecutive years, you may soon receive a letter (Notice CP120A) that we automatically revoked your exempt status, as required by law, for failure to file a return or notice for three consecutive years. This letter will serve to reinstate your exempt status, so you will not need to re-apply. However, you may need to file the appropriate delinquent Forms 990 for all years you have operated as a tax-exempt organization.



Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8015623685C-1	09/15/2015	09/30/2020	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

WASHINGTON HIGH SCHOOL SOFTBALL
BOOSTER CLUB INC
6000 COLLEGE PKWY
PENSACOLA FL 32504-7937



is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Washington High School Softball Booster Club, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6000 College Parkway

6 City, state, and ZIP code
Pensacola, FL 32504

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				
--	--	--	---	--	--	--	--

OR

Employer identification number

3	5	-	2	3	1	1	5	7	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ **7-29-19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17379

County Administrator's Report 9.2.

BCC Regular Meeting

Discussion

Meeting Date: 01/23/2020

Issue: Local Government Contribution for SAIL Financing through Florida Housing Finance Corporation

From: CLARA LONG, Acting Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Local Government Contribution Application for SAIL Financing through Florida Housing Finance Corporation - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Local Government Contribution Application for SAIL Financing through Florida Housing Finance Corporation:

- A. Support the provision of a local government contribution, in the amount of \$37,500, for multi-family developments applying for State Apartment Incentive Loan (SAIL) Financing through Florida Housing Finance Corporation (FHFC) under RFA 2020-208;
- B. Approve the local Application Form and timelines; and
- C. Support the provision of an additional \$100,000 for developments providing homeless or special needs set aside units.

[Funding: Fund 120/SHIP and/or Fund 124/Affordable Housing]

BACKGROUND:

Florida Housing Finance Corporation (FHFC) will be opening a competitive Request For Applications (RFA) for multifamily developments interested in State Apartment Incentive Loan (SAIL) funding. RFA 2020-208 SAIL Financing for the Construction of Workforce Housing is expected to be issued on February 24, 2020, with a deadline to FHFC of March 30, 2020. Though the draft RFA is currently not available, it is anticipated that a local government contribution of \$37,500 will be required as in the past.

The Board approved a process for review of Applications applying for FHFC funding that would require the local Government Contribution Form, which was approved on May 4,

2017. The Application provided with this Recommendation is being updated to include current FHFC RFA information and deadlines. Staff is proposing submission of local Application by February 14, 2020, in order to place the item on the March 5, 2020, Board Agenda. The Application has also been updated to include the 2019 Racially and Ethnically Concentrated Areas of Poverty (RECAP) area, which is census tract 16 in District 3. As part of the process approved by the Board, no developments will be approved in RECAP areas. It should be noted that FHFC prohibits Applications for developments within one mile of newly approved FHFC developments, which will prohibit development of units near Lucas Creek at 7815 Lilac Lane and Brownsville Manor on West DeSoto Street.

Staff is again proposing the provision of an additional \$100,000, in addition to the minimum local government contribution, to encourage the set aside of two units in developments for a homeless or formerly homeless individual or household or a special needs household as an optional election by the developer. If funding is awarded by FHFC, the developer proposing the homeless set aside would be required to receive referrals from Opening Doors Northwest Florida as the local Continuum of Care (COC) for the units and execute an agreement or memorandum of understanding with Opening Doors in addition to the agreement that will be executed with the County. The units must be reserved for extremely low income households and the rent limit cannot exceed the 30% rent limits based on bedroom size. Provision of a homeless or special needs set aside enables the County to help meet SHIP mandated extremely low income and special needs set asides, as well as help provide the COC support in its competitive HUD COC funding application by showing that the area is seeking to provide units for homeless households transitioning out of supportive housing.

Documents related to RFA 2020-208 SAIL Financing for the Construction of Workforce Housing is available online [here](#)

BUDGETARY IMPACT:

The statewide housing tax credit application process through Florida Housing Finance Corporation (FHFC) is extremely competitive, so there is no guarantee of any project being funded in Escambia County as developments are competing for funds across the state. Given the funding that FHFC shows available for each RFA, probably only two workforce developments will be funded statewide under this RFA.

Fund 120/SHIP and/or Fund 124/Escambia Affordable Housing funds will only be provided in the event that a development is awarded financing through FHFC during this application cycle. Applications will be brought to the March 5, 2020, Board meeting for review and approval for the local government contribution.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Review of the application process, including proposed changes, must be approved by the Board. Potential funding commitments must be reviewed and approved by the Board.

IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division will post the application online and will review applications with the support of other County departments including Development Services.

Attachments

Draft RFA 2020-208 Application



**ESCAMBIA COUNTY, FLORIDA
LOCAL GOVERNMENT CONTRIBUTION APPLICATION
FOR FHFC HOUSING TAX CREDITS
[RFA 2020-208]**

GENERAL INFORMATION:

This application is solely for the use of applicants seeking the required minimum Local Government Contribution for proposed developments for application to Florida Housing Finance Corporation (FHFC) RFA 2020-208 SAIL Financing for the Construction of Workforce Housing.

This application and supporting documents may be found online at: <https://myescambia.com/our-services/neighborhood-human-services/neighborhood-enterprise/rental-programs>

Questions may be submitted to HTCapp@myescambia.com

FUNDING:

Any funding to be provided by Escambia County State Housing Initiatives Partnership (SHIP) Program and/or Escambia County Affordable Housing program funds will be available only for proposals that meet the County's criteria. Successful applicants must comply with all rules and regulations of the County's housing programs. Funding is subject to availability. In each instance, the minimum contribution required by FHFC will be provided. Escambia County funding will be in the form of a deferred loan, with the provided amount depreciating over the term of the loan, provided the property is not in default of program agreement and mortgage terms.

This funding opportunity may be amended and/or rescinded at any time prior to the final award.

HOMELESS/SPECIAL NEEDS SET ASIDE FUNDING:

For developments that commit a set aside of TWO (2) units for a homeless or special needs set aside, an additional \$100,000 will be provided by the County over and above the minimum contribution required by FHFC. The units must be reserved for an extremely low income (ELI) household or individual according to current income limits, and rent limits on the units must not exceed the current 30% limits for the SHIP Program based on bedroom size as provided by FHFC. The developer may set aside two homeless units, two special needs units, or one of each; the set aside unit requirement is TWO units total.

For homeless units, the developer must commit to working with Opening Doors Northwest Florida (the local homeless Continuum of Care) to receive referrals from homeless/formerly homeless households transitioning

out of COC or locally funded permanent supportive housing. An approved Memorandum of Understanding or Agreement with Opening Doors is not required for this application, but must be provided in advance of the County providing funds.

For special needs units, the developer would need to commit to providing units specifically for households that meet the definition of special needs as defined in Section 420.0004(13) F.S., which is a household receiving benefits from Social Security Disability Insurance, Supplemental Security Income, or Veteran’s Disability; a domestic violence survivor; a young adult formerly in foster care; or a household with a disabling condition requiring independent living services.

The current 30% SHIP income and rent limits (4/24/19 effective date) for Escambia County are as follows (please note that FHFC Multifamily Rental Program 30% income and rent limits posted for Escambia County may differ from the amounts below):

Household Size	Income Limit	Bedroom Size	Monthly Rent Limit
1	\$14,550	0	\$363
2	\$16,910	1	\$393
3	\$21,330	2	\$533
4	\$25,750	3	\$699

TERMS AND CONDITIONS:

1. If awarded funding by FHFC, applicants acknowledge the following regarding Escambia County funding:
 - a. All units supported by County funds must remain affordable for a minimum of 15 years.
 - b. If funding is approved by FHFC, an Agreement will be entered with the Board of County Commissioners prior to official award of Escambia County funding.
 - c. A mortgage and note will be filed against the property. Escambia County acknowledges that this mortgage will be subordinate to other development funding.
 - d. Funding will be in the form of a deferred loan, with the loan amount depreciating over the term of the loan provided that the project is not in default.
 - e. Annual monitoring of the project for compliance with occupancy, rent and income limits, resident program offerings, and property conditions will be required.
2. Applicants acknowledge that all information provided in this application is considered a public record to the extent of the State of Florida public records law.
3. If selected by the County for the local government contribution, the developer will be required to utilize the ECHFA for issuance of any tax-exempt bonds.
4. Funding commitments are good through September 30, 2020 for RFA 2020-208.
5. Incomplete applications will not be considered.
6. The County reserves the right, at its discretion, to waive minor informalities or irregularities in any responses, request clarification/information from the applicants, reject any or all responses in whole or in part, with or without cause, and accept any response, which in the County’s judgment will be in the County’s best interest.
7. Scoring criteria is provided at the end of this document.

8. Any clarification, correction, or change to this application will be made via a written addendum to be made available online at the site above. Any oral or other type of communication regarding this application is not binding.

IMPORTANT DATES:

Please review the following dates and deadlines for each applicable FHFC Request For Applications (RFA). Applications received after the deadline will not be considered.

	RFA 2020-208: Financing for the Construction of Workforce Housing (SAIL funding)
Application Deadline:	5 p.m., February 14, 2020
Board of County Commissioners Meeting:	5:30 p.m. March 5, 2020

THRESHOLD REQUIREMENTS:

Applications that do not meet the following basic project thresholds will not be considered. All threshold requirements must be met at the time of application.

1. Escambia County Local Contribution Application form completed in its entirety (attached)
2. Preliminary Site Plan and Elevation
3. Executed FHFC Ability to Proceed Forms (5) as follows:
 - a. Verification of Availability of Infrastructure-Roads
 - b. Verification of Availability of Infrastructure-Water
 - c. Verification of Availability of Infrastructure-Sewer Capacity, Package Treatment or Septic Tank
 - d. Verification of Availability of Infrastructure-Electricity
 - e. Local Government Verification that Development is Consistent with Zoning and Land Use Regulations
4. Submission of Pre-Application Development Review from Escambia County Development Services for unincorporated County Projects or Predevelopment Review for City Projects with written comments. The address and site considered for review and funding under this RFA must match the address and site reviewed by the applicable review body.
 - a. UNINCORPORATED ESCAMBIA COUNTY PROJECTS: Pre-application meetings are held Wednesdays. Contact 850-595-3472 or developmentreview@myescambia.com to set up a preapplication meeting. Please review the submittal deadlines and complete the "Commercial Site Pre-Application Submittal Checklist" form from <https://myescambia.com/our-services/development-services/development-review/development-review-forms> . Submission will include a Transmittal Letter, Project Information Form, Project Narrative, and Preliminary Site plans to scale. Please note that the County pre-application review comments are only valid for 12 months. The pre-application must be current at the time of the application deadline.

- b. CITY OF PENSACOLA PROJECTS: Development reviews are held Wednesdays at 9 a.m. Contact the City Planning office (<http://www.ci.pensacola.fl.us/289/One-Stop-Development>) at 850-435-5655 or DevelopmentReview@cityofpensacola.com for more information. *You must also contact Marcie Whitaker, City Housing Administrator, at 850-858-0323 or at mwhitaker@cityofpensacola.com to inform of your attendance at the City Preapplication Review.*
5. Evidence of Site Control as documented by a deed or certificate of title, eligible contract, or long term lease per the definitions outlined in the applicable FHFC RFA.
 6. Project Proforma and proposed sources and uses statement
 7. Development Team Information: Developer to provide proof of 5 years' experience in workforce or affordable housing, including information on the development team structure
 8. Property Management Team Information: Developer to provide information on experience of proposed property management team
 9. Evidence of Community Outreach. Developer must provide evidence of direct notification to property owners within 2500 feet of the proposed development by submission of the property owner contact list utilized as well as any other available confirmation. Copies of flyers, emails, mailouts, print advertising, agendas, minutes, sign-in sheets or other evidence indicating review of the proposed project through community meeting(s) with area residents. Please notify the County in advance at HTC@myescambia.com of the date and time of the meeting.
 10. Verification that Project is not located in a FEMA Mapped Special Flood Hazard Area. Staff will verify based on project location.
 11. Verification that Project is not located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area. No projects in Census Tract 16. Staff will verify based on project location.
 12. Applicant or its principals may not be debarred from federal projects or from FHFC projects. Developer may not be on FHFC's non-compliance listing for ANY REASON. Applicant or its principals may not be in default with any County housing programs.

SUBMISSION INSTRUCTIONS:

Submit one (1) original and four (4) copies of the entire application by mail or hand delivery no later than the due date and time listed in the application to:

Escambia County Neighborhood Enterprise Division
FHFC Housing Tax Credit Applications
Meredith Reeves, Division Manager
221 Palafox Place, Suite 200
Pensacola, FL 32502

GENERAL INSTRUCTIONS:

* NO ELECTRONIC COPIES WILL BE ACCEPTED

* Originals and copies must be submitted in the order given below, with labeled tab dividers corresponding to the Attachments and Appendices. Originals and copies must be three hole punched on the left side. Copies may be double sided.

*Please submit the entire application on one Disk or Thumb Drive with all of the below information.

SUBMISSION FORMAT:

APPLICATION (pages 6-11)

ATTACHMENTS (threshold requirement):

Attachment 1: Preliminary Site Plan and Elevation

Attachment 2: FHFC Ability to Proceed Forms

Attachment 3: Pre-Application Development Review with written comments

Attachment 4. Evidence of Site Control

Attachment 5: Proforma and Sources & Uses Statement

Attachment 6: Development Team Information

Attachment 7: Property Management Team Information

Attachment 8: Evidence of Community Outreach

APPENDICES:

Appendix A: Listing of affordable/workforce properties developed or owned in Escambia or Santa Rosa Counties

Appendix B: Listing of affordable or workforce properties managed by property management team in Escambia or Santa Rosa Counties

Appendix C: Design Compatibility Narrative

Appendix D: Local Contractor Verification(s)

Appendix E: Local Partnership Verification(s)

Appendix F: Community Support Verification

Appendix G: Local Community Benefits Narrative

Appendix H: Ability to Proceed Narrative

Appendix I: Additional information requested from DEVELOPER EXPERIENCE SECTION (if applicable)

APPLICATION

1. THRESHOLD REQUIREMENTS:

The following items are thresholds and must ALL be answered YES to be considered for funding. Please acknowledge your responses by checking “yes” or “no” in the columns below.

		Staff Verification
1. Did the developer supply a preliminary site plan and elevation?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
2. Did the Developer provide the five executed FHFC ability to proceed forms?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
3. Did the Developer provide a pre-application review with written comments from Escambia County or the City of Pensacola as appropriate?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
4. Did the developer provide executed evidence of site control?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
5. Did the developer provide a development proforma and sources and uses statement?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
6. Did the developer provide information on the development team?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
7. Did the developer provide information on the property management team?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
8. Did the developer provide evidence of community outreach?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
9. Project is NOT located in a FEMA mapped Special Flood Hazard Area?	<input type="checkbox"/> YES <input type="checkbox"/> NO	
10. Project is NOT located in a Racially and Ethnically Concentrated Area of Poverty (RECAP) area (Census Tracts 16)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
11. The developer or its principals are NOT debarred from federal projects or FHFC projects and developer is not on FHFC’s or Escambia County’s non-compliance listing for any reason	<input type="checkbox"/> YES <input type="checkbox"/> NO	

2. CONTACT INFORMATION:

Applicant Name:

Mailing Address:

Email Address:

Phone Number:

Primary Contact/Title:

Secondary Contact/Title:

3. GENERAL DEVELOPMENT INFORMATION:

FHFC RFA # _____

Development Name: _____

Development Address: _____

Parcel Reference Number: _____

Jurisdiction Location:

Unincorporated Escambia County City of Pensacola

Type of Development (check all that apply):

Elderly Family Special Needs Homeless

Type of Construction:

New Rehabilitation Acquisition/Rehabilitation

Development Design:

Garden Apts High Rise Mid Rise, 4 Stories
 Townhomes Quadraplexes Mid Rise, 5-6 Stories
 Duplexes Other: _____

Total Number of Units: _____

Number of Set Aside Units: _____

Is project located in a 2016 RECAP area (census tract 16)? NO YES (projects located in these census tracts not eligible)

Is project located in a FEMA Special Flood Hazard Area? NO YES (projects located in FEMA SFHA not eligible)

Is the project located in a City or County Community Redevelopment Area? NO YES

If yes, provide name of CRA: _____

Is the project located in a Geographic Area of Opportunity (as determined by current FHFC listing of Geographic Areas of Opportunities)? NO YES

DEVELOPMENT BREAKDOWN BY UNIT. Please show the number of units for each income category.

BR SIZE→	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
↓INCOME LEVEL					
0-30% Area Median Income (AMI)					
31-50% AMI					
51-60% AMI					
61-80% AMI					
81-140% AMI					
TOTALS:					

TOTAL UNITS: _____

PROPOSED RENTS. Please show the proposed rents by bedroom size and income levels.

BR SIZE→	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
↓INCOME LEVEL					
0-30% Area Median Income (AMI)					
31-50% AMI					
51-60% AMI					
61-80% AMI					
81-140% AMI					

4. DEVELOPER EXPERIENCE:

- a. Has any member of the development team or any principals of the development team been associated with any development currently debarred or prohibited from participating in FHFC or another state’s tax credit program? NO YES If yes, please attach a detailed explanation in APPENDIX I.
- b. Has any member of the development team or any principals of the development team been associated with any development that has gone into default or been given a “troubled development” status? NO YES If yes, please attach a detailed explanation in APPENDIX I.
- c. Has any member of the development team or any principals of the development team been associated with any development that has been found in non-compliance with the Escambia County, FHFC or another state tax credit program? NO YES If yes, please attach a detailed explanation in APPENDIX I.
- d. Provide information on your development teams’ housing accomplishments over the past 5 years, including experience with affordable or workforce housing developments. Include summary of staff experience, including organizational chart with names/titles and designation of full or part time status. (ATTACHMENT 6)
- e. Provide listing of properties developed or owned by your agency in Escambia or Santa Rosa Counties (APPENDIX A). If none, attach Appendix A and state such.

5. PROPERTY MANAGEMENT TEAM EXPERIENCE:

- a. Name of Proposed Property Management Company: _____
- b. Address of Management Company: _____
- c. Provide information on the experience of the proposed property management team, specifically with affordable or workforce housing developments. (ATTACHMENT 7)
- d. Provide listing of properties managed by the proposed property management company in Escambia or Santa Rosa Counties (APPENDIX B). If none, attach Appendix B, stating such.

6. DESIGN COMPATIBILITY:

Preliminary Site Plan and Elevations submitted as ATTACHMENT 1.

Provide a narrative describing how the proposed development’s design is appropriate to the neighborhood, including scale and compatibility with existing neighborhood aesthetics. Include whether there is any plan to allow for community involvement to guide the design process. (APPENDIX C)

7. RESIDENT PROGRAM OFFERINGS:

a. FHFC mandates provision of resident programs. Please note the FHFC minimum required resident programs that will be offered at the development:

- Assistance with Light-Housekeeping, Grocery Shopping and/or Laundry (Elderly Only)
- After School Program for Children
- Daily Activities
- Family Support Coordinator
- Homeownership Opportunity Program
- Resident Assurance Check-In Program (Elderly)
- Computer Training
- Employment Assistance Program
- Financial Management Program
- Literacy Training
- Other: _____

b. Please list any resident program offerings in excess of the required minimums from FHFC:

8. LOCAL CONTRACTORS:

Provide evidence that development will use local construction contractors or subcontractors, architects, landscaping firms, environmental services, designers, and/or engineers during the planning and construction of the project that maintain their principal office and place of business in Escambia County, Florida. Provide formal letter(s) on company letterhead that demonstrates partnership with local firms and their capacity in the proposed development. (APPENDIX D)

9. LOCAL PARTNERSHIPS:

Demonstrate partnerships with other not for profits, for profits, or service providers in project development or specific service delivery related to the development. Provide formal letter(s) on company letterhead that demonstrates partnership, MOU, or partnership agreement. (APPENDIX E)

10. EVIDENCE OF COMMUNITY SUPPORT:

Development provided documentation of community outreach as ATTACHMENT 8.

Provide evidence of community support of project as evidenced by meeting minutes, letter(s) of support from property owners in the vicinity of the proposed development, and/or letter(s) of support from local neighborhood groups. (APPENDIX F)

11. FINANCIAL CAPACITY:

a. Total Development Cost: _____

b. Cost per Unit: _____

c. Is project based rental assistance anticipated for this Development? NO YES

If yes, list source of rental assistance: _____

Number of Units to receive assistance:	_____	Years remaining on rental assistance contract:	_____
--	-------	--	-------

d. Attach a 15 year Proforma cash flow and proposed sources and uses of funds to demonstrate long-term cash flow for the development. Documents should be based on assumptions of occupancy, rents, and expenses for the duration of the affordability period. (ATTACHMENT 5)

12. LOCAL COMMUNITY BENEFITS:

Provide a narrative describing programs or amenities that the development will offer to the surrounding community as a whole. If applicable, include ways the development will help redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding community. Provide any market studies or analysis that show that the development will help stabilize or improve the area. Describe any innovative ways to reduce public expense in the area (shared parking, sidewalks, etc.). Describe in detail any planned unit set asides for homeless or special needs households (APPENDIX G), including the set aside type, number of units, BR size, rents, and income limits.

NOTE: For the purposes of this application, a Special Needs person is defined in Section 420.0004(13), F.S., which means an adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits.

13. ABILITY TO PROCEED:

FHFC-required Ability to Proceed forms included as ATTACHMENT 2, Pre-Application Development Review as ATTACHMENT 3, and Evidence of Site Control as ATTACHMENT 4.

- a. Identify how any concerns raised about the ability for the project to proceed as identified in the Pre-Application Review process will be resolved. Provide information about the ability of the project to quickly proceed through underwriting if approved for funding by FHFC. (APPENDIX H)
- b. Provide projected project timeline (subject to FHFC approval and underwriting) after approval of agreement by the BCC. Include key dates, such as permit timing, FHFC funding closing dates, substantial completion, and lease-up.

14. HOMELESS AND/OR SPECIAL NEEDS SET ASIDE

Additional funding in excess of the minimum local government contribution will be provided if developer provides TWO (2) units as a set aside for homeless or formerly homeless households as referred by the local Continuum of Care and/or for special needs households as defined by Section 420.0004(13) F.S. These set aside units must be rented to households at or below 30% AMI with rent limits at the 30% limits by bedroom as provided by the SHIP program. County funding must be shown in development pro-forma.

Indicate if this development is applying for this additional homeless or special needs set aside funding as outlined in the application. NO YES If yes, please continue below.

_____ Number of Homeless Units
 _____ Number of Special Needs Units

Be sure to link how these set asides provide Local Community Benefits in APPENDIX G (See QUESTION 12).

CERTIFICATION:

The proposer certifies that all documents included with this application are valid as of the date of this application and that current, dated copies have been submitted with this proposal. The person executing this document represents that s/he has the authority to bind the applicant. All items must be complete and included in the response by the deadline in order to meet minimum qualifications.

Signature: _____ Date: _____

SCORING CRITERIA

FHFC RFA # _____

Development Name: _____

Reviewer: _____

TO BE COMPLETED BY STAFF. SCORING SHEET PROVIDED FOR INFORMATION PURPOSES ONLY.

Description	Maximum Points Available	Points Awarded
Developer Experience	20	
*Is the developer currently debarred or prohibited from participating in FHFC programs? *Does the developer have any areas of non-compliance with FHFC or Escambia County? *Does the developer have adequate experience to complete this type of project? Comments:		
Property Management Experience	10	
*Did the developer provide listings of properties managed by the proposed property manager in Escambia and Santa Rosa Counties? *Does the property management team have experience managing properties of this type? Comments:		
Design Compatibility	15	
*Does the developer provide a narrative describing how the proposed development's design is appropriate to the neighborhood? *Does the developer have a plan to allow for community involvement to guide the design process? *Is the scale of the proposed development appropriate for the surrounding neighborhood? *Does the development display compatibility with existing properties? *Does the development provide any innovative design features, such as crime prevention through environmental design? Comments:		
Resident Program Offerings	5	
*Does the developer offer resident programs in excess of the required minimums from FHFC (for family units, three programs are required; for elderly units, 24 hr support plus 3 additional programs are required)?		

Comments:		
Local Contractors	5	
*Does the developer propose using local construction contractors, architects, designers, engineers, and/or professional services?		
Comments:		
Local Partnerships	5	
*Did the developer provide evidence of partnership(s) with local agencies to provide specific service delivery related to the project?		
Comments:		
Community Support	10	
*Did the developer provide evidence of notification in the form of emails, and/or mailouts to owners within 2500 feet of the proposed project?		
*Was any other advertising performed?		
*Did the developer hold a community meeting in the vicinity of the proposed development and provide agenda, minutes, and sign in sheets?		
*Did the developer provide letter(s) of support from local neighborhood groups regarding the development?		
Comments:		
Target Areas	5	
*Is the project located within a City or County Community Redevelopment Area? OR		
*Is the development located within an Area of Opportunity?		
Comments:		
Financial Capacity	10	
*Does the development proforma indicate sufficient funding to complete the project?		
Comments:		
Local Community Benefits	10	
*Does the development provide programs or amenities that are available to the surrounding neighborhood?		

<p>*Does the development look to redevelop vacant or abandoned properties, brownfield sites, or severely blighted properties that are negatively impacting the surrounding neighborhood?</p> <p>*Does the development provide any innovations that may reduce public expenses in the area?</p> <p>*Will the development provide any set asides for ELI homeless or special needs households?</p>		
<p>Comments:</p>		
Ability to Proceed	5	
<p>*Did the development provide ability to proceed forms demonstrating availability of roads, water, sewer, and electrical services at the site?</p> <p>*Is the development appropriately zoned and consistent with local land use regulations regarding intended use and density?</p> <p>*Based on Preapplication Review from County/City, how able is the development to proceed?</p> <p>*Does the developer have evidence of site control?</p>		
<p>Comments:</p>		
Total Points (minimum of 80 points required for submission to BCC for Local Government Contribution):		/100



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17346

County Attorney's Report 9. 1.

BCC Regular Meeting

Action

Meeting Date: 01/23/2020

Issue: Approval of Proposed Settlement of Workers' Compensation Case Brought by Frederick Barlow

From: CHARLES PEPPLER, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Proposed Settlement of Workers' Compensation Case brought by Frederick Barlow .

That the Board approve a proposed settlement in the sum of \$8,000.00 payable to Frederick Barlow in exchange for a complete resolution of all claims for workers' compensation benefits. The County would be responsible for payment of the settlement sum.

BACKGROUND:

Mr. Barlow asserts a Workers' Compensation claim of hearing loss arising from a November 21, 1983 date of accident while employed with the Sheriff of Escambia County as a Sheriff's deputy. At that time, Escambia County had an interlocal agreement with the Sheriff to provide Workers' Compensation benefits for the Sheriff's employees. Thus far, the only benefits that have been paid are authorized medical treatment. For the past ten years he has been receiving treatment from an audiologist affiliated with the West Florida Medical Center Clinic. It appears that Mr. Barlow will continue to remain entitled to authorized medical care and treatment for his hearing condition for the foreseeable future. His hearing aids were recently replaced in April of 2019 at the cost of almost \$7,000.00. Mr. Barlow has reported a worsening of his hearing loss, so it can be expected that his hearing aids will need to be replaced at more frequent intervals. Mr. Barlow is currently 82 years of age, and his life expectancy is approximately another 7 years. He has long been retired as a Sheriff's deputy.

A proposed settlement agreement was reached with Mr. Barlow in which he would be paid \$8,000.00 in exchange for release of all future Workers' Compensation

liability. Because the self-insured retention has not been exhausted, the County is ultimately responsible for reimbursing the settlement proposal. The proposed settlement would fully resolve any and all medical benefits, indemnity benefits and any other benefits under the Florida's Workers' Compensation Act to which the claimant could be entitled. The proposed settlement is well below the \$25,000.00 threshold for review by the Center for Medicare Services and, therefore, a Medicare set-aside is not required.

Brian T. Hanley, an attorney with the Public Entity Legal Solutions law firm which represents the County in this proceeding has recommended settlement upon the terms set forth above.

BUDGETARY IMPACT:

The appropriate reserves from Internal Service, 501 Fund have been set to fund the self-insured retention portion of the settlement.

LEGAL CONSIDERATIONS/SIGN-OFF:

Retained counsel will prepare the settlement documents.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17373

County Attorney's Report 9. 1.

BCC Regular Meeting

Information

Meeting Date: 01/23/2020

Issue: Conclusion of Foreclosure Lawsuits for Municipal Services
Benefit Unit Special Assessment Liens on Santa Rosa Island
Properties

From: ALISON ROGERS, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Conclusion of Foreclosure Lawsuits for Municipal Services
Benefit Unit Special Assessment Liens on Santa Rosa Island Properties.

That the Board accept the following information:

The County Attorney's Office has concluded the final foreclosure lawsuit for Municipal Services Benefit Unit (MSBU) special assessment liens for Santa Rosa Island properties.

BACKGROUND:

Annual lawsuits were filed following the Board's authorization to foreclose the MSBU special assessment liens in September 2002. The final foreclosure action was filed in 2017 to recover unpaid MSBU special assessments for the 2012 tax year. (Since 2012, the Board has used the Uniform Collection Method, and the MSBU special assessments are included on the annual tax bill.) The final outstanding MSBU special assessment liens were paid at the end of 2019, and the lawsuits concluded.

Since 2003, the aggregate amount collected from the annual lawsuits is estimated at more than a half-million dollars.

BUDGETARY IMPACT:

Over \$500,000 was collected and returned to the General Fund from the beginning of collection efforts in 2003.

LEGAL CONSIDERATIONS/SIGN-OFF:

All work associated with preparing the notices and litigating the lawsuits was handled within the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

The Clerk of Court's Official Records and IT Divisions worked closely with the County Attorney's Office in identifying unpaid liens and collecting the outstanding amounts due after the notices were mailed. Their assistance was invaluable during the course of the foreclosure lawsuits.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17387

County Attorney's Report 9. 2.

BCC Regular Meeting

Information

Meeting Date: 01/23/2020

Issue: Summary Judgment - Estate of Alfred E. Wesley v. Escambia County, et al., Case No.: 3:18-cv-1368-TKW/HTC

From: CHARLES PEPPLER, Deputy County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Summary Judgment in Favor of County in the matter of the Estate of Alfred E. Wesley v. Escambia County, et al., Case No.: 3:18-cv-1368-TKW/HTC.

That the Board accept the following informational report concerning the Estate of Alfred E. Wesley v. Escambia County, Dr. Lawrence Mobley and Andrea Lewis, ARNP, Case No.: 3:18-cv-11368-TKW/HTC.

BACKGROUND:

Mr. Wesley was arrested and booked into the County Jail on December 9, 2015. Dr. Mobley started Mr. Wesley on a regimen of Risperdal for symptoms related to schizophrenia. After three weeks, Mr. Wesley began experiencing slurred speech, mumbling and drooling. This was an abrupt change from when last seen and the Risperdal was discontinued by Dr. Mobley. Mr. Wesley was then placed in the jail infirmary which required hourly observations. During one of those observations, he was found unconscious and immediately transported to the hospital where he was pronounced dead on January 15, 2016. The autopsy later showed extensive cardiac disease.

US District Court Judge T. Kent Wetherell II granted the County's, Dr. Mobley's and Ms. Lewis' motions for summary judgement and dismissed the case in its entirety. Judge Wetherell found that the County, Dr. Mobley and Ms. Lewis were not deliberately indifferent to the medical needs of Mr. Wesley and did not cause his death. The written order by Judge Wetherell is attached. The Estate would have thirty days to appeal to the U.S. Eleventh Circuit Court of Appeals in Atlanta. It is not known whether the Estate's attorneys are planning to appeal. The County would be entitled to what is known as taxable costs in the form of deposition transcripts, photocopies, etc.

However, the Estate is more than likely without any assets at this point. The County, Dr. Mobley and Ms. Lewis were represented by attorneys retained by the County's detention liability carrier, Brit's Syndicate, through Western Litigation, the third-party administrator.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Order Granting Summary Judgment

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION**

LONNIE WESLEY, as personal
representative of the estate of
Alfred E. Wesley,

Plaintiff,

v.

Case No. 3:18cv1368-TKW-HTC

ESCAMBIA COUNTY, et al.,

Defendants.

ORDER GRANTING SUMMARY JUDGMENT

This case is before the Court on Defendants' joint motion for summary judgment (Doc. 18). Plaintiff filed a response in opposition to the motion (Doc. 21), and Defendants filed a joint reply (Doc. 23). Upon due consideration of these filings and the attached exhibits, the Court finds that the motion is due to be granted for the reasons that follow.

Facts

Plaintiff is the personal representative of the estate of Alfred Wesley, who died while in custody at the Escambia County Jail. Defendants are Escambia County, Dr. Lawrence Mobley (the jail's on-site psychiatrist), and advanced registered nurse practitioner (ARNP) Andrea Lewis.

Mr. Wesley was arrested and booked into the jail on December 9, 2015. Two days later, Dr. Mobley started Mr. Wesley on Risperdal (Risperidone), an antipsychotic medication for his schizophrenia.¹

On December 29, Dr. Mobley conducted a follow-up evaluation and reported that the medications were “working just fine” with no side effects. On January 11, 2016, Mr. Wesley was evaluated by a nurse who noted that his speech was “mumbling and difficult to understand.” Two days later, a nurse referred him ARNP Lewis because of “the slurred speech and drooling issue.” Mr. Wesley died two days later, on January 15, 2016.

On the morning of Mr. Wesley’s death (around 8:00 a.m.), ARNP Lewis physically examined him. The record of ARNP Lewis’s examination states that Mr. Wesley was “non-verbal . . . staring at ARNP . . . not responding to questions”; “tongue mobile, protrudin[g] from mouth at rest”; “[s]peech garbled, unclear”; and “able to reach out upon request.” Her assessment concluded that Mr. Wesley had a “speech deficit,” and to rule out tardive dyskinesia² caused by a medication reaction. Her plan stated, “Will discuss change in speech with [Mental Health] Dr. Mobley.”

¹ It is undisputed that this course of treatment was proper. Indeed, Dr. Mobley successfully treated Mr. Wesley with Risperdal for several months earlier in 2015 when Mr. Mosey was in the jail for prior arrests. Also, Mr. Wesley’s medical records showed that he had been continuously treated with Risperdal between April 1997 and August 2012 with no reports of adverse side effects.

² Tardive dyskinesia is a “chronic and potentially irreversible movement disorder associated with long-term use of antipsychotic medications.”

ARNP Lewis testified in her deposition that she notified the Mental Health section about her concern that Mr. Wesley was suffering a medication side effect because of his tongue movements. She knew Dr. Mobley was present that day and expected he would promptly act on her request. When she charted her examination of Mr. Wesley that afternoon (at 2:12 p.m.), she knew that Dr. Mobley had already acted on her request and had implemented a treatment plan because she could see his notes in the computer.³

Dr. Mobley charted his encounter with Mr. Wesley at 11:16 a.m. Dr. Mobley wrote in the medical records that he was asked to see Mr. Wesley “at the request of medical.” His notes state the following:

He has had an abrupt change. When seen by me in December, he was doing fairly well and conversation was superficial but he was not blatantly psychotic. Recently he has started to mumble with a thick tongue protruding through his lips. He has also been hiding under the cover and not talking at all . . . he starts to talk in mumbles that are not comprehensible. He does appear still in his neck and shoulders. He can completely stick his tongue and it does not push in either direction, it is midline. Medical has examined him and ordered some lab to further evaluate.

³ ARNP Lewis testified that Mr. Wesley was one of the first patients she saw after starting her rounds at 8:00 a.m., and that her charts indicate the time as 2:12 p.m. because she electronically logs her notes at the end of her shift. Plaintiff disputes that ARNP Lewis’s evaluation occurred prior to Dr. Mobley’s evaluation since her notes state the time as 2:12 p.m. and there is no documentary evidence of an earlier time. Also, Plaintiff contends that ARNP Lewis did not discuss her findings with Dr. Mobley or otherwise express her concerns to Mental Health because her 2:12 p.m. note says that she “[w]ill discuss changes” with Dr. Mobley, and at that time Dr. Mobley had already conducted his evaluation. However, this disputed fact is not material as explained below.

Dr. Mobley documented his “impression” that Mr. Wesley was likely having extrapyramidal symptoms (EPS)⁴ and muscle rigidity from the Risperdal. To treat the condition, Dr. Mobley ordered: 1) discontinuation of Risperdal, 2) Benadryl to counteract Parkinsonism symptoms, 3) Ativan to counteract the EPS side effect and reduce Mr. Wesley’s anxiety, and 4) for Mr. Wesley to return for a follow up in 72 hours. Additionally, Mr. Wesley was housed in the infirmary which required hourly visual observation of the inmates.

That evening, at 8:00 p.m., the officer conducting visual observations saw Mr. Wesley lying on the floor, so the officer opened the door and confirmed that Mr. Wesley’s eyes were open and that he was breathing. At 8:52 p.m., the officer found Mr. Wesley unconscious. EMS transported Mr. Wesley to the hospital where he was pronounced dead. Plaintiff has no issue with the care provided Mr. Wesley after he was discovered unresponsive.

An autopsy determined that hypertensive and atherosclerotic cardiac disease caused Mr. Wesley’s death, with smoking and schizophrenia/psychosis as contributors. The parties agree that “Wesley died of a heart dysrhythmia known as

⁴ EPS are well-known and common side effects of anti-psychotic medications. EPS primarily manifests itself in the following states: 1) parkinsonism (“characterized by slow movement, resting tremors, cogwheel rigidity, and motor retardation”), 2) akathisia (“presents as motor restlessness with a compelling urge to move”), and 3) dystonia (“involuntary contractions of muscle groups including the neck, trunk, eyes, and tongue”). Dystonic symptoms include “protrusion of the tongue” and can result in difficulty with speech.

Torsades de Pointes, caused by a prolonged QT interval of the heart. . . The *Torsades* developed at or near the time Wesley was discovered unresponsive in his cell.”

A prolonged QT and *Torsades* are only diagnosable through an EKG. Drawing all inferences in favor of Plaintiff, had Mr. Wesley been referred to the emergency department by either ARNP Lewis or Dr. Mobley following their evaluations, an EKG would have been performed, and the underlying cardiac condition would have been discovered. Both Dr. Mobley and ARNP Lewis possessed the authority to refer patients to the emergency room.

Plaintiff contends that some physical symptoms Mr. Wesley presented when evaluated were distinct from EPS (thick protruding tongue and cognitive changes) and could have been caused by a variety of other conditions (allergic reaction, stroke, head injury, etc.) only able to be ruled out in an emergency department. Additionally, Plaintiff notes that his acute change in condition occurred after a long history of taking Risperdal without adverse effect.

However, the parties agree that, in retrospect (with the benefit of the autopsy report), all of Mr. Wesley’s physical symptoms presented at the evaluations,⁵ were consistent with EPS and that Dr. Mobley’s diagnosis was ultimately correct. The

⁵ Plaintiff’s expert opined that after the autopsy report ruled out the other possible causes for the tongue activity, then, and only then, did they know that the tongue issue was likely dystonia, which is under the EPS umbrella.

parties further agree that EPS is not a life-threatening condition requiring referral to an emergency room. Plaintiff does not contend that Dr. Mobley's treatment plan for Mr. Wesley's EPS symptoms was inappropriate; rather, Plaintiff only claims that Dr. Mobley should have referred Mr. Wesley to the emergency room to rule out the other possible conditions (allergic reaction, stroke, head injury, etc.). Essentially, Plaintiff contends that "guesses that ultimately turn out to be correct can, nevertheless breach the standard of care."

The parties agree that there are "very few physical symptoms of a prolonged QT interval or Torsades. When present, such symptoms include dizziness with syncope/collapse, or full cardiac arrest . . . No such symptoms were present in Wesley." Plaintiff agrees that "Wesley's death from cardiac issues was not foreseeable to Lewis or Mobley" when limited to the snapshot of physical symptoms he presented to them at the time of their evaluations, but Plaintiff points to evidence that Mr. Wesley was generally at risk of a cardiac condition at the time of the evaluations and suggests (but does not expressly state) that Defendants should have been aware of it. Specifically, Plaintiff relies on expert testimony that Mr. Wesley's psychotic history, uncontrolled hypertension/cardiomyopathy, and stress caused by the EPS episode, created the "perfect picture for a storm of somebody having a cardiac arrest."

Procedural History

In January 2018, Plaintiff filed a complaint in state court against Escambia County and ARNP Lewis and Dr. Mobley in their individual capacities. The complaint brings claims against ARNP Lewis and Dr. Mobley pursuant 42 U.S.C. §1983 for deliberate indifference to Mr. Wesley's serious medical needs in violation of the Fourteenth Amendment to the U.S. Constitution; and a §1983 claim against Escambia County for its role in operating the Escambia County Jail and for the actions of ARNP Lewis and Dr. Mobley as its *de facto* policymakers.

After Defendants were served with the complaint, they timely removed the case to this Court. Defendants answered the complaint and the parties engaged in almost a year of discovery. After discovery closed, Defendants moved for summary judgment on all counts alleged in the complaint. The motion was fully briefed and is now ripe for a ruling.

Summary Judgment Standard

“The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a); *see also Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986). The moving party “bears the initial burden of demonstrating the absence of a genuine dispute of material fact.” *Baas v. Fewless*, 886 F.3d 1088,

1091 (11th Cir. 2018) (citations omitted). Once the moving party has met its burden, the non-moving party must put forward specific facts showing a genuine issue for trial. *See Celotex Corp.*, 477 U.S. at 324.

In reviewing a motion for summary judgment, the Court views the facts in the light most favorable to the non-moving party and draws all reasonable inferences in favor of that party. *Mann v. Taser Int'l, Inc.*, 588 F.3d 1291, 1303 (11th Cir. 2009). However, “the mere existence of *some* alleged factual dispute between the parties will not defeat an otherwise properly supported motion for summary judgment; the requirement is that there be no *genuine* issue of *material* fact.” *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 247-48 (1986). An issue of fact is “material” if it might affect the outcome of the case under the governing law, and it is “genuine” if the record taken as a whole could lead a rational factfinder to find for the non-moving party. *Id.* at 248; *see also Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586 (1986) (“[The non-moving party] must do more than simply show that there is some metaphysical doubt as to the material facts.”).

Analysis

Individual Capacity Claims

Plaintiff brings §1983 claims against ARNP Lewis and Dr. Mobley for their alleged deliberate indifference to Mr. Wesley’s serious medical needs. Defendants

argue that they are entitled to summary judgment on these claims because the undisputed evidence refutes Plaintiff's claims of deliberate indifference. The Court agrees.

The Fourteenth Amendment prohibits deliberate indifference to a pretrial detainee's serious medical needs. *Colardo-Keen v. Rockdale Cty.*, 775 F. App'x 555, 564 (11th Cir. 2019). To establish a claim of deliberate indifference, a plaintiff must demonstrate: "(1) a serious medical need; (2) a defendant's deliberate indifference to that need; and (3) causation between that indifference and the plaintiff's injury." *Id.* (quoting *Melton v. Abston*, 841 F.3d 1207, 1220 (11th Cir. 2016)). A serious medical need is "one that has been diagnosed by a physician as mandating treatment or one that is so obvious that even a lay person would easily recognize the necessity for a doctor's attention." *Farrow v. West*, 320 F.3d 1235, 1243 (11th Cir. 2003).

Here, the parties agree that Mr. Wesley had an objectively serious medical need requiring treatment; however, the parties dispute whether ARNP Lewis and Dr. Mobley were deliberately indifferent to that need.

To establish deliberate indifference, a plaintiff must prove "(1) subjective knowledge of a risk of serious harm; (2) disregard of that risk; and (3) by conduct that is more than mere negligence." *Melton*, 841 F.3d at 1223. To have subjective knowledge of a risk, the defendant must be "aware of facts from which the inference

could be drawn that a substantial risk of serious harm exists, and he must also draw the inference.” *Nam Dang ex rel Vina Dang v. Sheriff, Seminole Cty.*, 871 F.3d 1272, 1280 (11th Cir. 2017) (quoting *Caldwell v. Warden, FCI Talladega*, 748 F.3d 1090, 1099–1100 (11th Cir. 2014)). “[A] factfinder may conclude that a prison official knew of a substantial risk from the very fact that the risk was obvious.” *Brennan v. Thomas*, 780 F. App'x 813, 821 (11th Cir. 2019); *McDaniels v. Lee*, 405 F. App'x 456, 458 (11th Cir. 2010) (“[A] plaintiff may show subjective knowledge by offering specific facts showing that a defendant knew of a plaintiff's medical history.”). But a defendant's “failure to alleviate a significant risk that he should have perceived but did not” does not constitute deliberate indifference. *Brennan*, 780 F. App'x at 821.

With respect to the third element of deliberate indifference, conduct constituting more than mere negligence includes: “(1) knowledge of a serious medical need and a failure or refusal to provide care; (2) delaying treatment for non-medical reasons; (3) grossly inadequate care; (4) a decision to take an easier but less efficacious course of treatment; or (5) medical care that is so cursory as to amount to no treatment at all.” *Baez v. Rogers*, 522 F. App'x 819, 821 (11th Cir. 2013).

Here, Defendants claim that summary judgment is appropriate because no evidence demonstrates that they had subjective knowledge that Mr. Wesley was suffering from prolonged QT interval or any other life-threatening condition.

Rather, Defendants contend that they diagnosed him as suffering from EPS (or in ARNP Lewis's case, tardive dyskinesia) and responded promptly with appropriate treatment.

With respect to ARNP Lewis, the undisputed evidence shows that she responded to the nurse's request that she evaluate Mr. Wesley because of his speech issues; she physically evaluated Mr. Wesley; she decided that referral to Dr. Mobley was the appropriate treatment at that time; and she confirmed that he was in fact seen by Dr. Mobley. Under these circumstances, it cannot be said that ARNP Lewis provided grossly incompetent treatment.

The Court has not overlooked Plaintiff's argument that ARNP Lewis failed to personally effectuate the referral and failed to carry out her treatment plan of discussing her findings with Dr. Mobley. The evidence refutes this claim, which is premised on a misunderstanding of the timing of the examinations by ARNP Lewis and Dr. Mobley. However, even if Plaintiff was correct about the timing, and even if ARNP Lewis' alleged inaction constitutes deliberate indifference, such indifference would not have proximately caused any harm to Mr. Wesley since Dr. Mobley evaluated Mr. Wesley's speech issue and ruled out the tardive dyskinesia diagnosis. Plaintiff also faults ARNP Lewis for not taking Mr. Wesley's vital signs,

but Plaintiff does not suggest why that would have been helpful given that prolonged QT was only diagnosable through an EKG.

With respect to Dr. Mobley, the undisputed evidence shows that he acted promptly by evaluating Mr. Wesley the morning he received the referral, he (correctly) diagnosed Mr. Wesley's presenting physical symptoms as EPS, and he effectuated a plan that was admittedly appropriate to treat EPS. Accordingly, Dr. Mobley was not indifferent to Mr. Wesley's need for medical treatment of EPS.

The Court has not overlooked the experts' disagreement as to whether Mr. Wesley presented a substantial risk of a cardiac issue despite not presenting the physical symptoms of prolonged QT interval or *Torsades*. However, even if Defendants should have been aware of the risk due to his underlying heart condition and stress, Plaintiff failed to show that the risk was so obvious that a reasonable jury could infer that Defendants actually perceived the risk. Thus, Defendants' decision not to refer Mr. Wesley to the emergency room, even in the light most favorable to Plaintiff, did not constitute deliberate indifference.

Accordingly, summary judgment is due to be granted on the claims against ARNP Lewis and Dr. Mobley.

Claims Against Escambia County

Plaintiff alleges that Escambia County was deliberately indifferent to Mr. Wesley's medical condition by: 1) its employees' actions as *de facto* policymakers; 2) its failure to "implement rules and procedures to ensure that the staff . . . provided medical treatment;" and 3) its failure to "adequately train its employees." Defendants argue that they are entitled to summary judgment because Plaintiff failed to show that Dr. Mobley or ARNP Lewis were deliberately indifferent to Mr. Wesley's serious medical needs or that Defendants were deliberately indifferent through any other policy, practice, or custom. The Court agrees with Defendants.

To establish a § 1983 claim against a municipality for deliberate indifference, a plaintiff must show "(1) that his constitutional rights were violated; (2) that the municipality had a custom or policy that constituted deliberate indifference to that constitutional right; and (3) that the policy or custom caused the violation." *McDowell v. Brown*, 392 F.3d 1283, 1289 (11th Cir. 2004). Since Plaintiff failed to show that Defendants violated Mr. Wesley's constitutional rights in any manner, summary judgment is due to be granted on this claim.

Conclusion

In sum, it is undisputed that Mr. Wesley died from a medical condition different than the condition for which Plaintiff concedes that he was properly

diagnosed and treated, and even when the evidence is construed in the light most favorable to Plaintiff, it does not support his theory that Defendants were deliberately indifferent to the condition from which he died by not sending him to the hospital to rule out unrelated conditions that jail medical staff correctly determined that he did not have. Indeed, the happenstance that the condition from which Mr. Wesley died may have been discovered had he been unnecessarily sent to the hospital does not come close to meeting the standard for deliberate indifference. Accordingly, it is

ORDERED that:

1. Defendants' joint motion for summary judgment (Doc. 18) is **GRANTED**.
2. The Clerk shall enter judgment in favor of Defendants and close the file.

DONE and ORDERED this 13th day of January, 2020.

T. Kent Wetherell, II

T. KENT WETHERELL, II
UNITED STATES DISTRICT JUDGE