

## **AGREEMENT FOR SECURITY GUARD SERVICES – COUNTY WIDE**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Mason Evans Inc., a Florida corporation, whose address is 1314 Cape Coral Pkwy East, Suite 206, Cape Coral, FL 33904, and whose federal tax identification number is 20-8409563, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to purchase security guard services from the Vendor in connection with "Security Guard Services – County Wide" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP210146BJB on March 18, 2022 (the "Solicitation"); and,

**WHEREAS**, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

**WHEREAS**, the County posted a Notice of Intended Decision on June 3, 2022; and,

**WHEREAS**, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

**NOW, THEREFORE**, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

### **I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in the Scope of Work sections 1 through 19 of RFP210146BJB, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation # RFP210146BJB, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

### **II. TERM AND DELIVERY**

A. This Agreement shall commence immediately upon the effective date and shall continue for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement

term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be September 25, 2022.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

### **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

**V. ADDITIONAL PURCHASES**

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

**VI. LIABILITY OF VENDOR**

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

**VII. VENDOR'S INSURANCE**

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.

B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

### **VIII. RESPONSIBILITIES OF THE VENDOR**

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
  - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, [PRRCustodian@leegov.com](mailto:PRRCustodian@leegov.com); <http://www.leegov.com/publicrecords>.**

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

#### **IX. OWNERSHIP OF PRODUCTS**

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

**X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

**XI. COMPLIANCE WITH APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

**XII. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

**XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

**XIV. STOP WORK ORDER**

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or

3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

#### **XV. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.



- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

<u>Vendor's Representative</u>		<u>County's Representative</u>		
Name:	David Evans	Names:	Roger Desjarlais	Mary Tucker
Title:	Vice President	Titles:	County Manager	Procurement Management Director
Address:	1314 Cape Coral P East, Cape Coral, FL 33904	Address:	P.O. Box 398 Fort Myers, FL 33902	
Telephone:	(239) 542-1113	Telephone:	(239) 533-2221	(239) 533-8881
Facsimile:	(239) 542-8880	Facsimile:	(239) 485-2262	(239) 485-8383
Email:	david@masonevansinc.com	Email:	rdesjarlais@leegov.com	mtucker@leegov.com

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
  1. Agreement
  2. County's Purchase Order
  3. Solicitation
  4. Vendor's Submittal in Response to the Solicitation

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

**MASON EVANS INC.**

Signed By: \_\_\_\_\_

Signed By: \_\_\_\_\_

Print Name: Ian R Mason

Print Name: David E Evans

Title: Co-Owner and Vice-President

Date: 15th June, 2022

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
CHAIR

DATE: 8-5-22

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Kevin C. Karnes, Clerk

BY: \_\_\_\_\_  
**Melissa Butler**  
Deputy Clerk



APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

BY: \_\_\_\_\_  
OFFICE OF THE COUNTY ATTORNEY

## **EXHIBIT A SPECIAL CONDITIONS AND SCOPE OF WORK**

VER 08-20-2020

### **SPECIAL CONDITIONS**

These special conditions are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

#### **1. EXAMINATION OF SITES AND OTHER RELATIVE MATERIAL**

- 2.1 The Vendor shall have visited the site(s) and fully acquainted and familiarized themselves with the conditions, as they exist and the operations that are to be completed. The Vendor shall make such investigations so that they may fully understand the facilities, difficulties, and restrictions attending the execution of the work.
- 2.2 The failure or omission of the Vendor to receive or examine any instruction or any part of the specifications or to visit the site(s) and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance, shall not relieve the Vendor of any obligation to perform as specified herein.
- 2.3 Vendor understands the intent and purpose thereof and their obligations thereunder and that the Vendor shall not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.

#### **2. BACKGROUND CHECKS**

- 2.1. The Vendor shall conduct background checks of its employees, agents, representatives and subcontractors who perform the services provided for the County. The cost of the background checks will be borne by the Vendor.
- 2.2. At a minimum, the following background and criminal history areas must be checked and screened:
  - Social Security Trace and Address History
  - National Federal Criminal Search
  - National Criminal Database
  - County Criminal
  - National Sex Offender Registry and Violent Abuse Registry
- 2.3. The Vendor may be required to provide proof and documentation of those background checks to the County. The County may require that the Vendor exclude employees, agents, representative, or subcontractors based on the background checks outcomes and results.
- 2.4. The Vendor must ensure that all persons have a responsibility to self-report to the Vendor within three (3) calendar days any arrest for any disqualifying offense. The Vendor must notify the County within twenty-four (24) hours of all details concerning any reported arrest.
- 2.5. Upon the request of the County, the Vendor will re-screen or perform background checks any of its employees, agents, representatives and subcontractors performing the required services for the County during the entire term of the agreement.
- 2.6. The Vendor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all its employees, agents, representatives and subcontractors hired during the term of the Contract for the services specified.

**3. METHOD OF PAYMENT**

- 3.1. Billing for services shall be paid on a monthly basis, after receipt of an invoice from the Vendor at the end of each time period of one (1) month. The invoice shall be for the previous month's service period and personnel time sheets will accompany the invoice to verify the monthly charges.
- 3.2. The COUNTY will not pay for any training of Vendor's personnel. Any training times will be noted on the personnel time sheet as non-chargeable time.

End of Special Conditions

## SCOPE OF WORK

### 1. GENERAL SCOPE OF PROJECT

- 1.1. Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide security guard services to Lee County Departments and Divisions on an as needed basis. The services desired are for both armed and unarmed security guard(s). All positions shall be paid on an hourly basis. The Vendor shall provide all labor, management, supervision, supplies, equipment, transportation, training, certifications, uniforms, and associated materials to complete the required services.
- 1.2. The Vendor shall provide security guard services in accordance with Florida State Statute 493 "Private Investigative, Private Security, and Repossession Services".
- 1.3. Vendor shall furnish personnel qualified and capable of performing security guard services, as described herein. Vendor shall ensure that all personnel are trained, briefed, and fully qualified to perform their assigned duties and responsibilities.

### 2. LICENSING REQUIREMENTS

- 2.1. At a minimum, the Vendor shall possess one of the following licenses as administered by the State of Florida, Division of Licensing:
  - 2.1.1. Class "B" – Security Agency
  - 2.1.2. Class "BB" – Security Agency Branch Office
- 2.2. At a minimum, the Vendor shall provide unarmed security guards that possess a "D" license as required by the State of Florida, Division of Licensing.
- 2.3. At a minimum, the Vendor shall provide "as-needed" armed security guards that possess a "G" license as required by the State of Florida, Division of Licensing.

### 3. SUPERVISION

- 3.1. The Vendor shall be responsible for the supervision and scheduling of its personnel while servicing this agreement. At minimum, the Vendor shall appoint a supervisor or crew leader, for each shift, to carry out these functions as well as act as an agent for the Vendor in his/her absence to work with Department/Division, in carrying out the assignments requested by the County.
- 3.2. Supervisor(s) shall patrol the buildings or event(s) on a regular basis, especially at start of shift (particularly first shift), shift end, and shift changes to ensure proper/required coverage.
- 3.3. Supervisor(s) shall fill-in for any vacant assignment or tardy personnel, until order and proper discipline is restored; it's the supervisor responsibility to ensure that posts are filled at all times, and that the guard(s) or monitor(s) are awake/alert and performing their duties.
- 3.4. Supervisor(s) shall utilize a degree of continuity, reliability and familiarization with Lee County facilities, venues, events, and personnel.
- 3.5. Supervisor(s) shall maintain complete knowledge and an understanding of the requirements of each post and its assignment.

**4. PERSONNEL REQUIREMENTS**

- 4.1. Vendor's personnel shall be well-trained, experienced, and alert, interested, and reliable personnel selected to protect the County's personnel, property, its guest/visitors, and the general public.
- 4.2. Vendor's personnel shall be mentally and physically competent to perform the services required. The Vendor shall at all times enforce strict discipline and good order among their personnel.
- 4.3. Vendor's personnel must be able to professionally enforce rules and regulations in a professional and courteous manner to ensure a safe and enjoyable atmosphere for staff and guests.
- 4.4. All personnel performing services under this contract shall demonstrate acceptable cleanliness and hygiene.
- 4.5. All personnel shall be fluent and able to read, write, speak, understand, and fully literate in the English language.
  - 4.5.1. When possible, the COUNTY encourages the Vendor to provide security guards that have bi-lingual capabilities.
- 4.6. All personnel shall be able to communicate coherently and understandably, even fully and clearly in times of stress.
- 4.7. All personnel shall be able to understand detailed written orders, training instructions, and materials with the ability to compose reports that convey complete information.

**5. CONDUCT OF PERSONNEL**

- 5.1. Vendor's personnel shall perform all services in a courteous and professional manner at all times conducting themselves in a way that reflects positively on the County and Vendor. A firm, yet non-confrontational, non-threatening and non-combative approach shall be utilized at all times.
- 5.2. The following types of conduct performed by the Vendor's personnel may result in an immediate dismissal:
  - 5.2.1. At no time shall Vendor's personnel use derogatory or offensive language, gestures or actions.
  - 5.2.2. At no time, on or off duty, shall any personnel of the Vendor, usurp, misuse or leverage their position to:
    - Seek autograph, photos, or receive special favor connected with an event.
    - Take items or property not belonging to them.
    - Ask for free food, beverage, merchandise or admission tickets; or
    - Permit entrance or parking privileges of any person into a facility without proper credentials or authorization

**6. UNIFORMS**

- 6.1. Vendor shall supply and pay for distinctive clean, neat appearing uniforms for their employees and require them to be worn while performing the services provided herein.
- 6.2. Uniforms shall consist of, but are not limited to approved uniform slacks, shirts, shoes, hats, jackets, badges, whistles, nametags, and related supplies.
- 6.3. All shirts, jackets, or coats shall display the Vendor's name and logo.

- 6.4. All personnel shall wear an identification tag, badge or bar pin displaying his/her name
- 6.5. Each employee shall wear an identification tag or bar pin displaying his /her name, at all times. This tag or bar pin shall be provided and paid for by the Vendor.

**7. TRAINING REQUIREMENTS**

- 7.1. Vendor's personnel must maintain the appropriate number of training hours required to maintain their licensure as administered by the State of Florida, Division of Licensing.
- 7.2. Vendor's personnel shall be trained in their duties and responsibilities of the post they are assigned.
- 7.3. Vendor's personnel performing security guard duties shall have and maintain an up-to-date certification in Cardiopulmonary Resuscitation (CPR) and First Aid and Automatic External Defibrillator (AED), as provided by a recognized group, such as the American Red Cross or the American Heart Association.

**8. LICENSES, PERMITS, CERTIFICATIONS, AND OTHER DOCUMENTS**

- 8.1. The Vendor shall make application for and obtain necessary permits and licenses from the appropriate governing body and meet all requirements as outline in Florida Statues 493.6106. The Vendor shall give all notices necessary and incidental to the prosecution of the work.
- 8.2. The Vendor shall maintain and have readily available, upon request, the following information:
  - 8.2.1. Individual personnel records, including but not limited to, training record, drug screening results, and background checks.
  - 8.2.2. Application for employment and supplemental information.
  - 8.2.3. Any other documents jointly agreed upon by the Vendor and the County.
- 8.3. Vendor shall obtain, upkeep, and make readily available an identification card as outlined and directed by Florida State Statue 493.6111, to include pertinent information.
- 8.4. After the award and before the start-up or commencement of any services/project under this Agreement, the awarded Vendor must provide evidence that all personnel possess the appropriate licensing and training for their assignment/post, as outlined under Tittle XXXII Chapter 493 of Florida Statues. Failure to provide such proof may result in the cancellation of the Agreement. Proof must be provided accordingly to all County Departments/Divisions requiring services via or under this Agreement.

**9. EQUIPMENT AND SAFETY REQUIREMENTS**

- 9.1. The Vendor shall be responsible for the means, methods and forms of equipment, materials, tools, and apparatuses required to perform the services provided herein.
- 9.2. The Vendor shall furnish and maintain all the necessary equipment to perform the services specified herein. Vendor's personnel shall be appropriately equipped with and trained in the proper usage of the equipment needed to perform the services specified herein.
- 9.3. The Vendor shall supply each parking lot monitor with a communication device (radio/cell phone), clipboard, pad of paper, pen and raincoat. If requested the Vendor shall provide a radio and charger for the County

department or division requesting the service so that the County representative has a means of direct contact with the Parking Monitor.

- 9.4. The Vendor may provide some forms of transportation for their employees, as long as it does not jeopardize or impair the safety of guests or participants, nor interfere with any event or its participants. Transportation may consist of golf carts, bicycles, cars, etc.
- 9.5. The County reserves the right to conduct an inventory of the Vendors equipment every 6 months to verify quantities and condition.
- 9.6. The Vendor shall be responsible for instructing his/her employees in all safety measures. Any equipment used by the Vendor shall be maintained in safe operating condition at all times, free from defects or wear, which may in any way constitute a hazard to any person or persons on County property, venues, or at County sponsored events

## 10. STORAGE

- 10.1. When possible, the County may provide areas for storage of the Vendor's supplies and equipment. The storage areas shall be maintained by the vendor in a clean, orderly and safe condition at all times.
- 10.2. If a golf cart is to be used, the County may provide the Vendor with a place to store and, in the case of electric cart(s), an outlet to charge the vehicle.
- 10.3. The department/division will provide the Vendor with said post order(s), approved by the department/division, for any and all location(s)/venue(s)/event(s) that requires post order(s).
- 10.4. The post order(s) shall be developed and in-place prior to detail(s)/work commencement.

## 11. SECURITY GUARD DUTIES

- 11.1. Security guard duties assigned to and performed by Vendor's personnel shall include, but are not limited to:
  - 11.1.1. Reporting to duty at the designated starting time and not leave any assigned post, venue, or event until properly relieved, or dismissed by their supervisor.
  - 11.1.2. Being responsive in addressing special requirements requested by the County's Representative or designee.
  - 11.1.3. Take the appropriate action for each situation encountered, and immediately report all unusual situations to the County representative or designee.
  - 11.1.4. Maintain a log of events and activities and submit to their supervisory staff at the end of each shift/day.
  - 11.1.5. Patrol the interior and exterior of the facilities, venues, events, and parking lots.
  - 11.1.6. Provide escort services for County personnel and other requested individuals as directed by the County or location staff.
  - 11.1.7. Ensure that doors to the County facilities and County vehicles are protected and secured.
  - 11.1.8. Participate in drills, fire alarms, evacuations and disaster exercises.
  - 11.1.9. Keep walkways, entrances, and exits clear and free of guests, obstructions and unnecessary items, to include refuse, cigarette butts, etc.
  - 11.1.10. Disallow the entry of prohibited items.
  - 11.1.11. Provide visual entrance and gate searches.
  - 11.1.12. Perform credential checks.
  - 11.1.13. Addressing unruly guests in an inconspicuous manner.
  - 11.1.14. Directing guests to seats, restrooms, smoking areas, concession areas and other amenities.
  - 11.1.15. Assisting disabled guests.
  - 11.1.16. Assisting guests in need of medical assistance and/or emergency evacuations.
  - 11.1.17. Protecting venue property and facilities.



- 11.1.18. Protecting the safety of staff, guests and attendees.
- 11.1.19. Provide inspection of all patrons prior to entry.
- 11.1.20. Enforcing the venues or facility's re-entry policy identified for each area or event.
- 11.1.21. Securing designated areas from guests/spectators' entry.
- 11.1.22. Upon County request, remain at the location until a final lockup of the building has been performed and escort staff to their vehicles.

11.2. Security guard personnel shall remain alert and vigilant at all times. To prevent distractions, the following actions shall be prohibited while on duty:

- Having or watching television.
- Reading newspapers, magazines or other literature.
- Utilizing phones and devices for personal or non-county related business; and
- Utilizing other electronic devices and communication mediums for gaming and social media.

11.3. Without the expressed, written approval by the County's representative or authorized designee at each location or site, security guard personnel shall refrain from using any County equipment, such as but not limited to:

- Copy machines.
- Computers; and
- Coffee makers, etc.

## 12. PARKING MONITOR DUTIES

12.1. Parking monitor duties assigned to and performed by Vendor's personnel shall include, but are not limited to:

- 12.1.1. Reporting to duty at the designated starting time and not leave any assigned location until properly relieved or dismissed by their supervisor.
- 12.1.2. Being responsive in addressing special requirements requested by the County's Representative or designee.
- 12.1.3. Take the appropriate action for each situation encountered, and immediately report all unusual situations to the County representative or designee.
- 12.1.4. Maintain a log of events and activities and submit to their supervisory staff at the end of each shift/day.
- 12.1.5. Walk and stand for long periods of time.
- 12.1.6. Communicate in the English language.
- 12.1.7. Provide direction and information to guest and customers as required and needed.
- 12.1.8. Watch parking area for violators and unauthorized vehicles.
- 12.1.9. Report any unauthorized vehicles to the County representative or designee and, if determined by the County representative or designee, dispense a warning for the first violation. The warning ticket shall be supplied by the County representative or designee of the department/division requesting the services.
- 12.1.10. Call for ticketing by the City Police Department for unauthorized vehicles with repeated violations.
- 12.1.11. Request towing service to remove vehicles parked illegally and/or causing hazardous conditions.
- 12.1.12. Direct guest/public in the proper use of facilities and parking process/protocol.
- 12.1.13. Direct drivers and take appropriate action to eliminate hazardous conditions.
- 12.1.14. Work in the elements outside for long periods of time where shelter may be limited.
- 12.1.15. Operate service booth and access apparatuses as required or needed.
- 12.1.16. Where applicable, maintain booths in a neat and clean fashion at all times, free of dirt, debris and trash..

**13. LOCATIONS**

13.1. The following are the current Lee County sites in which unarmed security guard services are needed and identify as having a normal schedule:

<b>LEE COUNTY LOCATIONS</b>		
<b>Lee Tran Facilities</b>	<b>Address</b>	<b>Frequency</b>
Edison Mall Transfer Station	4300 Solomon Dr., Fort Myers, FL 33901	Mon – Sat / 2 pm to 10 pm
Cape Coral Transfer Station	820 SE 47 <sup>th</sup> Terrace, Cape Coral, FL 33904	Mon – Sat / 12 pm to 8 pm
Rosa Parks Transit Center	2250 Widman Way, Fort Myers, FL 33919	Mon – Sat 6 am to 10 am & 4 pm to 8 pm
Fort Myers Beach Park & Ride	11101 Summerlin Square Dr., Fort Myers, FL 33931	Mon – Sat / 12 pm to 8 pm
<b>Library Facilities</b>	<b>Address</b>	<b>Frequency</b>
Cape Coral Public Library	921 SW 39 <sup>th</sup> Terrace, Cape Coral, FL 33914	Mon – Wed / 9 am to 8 pm Thursday / 9 am to 6 pm Fri – Sat / 9 am to 5 pm
Dunbar-Jupiter Hammon Public Library	3095 Blount St., Fort Myers, FL 33916	Tuesday / 12 pm to 8 pm Wed – Thurs / 10 am to 6 pm Fri – Sat / 9 am to 5 pm
East County Regional Library	881 Gunnery Rd N, Lehigh Acres, FL 33971	Mon – Wed / 9 am to 8 pm Thursday / 9 am to 6 pm Fri – Sat / 9 am to 5 pm
* Fort Myers Regional Library *	2450 First St., Fort Myers, FL 33901	Mon – Wed / 9 am to 8:30 pm Thursday / 9 am to 6:30 pm Fri – Sat / 9 am to 5:30 pm
North Fort Myers Public Library	2001 N Tamiami Trail, North Fort Myers, FL 33903	Mon, Wed, Thurs / 10 am to 6 pm Tuesday / 12 pm to 8 pm Fri – Sat / 9 am to 5 pm
Northwest Regional Library	519 Chiquita Blvd. N, Cape Coral, FL 33993	Mon, Wed, Thurs / 10 am to 6 pm Tuesday / 12 pm to 8 pm Fri – Sat / 9 am to 5 pm
<b>Parking Lots</b>	<b>Address</b>	<b>Frequency</b>
Public Works Building	1500 Monroe St., Fort Myers, FL 33901	Mon – Fri / 6:45 am to 3:30 pm
Jury Parking Lot	Widman Way, Fort Myers, FL 33901	Mon – Fri / 6:45 am to 3:30 pm
Public Parking Lot	2110 Martin Luther King Blvd., Fort Myers, FL 33901	Mon – Fri / 6:45 am to 3:30 pm
<b>**Administrative Facilities**</b>	<b>Address</b>	<b>Frequency</b>
Administrative Building	2115 Second St., Fort Myers, FL 33901	Mon – Fri / 8 am to 8 pm
Administrative Building East	2201 Second St., Fort Myers, FL 33901	Mon – Fri / 8 am to 8 pm
Old Courthouse	2120 Main St., Fort Myers, FL 33901	Mon – Fri / 8 am to 8 pm
<p>* Fort Myers Regional Library requires that the security guard remains until lockup of building is complete and shall escort staff to their vehicles.</p> <p>** Administrative Facilities identify as having 3 separate locations but due to their close proximity, they shall be considered one single post and only one guard will be responsible for all 3 locations during one shift.</p>		

13.2. The County reserves the right to add or delete, at any time, any or all locations, tasks or services associated with this Agreement and in a manner that is in the best interest of the County.

#### 14. REPORTING

14.1. The following information shall be provided to the appropriate Department/Division on a daily basis:

- 14.1.1. Building(s), venue(s), check sheets for hourly/after hour checks.
- 14.1.2. After hour sign in sheet denoting times of people entering and exiting the building(s), venue(s) after hours during the week including janitorial personnel, who will be identified as such. Sign in sheets from the weekend shall be turned in on Monday mornings.
- 14.1.3. Any incident reports or other reports desired or directed by the County Department/Division that requested the security services.

#### 15. DAMAGE OR CRIMINAL HISTORY

- 15.1. Damage or theft of County property directly caused by the Vendor during security guard or parking monitoring operations shall be assumed by the Vendor. A written proof of same and cause of damage must be submitted to the designated Department/Division point of contact. Vendor shall pay for the cost of polygraph tests required by Lee County.
- 15.2. In the event that a crime is committed on County premises, or the County's venue(s) or event(s), all Vendor's personnel involved shall work in close liaison with all law enforcement involved. Vendor's employees shall render any and all assistance possible in the event of injury or damage to persons or property of or on the County's premises, or at County's venues or events.
- 15.3. Damage and theft of event property directly caused by the Vendor during security guard operations shall be assumed by the Vendor. A written report of same and cause of damage must be submitted to the designated Department/Division point of contact within 24 hours of occurrence.

#### 16. POST ORDERS

- 16.1. The Vendor and a designated County personnel/representative from the Department/Division requesting the security service(s) may collaborate with the Vendor to develop post order (s) on a site-by-site or event(s) basis; deemed required/necessary by the entity requesting the service(s).
- 16.2. All post order(s) will be independently provided, on an as-needed-basis, by the department/division requesting the service; developed, upon request, with the Vendor's assistance.
- 16.3. The department/division will provide the Vendor with said post order(s), approved by the department/division, for any and all location(s)/venue(s)/event(s) that requires post order(s).
- 16.4. The post order(s) shall be developed and in-place prior to detail(s)/work commencement.

#### 17. RESPONSE TIME FOR SUPPLYING SECURITY GUARDS

- 17.1. Emergency Response: This will occur when there is an immediate, unforeseen need for a Security Guard on a temporary or back-up basis. In this situation, qualified personnel shall be immediately (within 1 hour, with consideration given for proximity to the Vendor's office/location) made available to satisfy this temporary requirement.
- 17.2. Non-permanent Response: This will occur when a guard is needed to fill a temporary, short-term assignment. The Vendor will be given a minimum of 24-hours' notice to find someone to fill the assignment.
- 17.3. Permanent (new) Post Response: new post(s) or position(s) that is needed at a new location or venue. The vendor will be given a maximum of 7 days to obtain and provide qualified personnel to fill new post(s) or position(s).

**18. SCHEDULING**

- 18.1. The County shall designate the amount of personnel and or time during which selected building(s), venue(s), or event(s) shall require security/parking monitor service(s). It's the Vendors' responsibility to schedule the appropriate personnel(s) to cover the time(s)/shift(s).
- 18.2. Vendor may be required or requested, by the designated County Department(s) utilizing this agreement, to provide or project upcoming security/parking monitor personnel (shift) schedule.
- 18.3. There may be occasion for cancellation from time to time that will require Security Guard(s) to be present. The County Department Representative will immediately inform Vendor of such occasion or circumstances.
- 18.4. No post or assignment shall be left unattended. If any security guard is late in reporting for their shift, the security guard currently on duty shall remain on duty until the scheduled guard or a replacement report for duty. The Vendor shall be responsible for and bear all expenses associated with situation/process. It is the sole responsibility of the Vendor to check and ensure their employee(s) are in place and on time.
- 18.5. Each Security Guard shall present a clean, neat, and professional appearance at all times. Employees shall be in their full-dress uniform, with proper equipment and materials before reporting to their post/assignment.
- 18.6. The County reserves the right to require a Security Guard for specific post/assignment(s).
- 18.7. The following is a list of holidays that are observed by Lee County:
  - 18.7.1. Custom holiday scheduling may be required for the Library System and Lee Tran. These holidays can and may vary from County Holidays.

<b>HOLIDAY SCHEDULE</b>	
New Year's Eve *	December 31
New Year's Day *	January 1 <sup>st</sup>
Martin Luther King Day	3 <sup>rd</sup> Monday in January
Memorial Day	Last Monday in May
Fourth of July	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day After Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve *	December 24
Christmas Day *	December 25
<b>** CHRISTMAS DAY AND NEW YEAR'S DAY**</b>	
<i>IF CHRISTMAS DAY FALLS ON</i>	<i>DAYS OFF</i>
Sunday	Monday and Tuesday
Monday	Monday and Tuesday
Tuesday	Monday and Tuesday
Wednesday	Tuesday and Wednesday
Thursday	Thursday and Friday
Friday	Thursday and Friday
Saturday	Thursday and Friday

**19. ADDITIONAL EVENTS**

- 19.1. Aside from the day-to-day schedule, special events may be held in which the County requires additional security guard services. The County may request and schedule with the Vendor to coordinate such additional services with regards to buildings, venues, or events. The Vendor shall provide security guard(s) to cover the agreed upon locations and times requested by the County during those additional events. It's the Vendors' responsibility to schedule the appropriate personnel(s) to cover the time(s) and shift(s) requested.
- 19.2. There may be occasions in which cancellations of the additional events may occur. The County Department Representative will immediately inform Vendor of such occasion or circumstances.

End of Detailed Specifications



Procurement Management Department  
 2115 Second Street, 1<sup>st</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

Posted Date: April 8, 2022

Solicitation No.: RFP210146BJB

Solicitation Name: Security Guard and Parking Monitor Services – County Wide

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. QUESTIONS/ANSWERS

1.	Who is the current incumbent?
Answer	First Coast Security Services, Inc.
2.	When was the current incumbent awarded the contract? Could you please provide us copy of current contract?
Answer	All information regarding the current contract, dates, current rates, amendments, and copies of the agreement can be found at the following Lee County Procurement website link: <a href="https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=4868&amp;fn=Project2016-11-04T08_33_13.xml">https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=4868&amp;fn=Project2016-11-04T08_33_13.xml</a>
3.	Are there any subcontractors being used for the current contract?
Answer	There are no known subcontractors for the current contract.
4.	What was the initial term length of the current contract (for example, 1 year plus 4 year options, etc.)
Answer	All information regarding the current contract, dates, current rates, amendments, and copies of the agreement can be found at the following Lee County Procurement website link: <a href="https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=4868&amp;fn=Project2016-11-04T08_33_13.xml">https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=4868&amp;fn=Project2016-11-04T08_33_13.xml</a>
5.	What was the start date of the initial contract?
Answer	The start date of the initial contract was 6/25/2018.
6.	What was the amount spent in the last 12 months?
Answer	\$975,307.20
7.	What was the total spent in the last in the last billed month?
Answer	\$134,900.22 for the month of March 2022

8.	Are there any other rates billed separately (such as equipment, vehicles, etc.)
Answer	All information regarding the current contract, dates, current rates, amendments, and copies of the agreement can be found at the following Lee County Procurement website link: <a href="https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=4868&amp;fn=Project2016-11-04T08_33_13.xml">https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=4868&amp;fn=Project2016-11-04T08_33_13.xml</a>
9.	Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g., armed vs unarmed), a need for additional resources?
Answer	See solicitation pages 18 through 26 for scope of work to be performed.
10.	What was the amount spent on this contract last year?
Answer	See answer to question # 6.
11.	What is the estimated total number of annual hours for this contract?
Answer	There are no known total amounts of hours for this contract. Estimates provided within the proposal price form is for evaluation purposes only.
12.	What is the current bill rate for each position?
Answer	All information regarding the current contract, dates, current rates, amendments, and copies of the agreement can be found at the following Lee County Procurement website link: <a href="https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=4868&amp;fn=Project2016-11-04T08_33_13.xml">https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=4868&amp;fn=Project2016-11-04T08_33_13.xml</a>
13.	Are there any additional services that may be needed that are not listed in the RFP? For instance, the need of additional sites, seasonal required security, etc.
Answer	See solicitation page 26, section 19 for additional events.
14.	Beyond the state and federal minimum wage, is there a prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage?
Answer	There is no prevailing wage applicable to this solicitation.
15.	Is a Bid Bond or performance bond required? If yes, how much?
Answer	There is no bid bond or performance bond required for this solicitation.
16.	Is the current contract using vehicles? If yes, how many?
Answer	Current vehicles being used in the current contract is not known to the County. The County does not require the use of vehicles by the Vendor.
17.	Are there any MWBE/VS/DBE or other goals for this project?
Answer	MBE/DBE participation is encouraged.
18.	Could you please clarify how many originals and copies are being requested of the technical proposal and the cost proposal?
Answer	See page 27, section 1.3 of the solicitation.
19.	Was there a liquidation penalty on the previous contract?
Answer	There are no known penalties on the previous contract.

20.	Page (29) Tab 6: Required Forms section states "Forms 1-9"; however, there are only 8 forms. Confirming there are only 8 forms to submit with the proposal.
Answer	Page 29, Tab 6 is a typographical error. The forms listed and described on pages 30 through 32 are the required forms.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

*Brian Bocha*

Procurement Analyst  
Procurement Analyst Direct Line: 239-533-8887  
Lee County Procurement Management





Procurement Management Department  
 2115 Second Street, 1<sup>st</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

Posted Date: April 14, 2022

Solicitation No.: RFP210146BJB

Solicitation Name: Security Guard and Parking Monitor Services – County Wide

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. QUESTIONS/ANSWERS


1.	Please provide me with the current bill rates in place, the current vendor, and how long they have held the contract for these services.
Answer	All information regarding the current contract, dates, current rates, amendments, and copies of the agreement can be found at the following Lee County Procurement website link: <a href="https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=4868&amp;fn=Project2016-11-04T08_33_13.xml">https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=4868&amp;fn=Project2016-11-04T08_33_13.xml</a>

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Brian Bochs  
 Brian Bochs  
 Procurement Analyst Direct Line: 239-533-8887  
 Lee County Procurement Management

**EXHIBIT B  
FEE SCHEDULE**

	<b>PROCUREMENT MANAGEMENT DEPARTMENT PRICE PROPOSAL FORM</b>												
<b>COMPANY NAME:</b> <u>Mason Evans, Inc.</u>													
<b>SOLICITATION:</b> <u>RFP210146BJB, Security Guard Services – County Wide</u>													
<p>Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.</p> <p><b>PRICING</b></p> <p>Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny.</p> <p>In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.</p> <p>The County will only accept pricing submitted on price proposal form provided by the County. Proposals submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.</p>													
<b><i>SECURITY GUARD SERVICES – COUNTY WIDE</i></b>													
<b><i>POSITIONS</i></b>													
<table border="1"> <thead> <tr> <th align="center">Item</th> <th align="center">Description</th> <th align="center">Unit of Measure</th> <th align="center">Unit Price</th> </tr> </thead> <tbody> <tr> <td align="center">1</td> <td>Unarmed Security Guard</td> <td align="center">HOURLY</td> <td align="center">\$26.50</td> </tr> <tr> <td align="center">2</td> <td>Armed Security Guard</td> <td align="center">HOURLY</td> <td align="center">\$36.50</td> </tr> </tbody> </table>	Item	Description	Unit of Measure	Unit Price	1	Unarmed Security Guard	HOURLY	\$26.50	2	Armed Security Guard	HOURLY	\$36.50	
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1	Unarmed Security Guard	HOURLY	\$26.50										
2	Armed Security Guard	HOURLY	\$36.50										

## EXHIBIT C INSURANCE REQUIREMENTS

VER 08-20-2020

### INSURANCE REQUIREMENTS



#### Lee County Insurance Requirements

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

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

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

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

\$1,000,000 combined single limit (CSL)  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease - policy limit

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

Revised 03/19/2018 - Page 1 of 2



Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
  - a. The certificate holder shall read as follows:

**Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902**
  - b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate “Indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

Revised 03/19/2018 – Page 2 of 2

End of Insurance Guide section

**EXHIBIT D**  
**VENDOR BACKGROUND SCREENING AFFIDAVIT**



**VENDOR BACKGROUND  
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

**Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit.** I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 6/16/2022

  
\_\_\_\_\_  
Signature

STATE OF Florida  
COUNTY OF Lee

David E Evans / Vice-President  
\_\_\_\_\_  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 16<sup>th</sup> day of June, 2022, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following as identification: Photo ID

[Stamp/seal required]

  
\_\_\_\_\_  
Signature, Notary Public

