

Exhibit "A"



**State Term Contract
No. 92121500-24-STC
For
Security Guard Services**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC** (Contractor) with its principal place of business located at **161 Washington Street, Suite 600, Conshohocken, PA 19428**, collectively referred to herein as the "Parties."

Pursuant to ITB No. 23-92121500-ITB-V3, the Contractor was awarded to provide Security Guard Services in the following Region(s): **1, 4, 5, 6, 7, 8, 9, and 10**

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on October 1, 2024, or on the last date this Contract is signed by all Parties, whichever is later. The Contract shall expire on September 30, 2027, unless terminated earlier or renewed in accordance with the Enterprise Standard Terms and Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, pursuant to the incorporated Enterprise Standard Terms and Conditions.

III. Order of Precedence.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

- a) This Contract document
- b) Exhibit A, Scope of Work
- c) Exhibit C, Enterprise Standard Terms and Conditions
- d) Exhibit B, Contractor's submitted Price Sheet
- e) Exhibit D, Region Map
- f) Exhibit E, SLA Document

**State Term Contract No. 92121500-24-STC
For
Security Guard Services**

IV. Contract Management.

Department's Contract Manager:

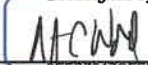
Frank Miller
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8855
Email: Frank.Miller@dms.fl.gov

Contractor's Contract Manager:

Paul Burbridge
Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC
2301 Maitland Center Parkway, Suite 130, 140, 240
Maitland, FL 32751
Telephone: 941-809-0079
Email: paul.burbridge@aus.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

**UNIVERSAL PROTECTION SERVICE, LLC
D/B/A ALLIED UNIVERSAL SECURITY
SERVICES, LLC**

Docusigned by:

8EEB7017CFF94C5...
**Robert C. Wood CPP, CFE,
President, Florida Region**

10/22/2024 | 4:13 AM PDT
Date:

**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT
SERVICES**

Docusigned by:

C84718928498485
Pedro Allende, Secretary

10/23/2024 | 2:29 PM EDT
Date:

Exhibit A Scope of Work

1. Purpose

To provide Customers with Security Guard Services, pursuant to the terms set forth in this Scope of Work (SOW). A map of the service regions is set forth in Exhibit D, Region Map.

2. Commodity Code List

UNSPSC	Class/Commodity Description
92121500	Guard services
92121502	Burglary protection services
92121504	Security guard services

3. Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); Exhibit C, Enterprise Standard Terms and Conditions; and the PUR 1001, General Instructions to Respondents (10/06), are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

Ancillary Equipment – May be provided to Customers in addition to Security Guards. Ancillary Equipment is considered optional and only the items listed on the Price Sheet can be purchased.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity Code –The State's numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the Contractor for the Security Guard Services STC.

Contractor – A vendor that enters into a Contract with the Department as a result of ITB No. 23-92121500-ITB-V3.

Contract Manager – The representative designated by the Customer who will oversee all aspects of the Customer's Contract, monitor expectations, and serve as the primary point of contact for the Contractor.

Customer – A State Agency (inclusive of the Department) or Eligible User.

Department – The Department of Management Services, a State Agency.

Duly Qualified – possessing the requisite skills, abilities, credentials, and experience.

Duty Roster – The assigned Security Guards work schedule.

Florida Law Enforcement Officer – as defined in section 943.10 (1), F.S., any person who is elected, appointed, or employed full time by any municipality or the state or any political subdivision thereof; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state.

Off Duty – not engaged in one's regular work.

End User – The person or entity that uses the commodity or service.

Extraordinary Single Incident Report – A report that is completed when a rare, unusual, significant, or uncommon event occurs during a shift.

Facilities – Those facilities for which the SLA shall apply as identified in Exhibit F, Facility List.

Facility Manager – The local Customer representative designated for a facility to oversee and manage a facility, who will serve in a contract management capacity for the applicable facility.

Fire and Life Safety Program – Instruction on protocol regarding fire and life safety.

Guard Tour Patrol System – An electronic patrolling system used to log the rounds conducted by the Security Guard on post at any given time during his or her assigned shift that documents the time and date that patrols have taken place.

Post Orders – Defines the security guard's duties – the "what, when, where, and why."

Security Guard – A person licensed to provide services as a Security Guard in accordance with Chapter 493, F.S. The term Security Guard, Security Officer, and Security Guard Officer may be used interchangeably.

Security Guard Services or Services – The enforcement of rules, regulations or procedures adopted to ensure prompt action is taken to prevent or minimize losses, accidents, fires, property damage, safety hazards, or security incidents. Includes provision of Security Guards, any Ancillary Equipment, and all obligations of Contractor under the Contract.

Service Level Agreement (SLA) – A document executed by a Customer and the Contractor which includes, but is not limited to, tasks, deliverables, expectations, timelines, and financial consequences for non-performance that a Contractor shall provide to the Customer.

Site-Specific – Specific to that particular location.

State – The State of Florida.

United Nations Standard Products and Services Code (UNSPSC) – A commodity code list used by the State.

4. Scope of Work

4.1 Description of Scope

The Contractor will provide Security Guard Services for the awarded regions of service as set forth in the Contract. The Contractor shall ensure Security Guards and any provided Security Guard Services properly carry out the primary duty of safeguarding Customer employees, the general public, and the applicable property. The Contractor shall provide all labor, supervision, materials, and equipment necessary to perform and complete the services in all respects in accordance with the Contract (including any Customer SLA). The Contractor shall perform all services in a timely and professional manner and in accordance with the terms of the Contract (including any Customer SLA).

4.2 Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Services supplied are compliant with the requirements, specifications, terms, and conditions of the Contract (including any Customer SLA). Additionally, the Contractor shall ensure that all commodities ordered by the Customer are fully compatible with each other and with any associated pre-existing Commodity possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver a Service(s) and/or commodity that is fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions.

4.3 Request for Quote Requirements

Customers shall use a Request for Quote in accordance with section 287.056(2), F.S., when making purchases off the Contract. The terms of the Customer's purchase shall not conflict with the terms and conditions established by the Contract. In accepting a Customer's purchase, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables, and agrees to be fully accountable for the performance thereof.

5. Operational Hours

5.1 Contractor will maintain an administrative office during the term of the Contract, and any renewals, which shall be open from 8:00 a.m. through 5:00 p.m. at the Customer's location, on business days. The administrative office does not need to be open on holidays observed by state agencies as defined in the Holidays section of the Scope of Work.

5.2 Provision of Security Guard Services and Ancillary Equipment may vary based on each Customer's service needs. Security Guard positions, service lengths (long and short term) and hours (full time, part time and occasional) may vary. Service lengths are as follows:

5.2.1 Long Term Commitment: One or more years of Security Guard Services provided to a Customer

- 5.2.2 Short Term Commitment:** Less than one year of Security Guard Services provided to a Customer
 - 5.2.3 Full Time:** 35 to 40 hours per week of Security Guard Services provided to a Customer
 - 5.2.4 Part-Time:** 1 to 34 hours per week of Security Guard Services provided to a Customer
 - 5.2.5 Occasional:** Days, hours, and frequency of Security Guard Services provided to a Customer may vary. This type of length of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.
- 5.3** Security Guards may not work more than 40 hours a week unless authorized to do so by the Customer in writing prior to the provision of services in excess of 40 hours per week.
- 5.4** No Security Guard shall work more than 12 consecutive hours, in any 24-hour period. This limitation may be waived by the Customer in emergency situations that are beyond the control of the Contractor, i.e., weather conditions preventing the next shift from getting to the facility. The Contractor must notify the Facility Manager and the Customer's designated point of contact about any emergency situation as it occurs and request a written waiver of this term for each occurrence.

6. Licensing Requirements/Eligibility Requirements

- 6.1** All armed and unarmed Security Guards must have the applicable state of Florida Department of Agriculture and Consumer Services Security Guard Class license(s) necessary for the position they serve under the Contract, which are to be kept current and on the Security Guard's person while on duty.
- 6.2** The Contractor is to hold a current state of Florida Department of Agriculture and Consumer Services Class "B" Security Agency license.
- 6.3** The Contractor shall ensure that its company, and all employees, have valid, current licenses in accordance with Chapter 493, Florida Statutes, to perform Security Guard Services throughout the Contract term, including any renewals. The Contractor shall provide copies of licenses and certificates to the Department or Customer upon request.
- 6.4** The Contract, and any Customer SLA, may be terminated if an unlicensed individual performs services under the Contract for any Customer.
- 6.5** All armed and unarmed Security Guards employed by the Contractor must have a minimum of one year of similar Security Guard Services experience.
- 6.6** All supervisory staff must have at least three years of similar Security Guard Services experience.
- 6.7** The Contractor must notify both the Customer's Facility Manager and Contract Manager, as well as the Department's Contract Manager, in writing within one calendar day upon discovering that any employed Security Guard no longer has a valid, active license

necessary to provide Security Guard Services. Upon such notification, the Contractor must immediately remove the unlicensed person from service and will arrange for a new Security Guard to provide Security Guard Services for the impacted Customers within a time frame mutually agreed upon by the Contractor and the Customer.

7. Position Descriptions

The following are descriptions of Security Guard positions which may be offered under the Contract for Customers:

- 7.1 Security Guard Level I:** An unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license.
- 7.2 Security Guard Level II:** An unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and a minimum of two years prior experience as a Class "D" licensed Security Guard Officer is required. A two-year background in law enforcement may be substituted for prior years of experience.
- 7.3 Security Guard Level III:** An armed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. A minimum of two years prior experience as a Class "D" licensed Security Guard Officer is required. A two-year background in law enforcement may be substituted for prior years of experience.
- 7.4 Security Guard Level IV:** An armed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. A minimum of five years prior experience as a Class "D" licensed Security Guard Officer and a minimum of two years prior experience serving as a Class "D" licensed Security Guard with a Class "G" Statewide Firearm license. A five-year background in law enforcement may be substituted for prior years of experience.
- 7.5 Security Guard Level V:** An armed or unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. A minimum of five years prior experience as a Class "D" licensed Security Guard with a Class "G" Statewide Firearm license. A five-year background in law enforcement may be substituted for prior years of experience. The individual shall also have the ability to supervise, monitor, and regulate individuals with a Class "D" Security Guard license and a Class "G" Statewide Firearm license in their performance of their assigned duties under the Contract. This level of Security Guard may be a site-supervisor when a Customer requires multiple Security Guards present at the same time to coordinate security service efforts.
- 7.6 Security Guard Level VI:** An armed or unarmed individual with Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. A minimum of ten years' experience as a Class "D" licensed Security Guard with a Class "G" Statewide Firearm license. A ten-year background in law enforcement may be substituted for prior years of experience. The individual shall have the ability to supervise, monitor, and regulate Security Guard individuals with a Class "D" Security Guard license and a Class "G" Statewide Firearm license in their performance of assigned duties. When a Customer requires multiple site-supervisors for large or complex

sites, this level of Security Guard may be a project manager responsible for coordination of all security service efforts, including managing site-supervisors.

- 7.7 Emergency Response Security Guards:** These are licensed Security Guards, either armed or unarmed, who provide services when an executive order has been issued by a governmental entity. An unarmed Emergency Response Security Guard shall have a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license. An armed Emergency Response Security Guard shall have a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. The Contractor will be required to provide Emergency Response Security Guards as specified by the Executive Order and/or at the Customer's request. Emergency Response Security Guards must have training in first response and may be required to work irregular hours, work more than eight hours per day, work extended periods (including weekends and holidays), work at locations other than their official headquarters, and/or work in adverse conditions. Travel expenses for the Emergency Response Security Guards shall be on a cost reimbursement basis, in accordance with Section 112.061, F.S. Customers may have additional policies regulating travel which the Emergency Response Security Guards may need to adhere to.

8. Tasks/Deliverables

The Contractor will be responsible for the following tasks/deliverables at/for each location:

- 8.1** Furnish trained and qualified armed and unarmed Security Guards to provide services as requested by the Customer. This service will be continuous regardless of weather, disaster, or threatened or actual organized labor actions.
- 8.2** Provide supervision of Security Guards to ensure compliance with the Contract and Contractor's security policies, procedures, and orders.
- 8.3** Require Security Guards to enforce the Customer's and the Contractor's security policies, procedures, and orders and ensure Security Guards perform all duties in accordance with the terms of the Contract and the written instructions in a Customer's SLA.
- 8.4** Designate a single point of contact to be the liaison for the State and Contractor staff in order to handle the day-to-day operations.
- 8.5** Work with the Customer to develop site-specific instructions and Post Orders within 30 days from SLA execution. These instructions and Post Orders may include, but are not limited to; standing security post, roving security patrols, monitoring security systems, supervising other security guards maintaining security infrastructure, and carrying out other basic security tasks as required by individual properties. All site-specific instructions and Post Orders are to be approved by the Customer prior to finalizing and distributing to Security Guards. Security Guards are responsible for reviewing and complying with the instructions and Post Orders.
- 8.6** Create Standards of Conduct that the Security Guards must abide by and provide a copy of the Standards of Conduct document to the Department's Contract Manager or designee upon request.

- 8.7** Maintain a Duty Roster of all Security Guards and security management employees, to be provided to the Customer on a monthly basis. Any person(s) who reports for work and identifies themselves as someone other than a person listed upon the official Security Guard Duty Roster shall be denied access to the facility and reported to the proper authorities.
- 8.8** Ensure all Security Guards display a picture I.D. when working at a Customer's site.
- 8.9** The Security Guard Services provided to Customers will include, but not be limited to, ensuring Security Guards perform the following:
 - 8.9.1** Maintain discipline, professional appearance in accordance with the Uniforms and Equipment section of this SOW, professional demeanor, integrity, and attention to duty.
 - 8.9.2** Review and administer the Customer's site security procedures, instructions, and Post Orders.
 - 8.9.3** Review and comply with the applicable Customer standards of conduct and ethics.
 - 8.9.4** Perform access control of persons, vehicles, and other property.
 - 8.9.5** Perform site surveillance (by either foot or vehicle).
 - 8.9.6** Identify and provide a written report of security and safety violations within 24 hours to the Customer, unless immediate action is necessary. Security Guards are to have effective report writing skills.
 - 8.9.7** Ensure Security Guards maintain files for security-related documentation at each security station (Post Orders, Site-specific instructions, training materials, etc.).
 - 8.9.8** Assist the Customer's personnel in emergency situations as identified by the Customer. If an emergency extends beyond the normal working hours, the Security Guard will be paid for additional hours at the standard rate of pay. Security Guards may be diverted by the Customer from normal assignment duties to respond to emergency situations or special duty assignments. No additional costs shall be charged to the Customer for such diversion of Security Guards for emergency situations; however, the Contractor will not be penalized for any regular daily work task not completed by the Security Guard due to their participation in such emergency activities.
 - 8.9.9** Take prompt action to prevent or minimize losses, accidents, fires, property damages, safety hazards, and security incidents. The Security Guard will take appropriate action on any breach of security, suspicious activity, or safety hazard by notifying local Law Enforcement, Emergency Medical Services (EMS), and the Customer's Facility Manager.
 - 8.9.10** Assist Customer staff in the execution of testing a facility's Fire and Life Safety Program.

- 8.9.11** Operate the Customer's security console, security system, elevator system, fire and life safety system, and other safety devices installed and maintained by the Customer as reviewed, discussed, and provided during on-the-job training.
- 8.9.12** Monitor alarms, surveillance screens, and recording devices. This includes monitoring the fire alarm system and responding to any sites where an alarm has been activated, taking appropriate action when needed, and communicating findings to the Customer to determine if the situation warrants contacting the police or the fire department.
- 8.9.13** Investigate unusual occurrences in and about the premises and maintain an awareness of special activities taking place throughout the facility and property.
- 8.9.14** Conduct random walking patrols at least two times every hour throughout the Customer's facility (including interior stair wells), grounds, and parking lots, being alert for suspicious persons, suspicious packages, personal and Customer's property exposed to theft, and safety concerns. Security Guards shall vary their rounds so as not to be predictable in the arrival times or the time spent at each location.
- 8.9.15** Inspect exterior doors for proper lock down at the facility's set closing time.
- 8.9.16** Where applicable, ensure availability as required for special events and situations where Customer provides Contractor with 24 hours advanced notice.
- 8.9.17** Be capable of performing their duties in response to any on-site call received from the Customer within five (minutes of receiving the call.
- 8.9.18** Where applicable, comply with the Customer's hazardous materials communication program and the Customer's asbestos operations and maintenance program, which the Customer will provide to the Contractor upon Contract execution.
- 8.9.19** Read and become familiar with applicable State of Florida and Customer's security policies and procedures, to include evacuation procedures.
- 8.9.20** Provide Customer with a replacement Security Guard(s) when Customer requests to rotate or transfer Security Guard(s) when deemed necessary, or at time intervals specified in the SLA.

9. Hiring Standards/Maintaining Employment

The Contractor shall ensure the Security Guards meet or exceed the minimum hiring standards set forth below before assignment to a Customer. The Contractor shall ensure the Security Guards maintain these standards for employment throughout the Contract term, including any renewal term. The Customer reserves the right to request proof of compliance with standards, interview employees, and reject any employee that it deems unqualified.

9.1 Minimum Hiring Standards

The Department requires the Contractor's Security Guards meet or exceed the minimum standards set forth below before assignment to the premises:

- 9.1.1** Must possess a state issued identification card.
- 9.1.2** Must possess a valid and active driver's license if assigned to drive a motor vehicle to provide security guard services.
- 9.1.3** Successfully pass a drug test upon hire.
- 9.1.4** Prior to assignment to the Customer premises, and when Contractor performs refresh background screening, successfully pass a background check, ordered and paid for by the Contractor, through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard which will include a check of the following databases:
 - Social security number trace, and
 - Criminal records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such data available).
- 9.1.5** Successfully pass any other background investigations as required by the Customer SLA.
- 9.1.6** Successfully pass a pen and paper literacy test administered by the Contractor including, but not limited to, spelling and grammar. Contractor shall furnish results to Customer or DMS upon request.
- 9.1.7** Complete all required training courses as mandated in state and locality of employment.
- 9.1.8** Meet state licensing requirements for the applicable Security Guard position prior to placement in accordance with the applicable provisions in Chapter 943, F.S., and Chapter 5N-1, F.A.C.
- 9.1.9** The Contractor's employees must be able to read, write, speak, and understand English clearly. Additionally, upon Customer's request, Security Guards must be bilingual, with English as the primary language and Spanish as the secondary language. This requirement will be exercised on a case-by-case basis and will be specified in the Customer SLA.
- 9.1.10** Must be physically able to accomplish various tasks that must be performed including, but not limited to, quickly ascending and descending multiple flights of stairs and lifting weight of at least 40 pounds (unless written approval is obtained from the Department that either of or both of these physical requirements are not necessary).
- 9.1.11** Maintain a well-developed level of maturity necessary for professional interaction.

- 9.1.12** Maintain a neat, clean, well-groomed, and professional appearance while providing services in accordance with the Uniforms and Equipment section of this SOW.
 - 9.1.13** Act in accordance with the terms and conditions of the Contract (including the Customer SLAs).
 - 9.1.14** Be familiar with, and ensure the facilities are in compliance with, all existing standards, codes, rules and regulations. Report any failures or insufficiencies in the delivery of any service to the Customer.
 - 9.1.15** Be responsive at all levels of service to meet Customer needs.
- 9.3** The Contractor's hiring practices will be in conformance with all relevant federal and state employment laws.
- 9.2** The Contractor must have a written drug, alcohol, and other contraband policy pertaining to the use, possession, or transfer of illegal drugs, alcohol, and other contraband items, (including simulated (look-alike) drugs, drug paraphernalia, alcohol, unapproved firearms, explosives, and other weapons). The written policy must include procedures for maintaining a comprehensive drug and alcohol testing program. The Contractor will be solely responsible for ensuring that employees assigned to a facility have been informed of and understand the Contractor's written policy. The Contractor will ensure that copies of said policy are provided to all Security Guards, to the Customer, and the Department upon request.
- 9.3** Security Guards found in violation of the Contractor's written policy, including personnel who return a positive test on a drug screen in violation of the Contractor's approved policy, will not be assigned to a facility or must immediately cease providing services under the Contract. It will be the responsibility of the Contractor to timely provide replacement services at the Customer location. The Contractor will be required to comply with and enforce this policy with respect to the Contractor's employees, as part of employment.
- 9.4** The use or possession of property belonging to the Department, Customer, or another person without the permission of the rightful owner of such property is not permitted. Security Guards found in violation of this term must immediately cease providing services under the Contract and it will be the responsibility of the Contractor to timely provide replacement services.
- 9.5** The Customer shall reserve the right to contact local authorities to conduct reasonable searches of Security Guards, including privately owned vehicles, while on the property at any time, if permissible under applicable state and local laws.
- 9.6** Security Guards will not leave assigned posts at any time during a shift, unless relieved by the appropriate duty personnel, or unless specifically authorized by the Customer's Contract Manager or Facility Manager to leave the post. Security Guards shall bring their necessary meals for consumption on the premises. Security Guards are allowed to eat at desk/post.

10. Service Level Agreement

In regions where multiple Contractors have been awarded, Customers shall request a quote from all vendors awarded in the region. The Contractor is required to enter into an SLA with each Customer prior to providing any Security Guard Services for the Customer. Prior to the execution of the SLA, the Contractor shall discuss with the Customer the Security Guard Services requested and perform an on-site assessment, if necessary, to determine the most cost-effective methods of performing the required Security Guard Services. Customers shall create an SLA using Attachment H, Draft SLA, describing the specific Security Guard Services required by the Customer, as well as any unique requirements, prior to purchasing Security Guard Services from the Contract. Each Customer's SLA shall be attached to the purchase requisition in MyFloridaMarketPlace (MFMP) or incorporated into a formal contract between the Customer and the Contractor. Customers are permitted to negotiate terms and conditions which supplement those contained in the Contract. Such additional terms shall not conflict with the terms and conditions established by the Contract. Specific terms and conditions within an SLA are only applicable to that SLA and shall not be construed as an amendment to the Contract. The Contractor agrees it will not subcontract any of the Security Guard Services it provides pursuant to the Contract.

10.1 The Contractor shall:

- 10.1.1** Provide supervision of Security Guards to ensure compliance with the Contract and Contractor's security policies, procedures, and orders.
- 10.1.2** Ensure that current, applicable security licenses and driver's licenses or state identification cards are kept on the Security Guard's person while he/she is on duty.
- 10.1.3** Ensure that Security Guards perform all services in accordance with written instructions provided by the Customer's SLA.

10.2 At a minimum, each Customer's SLA must include the following:

- Term of services, not to exceed the term in the Contract,
- Contact information, including the Contract Manager, primary and secondary emergency call procedures,
- Additions to the Contract SOW (if applicable),
- Deliverables,
- Performance Measures, and
- Any Customer specific terms and conditions.

10.3 All SLA changes, modifications, deletions, or additions shall be in writing and must be mutually agreed upon by the Contractor and Customer prior to any such change taking effect.

11. Contract Transition

The Contractor will be required to perform, at no additional cost, transition services for Customers and the Department associated with the end of, or termination of, the Contract or a Customer's SLA to a replacement contract. The complete transition of existing services to replacement

services is hereby explicitly made a criterion for completing the Contract. As part of transition services, the Contractor shall:

1. Provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to any replacement contract.
2. Perform transition tasks for the Department or the Customer upon request, whether or not previously made available, including the following:
 - Provide all Customer documents, books, records, and other property relating to the applicable facility or facilities in Contractor's possession or control.
 - Provide current technical documentation, operations guides, and procedures the Contractor follows to provide the services.
 - Assist Customers with migration of databases and other repositories of information and all State of Florida data to the Customer in a format, method, and timeline acceptable to the Customer and that is consistent with current industry practices and standards.
 - Promptly answer all questions related to the transition and migration of the Contract and the Customer's SLA.
 - Provide such other services, functions, or responsibilities inherent or necessary to the transition of services to a replacement contract.

12. Customer Service

In addition to all other Tasks/Deliverables listed in this SOW, Contractor will be responsible for the following customer service tasks/deliverables:

- 12.1** The Contractor is to provide Customers with contact information for both the Contractor's financial, operations, and Contract administrators. He/she must have the requisite authority to solve problems and respond to Customer representatives on behalf of the company for all matters concerning the Contract. This information shall include:
- a. Name
 - b. Title
 - c. Email address
 - d. Office Telephone number(s)
 - e. Cellular Telephone number(s)
- 12.2** The Contractor shall maintain a 24-hours a day, 365 days per year call service so that Customers may order Security Guard Services and report any failures, insufficiencies, or other concerns in the delivery of Security Guard Services. This call center must be accessible by means of a single toll-free telephone number. This information must be displayed as signage on the Customer's premises at no additional cost to the Customer. Signage design, quantity, materials, and locations shall be approved by the Customer prior to posting in a Customer's facility, which will be outlined in the Customer's SLA.

- 12.3** The Contractor shall respond within one hour to a Customer's report of failures, insufficiencies, or other concerns in the delivery of Security Guard Services.
- 12.4** The Contractor shall promptly resolve all contractual and Customer concerns, issues, or complaints to the satisfaction of the Customer and the Department within the timeframe established by the Customer or the Department.
- 12.5** The Contractor shall notify the Customer and the Department's Contract Manager immediately if it believes it cannot meet the level of service required in a Customer's SLA.

13. Contractor Inspections

In addition to all other Tasks/Deliverables listed in this SOW, Contractor will be responsible for the following inspection tasks/deliverables at/for each location:

- 13.1** The Contractor shall provide a manager (i.e., Regional and Corporate Headquarters) who will conduct regular, unannounced inspections to ensure Security Guards' compliance with established terms and conditions. The frequency of inspections will be determined in the Customer's SLA.
- 13.2** Inspections performed pursuant to the terms of the Customer's SLA will be documented by the Contractor and the observations from the inspections will be submitted monthly to the Customer Contract Manager.
- 13.3** The Contractor shall utilize inspections as an opportunity to identify areas requiring improvement and subsequently conduct further training and testing for the Security Guard(s) inspected and identified as needing additional improvement.

14. Uniforms and Equipment

- 14.1** Security Guards providing services under the Contract shall report to work in uniforms provided and paid for by the Contractor, unless otherwise specified by the Customer in the SLA. All Security Guards shall be appropriately uniformed in accordance with section 493.6305, F.S. The uniform must clearly identify the employee as a Security Guard working for the Contractor and include a picture ID badge prominently placed on the uniform. Badges may not resemble those of local law enforcement agencies. The uniform shall be neat, clean, pressed, and present a professional appearance. Shoes shall be shined in a manner that is satisfactory to the Customer. Security personnel reporting to work with a uniform that does not meet this standard will be required to change before reporting to work. Time spent changing into the appropriate uniform will not be billed to the Customer. Customers will provide the Contractor with notice of a security personnel reporting to work who is not in compliance with the terms set forth herein, and the Contractor shall provide an immediate replacement, as necessary, to avoid any lapse in coverage.
- 14.2** If the Customer requires a nonuniformed Security Guard, the Customer may also choose to waive the name badge requirement for those Security Guards.

14.3 Security Guards shall be equipped with redundant communication equipment, furnished by the Contractor at no additional cost to the Customer, to be able to communicate with their supervisor, their home office, 911, the local police, and the Customer's Contract Manager. The redundant communication equipment selected shall be in accordance with the Customer's SLA. This redundant communication equipment may include, but is not limited to:

- a. Stationary Telephone
- b. Cellular telephone with long-distance calling capabilities.
- c. Two-Way Radio
- d. Fax Machine

14.4 Keys or access cards to the Customer's property may be issued to Security Guards by the Customer for specific sites. The Contractor is responsible for securing and maintaining the keys or access cards in good working condition. Customers will replace lost keys or access cards at the Contractor's expense. The Security Guard on duty shall document all lost keys or access cards in a written report and provide it to the Customer's Contract Manager and Facility Manager.

14.5 Ancillary security vehicles, as set forth in Exhibit B, Price Sheet and the Ancillary Equipment section herein, requested by Customer are to be owned or leased, licensed, and insured by the Contractor. Vehicles used by the Contractor operated on Customer's premises shall prominently display the company's name and telephone number on the exterior of the vehicle. Security vehicles offered by the Contractor shall be operational, kept clean, in good repair, and well maintained at all times. The Customer shall not be responsible for any costs associated with Contractor's upkeep of the security vehicle(s). Parking terms for any security vehicles will be set forth in the Customer's SLA. The following insurance terms and conditions are applicable to the Contractor's service vehicles offered to the Customers through a Contract with the Department to provide ancillary service vehicles.

14.5.1 Automobile Liability Insurance:

Contractor shall obtain and maintain automobile liability insurance, including coverage for liability contractually assumed, which shall cover all owned, non-owned, and hired automobiles used in connection with the Contract. The minimum combined limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$500,000 for each occurrence-bodily injury and property damage combined and \$5,000 medical payment.

14.5.2 Self-Insurance:

For any insurance coverage required hereby, the Contractor may use a self-insurance program, provided such program has received prior written approval of the Department.

Insurance coverage as minimum liability:

- Bodily injury - \$200,000 per individual
- Bodily injury - \$500,000 per accident
- Property Damage - \$500,000
- Medical Payment - \$5,000
- Comprehensive - Non-Deductible
- Collision – Non-Deductible

14.6 The Customer will be responsible for making adequate workspace available for the Contractor at each facility. The Customer may furnish, without cost to the Contractor, materials, equipment, and space in connection with the Contractor's performance of Security Guard Services. Such materials, equipment, and space will be detailed in the Customer's SLA. The Contractor assumes full responsibility for all equipment and materials issued by the Customer for the performance of the services specified in the Customer's SLA. The Security Guards will keep the Customer's space provided in connection with the Contractor's performance of Security Guard Services clean and will not damage the Customer's space. The Contractor shall reimburse the Customer for any repairs to the Customer's space necessary due to the fault of the Contractor or Contractor's agents or employees. Upon termination of the Contract or any SLA, all Customer provided materials, equipment, and space shall be returned to the Customer in good operating condition, less reasonable wear, and tear.

14.7 The Contractor warrants that all products furnished under the Contract by the Contractor shall be free of defective material and workmanship for the life of the Contract, including renewal terms, and will be done so, as to avoid noncompliance.

14.8 If the Contractor damages the Customer's equipment, the Contractor shall replace all equipment and materials lost, damaged, or otherwise unavailable due to the fault of the Contractor or the Contractor's agents or employees:

14.8.1 In addition, the Contractor will be charged a \$100.00 per day penalty for equipment damage that results in any disruption of facility operations or the inability of the Contractor to perform the required contracted services, plus the cost of any employee productivity lost if the facility must be shut down or employees furloughed. The Customer, in coordination with the tenants of the facility affected, shall determine the costs of this productivity interruption. However, the Customer shall make the final decision on the costs. All such costs will be deducted from the Contractor's invoice.

15. Training

In addition to all other Tasks/Deliverables listed in this SOW, Contractor will be responsible for the following training tasks/deliverables:

- 15.1** Each Security Guard shall complete all trainings as required by the Contract and the Customer prior to being assigned to a facility. The Contractor shall be responsible for submitting all lesson plans for Contractor training courses and training records of employees to Customer's Contract Manager on a quarterly basis, and upon request.
- 15.2** The Contractor shall provide a designated Training Coordinator to serve as a point of contact for Customer representatives to ensure adequate training is conducted for all the Contractor's personnel. The Training Coordinator position may be held by a branch trainer or account manager as appropriate to the Contractor size. All formal training of Security Guards is to be administered by an appropriately certified (by an accredited institution of learning or governmental/educational certification body) and experienced individual with strong subject matter expertise. All training will be at the sole cost and expense of the Contractor, unless stipulated otherwise in the Customer's SLA. The Training Coordinator is responsible for the following:
- 15.2.1** Ensuring Security Guards receive ongoing training to maintain licensure in accordance with Chapter 493, Part III, F.S.
 - 15.2.2** Training all staff in the Customer's initiative, customer service, code of conduct, ethics, conflict management, and sexual harassment prevention.
 - 15.2.3** Coordinating and facilitating staff development, licenses, permits, and certifications.
 - 15.2.4** Administering monthly tests as determined by the Customer for staff and re-training any Security Guard who fails an administered test.
 - 15.2.5** Conducting Americans with Disabilities Act (ADA) training, to include service animal training.
 - 15.2.6** Conducting Emergency Operation Procedures (EOP) training specific to the Customer's property/building.
 - 15.2.7** Ensuring each Security Guard completes 16 hours of orientation and basic security training related to general high-rise and mid-rise building issues.
 - 15.2.8** Ensuring each Security Guard completes 16 hours of Contractor supervised on-the-job training to include the Customer's designed training on an as needed basis.
 - 15.2.9** Conducting quarterly Customer training for account managers as required.
 - 15.2.10** Coordinating any specialized Security Guard training that is required by a Customer, which must be specified in the SLA. Customers shall cover the cost of specialized training under this section and the hourly rate for the Security Guard attending the specialized training.
- 15.3** The Customer's premises shall not be used as a training site for the Contractor's personnel, unless mutually agreed upon and specified in the Customer's SLA.
- 15.4 Mandatory Guard and Supervisor Training**
- The Contractor, at the Contractor's expense, shall ensure that newly assigned Security Guards and supervisors are trained at a minimum in the following areas:

- 15.4.1 Orientation and basic security training related to general high-rise and mid-rise building issues.
- 15.4.2 Patrol and observation techniques.
- 15.4.3 Report writing.
- 15.4.4 Customer services and public relations.
- 15.4.5 Fire safety and prevention.
- 15.4.6 Bomb recognition.
- 15.4.7 Conflict management.
- 15.4.8 Interpersonal skills.
- 15.4.9 Incident investigation.
- 15.4.10 Crime prevention.
- 15.4.11 Handling threatening or hostile individuals.
- 15.4.12 Handling violence in the workplace.
- 15.4.13 Computer operations.
- 15.4.14 Emergency call procedures to notify the police/sheriff department of appropriate jurisdiction.
- 15.4.15 Compiling employee log sheets to log the inspections and observations of rounds.
- 15.4.16 Operation of a two-way radio, cellular telephone or other device, to be able to call into the Contractor's headquarters.
- 15.4.17 Emergency call procedures to notify the Customer of a problem.
- 15.4.18 Procedures for identifying and handling suspicious packages.
- 15.4.19 Procedures for identifying and safely responding to bio-medical hazards.
- 15.4.20 Cardiopulmonary Resuscitation (CPR), First Aid, Blood Borne Pathogens, and the use of an Automated External Defibrillator (AED).
- 15.4.21 Americans with Disabilities Act (ADA) training, to include service animal training.
- 15.4.22 Emergency Operation Procedures (EOP) training specific to the Customer's property/building.
- 15.4.23 Where required by Customer, Contractor supervised on the job training to include Customer's designed trainings.

15.5 Mandatory On-Going Guard Training

Each Security Guard shall also receive a minimum of four hours of training every 12 months at the sole cost and expense of the Contractor. Subjects shall include, but are not limited to:

- 15.5.1 Customer service

- 15.5.2** Conflict management.
- 15.5.3** Report writing.
- 15.5.4** Interpersonal skills, including sexual harassment prevention training.
- 15.5.5** Incident investigation.
- 15.5.6** Crime prevention.
- 15.5.7** Handling threatening/hostile individuals.
- 15.5.8** Computer operations.
- 15.5.9** Fire prevention.
- 15.5.10** Observation skills.
- 15.5.11** Effective patrol techniques.
- 15.5.12** Vehicle Operating Training
- 15.5.13** Defensive driving training for all vehicle operators is required.

16. Ancillary Equipment

The Contractor may provide Ancillary Equipment in addition to Security Guards. Ancillary Equipment must support the Customer's Security Guard Services. Such equipment shall be detailed in the Customer's SLA and is limited to the following:

16.1 Vehicles

Equipment, to include motorized and non-motorized, used in conjunction with providing security guard services. The type of vehicles may vary depending upon the location of services: bicycle, golf cart, automobile, SUV, and 4WD truck.

17. Background Screening and Record Retention

All the Contractor's employees, approved subcontractors, and approved agents performing work under the Contract must comply with all security and administrative requirements of the Customer, as described in the Background Screening and Security section of Exhibit C, Enterprise Standard Terms and Conditions.

17.1 Self-Disclosure

The Contractor shall ensure that all persons have a responsibility to self-report within three calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that person access to any State of Florida premises or from directly performing services under the Contract. Additionally, the Contractor shall require that the person complete an annual certification that they have not received any additional criminal misdemeanor or felony records regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the disqualifying offenses and shall maintain that certification in the employment file.

In addition, the Contractor shall ensure that all persons have a responsibility to self-report to the Contractor within three calendar days, any arrest for any disqualifying

offense. The Contractor shall notify the Contract Manager within 24 hours of all details concerning any reported arrest.

17.2 Duty to Provide Secure Data

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any display of such data or data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information. Data cannot be disclosed to any person or entity who is not directly approved to participate in the scope of work set forth in the Contract.

17.3 Customer's Ability to Audit Background Screenings, Inspect Locations and Ensure Contract Compliance

To ensure the Contractor is in compliance with the Contract and adhering to all applicable state and federal rules and regulations, the Customer or the Department reserves the right to audit or inspect the Contractor's background screening process, working area, location, or guard tour patrol system during the term of the Contract. For an audit or inspection to take place, the Customer shall notify the Contractor in writing at least 48 hours prior to the start date of any audit or inspection.

17.4 Record Retention

The Contractor shall retain a list of all persons with access to data, including a statement confirming that each person has passed the background screening required herein. Such a statement shall not include the substance of the screening results, only that the person has passed the screening. The Contractor shall create a written policy for the protection of data, including a policy and procedure for access to data. The Customer reserves the right to provide its own data policy for the Contractor to adhere to. The Contractor shall document and record, with respect to each instance of access to data:

- 1) The identity of all individuals who accessed data in any way, whether those individuals are authorized persons or not.
- 2) The duration of the individuals' access to data, including the time and date at which the access began and ended.
- 3) The identity, form, and extent of data accessed, including, but not limited to, whether the individual accessed partial or redacted versions of data, read-only versions of data, or editable versions of data; and
- 4) The nature of the access to data, including whether data was edited or shared with any other individual or entity during the duration of the access, and, if so, the identity of the individual or entity.

The Contractor shall retain the written policy and information required in this subsection for the duration of the Contract and a period of no less than five years from the date of termination of the Contract and any Contract extensions. The written policy and information required in this subsection shall be included in the Customer's audit and screening abilities as defined in subsection 17.3 of this SOW. The written policy and information required in this subsection shall also be subject to immediate disclosure upon written or oral demand at any time by the Customer or its designated agents or auditors.

Failure to compile, retain, and disclose the written policy and information as required in this subsection shall be considered a breach of the Contract. The resulting damages to the Customer from a breach of this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damage will be numerous, complex, and unreasonably burdensome to prove. The Parties acknowledge these financial consequences are liquidated damages, exclusive of any other right to damages, not intended to be a penalty and solely intended to compensate for unknown and unascertainable damages. The Contractor therefore agrees to credit the Customer the sum of \$1,000 for each breach of this subsection.

18. Staff Assignments

- 18.1** The Contractor shall maintain Security Guards and supervisors that are ready to assist the Customer immediately in the event of flood, fire, natural/manmade disaster, or any other emergency. The Contractor will provide evidence of available utility/reinforcement Security Guards to the Customer's Contract Manager and Facility Manager when requested.
- 18.2** The Contractor is responsible for creating a master schedule for Security Guards provided in accordance with a Customer's SLA and providing it to the Customer in writing when requested. Prior to a Security Guard being assigned to a facility, whether a permanent employee or temporary replacement, the Contractor shall certify that all requirements of the Contract have been met. The Customer reserves the right to interview all new permanent or temporary employees prior to placement. The Contractor will supply the Customer's Contract Manager and Facility Manager with notification of any changes to the master schedule or vacation schedules no less than seven days in advance.
- 18.3** Contractor will maintain a group of substitute/alternate Security Guards trained on the Customer's facility for assignment as required. The Contractor will supply an updated list of trained Security Guards trained to perform security guard services at the Customer's facility on a quarterly basis or as requested by the Customer.
- 18.4** In the event the assigned Security Guard is unable to perform the services as required, the Contractor shall supply another Security Guard(s), as necessary, at no additional cost to the Customer, to ensure that all assignments are performed.
- 18.5** The Contractor shall provide coverage of additional shifts or special requests as approved by the Customer pursuant to this section and the Staffing Requirement and Security Guard Turnover Rate section of this SOW, at standard hourly billing rates.

19. Staffing Requirement and Security Guard Turnover Rate

- 19.1** It is the responsibility of the Contractor to ensure the Customer facility(ies) are staffed in accordance with the Customer's facility list as incorporated through the SLA for all scheduled shifts. Allowances shall not be granted to compensate for additional costs or personnel required to satisfy the staffing requirements in the event of illness, personnel absence, tardiness, or relief. The Contractor shall be solely responsible and liable for filling these positions including, but not limited to, finding replacement Security Guard(s) to work at a Customer facility(ies) as needed. A one-week advanced notification is required for any Security Guard taking approved leave time. The Contractor must provide

the name of the replacement Security Guard to the Customer's Contract Manager and Facility Manager, at least seven days in advance. In the event a scheduled Security Guard is unexpectedly not available for a duty shift, the Contractor shall ensure the Customer's Contract Manager and Facility Manager are notified immediately and the Customer's facility is timely provided a replacement Security Guard to cover the shift. The Contractor will not be compensated for any additional services performed, unless approved and authorized in a written SLA modification by the Customer.

- 19.2** The Contractor shall make Security Guard Services available to the Customer based on established scheduled hours for the proposed length of the Contract. Security Guards are not to work more than 40 hours in a work week unless overtime is requested and authorized in advance by the Customer in writing. For authorized overtime work, Customer may be invoiced up to one and one-half times the applicable contracted hourly rate. The Contractor will not invoice the Customer for unauthorized overtime hours worked and will be financially responsible for any additional compensation owed to an individual for overtime hours worked, beyond that invoiced to the Customer, in accordance with the Fair Labor Standards Act as set forth in 29 U.S.C. Chapter 8. This includes when Contractor employees are called in by Contractor to re-staff vacated shifts that do not have a permanent Security Guard stationed. The Customer reserves the right to add or subtract hours from a schedule as identified in the Customer's SLA with a 30 day written notice.
- 19.3** The Customer reserves the right to add facilities to each awarded region of service under the Contract. Security Guard Services at added facilities will be charged at the same established hourly rate for the Region. The Customer also reserves the right to delete facilities from Customer's facility list resulting in a price reduction equal to the amount set forth in the Contract pricing.
- 19.4** The Contractor may be authorized or required to furnish unscheduled uniformed Security Guards for the premises or other location(s) designated by the Customer according to the rates established in the pricing schedules and pursuant to all other provisions of the Contract.
- 19.5** If required by the Customer's SLA, the Contractor shall submit job descriptions for all positions to be approved by the Customer's Contract Manager.
- 19.6** Security Guard turnover rates are of primary concern to the Customer. The Contractor agrees to employ a continuous effort to achieve minimal turnover rates. Turnover shall mean the number of Security Guards hired to replace those leaving or dropped from the Contractor's work force. Turnover rates shall include Security Guards who willingly leave the company, are laid off from the work force, or are terminated for cause (not to include personnel changes at the Customer's request).
- 19.7** The Customer reserves the right to reject any employee of the Contractor whom the Customer deems is not qualified.

20. Coverage

The Contractor is responsible for maintaining sufficient staffing to ensure Security Guards are available to work at the Customer's facility list as incorporated through the SLA. Customer's

facility(ies) shall be staffed in accordance with the Customer's SLA. In the event there is no Security Guard available for any duty shift, the Contractor shall hire and pay a Duly Qualified Off Duty Florida Law Enforcement Officer to cover the shift at no additional cost to the Customer. An off-duty Florida Law Enforcement Officer will provide services wearing a law enforcement issued uniform.

20.1 Security Guard Supervision

The Contractor will provide assigned operations manager(s) to assure adequate supervision of all Contractor's personnel. All operations managers shall have earned their positions with proven performance records and may be interviewed by the Customer's Contract Manager prior to assignment. Operations managers' duties/responsibilities shall include, but are not limited to, the following:

- 20.1.1** Interview and approve all newly hired staff for the Customer's property portfolio.
- 20.1.2** Participate in the creation and quarterly updates of the Building Fire/Disaster Plans and Building Post Orders.
- 20.1.3** Ensure Security Guards maintain Contract compliance (i.e., training, licenses, certifications, etc.).
- 20.1.4** Facilitate effective communication with the Customer's on-site Facility Manager and Security Guards.
- 20.1.5** Recommend staffing, as needed.

21. Reporting and Documenting Procedures

- 21.1** The Contractor shall provide the Customer monthly written reports relating to key performance indicators and other matters including, but not limited to, cost minimization activities, service exception reports, satisfaction and performance surveys, periodic service requests, and monthly call center logs (with issue status reports).
- 21.2** The Contractor shall prepare written monthly reports for the Customer detailing the previous month's security-related activity and crime incidents that occurred at each post. Specific tables, charts, summaries, etc., will be included in these reports. The Contractor shall also summarize and submit these reports to the Customer on an annual basis on the anniversary date of the commencement of the Contract.
- 21.3** An Extraordinary Single Incident Report must be completed by the Contractor when a firearm is discharged, someone is injured, or a major criminal act or significant event occurs. An incident that requires an Extraordinary Single Incident Report will also be verbally reported by the Contractor to the Customer's Contract Manager and Facility Manager immediately after the incident occurs, with a preliminary report provided to the Customer's Contract Manager and Facility Manager the same day the incident occurs. A finalized Extraordinary Single Incident Report will be provided to the Customer's Contract Manager and Facility Manager within one business day of the incident occurring.
- 21.4** On a monthly basis, the Contractor shall provide a spreadsheet to the Customer listing

the name and other unique identifier for each employee assigned to each facility, indicating the location of deployment. As part of the Contractor's hiring process, the Contractor shall be responsible for screening prospective employees in order to be able to certify to the Customer in writing that each new employee has met the minimum requirements of the Contract. The Contractor shall use and shall make available to the Customer at no additional cost, internet and intranet solutions to provide all such reports to the Customer upon demand for any applicable period during the term of the Contract.

- 21.5** Any unusual or significant events occurring during a shift (for example a flood, fire, stabbing, homicide) will be briefly summarized by the Security Guard in the post logbook maintained at each facility for identification of the principals later if further investigation is needed. Each shift will start with a new log entry, indicating whether conditions were normal or abnormal upon arrival to the security guard post. The log shall reflect at a minimum all security, safety, or building maintenance events, the time that they occurred and the corrective actions that were taken. The bound post logbook will become the property of the Customer upon termination of the Contract. The Contractor shall preserve the bound post logbooks for each post from the inception of the Contract and must make the post logbooks immediately available to the Customer upon request.
- 21.6** Upon request, the Contractor must provide, at no additional expense to the Customer, an electronic Guard Tour Patrol System that will be utilized by the Security Guard(s) assigned to the Customer's facility. All records of such patrols must be made reviewable and available to the Customer upon request.
- 21.7** The Contractor shall provide to the Customer a detailed tracking and investigation system ensuring the thorough and professional monitoring and resolution of all complaints brought forth regarding the performance of the work pursuant to the Contract.
- 21.8** The Contractor shall issue quarterly reports to the Customer detailing a professional observation of current security practices maintained by the Contractor and, if applicable, any recommended changes to the current security practices. Any recommended changes may or may not be implemented at the discretion of the Customer.
- 21.9** In the case of any action or unusual incidents, the Customer's Contract Manager will be notified by the Security Guard and the action or unusual incident will be recorded in the security log. The security log will be copied and sent to the Customer's designee after any action or unusual incident.
- 21.10** All reports, documents, and tables shall be submitted to the Customer in a timely manner and in accordance with the method of choice as described in the Customer SLA.
- 21.11** Security Guards shall log in and out of each facility.

22.0 Contractor's Responsibilities

- 22.1** The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Contractor's obligations under the Contract, and shall have sole responsibility for the supervision, daily direction

and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable to the Customer for the actions of its personnel. Contractor's management responsibilities include, but are not limited to, the following:

1. Ensuring personnel understand the work to be performed on the Customer scope of work to which they are assigned.
2. Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer.
3. Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer.
4. Regularly assessing personnel performance and providing feedback to improve overall task performance; and
5. Ensuring high quality results are achieved through task performance.

22.2 Holidays

The Contractor shall provide Customers all services during business days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays fall on Sunday, the following Monday shall be observed as a holiday.

Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's SLA.

22.3 Routine Communications

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. All routine communications and reports related to the Customer's SLA shall be sent to the Customer's Contract Manager. If any of Contractor's contact information changes during the life of the Contract, then the Contractor shall provide written notice of such change to the Customer's Contract Manager.

Communications relating to a specific order should be addressed to the contact person identified on the order. Communications may be by e-mail, regular mail, or telephone.

22.4 Contract Reporting

The Contractor shall report information on orders received from Customers associated with the Contract. The Contractor shall submit reports to the Department's Contract Manager in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State Fiscal Quarter	30 calendar days after the close of each State fiscal quarter
Diversity Report (submitted to the Customer)	State Fiscal Year	30 business days after the close of the period
Proof of Insurance	Annual	Upon policy renewal

22.5 MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of each month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the [Transaction Fee & Reporting](#) section and [Training for Vendors](#) section on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at:

VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

22.6 Quarterly Sales Reports

The Contractor shall submit a Quarterly Sales Report in the manner and format required by the Department within 30 calendar days after the close of each quarter. The Quarterly Sales Report template can be found here:

https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format.

Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website are the responsibility of the Contractor without prompting or notification by the Department. If no sales are recorded during the period, the Contractor shall confirm that there was no reportable activity in the manner required by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be

placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period.

Quarter 2 – (October-December) – due 30 calendar days after the close of the period.

Quarter 3 – (January-March) – due 30 calendar days after the close of the period.

Quarter 4 – (April-June) – due 30 calendar days after the close of the period.

22.7 Certified and Minority Business Enterprise Reports (Diversity Report)

Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority business enterprise on behalf of the Customer.

22.8 Ad-hoc Report

The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the form acceptable to the Department within the timeframe specified by the Department.

22.9 Business Review Meetings

Both the Department and Customer reserve the right to schedule business review meetings, which Contractor shall attend either virtually or in person. The Department or Customer may specify the format or agenda for the meeting. The Business Review Meeting may include the following topics:

- a. Contract compliance.
- b. Contract savings (in dollar amount and cost avoidance)
- c. Spend reports by Customer.
- d. Recommendations for improved compliance and performance

22.10 Financial Consequences

The Department will impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences below will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's SLA. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract

termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that the financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. The financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter. See the financial consequences table below:

Performance Metric	Description	Period Covered	Financial Consequences for Non-Performance; Per Occurrence
Timely submission of complete and accurate Quarterly Sales Report	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	State's Fiscal Quarter	\$250 for each calendar day late
Timely submission of complete and accurate MFMP Transaction Fee Report	Submit Monthly Transaction Fee Report 15 calendar days after the end of each month	Calendar Month	\$100 for each calendar day late
Timely submission of Proof of Insurance	Submit Proof of Insurance upon policy renewal	Annual	\$100 for each calendar day late
Staff Customer facility(ies) in accordance with the Customer's SLA	Unless otherwise specified in a Customer's SLA, Contractor will provide the Customer facility with a replacement Security Guard within four hours of a scheduled Security Guard not arriving for their duty shift.	Per Occurrence	\$500
Contractor's timely submission and implementation of an acceptable Corrective Action Plan to the Department upon request	Failure to timely submit to the Department an acceptable Corrective Action Plan or timely implement an acceptable corrective action to resolve performance deficiencies when requested	Per Occurrence	\$10,000

Failure to adhere to the above performance metrics will result in the imposition of financial consequences and repeated failures or non - payment of financial consequences owed under the Contract may result in the Contractor being found in default and the termination of the Contract.

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under the Contract.

22.11 Price Adjustments

Prices may be adjusted no earlier than 12 months after the start date of the Contract and no earlier than 12 months after the effective date of the previous price adjustment, whichever is later. All other pricing shall be in accordance with the initial and renewal term pricing. Price increases must be supported by a change in the Producer Price Index (PPI) for the Series ID(s) shown in the table below. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at <http://www.bls.gov/data/>.

Series ID	Product
561612561612	Security guards and patrol services

The change in PPI for the first price adjustment after the start date of the contract period shall be determined using the PPI for the month in which the start date of the contract period began and the latest available non-preliminary PPI at the time of the price adjustment request; a preliminary PPI is indicated on the BLS website with a "(P)" notation. The change in PPI for second and subsequent price adjustments shall be determined using the latest PPI that was used to support the previous price adjustment and the latest available non-preliminary PPI at the time of the request.

When requesting a price increase, the Contractor shall submit a written justification to the Contract Manager detailing the reason(s) for the request; an increase in the PPI is not sufficient justification for a price increase by itself. Price increases shall not exceed the percent change in PPI or five percent, whichever is less. The percent change in PPI shall be calculated using the following formula:

$$(B - A) / A = Z$$

Where:

A = earliest PPI (PPI at time of initial Contract or renewal execution or previous price adjustment)

B = latest PPI (latest available non-preliminary PPI at time of price adjustment request)

Z = percent change in PPI

The Department reserves the exclusive right to accept or reject any price adjustment request. Price adjustments will not be considered for any Contractor with any contractual non-performance issues including, but not limited to, outstanding fees or monies due under the Contract or overdue reports or documentation including, but not limited to, a Quarterly Sales Report or an MFMP Transaction Fee Report. Price adjustments are effective only upon written approval by the Department and may not be applied retroactively. The Department reserves the right to request price decreases at any time during the term of the Contract if it is found to be in the best interest of the State. Price

decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

22.12 Purchasing Card

The state of Florida has implemented a purchasing card program, using the Visa platform. The Contractor may receive payments via the state's Purchasing Card in the same manner as any other Visa purchases. Purchasing Card/Visa acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the state of Florida changes its Purchasing Card platform during the term of Contract, the Contractor shall make any necessary changes to accommodate the State of Florida's new Purchasing Card platform within 30 days of notification of such change.

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ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

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SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

“Attachments” means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

“Business Days” means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes (“F.S.”).

“Contractor” means the person or entity that is a party to the Term Contract and is offering Products for purchase.

“Customer” means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code (“F.A.C.”), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

“Department” means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

“Enterprise Alternate Contract Source” means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

“Product” means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. “Product” does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (“DEI”). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

“State” means the State of Florida

“State Term Contract” means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

“Term Contract” means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto. The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 Amendment. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

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Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "\$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 Notices. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department's Contract Manager and the Department shall deliver all notices to the Contractor's Contract Manager.

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- 3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.
- 3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.
- 3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

- 4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 **Suspension of Work and Termination.**

- 4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.
- 4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

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the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

- 4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

- 4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- 4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

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4.2.6 Termination for Refusing Access to Public Records. In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here <http://www.flrules.org/Gateway/reference.asp?No=Ref-16731>, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 Term. The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

5.3.2 Additional Requirements. All Customer purchases off the Term Contract shall

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contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 Quantity Discounts. The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 Sales Promotions. In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 Equitable Adjustment. The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

6.5 Transaction Fees. The State of Florida, through the Department of Management Services,

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has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

- 6.6 Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

- 7.1 Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

- 7.2 Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contract, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.
- 7.3 Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of

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the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 Employees, Subcontractors, and Agents.

7.4.1 Subcontractors. The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: [Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services \(myflorida.com\)](https://myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 Independent Contractor. The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising

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because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

- 8.1 Department's Contract Manager.** The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

- 8.2 Contractor's Contract Manager.** The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

- 9.1 Conduct of Business.** The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

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If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

- 9.2 Integrity.** In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

- 10.1 Dispute Resolution.** Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

- (a) **Department Review.** The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.
- (b) **Meeting between the Principals.** If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.
- (c) **Mediation.** If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed

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within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

- 10.3 Contractor's Obligation to Perform While Disputes are Pending.** The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.
- 10.4 Governing Law and Venue.** The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.
- 10.5 Remedies Cumulative.** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.
- 10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.**
- 10.7 Indemnification.** For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

EXHIBIT C

- 11.1 Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.
- 11.2 Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
- 11.3 Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

- 12.1 General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.
- 12.2 Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but

EXHIBIT C

failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor-redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

EXHIBIT C

12.3 Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

- i. Keep and maintain public records required by the Department to perform the service.
- ii. Upon request from the Department's custodian of public records, provide the Department 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, F.S., or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.
- iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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 TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

12.5.1 Ownership. Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply

EXHIBIT C

to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 **Performance Standards.** The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 **Contract Reporting.** The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

EXHIBIT C

- 14.2.1 Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: [Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

- 14.2.2 Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

- 14.2.3 Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

- 14.2.4 MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

- 14.3 Business Review Meetings.** Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

EXHIBIT C

14.4 Performance Deficiencies.

14.4.1 Proposal of a Corrective Action Plan. In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure. For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 Inspection at Contractor's Site. The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 Statutory Inspection Rights. If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

EXHIBIT C

14.5.3 Inspection Compliance. The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 Office of Supplier Development. The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

EXHIBIT C

- 17.2 Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.



Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Pedro Allende, Secretary

The State of Florida

Department of Management Services

Invitation to Bid (ITB)

Security Guard Services

ITB No: 23-92121500-ITB-V3

Catherine Sanders, Procurement Officer
4050 Esplanade Way, Suite 360.4Z
Tallahassee, Florida 32399-0950
850-488-1985
Catherine.Sanders@dms.fl.gov

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision or intended decision must be timely filed with the Department of Management Services' Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

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1 INTRODUCTION

1.1 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Bidder to check for any changes on the Vendor Information Portal (VIP).

Timeline of Events		
Event	Time (Eastern Time)	Date
Solicitation posted on VIP		October 17, 2023
Deadline to submit questions via email to the Procurement Officer: Catherine Sanders Catherine.Sanders@dms.fl.gov	2:00 p.m.	October 31, 2023
Department's anticipated date of posting Q&A on VIP		November 28, 2023
Deadline to submit Bid and all required documents to the Procurement Officer: Attention: Catherine Sanders Department of Management Services 4050 Esplanade Way, Suite 360.4Z Tallahassee, FL 32399-0950	2:00 p.m.	December 12, 2023
Public meeting: Bid opening (non-mandatory) 4050 Esplanade Way, Conference Room 101 Tallahassee, FL 32399-0950 Conference call #: 888-585-9008 Conference room #: 145153086	2:01 p.m.	December 12, 2023
Anticipated date to post Notice of Intent to Award on VIP		January 9, 2024
Anticipated Contract start date		February 26, 2024

1.2 Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); Attachment D, Special Contract Conditions; and the PUR 1001, General Instructions to Respondents (10/06), are incorporated by reference. In the event of a

conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this ITB document. All definitions apply in both their singular and plural sense.

Bid – The document(s) submitted by a Bidder in response to this ITB.

Bidder – A vendor who submits a bid to this ITB.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. Eastern Time.

Commodity Code – The State's numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the awarded Bidder(s) resulting from this solicitation.

Contractor – A vendor that enters into a Contract with the Department as a result of this procurement.

Contract Manager – The representative designated by the Customer who will oversee all aspects of the Customer's Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Customer – A State Agency (inclusive of the Department) or Eligible User.

Department – The Department of Management Services, a State Agency.

Security Guard – A person licensed to provide services as a Security Guard in accordance with Chapter 493, F.S. The term Security Guard, Security Officer, and Security Guard Officer may be used interchangeably.

Security Guard Services or Services – The enforcement of rules, regulations or procedures adopted to ensure prompt action is taken to prevent or minimize losses, accidents, fires, property damage, safety hazards, or security incidents. Includes provision of Security Guards, any Ancillary Equipment, and all obligations of Contractor under the Contract.

Service Level Agreement (SLA) - A document executed by a Customer and the Contractor which includes but is not limited to tasks, deliverables, expectations, timelines, and financial consequences for non-performance that a Contractor shall provide to the Customer.

State – The State of Florida.

United Nations Standard Products and Services Code (UNSPSC) – A commodity code list used by the State.

Vendor Information Portal (VIP) – The State of Florida’s vendor registration, supplier diversity, and bidding system developed in accordance with section 287.042(3), F.S. The Vendor Information Portal is accessible at <https://vendor.myfloridamarketplace.com>.

1.3 Objective

The Department is issuing this ITB to establish a State Term Contract for Security Guard Services which will replace the current Security Guard Services Contract, Contract No. 92121500-20-1. The Department intends to make multiple awards; however, the Department reserves the right to award to one or multiple Bidders, statewide or by region, or to make no award (whether statewide or for one or more regions), as determined to be in the best interest of the State.

Security Guard Services Contract No. 92121500-20-1 has an average annual spend of \$46.3 million. Historical spend is provided for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new Contract.

1.4 Scope of Work

Bidder(s) awarded a Contract under this ITB shall provide commodities and/or contractual services as described in the Attachment A, Scope of Work.

1.5 Term

The initial term of the contract resulting from this solicitation will be for three years, as specified in Attachment E, Draft Contract.

1.6 Procurement Officer

In accordance with section 21 of the PUR 1001: The Procurement Officer is the sole point of contact for this ITB. Violation of section 21 of the PUR 1001 may be grounds for rejecting a Bid. The contact information for the Procurement Officer is:

Catherine Sanders
Purchasing Analyst Supervisor, Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360.4Z Tallahassee, FL 32399-0950
Phone: 850-488-1985
Email: Catherine.Sanders@dms.fl.gov

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL ****

1.7 Order of Precedence for Solicitation

In the event of a conflict between the documents comprising this ITB, the conflict will be resolved in the following order of priority (highest to lowest):

- a) Addenda to ITB, if issued (in reverse order of issuance)
- b) Attachment A, Scope of Work
- c) Attachment B, Price Sheet
- d) Attachment C, Additional Special Contract Conditions
- e) Attachment D, Special Contract Conditions

- f) Attachment E, Draft Contract
- g) This ITB document
- h) Other ITB attachments

1.8 Commitment to Diversity

The State strongly supports its diverse business population through involving woman-, veteran-, and minority-owned business enterprises in the state's purchasing process. The Department strongly supports diversity in its procurements, and requests that all subcontracting opportunities afforded by this solicitation be shared with certified woman-, veteran-, and minority-owned business enterprises. The award of subcontracts should reflect the vast array of citizens in the State. Bidders can search for certified businesses online at the Office of Supplier Diversity's Certified Vendor Directory or by contacting 850-487-0915 for information on certified businesses that may be considered for subcontracting opportunities. The Certified Vendor Directory is accessible at: <https://vendor.myfloridamarketplace.com>.

The Office of Supplier Diversity's Mentor-Protégé Program connects certified businesses with private business entities for business development mentoring. The Department strongly encourages Vendors doing business with the State to consider becoming a Mentor and participating in this initiative. More information on the Mentor-Protégé Program may be obtained by contacting the Office of Supplier Diversity at 850-487-0915 or by email at: osdinfo@dms.fl.gov.

1.9 Department's Rights to Reject Bids

The Department may reject any Bid not submitted in the manner specified by this solicitation.

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose Bids, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not responsible. The Department reserves the right to determine which Bids meet the requirements of this solicitation and which Bidders are responsive and responsible.

In this solicitation, the words "should" or "may" indicate desirable attributes or conditions but are permissive in nature. Where language indicates that the attribute or condition is mandatory, the Department still reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the State to do so.

A deviation from a requirement or condition is material if, in the Department's discretion, it provides a substantial advantage to one Bidder over another or has a potentially significant effect on the quality of the Bid or on the cost to the State.

2 THE ITB PROCESS

2.1 Question Submission

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Questions must be submitted via email to the Procurement Officer by the time and date reflected in the 'Timeline of Events' section. Bidders are strongly encouraged to ask any questions regarding this ITB, including the proposed Contract terms and conditions, prior to the

deadline to submit questions. The Department is not obligated to revise the solicitation (including attachments).

2.2 Addenda to the ITB

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on VIP. It is the Bidder's responsibility to check VIP for any changes throughout the procurement process and prior to submitting a bid.

2.3 Public Opening

Bids will be opened, and the names of Bidders will be announced at a public meeting on the date and at the location indicated in the Timeline of Events section. Bidders are not required to attend. In accordance with section 119.071(1)(b), F.S., the Department will not provide other information regarding the received Bids at the public opening.

2.4 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at 850-922-7535 or ADA.Coordinator@dms.fl.gov at least five Business Days prior to the scheduled event. If hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at 800-955-8771 (TDD).

2.5 Mandatory Responsive Requirements

The Department will not review Bids from Bidders who do not meet the mandatory responsive requirements listed in Attachment F, Mandatory Responsive Requirements.

Note: The Department will perform an initial responsiveness check. Bids found to be non-responsive will not be considered for award. The Department reserves the right to act upon information discovered during and after the initial responsiveness check impacting the responsibility or responsiveness of the Bidder.

2.6 Equal Bids

In the event that there is no multiple award contemplated in the ITB, and the Department receives equal Bids eligible for award, the Department will comply with the following, as applicable: sections 287.057(12), 287.082, 287.087, 287.092, 295.187(4)(a), and 295.187(4)(b), F.S. In order to clarify the Bidders' status with regard to the applicable statutory preference requirements, the Department may request information from Bidders with equal eligible bids. A Bidder will not be permitted to amend or supplement its Bid in response to such request for clarification.

2.7 Basis of Award

The ITB will be awarded to the responsible and responsive Bidder(s) that submits the lowest responsive bid(s). The Department intends to issue up to 10 awards per region to the responsive and responsible Bidder(s) that submits the lowest Basis of Award price.

Bidders are not required to Bid on all Regions; however, if submitting a bid, the Bidder must complete all required fields by providing pricing for all security guard positions, service lengths (long and short term), and hours (full time, part time and occasional) within each region being bid on for both the initial and renewal terms. The Basis of Award price will be used for award purposes only and will be calculated by totaling the items listed below:

Weighted average of hourly rate prices for all positions for Initial Term Pricing, Long Term Commitment, Full Time (weight factor = .18)

Weighted average of hourly rate prices for all positions for Initial Term Pricing, Long Term Commitment, Part-Time (weight factor = .12)

Weighted average of hourly rate prices for all positions for Initial Term Pricing, Long Term Commitment, Occasional (weight factor = .06)

Weighted average of hourly rate prices for all positions for Initial Term Pricing, Short Term Commitment, Full Time (weight factor = .12)

Weighted average of hourly rate prices for all positions for Initial Term Pricing, Short Term Commitment, Part-Time (weight factor = .08)

Weighted average of hourly rate prices for all positions for Initial Term Pricing, Short Term Commitment, Occasional (weight factor = .04)

Weighted average of hourly rate prices for all positions for Renewal Term Pricing, Long Term Commitment, Full Time (weight factor = .12)

Weighted average of hourly rate prices for all positions for Renewal Term Pricing, Long Term Commitment, Part-Time (weight factor = .08)

Weighted average of hourly rate prices for all positions for Renewal Term Pricing, Long Term Commitment, Occasional (weight factor = .04)

Weighted average of hourly rate prices for all positions for Renewal Term Pricing, Short Term Commitment, Full Time (weight factor = .08)

Weighted average of hourly rate prices for all positions for Renewal Term Pricing, Short Term Commitment, Part-Time (weight factor = .0525)

Weighted average of hourly rate prices for all positions for Renewal Term Pricing, Short Term Commitment, Occasional (weight factor = .0275)

The Department reserves the right to reject all Bids. The Department reserves the right to award Contract(s) to the next lowest responsive Bid(s) from responsible and responsive Bidder(s) to this solicitation if a previously awarded Bidder or the Department is unable to fully execute the awarded Contract(s).

2.8 Electronic Posting of Notice of Intent to Award

The Department will electronically post a 'Notice of Intent to Award' on VIP in accordance with the Timeline of Events. The 'Notice of Intent to Award' will remain posted for a period of 72 hours, not including Saturdays and Sundays or State holidays, as specified in section 110.117, F.S.

2.9 Contract Formation

The Department may issue a 'Notice of Intent to Award' to award Contract(s) to successful Bidder(s). However, no contract shall be formed between a Bidder and the Department until both parties sign the Contract. The Department shall not be liable for any work performed before the Contract is effective.

The Department intends to enter into the Contract(s) with Bidder(s) pursuant to the 'Basis for Award' section of this solicitation. No additional documents submitted by a Bidder shall be incorporated in the Contract unless they are specifically identified, incorporated by reference,

and approved by the Department. If any additional documents are submitted by the Bidder, the additional documents will not be considered for the Basis for Award.

2.10 Other Requirements Following Award

2.10.1 Registration with the Florida Department of State

If awarded a Contract, the Bidder shall provide a PDF file of its current and active registration with the Florida Department of State prior to execution of a Contract or, if exempt from registration, a statement to that effect noting the basis for the exemption. Bidders should note that foreign entities are required to obtain a Florida Certificate of Authorization pursuant to applicable Florida Statutes from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. For additional information, please visit <https://dos.myflorida.com/sunbiz/>.

2.10.2 Florida Substitute Form W-9

It is the responsibility of the awarded Bidder to complete a Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service receives and validates the information provided on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit <https://flvendor.myfloridacfo.com/>.

3 RESPONDING TO THE ITB

3.1 General Instructions

The PUR 1001, General Instructions to Respondents (10/06), is incorporated by reference and is accessible at https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf.

3.2 Special Instructions

The following special instructions modify the general instructions provided in the incorporated PUR 1001.

Paragraphs 8 and 13 of the PUR 1001 is inapplicable in its entirety.

Paragraphs 3, 4, 5, 7, 9, 14, 15, 19, and 20 of the PUR 1001 are inapplicable and are replaced as follows:

3. Submission of Bids. Bids must be submitted in accordance with Section 3.3 of this ITB.

4. Terms and Conditions. All Bids are subject to the terms of this solicitation, which, in case of conflict, will have the order of precedence listed in the 'Order of Precedence for Solicitation' section.

The Department will not accept any unrequested terms or conditions submitted by a Bidder, including any appearing in documents attached as part of a Bidder's response. In submitting its Bid, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

5. Questions. Questions shall be submitted in accordance with the 'Question Submission' section of this solicitation.

7. Convicted Vendor, Discriminatory Vendor, and Antitrust Violator Vendor Lists.

a. Convicted Vendor List.

Pursuant to section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

b. Discriminatory Vendor List.

Pursuant to section 287.134, F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Antitrust Violator Vendor List.

Pursuant to section 287.137, F.S., a person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9. Bidder's Representation and Authorization. In submitting a Bid, each Bidder certifies that it understands, represents, and acknowledges the following:

- a. The Bidder is not currently under suspension or debarment by the State or any other governmental authority.
- b. The Bidder currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- c. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Bid.
- d. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Bidder or potential Bidder; neither the prices nor amounts, actual or approximate, have been disclosed to any other Bidder or potential Bidder, and they will not be disclosed before the solicitation opening.
- e. The Bidder has fully informed the Department in writing of all convictions of the Bidder, its affiliates (as defined in section 287.133(1)(a), F.S.), and all directors,

officers, and employees of the Bidder and its affiliates for violation of any state or federal law involving a public entity crime (as defined in section 287.133(1)(g), F.S.). This includes disclosure of the names of current employees who were convicted of public entity crimes while in the employ of another company.

- f. Neither the Bidder nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or in a position involving the administration of federal funds:
 - o Is presently indicted or, within the preceding three years, has been convicted or found guilty of, or found civilly liable for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - o Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- g. The products and services offered by the Bidder conform to the specifications contained herein without exception.
- h. The Bidder has read and understands the terms and conditions listed in the Draft Contract, and the submission is made in conformance with those terms and conditions.
- i. If an award is made to the Bidder, the Bidder agrees that it will execute the Draft Contract.
- j. The Bidder has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Bid, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Bid.
- k. The Bidder shall indemnify, defend, and hold harmless the Department, Customer, and their employees against any cost, damage, or expense which may be incurred or be caused by the Bidder's Bid (including any errors therein).
- l. All information provided by, and representations made by, the Bidder are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement may be treated as fraudulent concealment from the Department and Customers of the true facts relating to submission of the Bid. A misrepresentation may be punishable under law.

The Department reserves the right to deem the Bidder non-responsive or non-responsible based on any information provided in, or omitted from, the Bidder's Bid related to the certifications of this section.

14. Firm Response. The Department intends to make an award within sixty days after the date of the opening, during which period Bids shall remain firm and shall not be withdrawn. If award is not made within sixty days, the Bid shall remain firm until the

Department enters into a Contract or the Department receives from the Bidder written notice that the Bid is withdrawn.

15. Clarifying Information. The Department may request, and Bidder shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Bid being deemed non-responsive.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, the entirety of the Bids are public records and are subject to disclosure unless exempt from disclosure by law. If the Bidder considers any portion of its Bid to be Confidential Information, the Bidder is to mark the document as "confidential" and simultaneously provide the Department with a separate, redacted copy of its Bid. For each portion redacted, the Bidder is to briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Bidder is to provide its name and the Department's solicitation name and number and clearly title it, "Redacted Copy." Only portions of material that the Bidder claims are Confidential Information are to be redacted.

In accordance with section 119.0701, F.S., Bids are exempt from production in response to public records requests until such time as the Department provides notice of an intended decision or until 30 days after opening the Bids, whichever is earlier. After that time, the Department will provide the redacted copy, if any, in response to a public records request.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which documents that are marked as "confidential" are responsive, the Department will provide the redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as "confidential" in a legal proceeding, the Department will give the Bidder notice of the demand or request. It will be the Bidder's responsibility to take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Bidder fails to take appropriate and timely action to protect the materials it has designated as Confidential Information, the Department will provide the unredacted materials to the requester.

By submitting a Bid, the Bidder agrees to protect, defend, and indemnify the Department for all claims arising from or relating to the Bidder's determination that the redacted portions of its Bid are Confidential Information. If a Bidder fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Department is authorized to produce the entire material submitted to the Department in response to a public records request for, or demand for discovery or disclosure of, these records.

20. Protests. Any protest concerning this solicitation should be made in accordance with sections 120.57(3) and 287.042(2), F.S., and Chapter 28-110, F.A.C. Any communication not in accordance with these sections or the solicitation, including questions to the Procurement Officer, will not constitute formal notice of a protest.

3.3 How to Submit a Bid

- 3.3.1** The bidder must submit one hard copy of the entire Bid and all required attachments.
- 3.3.2** In addition to the hard copy, the Bidder must submit one electronic copy of the entire Bid and all required attachments on a USB flash drive, or thumb drive. **All electronic Bids should be fully searchable.**
- 3.3.3** Bids should be clearly marked on the outside of the package with the ITB number, Bidder name, and Procurement Officer name.
- 3.3.4 Bids must be submitted to the Procurement Officer by the date, time and location listed in the Timeline of Events section of this ITB. The Bidder is responsible for ensuring its Bid is delivered on the proper date and time and to the proper location. Do not wait until the last minute to submit a Bid.**

Hard copy and electronic Bids must consist of identical information. In the event of a conflict, the electronic version will control.

3.4 Modification or Withdrawal of Bid

Bidders are responsible for the content and accuracy of their Bids. A Bidder may modify or withdraw its Bid at any time prior to the Bid due date and time set forth in the 'Timeline of Events' section by contacting the Procurement Officer via email. A modified bid may then be submitted in accordance with section 3.3, How to Submit a Bid, prior to the Bid due date and time.

3.5 Cost of Bid Preparation

The costs related to the development and submission of a Bid are the full responsibility of the Bidder and are not chargeable to the Department.

3.6 Independent Preparation

A Bidder shall not, directly, or indirectly, collude, consult, communicate, or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

3.7 False or Erroneous Information

A Bidder who submits false or erroneous information may be deemed non-responsive and not awarded a Contract. If the Bidder's Bid is found to contain false or erroneous information after Contract award, the Contract may be terminated, and the Department may pursue any other legal action available.

ITB ATTACHMENTS AND EXHIBIT

Attachment A, Scope of Work

Attachment B, Price Sheet

Attachment C, Additional Special Contract Conditions

Attachment D, Special Contract Conditions
Attachment E, Draft Contract
Attachment F, Mandatory Responsive Requirements
Attachment G, Certification of Drug Free Workplace (if applicable)
Attachment H, Draft SLA
Attachment I, Region Map
Exhibit A, Facility List

Required Documents to be submitted by vendor prior to ITB opening

Vendor's completed Attachment B, Price Sheet
Vendor's completed Attachment F, Mandatory Responsive Requirements

Optional Documents to be submitted by vendor prior to ITB opening

Vendor's completed Attachment G, Certification of Drug Free Workplace (if applicable)

Attachment A Scope of Work

1. Purpose

To provide Customers with Security Guard Services, pursuant to the terms set forth in this Scope of Work (SOW). A map of the service regions is set forth in Attachment I, Region Map.

2. Commodity Code List

UNSPSC	Class/Commodity Description
92121500	Guard services
92121502	Burglary protection services
92121504	Security guard services

3. Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); Attachment D, Special Contract Conditions; and the PUR 1001, General Instructions to Respondents (10/06), are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

Ancillary Equipment – May be provided to Customers in addition to Security Guards. Ancillary Equipment is considered optional and only the items listed on the Price Sheet can be purchased.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity Code –The State's numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the Contractor for the Security Guard Services STC.

Contractor – A vendor that enters into a Contract with the Department as a result of ITB No. 23-92121500-ITB-V3.

Contract Manager – The representative designated by the Customer who will oversee all aspects of the Customer's Contract, monitor expectations, and serve as the primary point of contact for the Contractor.

Customer – A State Agency (inclusive of the Department) or Eligible User.

Department – The Department of Management Services, a State Agency.

Duly Qualified – possessing the requisite skills, abilities, credentials, and experience.

Duty Roster – The assigned Security Guards work schedule.

Florida Law Enforcement Officer – as defined in section 943.10 (1), F.S., any person who is elected, appointed, or employed full time by any municipality or the state or any political subdivision thereof; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state.

Off Duty – not engaged in one's regular work.

End User – The person or entity that uses the commodity or service.

Extraordinary Single Incident Report – A report that is completed when a rare, unusual, significant, or uncommon event occurs during a shift.

Facilities – Those facilities for which the SLA shall apply as identified in Exhibit A, Facility List.

Facility Manager – The local Customer representative designated for a facility to oversee and manage a facility, who will serve in a contract management capacity for the applicable facility.

Fire and Life Safety Program – Instruction on protocol regarding fire and life safety.

Guard Tour Patrol System – An electronic patrolling system used to log the rounds conducted by the Security Guard on post at any given time during his or her assigned shift that documents the time and date that patrols have taken place.

Post Orders – Defines the security guard's duties – the “what, when, where, and why.”

Security Guard – A person licensed to provide services as a Security Guard in accordance with Chapter 493, F.S. The term Security Guard, Security Officer, and Security Guard Officer may be used interchangeably.

Security Guard Services or Services – The enforcement of rules, regulations or procedures adopted to ensure prompt action is taken to prevent or minimize losses, accidents, fires, property damage, safety hazards, or security incidents. Includes provision of Security Guards, any Ancillary Equipment, and all obligations of Contractor under the Contract.

Service Level Agreement (SLA) – A document executed by a Customer and the Contractor which includes, but is not limited to, tasks, deliverables, expectations, timelines, and financial consequences for non-performance that a Contractor shall provide to the Customer.

Site-Specific – Specific to that particular location.

State – The State of Florida.

United Nations Standard Products and Services Code (UNSPSC) – A commodity code list used by the State.

4. Scope of Work

4.1 Description of Scope

The Contractor will provide Security Guard Services for the awarded regions of service as set forth in the Contract. The Contractor shall ensure Security Guards and any provided Security Guard Services properly carry out the primary duty of safeguarding Customer employees, the general public, and the applicable property. The Contractor shall provide all labor, supervision, materials, and equipment necessary to perform and complete the services in all respects in accordance with the Contract (including any Customer SLA). The Contractor shall perform all services in a timely and professional manner and in accordance with the terms of the Contract (including any Customer SLA).

4.2 Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Services supplied are compliant with the requirements, specifications, terms, and conditions of the Contract (including any Customer SLA). Additionally, the Contractor shall ensure that all commodities ordered by the Customer are fully compatible with each other and with any associated pre-existing Commodity possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver a Service(s) and/or commodity that is fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions.

4.3 Request for Quote Requirements

Customers shall use a Request for Quote in accordance with section 287.056(2), F.S., when making purchases off the Contract. The terms of the Customer's purchase shall not conflict with the terms and conditions established by the Contract. In accepting a Customer's purchase, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables, and agrees to be fully accountable for the performance thereof.

5. Operational Hours

5.1 Contractor will maintain an administrative office during the term of the Contract, and any renewals, which shall be open from 8:00 a.m. through 5:00 p.m. at the Customer's location, on business days. The administrative office does not need to be open on holidays observed by state agencies as defined in the Holidays section of the Scope of Work.

5.2 Provision of Security Guard Services and Ancillary Equipment may vary based on each Customer's service needs. Security Guard positions, service lengths (long and short term) and hours (full time, part time and occasional) may vary. Service lengths are as follows:

5.2.1 Long Term Commitment: One or more years of Security Guard Services provided to a Customer

- 5.2.2 Short Term Commitment:** Less than one year of Security Guard Services provided to a Customer
- 5.2.3 Full Time:** 35 to 40 hours per week of Security Guard Services provided to a Customer
- 5.2.4 Part-Time:** 1 to 34 hours per week of Security Guard Services provided to a Customer
- 5.2.5 Occasional:** Days, hours, and frequency of Security Guard Services provided to a Customer may vary. This type of length of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.

5.3 Security Guards may not work more than 40 hours a week unless authorized to do so by the Customer in writing prior to the provision of services in excess of 40 hours per week.

5.4 No Security Guard shall work more than 12 consecutive hours, in any 24-hour period. This limitation may be waived by the Customer in emergency situations that are beyond the control of the Contractor, i.e., weather conditions preventing the next shift from getting to the facility. The Contractor must notify the Facility Manager and the Customer's designated point of contact about any emergency situation as it occurs and request a written waiver of this term for each occurrence.

6. Licensing Requirements/Eligibility Requirements

6.1 All armed and unarmed Security Guards must have the applicable state of Florida Department of Agriculture and Consumer Services Security Guard Class license(s) necessary for the position they serve under the Contract, which are to be kept current and on the Security Guard's person while on duty.

6.2 The Contractor is to hold a current state of Florida Department of Agriculture and Consumer Services Class "B" Security Agency license.

6.3 The Contractor shall ensure that its company, and all employees, have valid, current licenses in accordance with Chapter 493, Florida Statutes, to perform Security Guard Services throughout the Contract term, including any renewals. The Contractor shall provide copies of licenses and certificates to the Department or Customer upon request.

6.4 The Contract, and any Customer SLA, may be terminated if an unlicensed individual performs services under the Contract for any Customer.

6.5 All armed and unarmed Security Guards employed by the Contractor must have a minimum of one year of similar Security Guard Services experience.

6.6 All supervisory staff must have at least three years of similar Security Guard Services experience.

6.7 The Contractor must notify both the Customer's Facility Manager and Contract Manager, as well as the Department's Contract Manager, in writing within one calendar day upon discovering that any employed Security Guard no longer has a valid, active license

necessary to provide Security Guard Services. Upon such notification, the Contractor must immediately remove the unlicensed person from service and will arrange for a new Security Guard to provide Security Guard Services for the impacted Customers within a time frame mutually agreed upon by the Contractor and the Customer.

7. Position Descriptions

The following are descriptions of Security Guard positions which may be offered under the Contract for Customers:

- 7.1 Security Guard Level I:** An unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license.
- 7.2 Security Guard Level II:** An unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and a minimum of two years prior experience as a Class "D" licensed Security Guard Officer is required. A two-year background in law enforcement may be substituted for prior years of experience.
- 7.3 Security Guard Level III:** An armed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. A minimum of two years prior experience as a Class "D" licensed Security Guard Officer is required. A two-year background in law enforcement may be substituted for prior years of experience.
- 7.4 Security Guard Level IV:** An armed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. A minimum of five years prior experience as a Class "D" licensed Security Guard Officer and a minimum of two years prior experience serving as a Class "D" licensed Security Guard with a Class "G" Statewide Firearm license. A five-year background in law enforcement may be substituted for prior years of experience.
- 7.5 Security Guard Level V:** An armed or unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. A minimum of five years prior experience as a Class "D" licensed Security Guard with a Class "G" Statewide Firearm license. A five-year background in law enforcement may be substituted for prior years of experience. The individual shall also have the ability to supervise, monitor, and regulate individuals with a Class "D" Security Guard license and a Class "G" Statewide Firearm license in their performance of their assigned duties under the Contract. This level of Security Guard may be a site-supervisor when a Customer requires multiple Security Guards present at the same time to coordinate security service efforts.
- 7.6 Security Guard Level VI:** An armed or unarmed individual with Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. A minimum of ten years' experience as a Class "D" licensed Security Guard with a Class "G" Statewide Firearm license. A ten-year background in law enforcement may be substituted for prior years of experience. The individual shall have the ability to supervise, monitor, and regulate Security Guard individuals with a Class "D" Security Guard license and a Class "G" Statewide Firearm license in their performance of assigned duties. When a Customer requires multiple site-supervisors for large or complex

sites, this level of Security Guard may be a project manager responsible for coordination of all security service efforts, including managing site-supervisors.

- 7.7 Emergency Response Security Guards:** These are licensed Security Guards, either armed or unarmed, who provide services when an executive order has been issued by a governmental entity. An unarmed Emergency Response Security Guard shall have a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license. An armed Emergency Response Security Guard shall have a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. The Contractor will be required to provide Emergency Response Security Guards as specified by the Executive Order and/or at the Customer's request. Emergency Response Security Guards must have training in first response and may be required to work irregular hours, work more than eight hours per day, work extended periods (including weekends and holidays), work at locations other than their official headquarters, and/or work in adverse conditions. Travel expenses for the Emergency Response Security Guards shall be on a cost reimbursement basis, in accordance with Section 112.061, F.S. Customers may have additional policies regulating travel which the Emergency Response Security Guards may need to adhere to.

8. Tasks/Deliverables

The Contractor will be responsible for the following tasks/deliverables at/for each location:

- 8.1** Furnish trained and qualified armed and unarmed Security Guards to provide services as requested by the Customer. This service will be continuous regardless of weather, disaster, or threatened or actual organized labor actions.
- 8.2** Provide supervision of Security Guards to ensure compliance with the Contract and Contractor's security policies, procedures, and orders.
- 8.3** Require Security Guards to enforce the Customer's and the Contractor's security policies, procedures, and orders and ensure Security Guards perform all duties in accordance with the terms of the Contract and the written instructions in a Customer's SLA.
- 8.4** Designate a single point of contact to be the liaison for the State and Contractor staff in order to handle the day-to-day operations.
- 8.5** Work with the Customer to develop site-specific instructions and Post Orders within 30 days from SLA execution. These instructions and Post Orders may include, but are not limited to; standing security post, roving security patrols, monitoring security systems, supervising other security guards maintaining security infrastructure, and carrying out other basic security tasks as required by individual properties. All site-specific instructions and Post Orders are to be approved by the Customer prior to finalizing and distributing to Security Guards. Security Guards are responsible for reviewing and complying with the instructions and Post Orders.
- 8.6** Create Standards of Conduct that the Security Guards must abide by and provide a copy of the Standards of Conduct document to the Department's Contract Manager or designee upon request.

- 8.7** Maintain a Duty Roster of all Security Guards and security management employees, to be provided to the Customer on a monthly basis. Any person(s) who reports for work and identifies themselves as someone other than a person listed upon the official Security Guard Duty Roster shall be denied access to the facility and reported to the proper authorities.
- 8.8** Ensure all Security Guards display a picture I.D. when working at a Customer's site.
- 8.9** The Security Guard Services provided to Customers will include, but not be limited to, ensuring Security Guards perform the following:
 - 8.9.1** Maintain discipline, professional appearance in accordance with the Uniforms and Equipment section of this SOW, professional demeanor, integrity, and attention to duty.
 - 8.9.2** Review and administer the Customer's site security procedures, instructions, and Post Orders.
 - 8.9.3** Review and comply with the applicable Customer standards of conduct and ethics.
 - 8.9.4** Perform access control of persons, vehicles, and other property.
 - 8.9.5** Perform site surveillance (by either foot or vehicle).
 - 8.9.6** Identify and provide a written report of security and safety violations within 24 hours to the Customer, unless immediate action is necessary. Security Guards are to have effective report writing skills.
 - 8.9.7** Ensure Security Guards maintain files for security-related documentation at each security station (Post Orders, Site-specific instructions, training materials, etc.).
 - 8.9.8** Assist the Customer's personnel in emergency situations as identified by the Customer. If an emergency extends beyond the normal working hours, the Security Guard will be paid for additional hours at the standard rate of pay. Security Guards may be diverted by the Customer from normal assignment duties to respond to emergency situations or special duty assignments. No additional costs shall be charged to the Customer for such diversion of Security Guards for emergency situations; however, the Contractor will not be penalized for any regular daily work task not completed by the Security Guard due to their participation in such emergency activities.
 - 8.9.9** Take prompt action to prevent or minimize losses, accidents, fires, property damages, safety hazards, and security incidents. The Security Guard will take appropriate action on any breach of security, suspicious activity, or safety hazard by notifying local Law Enforcement, Emergency Medical Services (EMS), and the Customer's Facility Manager.
 - 8.9.10** Assist Customer staff in the execution of testing a facility's Fire and Life Safety Program.

- 8.9.11** Operate the Customer's security console, security system, elevator system, fire and life safety system, and other safety devices installed and maintained by the Customer as reviewed, discussed, and provided during on-the-job training.
- 8.9.12** Monitor alarms, surveillance screens, and recording devices. This includes monitoring the fire alarm system and responding to any sites where an alarm has been activated, taking appropriate action when needed, and communicating findings to the Customer to determine if the situation warrants contacting the police or the fire department.
- 8.9.13** Investigate unusual occurrences in and about the premises and maintain an awareness of special activities taking place throughout the facility and property.
- 8.9.14** Conduct random walking patrols at least two times every hour throughout the Customer's facility (including interior stair wells), grounds, and parking lots, being alert for suspicious persons, suspicious packages, personal and Customer's property exposed to theft, and safety concerns. Security Guards shall vary their rounds so as not to be predictable in the arrival times or the time spent at each location.
- 8.9.15** Inspect exterior doors for proper lock down at the facility's set closing time.
- 8.9.16** Where applicable, ensure availability as required for special events and situations where Customer provides Contractor with 24 hours advanced notice.
- 8.9.17** Be capable of performing their duties in response to any on-site call received from the Customer within five (minutes of receiving the call.
- 8.9.18** Where applicable, comply with the Customer's hazardous materials communication program and the Customer's asbestos operations and maintenance program, which the Customer will provide to the Contractor upon Contract execution.
- 8.9.19** Read and become familiar with applicable State of Florida and Customer's security policies and procedures, to include evacuation procedures.
- 8.9.20** Provide Customer with a replacement Security Guard(s) when Customer requests to rotate or transfer Security Guard(s) when deemed necessary, or at time intervals specified in the SLA.

9. Hiring Standards/Maintaining Employment

The Contractor shall ensure the Security Guards meet or exceed the minimum hiring standards set forth below before assignment to a Customer. The Contractor shall ensure the Security Guards maintain these standards for employment throughout the Contract term, including any renewal term. The Customer reserves the right to request proof of compliance with standards, interview employees, and reject any employee that it deems unqualified.

9.1 Minimum Hiring Standards

The Department requires the Contractor's Security Guards meet or exceed the minimum standards set forth below before assignment to the premises:

- 9.1.1** Must possess a state issued identification card.
- 9.1.2** Must possess a valid and active driver's license if assigned to drive a motor vehicle to provide security guard services.
- 9.1.3** Successfully pass a drug test upon hire.
- 9.1.4** Prior to assignment to the Customer premises, and when Contractor performs refresh background screening, successfully pass a background check, ordered and paid for by the Contractor, through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard which will include a check of the following databases:
 - Social security number trace, and
 - Criminal records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such data available).
- 9.1.5** Successfully pass any other background investigations as required by the Customer SLA.
- 9.1.6** Successfully pass a pen and paper literacy test administered by the Contractor including, but not limited to, spelling and grammar. Contractor shall furnish results to Customer or DMS upon request.
- 9.1.7** Complete all required training courses as mandated in state and locality of employment.
- 9.1.8** Meet state licensing requirements for the applicable Security Guard position prior to placement in accordance with the applicable provisions in Chapter 943, F.S., and Chapter 5N-1, F.A.C.
- 9.1.9** The Contractor's employees must be able to read, write, speak, and understand English clearly. Additionally, upon Customer's request, Security Guards must be bilingual, with English as the primary language and Spanish as the secondary language. This requirement will be exercised on a case-by-case basis and will be specified in the Customer SLA.
- 9.1.10** Must be physically able to accomplish various tasks that must be performed including, but not limited to, quickly ascending and descending multiple flights of stairs and lifting weight of at least 40 pounds (unless written approval is obtained from the Department that either of or both of these physical requirements are not necessary).
- 9.1.11** Maintain a well-developed level of maturity necessary for professional interaction.

- 9.1.12** Maintain a neat, clean, well-groomed, and professional appearance while providing services in accordance with the Uniforms and Equipment section of this SOW.
 - 9.1.13** Act in accordance with the terms and conditions of the Contract (including the Customer SLAs).
 - 9.1.14** Be familiar with, and ensure the facilities are in compliance with, all existing standards, codes, rules and regulations. Report any failures or insufficiencies in the delivery of any service to the Customer.
 - 9.1.15** Be responsive at all levels of service to meet Customer needs.
- 9.3** The Contractor's hiring practices will be in conformance with all relevant federal and state employment laws.
- 9.2** The Contractor must have a written drug, alcohol, and other contraband policy pertaining to the use, possession, or transfer of illegal drugs, alcohol, and other contraband items, (including simulated (look-alike) drugs, drug paraphernalia, alcohol, unapproved firearms, explosives, and other weapons). The written policy must include procedures for maintaining a comprehensive drug and alcohol testing program. The Contractor will be solely responsible for ensuring that employees assigned to a facility have been informed of and understand the Contractor's written policy. The Contractor will ensure that copies of said policy are provided to all Security Guards, to the Customer, and the Department upon request.
- 9.3** Security Guards found in violation of the Contractor's written policy, including personnel who return a positive test on a drug screen in violation of the Contractor's approved policy, will not be assigned to a facility or must immediately cease providing services under the Contract. It will be the responsibility of the Contractor to timely provide replacement services at the Customer location. The Contractor will be required to comply with and enforce this policy with respect to the Contractor's employees, as part of employment.
- 9.4** The use or possession of property belonging to the Department, Customer, or another person without the permission of the rightful owner of such property is not permitted. Security Guards found in violation of this term must immediately cease providing services under the Contract and it will be the responsibility of the Contractor to timely provide replacement services.
- 9.5** The Customer shall reserve the right to contact local authorities to conduct reasonable searches of Security Guards, including privately owned vehicles, while on the property at any time, if permissible under applicable state and local laws.
- 9.6** Security Guards will not leave assigned posts at any time during a shift, unless relieved by the appropriate duty personnel, or unless specifically authorized by the Customer's Contract Manager or Facility Manager to leave the post. Security Guards shall bring their necessary meals for consumption on the premises. Security Guards are allowed to eat at desk/post.

In regions where multiple Contractors have been awarded, Customers shall request a quote from all vendors awarded in the region. The Contractor is required to enter into an SLA with each Customer prior to providing any Security Guard Services for the Customer. Prior to the execution of the SLA, the Contractor shall discuss with the Customer the Security Guard Services requested and perform an on-site assessment, if necessary, to determine the most cost-effective methods of performing the required Security Guard Services. Customers shall create an SLA using Attachment H, Draft SLA, describing the specific Security Guard Services required by the Customer, as well as any unique requirements, prior to purchasing Security Guard Services from the Contract. Each Customer's SLA shall be attached to the purchase requisition in MyFloridaMarketPlace (MFMP) or incorporated into a formal contract between the Customer and the Contractor. Customers are permitted to negotiate terms and conditions which supplement those contained in the Contract. Such additional terms shall not conflict with the terms and conditions established by the Contract. Specific terms and conditions within an SLA are only applicable to that SLA and shall not be construed as an amendment to the Contract. The Contractor agrees it will not subcontract any of the Security Guard Services it provides pursuant to the Contract.

10.1 The Contractor shall:

- 10.1.1** Provide supervision of Security Guards to ensure compliance with the Contract and Contractor's security policies, procedures, and orders.
- 10.1.2** Ensure that current, applicable security licenses and driver's licenses or state identification cards are kept on the Security Guard's person while he/she is on duty.
- 10.1.3** Ensure that Security Guards perform all services in accordance with written instructions provided by the Customer's SLA.

10.2 At a minimum, each Customer's SLA must include the following:

- Term of services, not to exceed the term in the Contract,
- Contact information, including the Contract Manager, primary and secondary emergency call procedures,
- Additions to the Contract SOW (if applicable),
- Deliverables,
- Performance Measures, and
- Any Customer specific terms and conditions.

10.3 All SLA changes, modifications, deletions, or additions shall be in writing and must be mutually agreed upon by the Contractor and Customer prior to any such change taking effect.

11. Contract Transition

The Contractor will be required to perform, at no additional cost, transition services for Customers and the Department associated with the end of, or termination of, the Contract or a Customer's SLA to a replacement contract. The complete transition of existing services to replacement

services is hereby explicitly made a criterion for completing the Contract. As part of transition services, the Contractor shall:

1. Provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to any replacement contract.
2. Perform transition tasks for the Department or the Customer upon request, whether or not previously made available, including the following:
 - Provide all Customer documents, books, records, and other property relating to the applicable facility or facilities in Contractor's possession or control.
 - Provide current technical documentation, operations guides, and procedures the Contractor follows to provide the services.
 - Assist Customers with migration of databases and other repositories of information and all State of Florida data to the Customer in a format, method, and timeline acceptable to the Customer and that is consistent with current industry practices and standards.
 - Promptly answer all questions related to the transition and migration of the Contract and the Customer's SLA.
 - Provide such other services, functions, or responsibilities inherent or necessary to the transition of services to a replacement contract.

12. Customer Service

In addition to all other Tasks/Deliverables listed in this SOW, Contractor will be responsible for the following customer service tasks/deliverables:

- 12.1** The Contractor is to provide Customers with contact information for both the Contractor's financial, operations, and Contract administrators. He/she must have the requisite authority to solve problems and respond to Customer representatives on behalf of the company for all matters concerning the Contract. This information shall include:
 - a. Name
 - b. Title
 - c. Email address
 - d. Office Telephone number(s)
 - e. Cellular Telephone number(s)
- 12.2** The Contractor shall maintain a 24-hours a day, 365 days per year call service so that Customers may order Security Guard Services and report any failures, insufficiencies, or other concerns in the delivery of Security Guard Services. This call center must be accessible by means of a single toll-free telephone number. This information must be displayed as signage on the Customer's premises at no additional cost to the Customer. Signage design, quantity, materials, and locations shall be approved by the Customer prior to posting in a Customer's facility, which will be outlined in the Customer's SLA.

- 12.3 The Contractor shall respond within one hour to a Customer's report of failures, insufficiencies, or other concerns in the delivery of Security Guard Services.
- 12.4 The Contractor shall promptly resolve all contractual and Customer concerns, issues, or complaints to the satisfaction of the Customer and the Department within the timeframe established by the Customer or the Department.
- 12.5 The Contractor shall notify the Customer and the Department's Contract Manager immediately if it believes it cannot meet the level of service required in a Customer's SLA.

13. Contractor Inspections

In addition to all other Tasks/Deliverables listed in this SOW, Contractor will be responsible for the following inspection tasks/deliverables at/for each location:

- 13.1 The Contractor shall provide a manager (i.e., Regional and Corporate Headquarters) who will conduct regular, unannounced inspections to ensure Security Guards' compliance with established terms and conditions. The frequency of inspections will be determined in the Customer's SLA.
- 13.2 Inspections performed pursuant to the terms of the Customer's SLA will be documented by the Contractor and the observations from the inspections will be submitted monthly to the Customer Contract Manager.
- 13.3 The Contractor shall utilize inspections as an opportunity to identify areas requiring improvement and subsequently conduct further training and testing for the Security Guard(s) inspected and identified as needing additional improvement.

14. Uniforms and Equipment

- 14.1 Security Guards providing services under the Contract shall report to work in uniforms provided and paid for by the Contractor, unless otherwise specified by the Customer in the SLA. All Security Guards shall be appropriately uniformed in accordance with section 493.6305, F.S. The uniform must clearly identify the employee as a Security Guard working for the Contractor and include a picture ID badge prominently placed on the uniform. Badges may not resemble those of local law enforcement agencies. The uniform shall be neat, clean, pressed, and present a professional appearance. Shoes shall be shined in a manner that is satisfactory to the Customer. Security personnel reporting to work with a uniform that does not meet this standard will be required to change before reporting to work. Time spent changing into the appropriate uniform will not be billed to the Customer. Customers will provide the Contractor with notice of a security personnel reporting to work who is not in compliance with the terms set forth herein, and the Contractor shall provide an immediate replacement, as necessary, to avoid any lapse in coverage.
- 14.2 If the Customer requires a nonuniformed Security Guard, the Customer may also choose to waive the name badge requirement for those Security Guards.

14.3 Security Guards shall be equipped with redundant communication equipment, furnished by the Contractor at no additional cost to the Customer, to be able to communicate with their supervisor, their home office, 911, the local police, and the Customer's Contract Manager. The redundant communication equipment selected shall be in accordance with the Customer's SLA. This redundant communication equipment may include, but is not limited to:

- a. Stationary Telephone
- b. Cellular telephone with long-distance calling capabilities.
- c. Two-Way Radio
- d. Fax Machine

14.4 Keys or access cards to the Customer's property may be issued to Security Guards by the Customer for specific sites. The Contractor is responsible for securing and maintaining the keys or access cards in good working condition. Customers will replace lost keys or access cards at the Contractor's expense. The Security Guard on duty shall document all lost keys or access cards in a written report and provide it to the Customer's Contract Manager and Facility Manager.

14.5 Ancillary security vehicles, as set forth in Attachment B, Price Sheet and the Ancillary Equipment section herein, requested by Customer are to be owned or leased, licensed, and insured by the Contractor. Vehicles used by the Contractor operated on Customer's premises shall prominently display the company's name and telephone number on the exterior of the vehicle. Security vehicles offered by the Contractor shall be operational, kept clean, in good repair, and well maintained at all times. The Customer shall not be responsible for any costs associated with Contractor's upkeep of the security vehicle(s). Parking terms for any security vehicles will be set forth in the Customer's SLA. The following insurance terms and conditions are applicable to the Contractor's service vehicles offered to the Customers through a Contract with the Department to provide ancillary service vehicles.

14.5.1 Automobile Liability Insurance:

Contractor shall obtain and maintain automobile liability insurance, including coverage for liability contractually assumed, which shall cover all owned, non-owned, and hired automobiles used in connection with the Contract. The minimum combined limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$500,000 for each occurrence-bodily injury and property damage combined and \$5,000 medical payment.

14.5.2 Self-Insurance:

For any insurance coverage required hereby, the Contractor may use a self-insurance program, provided such program has received prior written approval of the Department.

Insurance coverage as minimum liability:

- Bodily injury - \$200,000 per individual
- Bodily injury - \$500,000 per accident
- Property Damage - \$500,000
- Medical Payment - \$5,000
- Comprehensive - Non-Deductible
- Collision – Non-Deductible

14.6 The Customer will be responsible for making adequate workspace available for the Contractor at each facility. The Customer may furnish, without cost to the Contractor, materials, equipment, and space in connection with the Contractor's performance of Security Guard Services. Such materials, equipment, and space will be detailed in the Customer's SLA. The Contractor assumes full responsibility for all equipment and materials issued by the Customer for the performance of the services specified in the Customer's SLA. The Security Guards will keep the Customer's space provided in connection with the Contractor's performance of Security Guard Services clean and will not damage the Customer's space. The Contractor shall reimburse the Customer for any repairs to the Customer's space necessary due to the fault of the Contractor or Contractor's agents or employees. Upon termination of the Contract or any SLA, all Customer provided materials, equipment, and space shall be returned to the Customer in good operating condition, less reasonable wear, and tear.

14.7 The Contractor warrants that all products furnished under the Contract by the Contractor shall be free of defective material and workmanship for the life of the Contract, including renewal terms, and will be done so, as to avoid noncompliance.

14.8 If the Contractor damages the Customer's equipment, the Contractor shall replace all equipment and materials lost, damaged, or otherwise unavailable due to the fault of the Contractor or the Contractor's agents or employees:

14.8.1 In addition, the Contractor will be charged a \$100.00 per day penalty for equipment damage that results in any disruption of facility operations or the inability of the Contractor to perform the required contracted services, plus the cost of any employee productivity lost if the facility must be shut down or employees furloughed. The Customer, in coordination with the tenants of the facility affected, shall determine the costs of this productivity interruption. However, the Customer shall make the final decision on the costs. All such costs will be deducted from the Contractor's invoice.

15. Training

In addition to all other Tasks/Deliverables listed in this SOW, Contractor will be responsible for the following training tasks/deliverables:

- 15.1** Each Security Guard shall complete all trainings as required by the Contract and the Customer prior to being assigned to a facility. The Contractor shall be responsible for submitting all lesson plans for Contractor training courses and training records of employees to Customer's Contract Manager on a quarterly basis, and upon request.
- 15.2** The Contractor shall provide a designated Training Coordinator to serve as a point of contact for Customer representatives to ensure adequate training is conducted for all the Contractor's personnel. The Training Coordinator position may be held by a branch trainer or account manager as appropriate to the Contractor size. All formal training of Security Guards is to be administered by an appropriately certified (by an accredited institution of learning or governmental/educational certification body) and experienced individual with strong subject matter expertise. All training will be at the sole cost and expense of the Contractor, unless stipulated otherwise in the Customer's SLA. The Training Coordinator is responsible for the following:
- 15.2.1** Ensuring Security Guards receive ongoing training to maintain licensure in accordance with Chapter 493, Part III, F.S.
 - 15.2.2** Training all staff in the Customer's initiative, customer service, code of conduct, ethics, conflict management, and sexual harassment prevention.
 - 15.2.3** Coordinating and facilitating staff development, licenses, permits, and certifications.
 - 15.2.4** Administering monthly tests as determined by the Customer for staff and re-training any Security Guard who fails an administered test.
 - 15.2.5** Conducting Americans with Disabilities Act (ADA) training, to include service animal training.
 - 15.2.6** Conducting Emergency Operation Procedures (EOP) training specific to the Customer's property/building.
 - 15.2.7** Ensuring each Security Guard completes 16 hours of orientation and basic security training related to general high-rise and mid-rise building issues.
 - 15.2.8** Ensuring each Security Guard completes 16 hours of Contractor supervised on-the-job training to include the Customer's designed training on an as needed basis.
 - 15.2.9** Conducting quarterly Customer training for account managers as required.
 - 15.2.10** Coordinating any specialized Security Guard training that is required by a Customer, which must be specified in the SLA. Customers shall cover the cost of specialized training under this section and the hourly rate for the Security Guard attending the specialized training.
- 15.3** The Customer's premises shall not be used as a training site for the Contractor's personnel, unless mutually agreed upon and specified in the Customer's SLA.

15.4 Mandatory Guard and Supervisor Training

The Contractor, at the Contractor's expense, shall ensure that newly assigned Security

Guards and supervisors are trained at a minimum in the following areas:

- 15.4.1** Orientation and basic security training related to general high-rise and mid-rise building issues.
- 15.4.2** Patrol and observation techniques.
- 15.4.3** Report writing.
- 15.4.4** Customer services and public relations.
- 15.4.5** Fire safety and prevention.
- 15.4.6** Bomb recognition.
- 15.4.7** Conflict management.
- 15.4.8** Interpersonal skills.
- 15.4.9** Incident investigation.
- 15.4.10** Crime prevention.
- 15.4.11** Handling threatening or hostile individuals.
- 15.4.12** Handling violence in the workplace.
- 15.4.13** Computer operations.
- 15.4.14** Emergency call procedures to notify the police/sheriff department of appropriate jurisdiction.
- 15.4.15** Compiling employee log sheets to log the inspections and observations of rounds.
- 15.4.16** Operation of a two-way radio, cellular telephone or other device, to be able to call into the Contractor's headquarters.
- 15.4.17** Emergency call procedures to notify the Customer of a problem.
- 15.4.18** Procedures for identifying and handling suspicious packages.
- 15.4.19** Procedures for identifying and safely responding to bio-medical hazards.
- 15.4.20** Cardiopulmonary Resuscitation (CPR), First Aid, Blood Borne Pathogens, and the use of an Automated External Defibrillator (AED).
- 15.4.21** Americans with Disabilities Act (ADA) training, to include service animal training.
- 15.4.22** Emergency Operation Procedures (EOP) training specific to the Customer's property/building.
- 15.4.23** Where required by Customer, Contractor supervised on the job training to include Customer's designed trainings.

15.5 Mandatory On-Going Guard Training

Each Security Guard shall also receive a minimum of four hours of training every 12 months at the sole cost and expense of the Contractor. Subjects shall include, but are not limited to:

- 15.5.1 Customer service
- 15.5.2 Conflict management.
- 15.5.3 Report writing.
- 15.5.4 Interpersonal skills, including sexual harassment prevention training.
- 15.5.5 Incident investigation.
- 15.5.6 Crime prevention.
- 15.5.7 Handling threatening/hostile individuals.
- 15.5.8 Computer operations.
- 15.5.9 Fire prevention.
- 15.5.10 Observation skills.
- 15.5.11 Effective patrol techniques.
- 15.5.12 Vehicle Operating Training
- 15.5.13 Defensive driving training for all vehicle operators is required.

16. Ancillary Equipment

The Contractor may provide Ancillary Equipment in addition to Security Guards. Ancillary Equipment must support the Customer's Security Guard Services. Such equipment shall be detailed in the Customer's SLA and is limited to the following:

16.1 Vehicles

Equipment, to include motorized and non-motorized, used in conjunction with providing security guard services. The type of vehicles may vary depending upon the location of services: bicycle, golf cart, automobile, SUV, and 4WD truck.

17. Background Screening and Record Retention

All the Contractor's employees, approved subcontractors, and approved agents performing work under the Contract must comply with all security and administrative requirements of the Customer, as described in the Background Screening and Security section of Attachment D, Special Contract Conditions.

17.1 Self-Disclosure

The Contractor shall ensure that all persons have a responsibility to self-report within three calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that person access to any State of Florida premises or from directly performing services under the Contract. Additionally, the Contractor shall require that the person complete an annual certification that they have not received any additional criminal misdemeanor or felony records regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the disqualifying offenses and shall maintain that certification in the employment file.

In addition, the Contractor shall ensure that all persons have a responsibility to self-report to the Contractor within three calendar days, any arrest for any disqualifying offense. The Contractor shall notify the Contract Manager within 24 hours of all details concerning any reported arrest.

17.2 Duty to Provide Secure Data

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any display of such data or data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information. Data cannot be disclosed to any person or entity who is not directly approved to participate in the scope of work set forth in the Contract.

17.3 Customer's Ability to Audit Background Screenings, Inspect Locations and Ensure Contract Compliance

To ensure the Contractor is in compliance with the Contract and adhering to all applicable state and federal rules and regulations, the Customer or the Department reserves the right to audit or inspect the Contractor's background screening process, working area, location, or guard tour patrol system during the term of the Contract. For an audit or inspection to take place, the Customer shall notify the Contractor in writing at least 48 hours prior to the start date of any audit or inspection.

17.4 Record Retention

The Contractor shall retain a list of all persons with access to data, including a statement confirming that each person has passed the background screening required herein. Such a statement shall not include the substance of the screening results, only that the person has passed the screening. The Contractor shall create a written policy for the protection of data, including a policy and procedure for access to data. The Customer reserves the right to provide its own data policy for the Contractor to adhere to. The Contractor shall document and record, with respect to each instance of access to data:

- 1) The identity of all individuals who accessed data in any way, whether those individuals are authorized persons or not.
- 2) The duration of the individuals' access to data, including the time and date at which the access began and ended.
- 3) The identity, form, and extent of data accessed, including, but not limited to, whether the individual accessed partial or redacted versions of data, read-only versions of data, or editable versions of data; and
- 4) The nature of the access to data, including whether data was edited or shared with any other individual or entity during the duration of the access, and, if so, the identity of the individual or entity.

The Contractor shall retain the written policy and information required in this subsection for the duration of the Contract and a period of no less than five years from the date of termination of the Contract and any Contract extensions. The written policy and information required in this subsection shall be included in the Customer's audit and screening abilities as defined in subsection 17.3 of this SOW. The written policy and

information required in this subsection shall also be subject to immediate disclosure upon written or oral demand at any time by the Customer or its designated agents or auditors.

Failure to compile, retain, and disclose the written policy and information as required in this subsection shall be considered a breach of the Contract. The resulting damages to the Customer from a breach of this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damage will be numerous, complex, and unreasonably burdensome to prove. The Parties acknowledge these financial consequences are liquidated damages, exclusive of any other right to damages, not intended to be a penalty and solely intended to compensate for unknown and unascertainable damages. The Contractor therefore agrees to credit the Customer the sum of \$1,000 for each breach of this subsection.

18. Staff Assignments

- 18.1** The Contractor shall maintain Security Guards and supervisors that are ready to assist the Customer immediately in the event of flood, fire, natural/manmade disaster, or any other emergency. The Contractor will provide evidence of available utility/reinforcement Security Guards to the Customer's Contract Manager and Facility Manager when requested.
- 18.2** The Contractor is responsible for creating a master schedule for Security Guards provided in accordance with a Customer's SLA and providing it to the Customer in writing when requested. Prior to a Security Guard being assigned to a facility, whether a permanent employee or temporary replacement, the Contractor shall certify that all requirements of the Contract have been met. The Customer reserves the right to interview all new permanent or temporary employees prior to placement. The Contractor will supply the Customer's Contract Manager and Facility Manager with notification of any changes to the master schedule or vacation schedules no less than seven days in advance.
- 18.3** Contractor will maintain a group of substitute/alternate Security Guards trained on the Customer's facility for assignment as required. The Contractor will supply an updated list of trained Security Guards trained to perform security guard services at the Customer's facility on a quarterly basis or as requested by the Customer.
- 18.4** In the event the assigned Security Guard is unable to perform the services as required, the Contractor shall supply another Security Guard(s), as necessary, at no additional cost to the Customer, to ensure that all assignments are performed.
- 18.5** The Contractor shall provide coverage of additional shifts or special requests as approved by the Customer pursuant to this section and the Staffing Requirement and Security Guard Turnover Rate section of this SOW, at standard hourly billing rates.

19. Staffing Requirement and Security Guard Turnover Rate

- 19.1** It is the responsibility of the Contractor to ensure the Customer facility(ies) are staffed in accordance with the Customer's facility list as incorporated through the SLA for all scheduled shifts. Allowances shall not be granted to compensate for additional costs or personnel required to satisfy the staffing requirements in the event of illness, personnel absence, tardiness, or relief. The Contractor shall be solely responsible and liable for filling these positions including, but not limited to, finding replacement Security Guard(s)

to work at a Customer facility(ies) as needed. A one-week advanced notification is required for any Security Guard taking approved leave time. The Contractor must provide the name of the replacement Security Guard to the Customer's Contract Manager and Facility Manager, at least seven days in advance. In the event a scheduled Security Guard is unexpectedly not available for a duty shift, the Contractor shall ensure the Customer's Contract Manager and Facility Manager are notified immediately and the Customer's facility is timely provided a replacement Security Guard to cover the shift. The Contractor will not be compensated for any additional services performed, unless approved and authorized in a written SLA modification by the Customer.

- 19.2** The Contractor shall make Security Guard Services available to the Customer based on established scheduled hours for the proposed length of the Contract. Security Guards are not to work more than 40 hours in a work week unless overtime is requested and authorized in advance by the Customer in writing. For authorized overtime work, Customer may be invoiced up to one and one-half times the applicable contracted hourly rate. The Contractor will not invoice the Customer for unauthorized overtime hours worked and will be financially responsible for any additional compensation owed to an individual for overtime hours worked, beyond that invoiced to the Customer, in accordance with the Fair Labor Standards Act as set forth in 29 U.S.C. Chapter 8. This includes when Contractor employees are called in by Contractor to re-staff vacated shifts that do not have a permanent Security Guard stationed. The Customer reserves the right to add or subtract hours from a schedule as identified in the Customer's SLA with a 30 day written notice.
- 19.3** The Customer reserves the right to add facilities to each awarded region of service under the Contract. Security Guard Services at added facilities will be charged at the same established hourly rate for the Region. The Customer also reserves the right to delete facilities from Customer's facility list resulting in a price reduction equal to the amount set forth in the Contract pricing.
- 19.4** The Contractor may be authorized or required to furnish unscheduled uniformed Security Guards for the premises or other location(s) designated by the Customer according to the rates established in the pricing schedules and pursuant to all other provisions of the Contract.
- 19.5** If required by the Customer's SLA, the Contractor shall submit job descriptions for all positions to be approved by the Customer's Contract Manager.
- 19.6** Security Guard turnover rates are of primary concern to the Customer. The Contractor agrees to employ a continuous effort to achieve minimal turnover rates. Turnover shall mean the number of Security Guards hired to replace those leaving or dropped from the Contractor's work force. Turnover rates shall include Security Guards who willingly leave the company, are laid off from the work force, or are terminated for cause (not to include personnel changes at the Customer's request).
- 19.7** The Customer reserves the right to reject any employee of the Contractor whom the Customer deems is not qualified.

20. Coverage

The Contractor is responsible for maintaining sufficient staffing to ensure Security Guards are available to work at the Customer's facility list as incorporated through the SLA. Customer's facility(ies) shall be staffed in accordance with the Customer's SLA. In the event there is no Security Guard available for any duty shift, the Contractor shall hire and pay a Duly Qualified Off Duty Florida Law Enforcement Officer to cover the shift at no additional cost to the Customer. An off-duty Florida Law Enforcement Officer will provide services wearing a law enforcement issued uniform.

20.1 Security Guard Supervision

The Contractor will provide assigned operations manager(s) to assure adequate supervision of all Contractor's personnel. All operations managers shall have earned their positions with proven performance records and may be interviewed by the Customer's Contract Manager prior to assignment. Operations managers' duties/responsibilities shall include, but are not limited to, the following:

- 20.1.1** Interview and approve all newly hired staff for the Customer's property portfolio.
- 20.1.2** Participate in the creation and quarterly updates of the Building Fire/Disaster Plans and Building Post Orders.
- 20.1.3** Ensure Security Guards maintain Contract compliance (i.e., training, licenses, certifications, etc.).
- 20.1.4** Facilitate effective communication with the Customer's on-site Facility Manager and Security Guards.
- 20.1.5** Recommend staffing, as needed.

21. Reporting and Documenting Procedures

- 21.1** The Contractor shall provide the Customer monthly written reports relating to key performance indicators and other matters including, but not limited to, cost minimization activities, service exception reports, satisfaction and performance surveys, periodic service requests, and monthly call center logs (with issue status reports).
- 21.2** The Contractor shall prepare written monthly reports for the Customer detailing the previous month's security-related activity and crime incidents that occurred at each post. Specific tables, charts, summaries, etc., will be included in these reports. The Contractor shall also summarize and submit these reports to the Customer on an annual basis on the anniversary date of the commencement of the Contract.
- 21.3** An Extraordinary Single Incident Report must be completed by the Contractor when a firearm is discharged, someone is injured, or a major criminal act or significant event occurs. An incident that requires an Extraordinary Single Incident Report will also be verbally reported by the Contractor to the Customer's Contract Manager and Facility Manager immediately after the incident occurs, with a preliminary report provided to the Customer's Contract Manager and Facility Manager the same day the incident occurs. A finalized Extraordinary Single Incident Report will be provided to the Customer's Contract Manager and Facility Manager within one business day of the incident occurring.

- 21.4** On a monthly basis, the Contractor shall provide a spreadsheet to the Customer listing the name and other unique identifier for each employee assigned to each facility, indicating the location of deployment. As part of the Contractor's hiring process, the Contractor shall be responsible for screening prospective employees in order to be able to certify to the Customer in writing that each new employee has met the minimum requirements of the Contract. The Contractor shall use and shall make available to the Customer at no additional cost, internet and intranet solutions to provide all such reports to the Customer upon demand for any applicable period during the term of the Contract.
- 21.5** Any unusual or significant events occurring during a shift (for example a flood, fire, stabbing, homicide) will be briefly summarized by the Security Guard in the post logbook maintained at each facility for identification of the principals later if further investigation is needed. Each shift will start with a new log entry, indicating whether conditions were normal or abnormal upon arrival to the security guard post. The log shall reflect at a minimum all security, safety, or building maintenance events, the time that they occurred and the corrective actions that were taken. The bound post logbook will become the property of the Customer upon termination of the Contract. The Contractor shall preserve the bound post logbooks for each post from the inception of the Contract and must make the post logbooks immediately available to the Customer upon request.
- 21.6** Upon request, the Contractor must provide, at no additional expense to the Customer, an electronic Guard Tour Patrol System that will be utilized by the Security Guard(s) assigned to the Customer's facility. All records of such patrols must be made reviewable and available to the Customer upon request.
- 21.7** The Contractor shall provide to the Customer a detailed tracking and investigation system ensuring the thorough and professional monitoring and resolution of all complaints brought forth regarding the performance of the work pursuant to the Contract.
- 21.8** The Contractor shall issue quarterly reports to the Customer detailing a professional observation of current security practices maintained by the Contractor and, if applicable, any recommended changes to the current security practices. Any recommended changes may or may not be implemented at the discretion of the Customer.
- 21.9** In the case of any action or unusual incidents, the Customer's Contract Manager will be notified by the Security Guard and the action or unusual incident will be recorded in the security log. The security log will be copied and sent to the Customer's designee after any action or unusual incident.
- 21.10** All reports, documents, and tables shall be submitted to the Customer in a timely manner and in accordance with the method of choice as described in the Customer SLA.
- 21.11** Security Guards shall log in and out of each facility.

22.0 Contractor's Responsibilities

22.1 The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Contractor's obligations under the Contract, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable to the Customer for the actions of its personnel. Contractor's management responsibilities include, but are not limited to, the following:

1. Ensuring personnel understand the work to be performed on the Customer scope of work to which they are assigned.
2. Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer.
3. Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer.
4. Regularly assessing personnel performance and providing feedback to improve overall task performance; and
5. Ensuring high quality results are achieved through task performance.

22.2 Holidays

The Contractor shall provide Customers all services during business days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays fall on Sunday, the following Monday shall be observed as a holiday.

Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's SLA.

22.3 Routine Communications

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. All routine communications and reports related to the

Customer's SLA shall be sent to the Customer's Contract Manager. If any of Contractor's contact information changes during the life of the Contract, then the Contractor shall provide written notice of such change to the Customer's Contract Manager. Communications relating to a specific order should be addressed to the contact person identified on the order. Communications may be by e-mail, regular mail, or telephone.

22.4 Contract Reporting

The Contractor shall report information on orders received from Customers associated with the Contract. The Contractor shall submit reports to the Department's Contract Manager in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State Fiscal Quarter	30 calendar days after the close of each State fiscal quarter
Diversity Report (submitted to the Customer)	State Fiscal Year	30 business days after the close of the period
Proof of Insurance	Annual	Upon policy renewal

22.5 MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of each month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the [Transaction Fee & Reporting](#) section and [Training for Vendors](#) section on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at:

VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

22.6 Quarterly Sales Reports

The Contractor shall submit a Quarterly Sales Report in the manner and format required by the Department within 30 calendar days after the close of each quarter. The Quarterly Sales Report template can be found here:

https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format.

Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website are the responsibility of the Contractor without prompting or notification by the

Department. If no sales are recorded during the period, the Contractor shall confirm that there was no reportable activity in the manner required by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period.

Quarter 2 – (October-December) – due 30 calendar days after the close of the period.

Quarter 3 – (January-March) – due 30 calendar days after the close of the period.

Quarter 4 – (April-June) – due 30 calendar days after the close of the period.

22.7 Certified and Minority Business Enterprise Reports (Diversity Report)

Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority business enterprise on behalf of the Customer.

22.8 Ad-hoc Report

The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the form acceptable to the Department within the timeframe specified by the Department.

22.9 Business Review Meetings

Both the Department and Customer reserve the right to schedule business review meetings, which Contractor shall attend either virtually or in person. The Department or Customer may specify the format or agenda for the meeting. The Business Review Meeting may include the following topics:

- a. Contract compliance.
- b. Contract savings (in dollar amount and cost avoidance)
- c. Spend reports by Customer.
- d. Recommendations for improved compliance and performance

22.10 Financial Consequences

The Department will impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences below will apply for the Contractor's non-performance under the Contract. The Customer and the

Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's SLA. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that the financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. The financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter. See the financial consequences table below:

Performance Metric	Description	Period Covered	Financial Consequences for Non-Performance; Per Occurrence
Timely submission of complete and accurate Quarterly Sales Report	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	State's Fiscal Quarter	\$250 for each calendar day late
Timely submission of complete and accurate MFMP Transaction Fee Report	Submit Monthly Transaction Fee Report 15 calendar days after the end of each month	Calendar Month	\$100 for each calendar day late
Timely submission of Proof of Insurance	Submit Proof of Insurance upon policy renewal	Annual	\$100 for each calendar day late
Staff Customer facility(ies) in accordance with the Customer's SLA	Unless otherwise specified in a Customer's SLA, Contractor will provide the Customer facility with a replacement Security Guard within four hours of a scheduled Security Guard not arriving for their duty shift.	Per Occurrence	\$500
Contractor's timely submission and implementation of an acceptable Corrective Action Plan to the Department upon request	Failure to timely submit to the Department an acceptable Corrective Action Plan or timely implement an acceptable corrective action to resolve performance deficiencies when requested	Per Occurrence	\$10,000

Failure to adhere to the above performance metrics will result in the imposition of financial consequences and repeated failures or non - payment of financial consequences owed under the Contract may result in the Contractor being found in default and the termination of the Contract.

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under the Contract.

22.11 Price Adjustments

Prices may be adjusted no earlier than 12 months after the start date of the Contract and no earlier than 12 months after the effective date of the previous price adjustment, whichever is later. All other pricing shall be in accordance with the initial and renewal term pricing. Price increases must be supported by a change in the Producer Price Index (PPI) for the Series ID(s) shown in the table below. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at <http://www.bls.gov/data/>.

Series ID	Product
561612561612	Security guards and patrol services

The change in PPI for the first price adjustment after the start date of the contract period shall be determined using the PPI for the month in which the start date of the contract period began and the latest available non-preliminary PPI at the time of the price adjustment request; a preliminary PPI is indicated on the BLS website with a "(P)" notation. The change in PPI for second and subsequent price adjustments shall be determined using the latest PPI that was used to support the previous price adjustment and the latest available non-preliminary PPI at the time of the request.

When requesting a price increase, the Contractor shall submit a written justification to the Contract Manager detailing the reason(s) for the request; an increase in the PPI is not sufficient justification for a price increase by itself. Price increases shall not exceed the percent change in PPI or five percent, whichever is less. The percent change in PPI shall be calculated using the following formula:

$$(B - A) / A = Z$$

Where:

A = earliest PPI (PPI at time of initial Contract or renewal execution or previous price adjustment)

B = latest PPI (latest available non-preliminary PPI at time of price adjustment request)

Z = percent change in PPI

The Department reserves the exclusive right to accept or reject any price adjustment request. Price adjustments will not be considered for any Contractor with any contractual non-performance issues including, but not limited to, outstanding fees or monies due under the Contract or overdue reports or documentation including, but not limited to, a

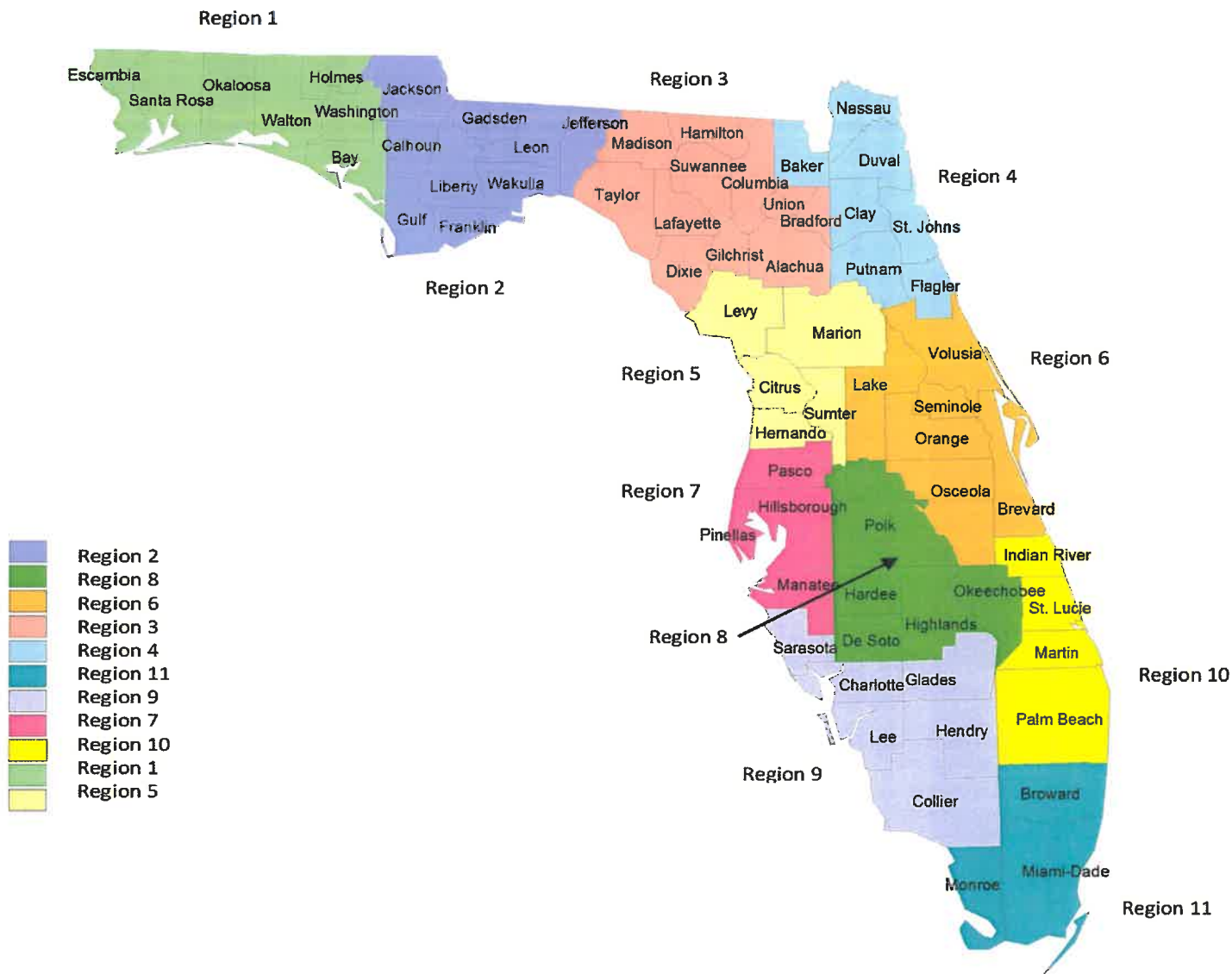
Quarterly Sales Report or an MFMP Transaction Fee Report. Price adjustments are effective only upon written approval by the Department and may not be applied retroactively. The Department reserves the right to request price decreases at any time during the term of the Contract if it is found to be in the best interest of the State. Price decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

22.12 Purchasing Card

The state of Florida has implemented a purchasing card program, using the Visa platform. The Contractor may receive payments via the state's Purchasing Card in the same manner as any other Visa purchases. Purchasing Card/Visa acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the state of Florida changes its Purchasing Card platform during the term of Contract, the Contractor shall make any necessary changes to accommodate the State of Florida's new Purchasing Card platform within 30 days of notification of such change.

Attachment B: Price Sheet
Invitation to Bid
No. 23-92121500-ITB-V3
Security Guard Services

Instructions	
Security Guard Services (Required)	
<p>The Bidder may bid on one or more regions. The Bidder is not required to bid on all regions. Pricing must be provided for all security guard positions, service lengths (long and short term), and hours (full time, part-time, and occasional) within each region for which the Bidder is offering a bid. Please refer to the Operational Hours, Position Descriptions sections of Attachment A, Scope of Work for definitions of positions, service lengths, and hours.</p>	
<ol style="list-style-type: none">1. The Bidder must submit a price in all yellow highlighted cells for the region(s) for which the Bidder is proposing services.2. All prices must be in U.S. Dollars (\$USD; e.g. \$99,999.00), and price ranges will not be accepted. The price shall be completed to two decimal places; amounts cannot include fractions of cents (e.g. \$0.005).3. The Price Sheet establishes pricing for services offered for the term of the contract and any renewals. The Bidder shall not exceed this pricing when providing services under any resultant contract.4. For the Bidder to be considered for an award in a region, the Bidder is required to submit pricing for all security guard positions, service lengths, and hours within the region(s) they are proposing to offer services for both the Initial Term and Renewal Term. The Department will not consider a bid for any region that fails to provide pricing for all security guard positions, service lengths, and hours within in a region for both the Initial Term and Renewal Term.5. Prices shall be based on meeting or exceeding the material specifications in Attachment A, Scope of Work.6. <u>Bidders must consider any applicable laws or changes to minimum wage requirements that may take effect during the contract term when responding to this ITB.</u>	
Ancillary Equipment (Optional)	
<p>The Bidder is not required to provide pricing for ancillary equipment. No points will be awarded based on information provided in this section. Please note, if the Bidder intends to offer ancillary equipment, pricing must be provided. The Bidder will not be able to offer any ancillary equipment for which pricing is not provided.</p>	



**Attachment B: Price Sheet
Invitation to Bid
No. 23-92121500-ITB-V3
Security Guard Services**

Bidder Name												
Initial Term Pricing												
Security Guard Services (Required)												
*** Please read the 'Instructions' tab prior to completing and submitting the Price Sheet (Attachment B). ***												
Positions	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Service length - Long Term Commitment: One or more years												
Full Time: 35 to 40 hours per week (weighted .18)												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Average Hourly Rate of Positions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Part-Time: 1 to 34 hours per week (weighted .12)												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Average Hourly Rate of Positions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Occasional: Days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances. (weighted .06)												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Average Hourly Rate of Positions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Attachment B: Price Sheet
Invitation to Bid
No. 23-92121500-ITB-V3
Security Guard Services

Bidder Name												
Initial Term Pricing												
Positions	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Service length - Short Term Commitment: Less than one year												
Full Time: 35 to 40 hours per week (weighted .12)												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Average Hourly Rate of Positions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Part-Time: 1 to 34 hours per week (weighted .08)												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Average Hourly Rate of Positions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Occasional: Days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances. (weighted .04)												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Emergency Response	Hourly											
Emergency Response	Hourly											
Emergency Response	Hourly											
Average Hourly Rate of Positions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Attachment B: Price Sheet
Invitation to Bid
No. 23-92121500-ITB-V3
Security Guard Services

Bidder Name											
Initial Term Pricing											
Ancillary Equipment (Optional)											
*** Please read the 'Instructions' tab prior to completing and submitting the Price Sheet (Attachment B). ***											
Equipment	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10 11
Vehicles - Bicycle	Hourly										
Vehicles - Golf cart	Hourly										
Vehicles - Automobile	Hourly										
Vehicles - SUV	Hourly										
Vehicles - 4WD truck	Hourly										
Vehicles - Bicycle	Daily										
Vehicles - Golf cart	Daily										
Vehicles - Automobile	Daily										
Vehicles - SUV	Daily										
Vehicles - 4WD truck	Daily										
Vehicles - Bicycle	Monthly										
Vehicles - Golf cart	Monthly										
Vehicles - Automobile	Monthly										
Vehicles - SUV	Monthly										
Vehicles - 4WD truck	Monthly										

Attachment B: Price Sheet
Invitation to Bid
No. 23-92121500-ITB-V3
Security Guard Services

Bidder Name												
Renewal Term Pricing												
Security Guard Services (Required)												
*** Please read the 'Instructions' tab prior to completing and submitting the Price Sheet (Attachment B). ***												
Positions	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Service length - Long Term Commitment: One or more years												
Full Time: 35 to 40 hours per week (weighted .12)												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Average Hourly Rate of Positions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Part-Time: 1 to 34 hours per week (weighted .08)												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Average Hourly Rate of Positions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Occasional: Days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances. (weighted .04)												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Average Hourly Rate of Positions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Attachment B: Price Sheet
Invitation to Bid
No. 23-92121500-ITB-V3
Security Guard Services

Bidder Name											
Renewal Term Pricing											
Positions	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10 11
Service length - Short Term Commitment: Less than one year											
Full Time: 35 to 40 hours per week (weighted .08)											
Security Guard Level I	Hourly										
Security Guard Level II	Hourly										
Security Guard Level III	Hourly										
Security Guard Level IV	Hourly										
Security Guard Level V	Hourly										
Security Guard Level VI	Hourly										
Average Hourly Rate of Positions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Part-Time: 1 to 34 hours per week (weighted .0525)											
Security Guard Level I	Hourly										
Security Guard Level II	Hourly										
Security Guard Level III	Hourly										
Security Guard Level IV	Hourly										
Security Guard Level V	Hourly										
Security Guard Level VI	Hourly										
Average Hourly Rate of Positions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Occasional: Days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances. (weighted .0275)											
Security Guard Level I	Hourly										
Security Guard Level II	Hourly										
Security Guard Level III	Hourly										
Security Guard Level IV	Hourly										
Security Guard Level V	Hourly										
Security Guard Level VI	Hourly										
Emergency Response Security Guards - Armed	Hourly										
Emergency Response Security Guards - Unarmed	Hourly										
Average Hourly Rate of Positions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Attachment B: Price Sheet
Invitation to Bid
No. 23-92121500-JTB-V3
Security Guard Services

Bidder Name		Renewal Term Pricing										
		Ancillary Equipment (Optional)										
		*** Please read the 'Instructions' tab prior to completing and submitting the Price Sheet (Attachment B). ***										
Equipment	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Vehicles - Bicycle	Hourly											
Vehicles - Golf cart	Hourly											
Vehicles - Automobile	Hourly											
Vehicles - SUV	Hourly											
Vehicles - 4WD truck	Hourly											
Vehicles - Bicycle	Daily											
Vehicles - Golf cart	Daily											
Vehicles - Automobile	Daily											
Vehicles - SUV	Daily											
Vehicles - 4WD truck	Daily											
Vehicles - Bicycle	Monthly											
Vehicles - Golf cart	Monthly											
Vehicles - Automobile	Monthly											
Vehicles - SUV	Monthly											
Vehicles - 4WD truck	Monthly											



Attachment C

ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding

payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

7.4 Performance Bond. Unless otherwise prohibited by law, the Customer may require the Contractor to furnish, without additional cost to the Customer, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Customer shall determine the type and amount of security.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The

Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

Attachment D
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



Attachment E – Draft Contract

**State Term Contract
No. 92121500-24-STC
For
Security Guard Services**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Insert Contractor Name** (Contractor) with its principal place of business located at **insert address**, collectively referred to herein as the “Parties.”

Pursuant to ITB No. 23-92121500-ITB-V3, the Contractor was awarded to provide Security Guard Services in the following Regions:

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on February 26, 2024, or on the last date this Contract is signed by all Parties, whichever is later. The Contract shall expire on February 25, 2027, unless terminated earlier or renewed in accordance with the Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, pursuant to the incorporated Special Contract Conditions.

III. Order of Precedence.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

- a) This Contract document
- b) Exhibit A, Scope of Work
- c) Exhibit C, Additional Special Contract Conditions
- d) Exhibit D, Special Contract Conditions
- e) Exhibit B, Contractor’s submitted Price Sheet

State Term Contract No. **92121500-24-STC**
For
Security Guard Services

- f) Exhibit E, Region Map
- g) Exhibit F, SLA Document

IV. Contract Management.

Department's Contract Manager:

Frank Miller
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8855
Email: Frank.Miller@dms.fl.gov

Contractor's Contract Manager:

[Insert Contractor Manager Name]
[Insert Contractor name]
[Insert Contractor's physical address]
Telephone: [(XXX) 555-XXXX]
Email: [jane.doe@business.gmail.com]

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

Insert Contractor Name

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

[Name]

Pedro Allende, Secretary

Date:

Date:

Attachment F

Mandatory Responsive Requirements

The person submitting the Bid and its pricing certifies to being authorized by the Bidder to respond to this solicitation on the Bidder's behalf.

The Bidder certifies it is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.

The Bidder certifies that the Bidder is not on the Suspended Vendor List maintained pursuant to section 287.042(1)(a) F.S., and 287.1351 F.S., and neither the Bidder nor any supplier or consultant included in its Bid are on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists specified in Paragraph 7 of the [PUR1001 form](#), as modified by the [Special Instructions section](#) of the ITB.

The Bidder certifies that the Bidder is in compliance with Section 9 of the [PUR1001 form](#), as modified by the [Special Instructions section](#) of the ITB.

The Bidder certifies that the Bidder is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List nor is it engaged in a boycott of Israel.

The Bidder certifies that if awarded a Contract, and prior to execution of a contract, it shall provide a PDF file of its current and active registration with the Florida Department of State, Division of Corporations, or, if exempt from registration, a statement to that effect noting the basis for the exemption. If Bidder is an out-of-state corporation, it certifies it will provide a Florida Certificate of Authority from the Florida Department of State, Division of Corporations prior to Contract execution. Website: www.sunbiz.org.

The Bidder certifies that the Bidder is in compliance with section 448.095(2)(a), F.S., and that within the last year (i.e., within the last 365 days), it has not had a contract terminated under section 448.095(2)(c), F.S., by a public employer, as defined by section 448.095(1)(i), F.S.

The Bidder certifies that if pricing is submitted for any region, that it has at least three years of experience in providing Security Guard Services for state or local government entities.

The Bidder certifies it has provided to the Department initial and renewal term pricing on Attachment B, Price Sheet.

Signature below certifies that Bidder conforms with all Responsive Requirements listed above. Signature below further certifies acknowledgment of the Bidder's ongoing duty to provide updates to the Procurement Officer should a change in Bidder's circumstances render these certifications no longer true.

Bidder's Name

Signature of Bidder's Authorized Representative

Date

Attachment G

Certification of Drug Free Workplace

In the event there is no multiple award contemplated in the ITB, and the Department receives equal Bids eligible for award, the Department will comply with Florida Statutes in accordance with the 'Equal Bids' section of the ITB. When the Department receives equal Bids eligible for award, with respect to price, quality and service, the Department will apply a preference in accordance with section 287.087, F.S., to the Bidder that has signed and submitted this form with its Bid certifying it has implemented a drug-free workforce program in accordance with the provisions below.

I certify that the Bidder has implemented a drug-free workplace program that includes the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifies the actions that will be taken against employees for violations of such prohibition.
- (2) Informing 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 and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Giving each employee engaged in providing the commodities or contractual services that are provided under the Bid a copy of the statement specified in (1) above.
- (4) In the statement specified in (1), above, notifying the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees 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 days after such conviction.
- (5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Making a good faith effort to continue maintaining a drug-free workplace through implementation of these provisions.

As the person authorized by the Bidder to sign the attachment, I certify that the Bidder complies fully with the above requirements. False statements are punishable under law.

Bidder's Name: _____

By: _____
Signature of person authorized to submit Bid

Attachment G
Certification of Drug Free Workplace

Title

Print Name of person authorized to submit Bid

Date

Attachment H

Service Level Agreement Security Guard Services SLA No.

This Service Level Agreement (SLA) is between the [Customer Name] an agency of the State of Florida, with offices at [Customer address], and [Company Name] ("Contractor"), authorized to transact business in the State of Florida with offices at [Company address].

The Parties enter into this SLA pursuant to State Term Contract No. 92121500-24-STC (Contract) in accordance with the terms and conditions of the solicitation.

The Parties therefore agree as follows.

SECTION 1. TERM

1.1. Initial Term

The initial SLA term shall begin on [insert date], or on the last date it is signed by all Parties, whichever is later, and expires on [insert date].

1.2. Renewal Term

Upon written agreement, the SLA may be renewed in whole or in part. . Any renewal is contingent upon the satisfactory performance of the Vendor and subject to the availability of funds.

SECTION 2. SLA DOCUMENT

2.1. The Contract and this SLA set forth the entire understanding of the Parties and consists of the documents listed below. In the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

2.1.1. This SLA Document

2.1.2. State Term Contract No. 92121500-24-STC

SECTION 3. CONTRACT ADMINISTRATION

3.1. Contract Manager

The Contract Manager is primarily responsible for overseeing and monitoring the Contractor's performance to ensure compliance in accordance with all contract provisions. At the discretion of the Customer's Contract Manager, monitoring may include bi-weekly meetings between the Contractor and the Contract Manager to address any areas of concern. The Contract Manager shall be as follows:

Name:

Title:

Company:

Address:

Telephone:

Email:

Attachment H

Service Level Agreement Security Guard Services SLA No.

In the event the Customer changes the Contract Manager, the Customer will notify the Contractor in writing via email. Such changes do not require a formal written amendment to the Contract.

3.2. Contractor Representative

The Contractor's employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this SLA and the State Term Contract shall be:

Name:

Title:

Company:

Address:

Telephone:

Email:

SECTION 4. ADDITIONS TO THE STATE TERM CONTRACT SCOPE OF WORK REQUESTED BY THE CUSTOMER

- 4.1. [insert if applicable: Bilingual Guards who speak English and Spanish in accordance with Attachment A, Scope of Work]
- 4.2. [insert if applicable: Ancillary Equipment as defined in Attachment A, Scope of Work]
- 4.3. [insert if applicable: Requirement to submit job descriptions to the Customer in accordance with Attachment A, Scope of Work]
- 4.4. [insert if applicable: Designated method for submitting required reports in accordance with Attachment A, Scope of Work]
- 4.5. [insert if applicable: Terms for Contractor's call service center signage specifics e.g. design, material, quantity, posting location, etc. in accordance with Attachment A, Scope of Work]
- 4.6. [insert if applicable: Agency specific required trainings in addition to the requirements in Attachment A, Scope of Work, Section 15]

SECTION 5. FACILITIES/LOCATIONS

The Customer shall provide the Contractor with the Exhibit A - Facility List in accordance with this SLA. During the term of the Contract, the Customer shall have the right to add and/or delete facilities covered by this SLA by updating Exhibit A – Facility List and providing a copy thereof to the Contractor. Additions shall be priced based on the Contract pricing. Deletions shall result in a price reduction equal to the amount set forth in the Contract pricing. Except as expressly set forth in this paragraph, no amendment to this SLA Document will be effective unless it is in writing and signed by both parties.

Attachment H

Service Level Agreement Security Guard Services SLA No.

SECTION 6. TRANSITION PLAN

Within 10 working days after SLA execution, the SLA Manager will conduct a kick-off meeting and/or conference call with the Contractor to discuss the Scope of Work and services needed.

SECTION 7. CUSTOMER FURNISHED ITEMS

- 7.1** The Customer will furnish, without cost to the Contractor, the following materials and equipment to be used in connection with the performance of this SLA. The Customer will provide the following:

- 7.1.1** [insert Items customer will provide at no cost to the Contractor.
Example: On-Call List for facility, Emergency Call Procedures, Keys,
Replacement of lost, damaged, or stolen equipment, etc.]

SECTION 8. CONTRACTOR DELIVERABLES

- 8.1** The services to be provided are [armed and/or unarmed] Security Guard Services, as specified in the Scope of Work and in accordance with Chapter 493, Florida Statutes, at the facilities and locations identified in the Exhibit A – Facility List and their associated parking structures and sites.

The Contractor will be responsible for the following tasks/deliverables at each location, in addition to the tasks/deliverables required by the Scope of Work:

- 8.1.1** [insert any additional deliverables as needed]

SECTION 9. PERFORMANCE MEASURES AND FINANCIAL CONSEQUENCES

- 9.1** [insert any Performance Measures required by the Customer as needed]
- 9.2** [insert any associated Financial Consequences for non-performance required by the Customer as needed]

Attachment I: Region Map Security Guard Services



Exhibit A - Facility List

[illegible]



Security Guard Services

Invitation to Bid

No. 23-92121500-ITB-V3

Questions and Answers

Questions and Answers

The Department has received the following questions through email, and the Department's answers are provided in the table listed below:

No.	Question	Answer
1.	Can you provide a list of the various Florida Agencies that have historically purchased off the State Contract over the years or past year? And the estimated hours or additional details?	<p>Details relating to the existing Security Guard Services state term contract may be found on the DMS website: Security Guard Services state term contract No. 92121500-20-1.</p> <p>Estimated hours and usage varies based on the Customer's needs and Service Level Agreement (SLA).</p> <p>The following State Agencies have purchased off the existing state term contract:</p> <p>Agency for Health Care Administration, Agency for Persons with Disabilities, Department of Children and Families, Department of Commerce, Department of Education, Department of Elder Affairs, Department of Environmental Protection, Department of Financial Services, Department of Health, Department of Highway Safety and Motor Vehicles, Department of Juvenile Justice, Department of Management Services, Department of Revenue, Department of State, Department of the Lottery, Department of Business and Professional Regulation, Division of Administrative Hearings, Executive Office of the Governor, Department of Transportation, and Florida Fish and Wildlife Conservation Commission.</p>
2.	For State Agencies that require new Guards training, is training billable (per state contract) or is this on a client-by-client basis approved?	<p>As noted in section 15, Training of Attachment A, Scope of Work, "[a]ll training will be at the sole cost and expense of the Contractor, unless stipulated otherwise in the Customer's SLA."</p> <p>Training is not billable unless stipulated otherwise in the Customer's SLA.</p>

3.	What are the qualifications (if any) for Health & Wellness pay, or ACA compliant health plans for Guards, full time. Or are there any wage requirements or health benefits for 40 hour + employees, besides Florida Minimum Wage?	Any Health & Wellness pay, or ACA compliant health plans for Guards, full time will be at the sole expense of the Contractor.
4.	For State customer locations where guards are to operate metal detectors or other security detection systems, what Guard Level (I, II, III, IV) would this SOW fall under? And is this training billable? Or is this service an additionally billable line item outside of fixed pricing?	<p>As noted in section 10, Service Level Agreement of Attachment A, Scope of Work, Customers shall create an SLA using Attachment H, Draft SLA, describing the specific Security Guard Services required by the Customer, as well as any unique requirements, prior to purchasing Security Guard Services from the Contract.</p> <p>As noted in section 15, Training of Attachment A, Scope of Work, all training will be at the sole cost and expense of the Contractor, unless stipulated otherwise in the Customer's SLA.</p>
5.	Are all payment terms NET30 from state purchasing agencies?	<p>All payment terms are in accordance with section 215.422, Florida Statutes.</p> <p>Pursuant to that statute, invoices submitted to an agency are subject to inspection and approval of the goods or services. The agency shall submit an approved invoice for payment of any undisputed portion to the Department of Financial Services (DFS) within 20 days after receipt of the invoice. Subject to the exceptions set forth in section 215.422, Florida Statutes, DFS shall approve payment of any undisputed portion of the invoice no later than 10 days after the agency's filing of the approved invoice.</p>
6.	Are there any additional redundant equipment that the contractor is required to include in their quoting, besides what is noted in Section 14.3 of Attachment A. And if state agency client calls for additional items: i.e., sip ties, hand cuffs, batons., are these billable outside the fixed pricing and determined on state client level basis?	<p>As noted in section 14.3, the redundant communication equipment <u>may include but is not limited to:</u></p> <ul style="list-style-type: none"> a. Stationary Telephone b. Cellular telephone with long-distance calling capabilities. c. Two-Way Radio d. Fax Machine

		Each Purchase Order issued by a Customer will include a Customer Service Level Agreement specific to the Customer's needs, as further described in section 10 Service Level Agreement of Attachment A Scope of Work.
7.	Is there any preference of SDVOSB firms in this solicitation, or will the State mandate a percentage of work to SDV firms as a subcontractor, or will additional points be given to SDV firms in their proposal review/award? In addition to Diversity encouragement in Attachment D, 4.5 Diversity.	No, the state will not mandate a percentage of work to SDV firms as a subcontractor. No additional points will be given to SDV firms.
8.	Is there anything in particular that you were looking for that you did not see in any of the proposals submitted in July?	The requirements and expectations of the active ITB No. 23-92121500-ITB-V3 are noted within the solicitation document and attachments.
9.	Can you please provide current hours/staffing requirements by facility as well as if a vehicle is used? We understand that individual regions may differ moving forward, but if we have the current state, we will be able to provide you with the most competitive pricing possible.	<p>Details relating to the existing Security Guard Services state term contract may be found on the DMS website: Security Guard Services state term contract No. 92121500-20-1.</p> <p>Security Guard Services / State Term Contract / State Contracts and Agreements / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com)</p> <p>Current hours/staffing requirements vary based on the Customer's needs and Service Level Agreement.</p>
10.	Vendors are now required to have an Ariba account in order to access bids through MyFloridaMarketplace / State of Florida Next Gen. The Ariba service carries a considerable cost that is required by vendors. Is the Ariba service billable?	No. Bidders must consider all cost/expenses associated with providing services when responding to this Invitation to Bid (ITB).
11.	Will the State consider providing an overview of any minimum/living wages that will apply to this contract? For example, the State of Florida minimum wage of \$12/hour will become effective September 30, 2023. While this wage falls well below what is required to recruit and retain an unarmed	Prices may be adjusted in accordance with section 22.11, Price Adjustments, in Attachment A, Scope of Work, based on changes in the Producer Price Index but is subject to DMS's exclusive right to accept or reject a price adjustment request. Bidders must consider any applicable laws or changes to minimum

	individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license it will be applicable.	wage requirements that may take effect during the contract term when responding to this ITB.
12.	In addition, will vendors need to be able to comply with other minimum wage requirements set by Cities and Counties? For example, does vendor pricing need to account for Miami-Dade County, Broward County and/or other county living wage requirements?	See Section 5.1, Conduct of Business, of Attachment D, Special Contract Conditions. Bidders must consider compliance with all laws, rules, codes, ordinances, and licensing requirements when submitting a bid for a region.
13.	Specifically, the current Broward County Living Wage for Security Officer Services is \$20.82 per hour without health benefits (for employer that does not offer healthcare benefits) which is effective January 1, 2023 (covered employees will receive 40 hours of paid time off on an annual basis). Does vendor pricing need to accommodate this current living wage as well as future living wage changes given that these changes are unknown to the vendor until they are placed into effect by the County?	Bidders must consider any applicable laws or changes to minimum wage requirements that may take effect during the contract term when responding to this ITB.
14.	If vendors are required to comply with changes to the living wage ordinances will vendors be permitted to change their pricing to adjust for increases or decreases to these living wage requirements?	Prices may be adjusted in accordance with section 22.11, Price Adjustments, in Attachment A, Scope of Work, based on changes in the Producer Price Index but is subject to DMS's exclusive right to accept or reject a price adjustment request. Bidders must consider any applicable laws or changes to minimum wage requirements that may take effect during the contract term when responding to this ITB.
15.	Since pricing is provided at a maximum price, is the contractor required to accept only purchase orders at the maximum price provided on the contract?	Contractors should respond to a Request for Quote in accordance with the pricing awarded on the Price Sheet. As noted in section 3.1, Pricing of Attachment D, Special Contract Conditions, the Contractor will not exceed the pricing set forth in the

		Contract documents. Contractors are allowed to offer lower pricing.
16.	Can DMS please clarify if the contractor is required to accept timely purchase orders only from State Agencies?	As defined in section 3, Definitions of Attachment A, Scope of Work, a Customer is a State Agency (see § 287.012, F.S.) or Eligible User (see Rule 60A-1.001, F.A.C.). Please also refer to section 3.4, Purchase Order, of Attachment D, Special Contract Conditions.
17.	Can DMS please clarify if the contractor is required to accept timely purchase orders only from other governmental entities and/or cooperative purchasing users?	As defined in section 3, Definitions of Attachment A, Scope of Work, a Customer is a State Agency (see § 287.012, F.S.) or Eligible User (see Rule 60A-1.001, F.A.C.). Please also refer to section 3.4, Purchase Order, of Attachment D, Special Contract Conditions.
18.	If a state agency, county or city entity enacts a living wage above the contracted rates, or at rates which would become unprofitable for the vendor, is the vendor permitted to decline these purchase order?	See Section 5.1, Conduct of Business, of Attachment D, Special Contract Conditions. Bidders must consider compliance with all laws, rules, codes, ordinances, and licensing requirements when submitting a bid for a region.
19.	Is the vendor required to accept purchase orders in all regions that the vendor has a pricing schedule?	As noted in section 2.7, Basis of Award of the ITB document "Bidders are not required to Bid on all Regions; however, if submitting a bid, the Bidder must complete all required fields by providing pricing for all security guard positions, service lengths (long and short term), and hours (full time, part time and occasional) within each region bid on for both the <u>initial and renewal terms</u> ."
20.	Can the vendor reject a quote request and/or a purchase order?	Yes, however it is not recommended. With respect to quote requests, as noted in section 4.3, Request for Quote Requirements of Attachment A, Scope of Work, in accepting a Customer's purchase, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables, and agrees to be fully

		<p>accountable for the performance thereof.</p> <p>With respect to purchase orders, please refer to section 3.4, Purchase Order of Attachment D, Special Contract Conditions.</p>
21.	<p>Attachment B, 3.4 Purchase Order states "Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months."</p> <p>Is the term of performance considered to be the term specified under the contract itself or as specified in the Service Level Agreement or Purchase Order?"</p>	<p>Depending on when services are requested by a Customer, the beginning and end date of the Customer SLA or a purchase order thereunder may differ from the term of the Contract. As noted in section 3.4, Purchase Order of Attachment D, Special Contract Conditions, "[p]urchase orders shall be valid through their specified term" (i.e., the term of the purchase order) and "all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance" under a purchase order that extends beyond the Contract term.</p>
22.	<p>Attachment C, 3.7 Transaction Fees. states "The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State."</p> <p>Are there any anticipated changes in these transaction fees during the contract or renewal period?</p>	<p>Bidders must submit a bid taking into consideration any potential changes to the Transaction Fee, for any Region it chooses to submit a bid.</p> <p>The Transaction Fee is determined on an annual basis. The Department will contact each vendor of any changes to this fee as we are made aware.</p>
23.	<p>If these transaction fees change during the initial contract period or during the renewal period will the vendor be permitted to change their fees accordingly?</p>	<p>Price adjustments will only be permitted in accordance with the process set forth in section 22.11, Price Adjustments of Attachment A, Scope of Work.</p>

24.	<p>Attachment B, 6.10 Cooperative Purchasing states "Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C."</p> <p>Is the transaction fee applicable to cooperative purchasing agreements?</p>	<p>All payments issued by State Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee.</p>
25.	<p>Attachment B, 7.4 Performance Bond states "Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security."</p> <p>This is a significant expense to the contractor. Should this cost be accounted for in all pricing?</p>	<p>Vendors are encouraged to review all terms and conditions and shall account for all expenses when determining final pricing.</p> <p>As noted in Attachment C, Additional Special Contract Conditions, section 7.4, Performance Bond has been replaced in its entirety with the following: "Unless otherwise prohibited by law, the Customer may require the Contractor to furnish, without additional cost to the Customer, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Customer shall determine the type and amount of security."</p>
26.	<p>Can an additional fee be added to account for the costs of a performance bond when it is required?</p>	<p>Vendors are encouraged to review all terms and conditions and shall account for all expenses when determining final pricing.</p>
27.	<p>Attachment B, 11.2.1 Proposal of Corrective Action Plan states "In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or</p>	<p>The Department or Customer will notify the Contractor of the timeframe for the Corrective Action Plan. The timeframe may be based on the specific issues identified by the Department or</p>

	<p>Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a timeframe specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.”</p> <p>Can the Department provide the specified timeframe that will be expected for corrective action to occur (or at least provide range in the timeframes) so that the impact of this response time can be determined?</p>	Customer and cannot be quantified in advance.
28.	<p>Attachment B, 11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure states “If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount.”</p> <p>Can the Department provide the template that will be used for the corrective action plan and the parameters for what is considered acceptable or unacceptable?</p>	No. The Corrective Action Plan will depend on the issues identified by the Customer or the Department.
29.	<p>Attachment C, 6 states that “A two (2) year background in law enforcement may be substituted for prior years of experience.”</p> <p>Will two (2) year background in Department of Corrections and Military also apply?</p>	Please see section 3, Definitions of Attachment A, Scope of Work for the definition of Florida Law Enforcement Officer.
30.	Attachment C, 6.5 states “All armed and unarmed Security Guards employed by the Contractor must have	Yes. Please refer to sections 6.1, and 6.5 of Attachment A, Scope of Work for

	<p>at a minimum of one (1) year of similar Security Guard Services experience.”</p> <p>Are all Security Guard Level I positions (An unarmed individual with a Florida Department of Agriculture and Consumer Services Class “D” Security Guard license) required to have a minimum of one (1) year of experience as a Class “D” security officer?</p>	<p>requirements for armed and unarmed Security Guards.</p>
31.	<p>Attachment C, 5.4. states “Assist the Customer’s personnel in emergency situations as identified by the Customer. If an emergency extends beyond the normal working hours, the Security Guard will be paid for additional hours at the standard rate of pay. Security Guards may be diverted by the Customer from normal assignment duties to respond to emergency situations or special duty assignments. No additional costs shall be charged to the Customer for such diversion of Security Guards for emergency situations; however, the Contractor will not be penalized for any regular daily work task not completed by the Security Guard due to their participation in such emergency activities.”</p> <p>Can the State please clarify if the contractor will be required to pay security guards at regular rates for the emergency extended hours?</p>	<p>Please refer to section 8.9.8 of Attachment A, Scope of Work. If an emergency extends beyond the normal working hours, the Security Guard will be paid for the additional hours at the standard rate of pay.</p>
32.	<p>Will the contractor still be penalized for not completing regularly assigned tasks as a result of the emergency?</p> <p>Will the 40-hour maximum work week requirement still apply?</p>	<p>For emergency situations please refer to section 8.9.8 of Attachment A, Scope of Work. For authorized overtime worked please refer to section 19.2 of Attachment A, Scope of Work.</p>
33.	<p>Could meeting these emergency needs result in the contractor being given a fine?</p>	<p>As noted in section 8.9.8 of Attachment A, Scope of Work, the Contractor will not be penalized for any regular daily work task not completed by the Security Guard due to their participation in emergency activities.</p>
34.	<p>Attachment C, 8.9.16. states “Where applicable, ensure availability as required for special events and</p>	<p>Please refer to section 5.2.5, Occasional of Attachment A, Scope of Work, and Attachment B, Price Sheet,</p>

	<p>situations where Customer provides Contractor with 24 hours advanced notice.” The standard industry notification time for special events is typically 72-hours in advance.</p> <p>To clarify, which rate will the contractor be permitted to use in these circumstances (e.g., the Occasional rate or whatever rate is currently in effect)?</p>	<p>where pricing is requested for such Occasional security guard services.</p>
35.	<p>Should the 24-hour advanced notification timeframe be priced into the Occasional rates or into ALL rates?</p>	<p>Bidders shall consider all costs/expenses of providing services in accordance with the terms of this ITB when submitting a bid.</p>
36.	<p>Attachment C, 8.9.17. Be capable of responding to any on-site call received within five (5) minutes.</p> <p>Can you please clarify what type of response is required within the 5-minute required response timeframe?</p>	<p>Please refer to section 8.9.17 of Attachment A, Scope of Work.</p>
37.	<p>Should 5-minute response timeframe requirement be priced into all rates?</p>	<p>Yes. Please note that the Security Guard will already be on-site, and this is a requirement of them fulfilling their job.</p>
38.	<p>Attachment C, 9.1.6 states “Successfully pass a pen and paper literacy test administered by the Contractor including, but not limited to, spelling and grammar. Contractor shall furnish results to Customer or DMS upon request.”</p> <p>Will the State provide the required literacy test?</p>	<p>No. The Contractor is expected to provide and administer these tests.</p>
39.	<p>Attachment C, 13.1 states “The Contractor shall provide a manager (i.e. Regional and Corporate Headquarters) who will conduct regular, unannounced inspections to ensure Security Guards’ compliance with established terms and conditions. The frequency of Inspections will be determined in the Customer’s SLA.”</p> <p>Can the State please define the period of inspections required so that they</p>	<p>As noted in section 13, Contractor Inspections, subsection 13.1 of Attachment A, Scope of Work, the frequency of inspections will be determined in the Customer’s SLA.</p>

	can be accounted for in contractor provided pricing?	
40.	<p>Attachment C, Section 14.3 states that "Security Guards shall be equipped with redundant communication equipment, furnished by the Contractor, to be able to communicate with their supervisor, their home office, 911, the local police, and the Customer's Contract Manager. This redundant communication equipment may include, but is not limited to: a. Stationary Telephone b. Cellular telephone with long-distance calling capabilities. c. Two-Way Radio d. Fax Machine"</p> <p>Can the state please clarify if this equipment needs to be provided at no additional cost?</p>	As noted in section 14.3 of Attachment A, Scope of Work, redundant communication equipment will be furnished by the Contractor at no additional cost to the Customer. The redundant communication equipment selected shall be in accordance with Customer's SLA.
41.	Please specify which redundant communication will need to be priced into the contractor's bill rates? This will be a significant cost item and expensive to the agencies. In addition, contractors may not have the ability to install Stationary Telephones on client property.	As noted in section 14.3 of Attachment A, Scope of Work, redundant communication equipment will be furnished by the Contractor at no additional cost to the Customer. The redundant communication equipment selected shall be in accordance with Customer's SLA.
42.	Please define if it's possible that the contractor will need to provide all of these redundant communication methods?	As noted in section 14.3 of Attachment A, Scope of Work, redundant communication equipment will be furnished by the Contractor at no additional cost to the Customer. The redundant communication equipment selected shall be in accordance with the Customer's SLA.
43.	Please define any other communication equipment that may be required beyond this list.	As noted in section 14.3 of Attachment A, Scope of Work, redundant communication equipment will be furnished by the Contractor at no additional cost to the Customer. The redundant communication equipment selected shall be in accordance with Customer's SLA.
44.	Attachment C, 14.1 Security Guards providing services under this Contract shall report to work in uniforms provided by, and paid for by, the	Pursuant to section 22.1, a Contractor shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding

	<p>Contractor, unless otherwise specified by the Customer in the SLA.</p> <p>Some security guard companies pay for these uniforms but then deduct these costs from the security officer payroll. Is this acceptable?</p> <p>If not acceptable, how will this be audited?</p>	<p>of income taxes and social security), and any benefits for its personnel. The Security Guard's uniform will be at the expense of the Contractor.</p> <p>As noted in section 14.1 of Attachment A, Scope of Work, Security Guards providing services under the Contract shall report to work in uniforms provided and paid for by the Contractor, unless otherwise specified by the Customer in the SLA. All Security Guards shall be appropriately uniformed in accordance with section 493.6305, F.S.</p>
45.	<p>Attachment C, 18.5 states "The Contractor shall provide coverage of additional shifts or special requests as approved by the Customer pursuant to this Section 5 at standard hourly billing rates."</p> <p>Are these additional shifts and special requests billable at the Occasional rates or are contractors required to price in this overtime within the standard bill rates?</p>	<p>Additional shifts and special requests are considered "Occasional" The Customer will be billed in accordance with the hourly rate provided on Attachment B, Price Sheet. Please also see section 5.2.5, Occasional, of Attachment A, Scope of Work. Overtime may only be invoiced in accordance with section 19.2 of Attachment A, Scope of Work.</p>
46.	<p>For part-time occasional work details, can the contractor require a minimum of at least 6 billable hours? For example, if an officer is required to drive to a remote work site and the detail ends early, can the officer be guaranteed at least 6 hours of pay?</p>	<p>Additional shifts and special requests are considered "Occasional" The Customer will be billed in accordance with the hourly rate provided on Attachment B, Price Sheet. Please also see section 5.2.5, Occasional, of Attachment A, Scope of Work. Overtime may only be invoiced in accordance with section 19.2 of Attachment A, Scope of Work.</p>
47.	<p>Attachment C, 19.4 states "The Contractor may be authorized or required to furnish unscheduled uniformed Security Guards for the premises or other location(s) designated by the Customer according to the rates established in the pricing schedules and pursuant to all other provisions of this Contract."</p> <p>Since this contract requires contractors to furnish unscheduled security guards according to the standard pricing</p>	<p>Overtime may only be invoiced in accordance with section 19.2 of Attachment A, Scope of Work. Contractor will maintain a group of substitute/alternate Security Guards trained on the Customer's facility for assignment as required in accordance with Section 18.5, of Attachment A, Scope of Work and is responsible for maintaining sufficient staffing to ensure Security Guards are available to work at the Customer's facility list as incorporated through the SLA in</p>

	schedules while state law requires contractors to pay overtime all vendors will need to account for overtime in the standard bill rates?	accordance with Section 20, Coverage, of Attachment A, Scope of Work.
48.	Would the State consider adding an overtime bill rate so that all agencies don't bear the additional costs of overtime costs included within the standard rates when they may not be applicable to them?	Overtime may only be invoiced in accordance with section 19.2 of Attachment A, Scope of Work. Contractor will maintain a group of substitute/alternate Security Guards trained on the Customer's facility for assignment as required in accordance with Section 18.5, of Attachment A, Scope of Work and is responsible for maintaining sufficient staffing to ensure Security Guards are available to work at the Customer's facility list as incorporated through the SLA in accordance with Section 20, Coverage, of Attachment A, Scope of Work.
49.	Attachment C, 20.Coverage states "Contractor is responsible for maintaining sufficient staffing to ensure Security Guards are available to work at the Customer's facility list as incorporated through the SLA. Customer's facility(ies) shall be staffed in accordance with the Customer's SLA. In the event there is no Security Guard available for any duty shift, the Contractor shall hire and pay a duly qualified off-duty Florida law enforcement officer to cover the shift at no additional cost to the Customer." Can the State please define a "duly qualified off-duty Florida law enforcement officer"?	Please see section 3, Definitions of Attachment A, Scope of Work.
50.	Attachment C, Section 22.10 Financial Consequences states "Financial Consequences for Non-Performance Per Occurrence" Since these financial consequences range between \$250 - \$100 per Calander day and \$500 - \$10,000 per occurrence - these consequences have the potential to be significant. Can the State please clarify if there	Any financial consequences for non-performance will be as set forth in section 22.10, Financial Consequences of Attachment A, Scope of Work.

	any maximum financial consequences?	
51.	<p>Attachment C, Section 22.11 Price Adjustments state "Prices may be adjusted no earlier than twelve (12) months after the start date of the Contract and no earlier than twelve (12) months after the effective date of the previous price adjustment, whichever is later. All other pricing shall be in accordance with the initial and renewal term pricing. Price increases must be supported by a change in the Producer Price Index (PPI) for the Series ID(s) shown in the table below. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at http://www.bls.gov/data/.</p> <p>Would the State consider allowing annual pricing adjustments as many government cities and counties are currently their living/minimum wage requirements? This would be beneficial to the Agencies and Users since contractors could bid more aggressively rather than trying to predict future changes to the living/minimum wage rates which has become increasingly more difficult to predict.</p>	<p>Price adjustments will only be permitted in accordance with the process set forth in section 22.11, Price Adjustments of Attachment A, Scope of Work.</p> <p>Bidders are encouraged to submit a bid taking into consideration the prevailing wage, living wage ordinance, local mandated wage, and any potential changes thereto, for whichever Region it chooses to submit a bid.</p>
52.	Can the State please clarify if the PPI annual adjustment will be applicable to both the Initial Term Pricing and the Renewal Term Pricing? For example, can the contractor request an increase in the Year 2 pricing with the bid submission?	The PPI price adjustment is applicable to both the initial and renewal term pricing. As noted in section 22.11, Price Adjustments of Attachment A, Scope of Work, prices may be adjusted no earlier than twelve months after the start date of the Contract and no earlier than twelve months after the effective date of the previous price adjustment, whichever is later. All other pricing shall be in accordance with the initial and renewal term pricing.
53.	Attachment C, Section 22.12 states that purchasing card program using	Bidders shall consider all costs/expenses of providing services in

	<p>the Visa platform has been implemented.</p> <p>Contractors will incur additional fees for using this Visa platform. Should contractor pricing be inclusive of this fee or can this be billed separately?</p>	<p>accordance with the terms of this ITB when submitting a bid.</p>
54.	<p>Since this could be a significant cost item to agencies that are not using this Visa platform would the State consider making this billable only to those agencies using this service?</p>	<p>Bidders shall consider all costs/expenses of providing services in accordance with the terms of this ITB when submitting a bid.</p>
55.	<p>Can Section 2.3.2 of Attachment D to the Draft Contract on page 2 of Attachment D be revised to give the Contractor the reciprocal right to terminate the Contract for convenience on ninety (90) days' prior written notice to the State of Florida?</p>	<p>The Department will not accept any unrequested terms or conditions submitted by a Bidder, including any appearing in documents attached as part of a Bidder's response. In submitting its Bid, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.</p> <p>Section 2.3.2 of Attachment D, Special Contract Conditions, speaks to the termination of the Department's contract. Specific terms regarding termination of a Customer's order may be negotiated between a Contractor and a Customer in the Customer SLA. Any Customer terms and conditions conflicting with the Department's Special Contract Conditions shall not become a part of the Contract between the Department and the vendor.</p>
56.	<p>Our company regularly adds clients to our insurance as additional insureds, so long as our obligations are aligned with our indemnification obligations under the applicable contract and do not exceed the specified insurance limits we have agreed to provide. Can Section 7.2 of Attachment D to the Draft Contract on page 9 of Attachment D be revised as follows to reflect those parameters?</p>	<p>The Department will not accept any unrequested terms or conditions submitted by a Bidder, including any appearing in documents attached as part of a Bidder's response. In submitting its Bid, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.</p>

	On line 6, insert the following after the reference to "additional insured:" o "...to the extent of the Contractor's obligations under Section 7.5 below and up to a maximum insured amount of \$10,000,000."	
57.	<p>Our company stands behind our security services and regularly accepts the obligation to assume responsibility for the comparative portion of any losses or damages that are caused by the negligence or fault of our personnel in the performance of security services under client agreements. Can Section 7.5 of Attachment D to the Draft Contract on page 10 of Attachment D be revised as follows to reflect those parameters?</p> <p>On line 5, replace the phrase "arising from or relating to" with the phrase "to the extent caused by."</p> <p>On line 6, replace the phrase "out of any acts, actions" with the phrase "any errors."</p>	The Department will not accept any unrequested terms or conditions submitted by a Bidder, including any appearing in documents attached as part of a Bidder's response. In submitting its Bid, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.
58.	Will the State consider permitting the Contractor to terminate the contract for convenience on 120 days' prior written notice?	No.
59.	<p>Attachment F / Mandatory Responsive Requirements states "The Bidder certifies that if pricing is submitted for any region, that it has at least three years of experience in providing Security Guard Services for state or local government entities."</p> <p>Does the bidder need to have at least three years of experience in providing Security Guard Services for state or local government entities in that region or will any experience for any state or local government suffice?</p>	Bidders are encouraged to submit a bid for the region(s) it knows it will be able to service effectively and efficiently. The bidder must certify that it has at least three years' experience in providing Security Guard Services for state or local government entities.
60.	Will the Department please provide any security vehicle requirements per region (i.e., model, quantities,	Pursuant to section 14.5 of Attachment A, Scope of Work, Ancillary security vehicles, as set forth in Attachment B, Price Sheet will be requested by the

	markings, etc.)? What is the annual mileage expected?	Customer and are to be owned or leased, licensed, and insured by the Contractor. Customer specific terms and needs will be detailed in the Customer SLA.
61.	Should vehicle costs be included in the bill rate or can they be billed as a separate item?	Bidders are encouraged to review all terms and conditions and shall account for all expenses when determining final pricing.
62.	How many vehicles are included in the current contract?	In accordance with section 14.5 of Attachment A, Scope of Work, security vehicles are offered by the Contractor. The type of vehicles requested will be outlined in the Customer SLA.
63.	Can fuel be billed or should it be included in rates?	Bidders are encouraged to review all terms and conditions and shall account for all expenses when determining final pricing.
64.	Can other entities such as county and city, still piggyback pricing for their contracts?	Yes.
65.	How many vendors serve entities under the current program? How many awarded vendors does the state plan to award in each zone?	<p>Please refer to the existing contract landing page for the Security Guard Services state term contract No. 92121500-20-1 found on the DMS website for the coverage area in which each existing vendor is awarded to provide security guard services.</p> <p>Security Guard Services / State Term Contract / State Contracts and Agreements / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com)</p> <p>As noted in section 2.7, Basis of Award of the ITB document, the Department intends to issue up to 10 awards per region to the responsive and responsible Bidder(s) that submits the lowest Basis of Award price.</p>
66.	Please confirm there are no limit of zones to provide pricing	As noted in section 2.7, Basis of Award of the ITB document, Bidders are not required to Bid on all Regions; however, if submitting a bid, the Bidder must complete all required fields by providing pricing for all security guard positions, service lengths (long and short term),

		and hours (full time, part time and occasional) within each region bid on for both the <u>initial and renewal terms</u> .
67.	Does the Department plan to award on low price only? If not, what other criteria is under consideration.	As noted in section 2.7, Basis of Award of the ITB document, the Department intends to issue up to 10 awards per region to the responsive and responsible Bidder(s) that submits the lowest Basis of Award price. Basis of Award prices are calculated in accordance with section 2.7, Basis of Award, of the ITB document.
68.	Please provide current vendors (how many vendors) and current bill rates by zone.	<p>A list of the current vendors and the Price Sheet for the existing STC may be found on the DMS website. Security Guard Services state term contract No. 92121500-20-1</p> <p>Security Guard Services / State Term Contract / State Contracts and Agreements / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com)</p>
69.	Does this include FEMA related emergency work (i.e., hurricane)?	As noted in section 7.7, Emergency Response Security Guards of Attachment A, Scope of Work, Emergency Response Security Guards consist of licensed Security Guards, either armed or unarmed, who provide services when an executive order has been issued by a governmental entity.
70.	Are state hospitals included on the state term contract for security services?	As defined in section 3, Definitions of Attachment A, Scope of Work, a Customer is a State Agency (see § 287.012, F.S.) or Eligible User (see Rule 60A-1.001, F.A.C.).
71.	Is there a minimum training standard?	In accordance with section 15, Training of Attachment A, Scope of Work, the Contractor is responsible for ensuring that each security guard completes all trainings as required by the Contract and Customer.
72.	Will the Department please advise of any training (per site) it provides or mandates of awarded vendor's security staff? How many hours is this training and who provides it?	In accordance with section 15, Training of Attachment A, Scope of Work, the Contractor is responsible for ensuring that each security guard completes all trainings as required by the Contract and Customer.

73.	What is the timeline for receiving associated credentials?	As noted in section 6, Licensing Requirements/Eligibility Requirements of Attachment A, Scope of Work, all armed and unarmed Security Guards must have the applicable state of Florida Department of Agriculture and Consumer Services Security Guard Class license(s) necessary for the position they serve under the Contract, which are to be kept current and on the Security Guard's person while on duty.
74.	What equipment is required by site/post and in what quantities (e.g., PPE, radios, cell phones, flashlights, handheld metal detection wands, vehicle inspection mirrors, divesture bins and bowls, etc.)? Does the Department have a brand preference or other specifications? Are there any lethal/less lethal requirements?	The Department is unable to determine the type of equipment that would be requested. Each Purchase Order issued by a Customer will include a Customer Service Level Agreement specific to the Customer's needs.



Security Guard Services Invitation to Bid

ITB No. 23-92121500-ITB-V3

Addendum No. 2

ITB Timeline of Events

Addendum No. 2

The Department hereby amends ITB No. 23-92121500-ITB-V3 as noted within this Addendum. For revisions, underlines and yellow highlights represent additions and strikethroughs represent deletions. In the event of a conflict between previously posted information and the information contained herein, the information herein shall control. The information included in this addendum is hereby made part of this solicitation.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. Any protest concerning this agency decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax at 850-922-6312 or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied in such filings.

Please note: This addendum does not need to be returned with the bid.

Section 1.1, Timeline of Events of the Invitation to Bid is hereby amended as follows:

1.1 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Bidder to check for any changes on the Vendor Information Portal (VIP).

Timeline of Events		
Event	Time (Eastern Time)	Date
Solicitation posted on VIP		October 17, 2023
Deadline to submit questions via email to the Procurement Officer: Catherine Sanders Catherine.Sanders@dms.fl.gov	2:00 p.m.	October 31, 2023
Department's anticipated date of posting Q&A on VIP		November 28, 2023
Deadline to submit Bid and all required documents to the Procurement Officer:	2:00 p.m.	December 12, 2023

Timeline of Events		
Event	Time (Eastern Time)	Date
Attention: Catherine Sanders Department of Management Services 4050 Esplanade Way, Suite 360.4Z Tallahassee, FL 32399-0950		
Public meeting: Bid opening (non-mandatory) 4050 Esplanade Way, Conference Room 101 Tallahassee, FL 32399-0950 Conference call #: 888-585-9008 Conference room #: 145153086	2:01 p.m.	December 12, 2023
Anticipated date to post Notice of Intent to Award on VIP		January 9, 2024 January 29, 2024
Anticipated Contract start date		February 26, 2024 March 25, 2024



Security Guard Services Invitation to Bid

ITB No. 23-92121500-ITB-V3

Addendum No. 3

ITB Timeline of Events

Addendum No. 3

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Deadline to submit Bid and all required documents to the Procurement Officer:	2:00 p.m.	December 12, 2023

Timeline of Events		
Event	Time (Eastern Time)	Date
Attention: Catherine Sanders Department of Management Services 4050 Esplanade Way, Suite 360.4Z Tallahassee, FL 32399-0950		
Public meeting: Bid opening (non-mandatory) 4050 Esplanade Way, Conference Room 101 Tallahassee, FL 32399-0950 Conference call #: 888-585-9008 Conference room #: 145153086	2:01 p.m.	December 12, 2023
Anticipated date to post Notice of Intent to Award on VIP		January 9, 2024 January 29, 2024 February 12, 2024
Anticipated Contract start date		February 26, 2024 March 25, 2024 April 15, 2024

Exhibit B: Price Sheet
Security Guard Services
State Term Contract
No. 92121500-24-STC

Contractor		Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC										
Initial Term Pricing												
Security Guard Services												
Positions	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Service Length - Long Term Commitment: One or more years												
Full Time: 35 to 40 hours per week												
Security Guard Level I	Hourly	\$ 23.80			\$ 23.80	\$ 23.80	\$ 23.80	\$ 23.80	\$ 23.80	\$ 23.80	\$ 23.80	
Security Guard Level II	Hourly	\$ 26.60			\$ 26.60	\$ 26.60	\$ 26.60	\$ 26.60	\$ 26.60	\$ 29.16	\$ 29.19	
Security Guard Level III	Hourly	\$ 30.80			\$ 30.80	\$ 30.80	\$ 30.80	\$ 30.80	\$ 30.80	\$ 31.15	\$ 31.15	
Security Guard Level IV	Hourly	\$ 33.39			\$ 33.23	\$ 33.54	\$ 33.70	\$ 33.54	\$ 33.54	\$ 36.39	\$ 36.45	
Security Guard Level V	Hourly	\$ 37.25			\$ 37.08	\$ 37.43	\$ 37.60	\$ 37.43	\$ 37.43	\$ 40.57	\$ 40.67	
Security Guard Level VI	Hourly	\$ 47.08			\$ 47.02	\$ 46.98	\$ 47.02	\$ 46.98	\$ 46.98	\$ 51.48	\$ 51.27	
Part-Time: 1 to 34 hours per week												
Security Guard Level I	Hourly	\$ 23.80			\$ 23.80	\$ 23.80	\$ 23.80	\$ 23.80	\$ 23.80	\$ 23.80	\$ 23.80	
Security Guard Level II	Hourly	\$ 26.60			\$ 26.60	\$ 26.60	\$ 26.60	\$ 26.60	\$ 26.60	\$ 29.16	\$ 29.19	
Security Guard Level III	Hourly	\$ 30.80			\$ 30.80	\$ 30.80	\$ 30.80	\$ 30.80	\$ 30.80	\$ 31.15	\$ 31.15	
Security Guard Level IV	Hourly	\$ 33.39			\$ 33.23	\$ 33.54	\$ 33.70	\$ 33.54	\$ 33.54	\$ 36.39	\$ 36.45	
Security Guard Level V	Hourly	\$ 37.25			\$ 37.08	\$ 37.43	\$ 37.60	\$ 37.43	\$ 37.43	\$ 40.57	\$ 40.67	
Security Guard Level VI	Hourly	\$ 47.08			\$ 47.02	\$ 46.98	\$ 47.02	\$ 46.98	\$ 46.98	\$ 51.48	\$ 51.27	
Occasional: Days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.												
Security Guard Level I	Hourly	\$ 38.08			\$ 38.08	\$ 38.08	\$ 38.08	\$ 38.08	\$ 38.08	\$ 38.08	\$ 38.08	
Security Guard Level II	Hourly	\$ 42.56			\$ 42.56	\$ 42.56	\$ 42.56	\$ 42.56	\$ 42.56	\$ 46.66	\$ 46.70	
Security Guard Level III	Hourly	\$ 49.28			\$ 49.28	\$ 49.28	\$ 49.28	\$ 49.28	\$ 49.28	\$ 49.84	\$ 49.84	
Security Guard Level IV	Hourly	\$ 53.42			\$ 53.17	\$ 53.66	\$ 53.92	\$ 53.66	\$ 53.66	\$ 58.22	\$ 58.32	
Security Guard Level V	Hourly	\$ 53.92			\$ 53.67	\$ 54.16	\$ 54.42	\$ 54.16	\$ 54.16	\$ 58.72	\$ 58.82	
Security Guard Level VI	Hourly	\$ 54.42			\$ 54.17	\$ 54.66	\$ 54.92	\$ 54.66	\$ 54.66	\$ 59.22	\$ 59.32	

Exhibit B: Price Sheet
Security Guard Services
State Term Contract
No. 92121500-24-STC

Contractor		Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC										
Initial Term Pricing												
Positions	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Service Length - Short Term Commitment: Less than one year												
Full Time: 35 to 40 hours per week												
Security Guard Level I	Hourly	\$ 23.80			\$ 23.80	\$ 23.80	\$ 23.80	\$ 23.80	\$ 23.80	\$ 23.80	\$ 23.80	
Security Guard Level II	Hourly	\$ 26.60			\$ 26.60	\$ 26.60	\$ 26.60	\$ 26.60	\$ 26.60	\$ 29.16	\$ 29.19	
Security Guard Level III	Hourly	\$ 30.80			\$ 30.80	\$ 30.80	\$ 30.80	\$ 30.80	\$ 30.80	\$ 31.15	\$ 31.15	
Security Guard Level IV	Hourly	\$ 33.39			\$ 33.23	\$ 33.54	\$ 33.70	\$ 33.54	\$ 33.54	\$ 36.39	\$ 36.45	
Security Guard Level V	Hourly	\$ 37.25			\$ 37.08	\$ 37.43	\$ 37.60	\$ 37.43	\$ 37.43	\$ 40.57	\$ 40.67	
Security Guard Level VI	Hourly	\$ 47.08			\$ 47.02	\$ 46.98	\$ 47.02	\$ 46.98	\$ 46.98	\$ 51.48	\$ 51.27	
Part-Time: 1 to 34 hours per week												
Security Guard Level I	Hourly	\$ 24.51			\$ 24.51	\$ 24.51	\$ 24.51	\$ 24.51	\$ 24.51	\$ 24.51	\$ 24.51	
Security Guard Level II	Hourly	\$ 27.40			\$ 27.40	\$ 27.40	\$ 27.40	\$ 27.40	\$ 27.40	\$ 30.03	\$ 30.07	
Security Guard Level III	Hourly	\$ 31.72			\$ 31.72	\$ 31.72	\$ 31.72	\$ 31.72	\$ 31.72	\$ 32.08	\$ 32.08	
Security Guard Level IV	Hourly	\$ 34.39			\$ 34.23	\$ 34.55	\$ 34.71	\$ 34.55	\$ 34.55	\$ 37.48	\$ 37.54	
Security Guard Level V	Hourly	\$ 38.37			\$ 38.19	\$ 38.55	\$ 38.73	\$ 38.55	\$ 38.55	\$ 41.79	\$ 41.89	
Security Guard Level VI	Hourly	\$ 48.49			\$ 48.43	\$ 48.39	\$ 48.43	\$ 48.39	\$ 48.39	\$ 53.02	\$ 52.81	
Occasional: Days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.												
Security Guard Level I	Hourly	\$ 38.08			\$ 38.08	\$ 38.08	\$ 38.08	\$ 38.08	\$ 38.08	\$ 38.08	\$ 38.08	
Security Guard Level II	Hourly	\$ 42.56			\$ 42.56	\$ 42.56	\$ 42.56	\$ 42.56	\$ 42.56	\$ 46.66	\$ 46.70	
Security Guard Level III	Hourly	\$ 49.28			\$ 49.28	\$ 49.28	\$ 49.28	\$ 49.28	\$ 49.28	\$ 49.84	\$ 49.84	
Security Guard Level IV	Hourly	\$ 53.42			\$ 53.17	\$ 53.66	\$ 53.92	\$ 53.66	\$ 53.66	\$ 58.22	\$ 58.32	
Security Guard Level V	Hourly	\$ 53.92			\$ 53.67	\$ 54.16	\$ 54.42	\$ 54.16	\$ 54.16	\$ 58.72	\$ 58.82	
Security Guard Level VI	Hourly	\$ 54.42			\$ 54.17	\$ 54.66	\$ 54.92	\$ 54.66	\$ 54.66	\$ 59.22	\$ 59.32	
Emergency Response Security Guards - Armed	Hourly	\$ 75.00			\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	
Emergency Response Security Guards - Unarmed	Hourly	\$ 65.00			\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	

**Exhibit B: Price Sheet
Security Guard Services
State Term Contract
No. 92121500-24-STC**

Contractor

Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC

Initial Term Pricing												
Ancillary Equipment												
Service Description	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Vehicles - Bicycle	Hourly	\$ 25.00			\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	
Vehicles - Golf cart	Hourly	\$ 75.00			\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	
Vehicles - Automobile	Hourly	\$ 125.00			\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	
Vehicles - SUV	Hourly	\$ 150.00			\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	
Vehicles - 4WD truck	Hourly	\$ 175.00			\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	
Vehicles - Bicycle	Daily	\$ 25.00			\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	
Vehicles - Golf cart	Daily	\$ 75.00			\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	
Vehicles - Automobile	Daily	\$ 125.00			\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	
Vehicles - SUV	Daily	\$ 150.00			\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	
Vehicles - 4WD truck	Daily	\$ 175.00			\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	
Vehicles - Bicycle	Monthly	\$ 200.00			\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	
Vehicles - Golf cart	Monthly	\$ 900.00			\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	
Vehicles - Automobile	Monthly	\$ 1,995.00			\$ 1,995.00	\$ 1,995.00	\$ 1,995.00	\$ 1,995.00	\$ 1,995.00	\$ 1,995.00	\$ 1,995.00	
Vehicles - SUV	Monthly	\$ 2,500.00			\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	
Vehicles - 4WD truck	Monthly	\$ 2,750.00			\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	\$ 2,750.00	

