



# St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

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4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • [www.sjrwmd.com](http://www.sjrwmd.com)

DATE: November 13, 2023

TO: Prospective Respondents

FROM: Wendy L. Cox, Procurement Director

SUBJECT: Addendum #1 to Request for Proposals 39294 – Unarmed Security Guard and Monitoring Services

As a result of inquiries received regarding the above referenced solicitation, the following is provided for your information. Please make any necessary changes to your solicitation copy.

1. Question: Is it possible to see the current contract? Are those documents public record? If yes, where can I download them from?

Response: Yes, and the documents are provided with this addendum.

2. Question: How many representatives can attend on Nov 15th for the "opening ceremony"?

Response: For public bid openings, it is not required for Respondents to attend. However, there is not a limit on the number of attendees.

3. Question: Regarding Budget per year, is our assumption correct? We will have to be within \$140,000 per year? I do not want to calculate the hourly rate based on incorrect numbers that we might have misinterpreted.

Response: Our estimated Fiscal Year 2023-2024 budget is \$133,000. This covers the period of January 1, 2024, to September 30, 2024. Refer to paragraph 7 of the solicitation for additional information regarding the District's budget estimate.

4. Question: With the current economic environment, it is still expected to have high inflation rates. Our company increases the employee's hours rate regularly (every half a year) in order to provide highly skilled, highly motivated and reliable employees. I do not see anywhere in the contract a clause about the possibility of a yearly increase. Could you please advise how to handle this? Do you allow for such adjustment?

Response: We amended the Cost Schedule to request only the Respondent's Standard Billable Hourly Rate, the Escalation Rate for District Fiscal Year 2024-2025 (10/1/24 – 9/30/25) and the Escalation Rate for District Fiscal Year 2025-2026 (10/1/25 – 9/30/26) for both types of security personnel (Security Site Supervisor and Security Officer). District Procurement staff will calculate the estimated total annual costs for each fiscal year, and the Grand Total Cost for the first contract term (1/1/24 – 9/30/26). For the period 1/1/24 – 9/30/24, the total estimated annual hours will be reduced since it is a partial District fiscal year.

Paragraph 14. AWARDING THE AGREEMENT, subparagraph a. (page 7), the first sentence has been deleted and replaced with the following sentence:

“The Agreement will be awarded to the lowest responsive, responsible Respondent, being the Respondent with the lowest Grand Total Cost for the first contract term who demonstrates, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the “Successful Respondent”).”

5. Question: In the bid document we can see that there are 9 district holiday days. We pay our employees \*1.5 holiday rate those days, however I do not see any instructions if we are allowed to charge the District for the holiday rate. Can you please advise?

Response: Refer to Paragraph 30. INDEPENDENT CONTRACTOR in the agreement included in the solicitation. The hourly rate bid shall include any premium payments made to employees for holidays.

6. Question: Is it possible to conduct a site visit/walk-through prior to submitting the bid so that we can familiarize ourselves with the work areas and conduct a risk assessment?

Response: Yes. The addendum will address the site tour date, time, location and will require an RSVP.

7. Question: Regarding diversity, does the district have a set % for minority businesses? May we submit our minority certificates together with the bid documents? We are Orange County and City of Orlando minority certified.

Response: No, we do not. However, we do encourage participation from minority-owned, women-owned, veteran-owned, and small businesses. You may submit minority documentation with a response to this solicitation.

8. Question: We plan to fulfill the contract with our inshore staff (as W-2 employees). If we do not plan to work with subcontractors, can I just cross out page 13 and write “not applicable”? Or what’s the best way to indicate this?

Response: Yes, if your company will fully staff the contract with its employees versus using subcontractors, you can place “not applicable” on the Subcontractors Form and include it in your bid response.

9. Question: Regarding Client References, the 3 references should be the same persons or should be different?

Response: The Client References should come from three different clients. Be sure to note that the solicitation specifically states, “at least two of the client references must be from the similar projects listed in response to sub-paragraph 8(a) or also referred to as the “Similar Projects”. (Refer to paragraph 8, MINIMUM QUALIFICATIONS, and the QUALIFICATIONS – CLIENT REFERECE Form).

10. Question: Regarding the Work Schedule, based on the description we palpated a “mock-schedule”. Is our assumption correct? Weekdays only 16 hours, but on weekends 24 hours to be covered? Can we do 3\*8-hour shifts or 2\*12-hour shifts? Any preference? Or is it up to us how to arrange the staffing as long as no overtime occurs, and people get sufficient rest between shifts?

Response: Yes, the assumption is correct regarding the number of hours worked (i.e., weekdays only 16 hours and weekends 24 hours to be covered). Regarding the shift preference, this decision is made by the awarded Contractor but shall not exceed 12-hour shifts as per the bid and proposed contract.

11. Question: Furthermore, to come up to the total allowed 6,776 annual hours (2,080 Supervisor and 4,696 Officer), we need to have the Supervisor cover regular security shifts.

Response: Yes, this is correct.

12. Question: The bid doc states, it is preferred for the Supervisor to cover 4PM-12AM shifts. Can it be any day of the week? It will have to be 5 days, 40 hours. How do we ensure he can check on the night shift personnel if he is only to work the PM shift? How does the Supervisor cover the actual supervisor tasks if he is assigned to cover the regular officer shifts.

Response: The current Contractor Supervisor works the 4:00 PM-12:00 AM shift, Monday through Friday. The District Project Manager's schedule is from 7:00 AM-5:00 PM to allow for an overlap between morning and evening shifts. It is the Contractor Supervisor's responsibility to determine the appropriate supervision.

13. Question: If we have the Supervisor just do Supervisor shifts separately then we will be way over the allowed hours. Please advise if the plan is meant to be this way to have the Supervisor cover regular security shifts.

Response: Yes, that is correct.

14. Question: Page 40, 1.1.1.4 camera monitoring. If the security officer is sitting in the back office watching the 76+cameras, then he cannot patrol the grounds. If he patrols the grounds (on foot and using your golf cart) then who is watching the cameras? One of the tasks will not be covered as he cannot be parallel in two places at the same time. Please advise how to handle this.

Response: The guard patrol takes approximately 30-45 minutes per round and is made every 2-3 hours. During this time, the cameras are not expected to be monitored.

15. Question: Regarding Communication via radio, I have not seen any references about radio usage, only cellphone. Does the district have internal radio system that we can also use? If not, can our officer use our company internal radios for radio check with our managers/supervisors?

Response: No, the District does not have an internal radio system that the awarded Contractor can use. Yes, the awarded Contractor's officer can use the awarded Contractor's internal radios for radio check with their managers/supervisors. However, the awarded Contractor must still supply the officer on duty with a smart phone as described in 1.7.1.3 on page 44 of the Solicitation.

16. Question: In 1.5 Guard management system, we utilize a state-of-the-art Guard Management System, that we will grant access to. Would we need to arrange a daily briefing to review the happenings from the day before? Or maybe a weekly briefing? Do I need to budget some time for that with our Management team or can the DPM review everything with our Supervisor when he comes on duty at 4PM?

Response: The Contractor's Supervisor and the District Project Manager can review everything during the AM and PM overlap.

17. Question: The security site supervisor is billed at 2080 hours a year and is needed for 33 months according to the solicitation. This is a total of 5720 hours.

Response: 2,080 is an annualized calculation. The initial term of the agreement is anticipated to be 33 months (January 1, 2024 – September 30, 2026).

18. Question: The Security officer is 4696 hours a year for 33 months. This is a total hours of 12914. How many people does this cover? It comes out to 2.25 employees or contractors in my calculation at 2080 hours a year.

Response: 4,696 is an annualized calculation. The initial term of the agreement is anticipated to be 33 months (January 1, 2024 – September 30, 2026).

19. Question: Is this a 7 day a week requirement?

Response: Refer to Attachment A – Statement of Work (starting on page 38 of the solicitation) and the Revised Cost Schedule provided.

20. Question: Is this a 24 hour a day requirement?

Response: 24 hours on weekends and holidays. Refer to Attachment A – Statement of Work (starting on page 38 of the solicitation)

21. Question: Is the external video monitoring 24 hours a day?

Response: Only when the security guard is posted during shifts, per the schedule.

22. Question: What is the requirement for coverage during lunch breaks, etc.?

Response: The awarded Contractor will be responsible for providing coverage during the specified schedule, regardless of meal breaks.

23. Question: What are the primary security risks associated with your facilities?

Response: Break-ins (theft).

24. Question: What provisions are there for overages should the economy keep getting worse and fuel costs get more out of control?

Response: Annual escalation cost has been added to this addendum and is reflected in the attached revised Cost Schedule.

25. Question: Your budget is stated as estimated, what is the real budget number?

Response: \$133,000 has been budgeted for Fiscal Year 2023-2024, which includes the period of January 1, 2024, - September 30, 2024. Budgets for future fiscal years have not yet been approved.

26. Question: Is the renewal automatic and is it a percentage increase-based contract where we determine the increase?

Response: The first term of the awarded contract is for 33 months with an option to renew it for two, 12-month renewals. An annual escalation cost has been added to this addendum and is reflected in the attached revised Cost Schedule.

27. Question: Is there overnight coverage required?

Response: Refer to the Work Schedule in Attachment A – Statement of Work (starting on page 38 of the solicitation),

28. Question: Your budget provides an hourly rate of less than 22.00 per hour, what percentage profit was estimated when the proposal was written?

Response: There has not been a “proposal written” by the District for our budget nor has there been a “percentage profit” considered. It is up to the Respondent to provide a bid that meets all requirements of this solicitation. Refer to paragraph 7, BUDGET ESTIMATE, in the solicitation.

**NOTE: The response due date for this solicitation has been extended until 2:00 pm, November 17, 2023.**

Please acknowledge receipt of this Addendum on the BID FORM provided in the Invitation for Bids document.

If you have any questions, please contact me at [wcox@sjrwmd.com](mailto:wcox@sjrwmd.com) or at (386) 329-4118 or LaDonna Johnson at [ljohnson@sjrwmd.com](mailto:ljohnson@sjrwmd.com) or at (386) 329-4592.

**REVISED  
COST SCHEDULE**

Include this form in the response Bid to be opened at 2:00 p.m., November 17, 2023

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for Unarmed Security Guard and Monitoring Services, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the costs contained in the following schedule (fill in all blanks).

The first term on the awarded contract will be from January 1, 2024 – September 30, 2026. For the period January 1, 2024 – September 30, 2024, the total estimated annual hours will be reduced, since it is a partial District fiscal year (October – September).

**District Procurement staff will calculate the estimated total annual costs for each fiscal year, and the Grand Total Cost for the first contract term. The number of hours shown below are an estimate, and Respondents should not have any expectation or promise as to the quantities of hours the District will require under this solicitation. The rates provided shall include the cloud-based security guard management platform.**

Security Personnel	Estimated Annual Hours	Standard Billable Hourly Rate	Escalation Rate for FY24-25 (10/1/24 – 9/30/25)	Escalation Rate for FY25-26 (10/1/25 – 9/30/26)
One (1) Security Site Supervisor	2,080	\$		
One (1) Security Officer	4,696	\$		

I HEREBY ACKNOWLEDGE, as Respondent’s authorized representative, that I have fully read and understand all terms and conditions as set forth in this bid and upon award of such bid, shall fully comply with such terms and conditions.

\_\_\_\_\_  
Respondent (firm name) \_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Signature \_\_\_\_\_  
Telephone number

\_\_\_\_\_  
Typed name and title



# St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

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4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500  
On the Internet at [www.sjrwmd.com](http://www.sjrwmd.com).

June 4, 2020

Dynamic Security, Inc.  
1102 Woodward Ave  
Muscle Shoals, Alabama 35661

Re: Contract 35679 Security Guard Services, District Headquarters

This Agreement, including attachments, constitutes a binding contract between the St. Johns River Water Management District, its officers, agents and employees (the "District") and Dynamic Security, Inc. ("Contractor") under the terms and conditions contained herein. The District adopts all terms and conditions of the State of Florida Term Contract 92121500-20-01 for Security Guard Services. The Contract is attached hereto as Attachment C and incorporated by reference. Contractor may commence the services provided for herein (the "Work") upon execution of this Agreement, unless otherwise provided in the Statement of Work, and providing proof of insurance coverage to the Procurement Specialist by mail, fax, or email, as indicated below. Commencing the Work constitutes acceptance of all of the following terms and conditions.

Contractor shall timely and fully perform the Work subject to the State of Florida Term Contract 92121500- 20-01, and as set forth in the Statement of Work, Attachment A. Insurance requirements are as provided in Attachment B. Contractor warrants that it has workers' compensation insurance in not less than the minimum requirements of Florida law. This Agreement, including attachments, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement may be executed in separate counterparts, which shall not affect its validity.

- **Term.** This contract shall be effective July 1, 2020 and shall expire on June 30, 2023 ("Completion Date"), unless renewed or amended by the parties. Time is of the essence. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- **Funding.** For satisfactory performance of the Work, the District agrees to pay Contractor \$317,020.32 (the "Total Compensation"). The amount expended hereunder shall be paid in accordance with and subject to the following multi-year funding allocations for each District fiscal year:

Fiscal Year: July 1, 2020 – September 30, 2020 Amount: \$ 26,418.36  
Fiscal Year: October 1, 2020 – September 30, 2021 Amount: \$105,673.44  
Fiscal Year: October 1, 2021 – September 30, 2022 Amount: \$105,673.44  
Fiscal Year: October 1, 2022 – June 30, 2023 Amount: \$ 79,255.08

Funding for each applicable fiscal year is subject to District Governing Board budgetary appropriation.

- **Project Management.** The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five

business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) email or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email or fax are deemed delivered on the date transmitted and received.

**DISTRICT**

Scott Tilton, Project Manager  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, Florida 32177-2571  
Phone: 386-329-4573  
E-mail: stilton@sjrwmd.com

**CONTRACTOR**

Chris Hargrove, Project Manager  
Dynamic Security, Inc.  
1102 Woodward Ave  
Muscle Shoals, Alabama 35661  
Phone: 256-383-5798  
E-mail: chargrove@dynamicsecurity.org

- The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work.
- **Invoice Submittal.** Contractor shall submit itemized invoices on a monthly basis by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571, or (2) by email to acctpay@sjrwmd.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary, for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- **Invoice Information.** All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) Contractor's name and address (include remit address, if necessary); (4) Contractor's invoice number and date of invoice; (5) District Project Manager; (6) Contractor's Project Manager; (7) supporting documentation as to cost and/or Work completion (as per the cost schedule and other requirements of the Statement of Work; (8) Progress Report (if required). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payment shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Contractor must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses must be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Contractor



and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or state of Florida travel forms and are paid pursuant to District Administrative Directive 2000-02.

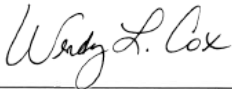
- Audit. Contractor must preserve its books and other records involving transactions related to this Agreement and provide the District, or its duly authorized representatives, access and necessary facilities to inspect and continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Contract shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.
- COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT and any subcontractors understand and will comply with their duty, pursuant to §20.055(5) Fla. Sta., to cooperate with the inspector general in any investigation, audit, inspection, review or hearing.
- Governing Law, Venue, Attorney's Fees, Waiver of Right to Jury Trial. This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeal; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
- Indemnity. Contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any all liabilities, damages, losses and costs including but not limited to reasonable attorney's fees, arising from or caused by the Contractor, its employees or subcontractors, in the performance of the Work. Contractor shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to employees performing under this contract.
- Independent Contractor. Contractor is an independent contractor. Neither Contractor nor its employees are employees or agents of the District. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor, health insurance (Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.), and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold the District harmless for any failure to comply with such laws.
- Safety. Contractor has the sole duty to ensure the safety of its employees, subcontractors, and the general public. Contractor shall enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors and servants shall allow any hunting, or any weapons, animals, alcohol, or drugs, on District property. Contractor shall provide and maintain sufficient protection for the lives and health and safety of its employees and other persons who may utilize any District premise and shall comply with all applicable state, federal, and local governmental safety laws, rules, regulations and ordinances.
- Amendments. The parties may not amend this Agreement except in writing. Modification that alter, add to, or deduct from the Work, or otherwise modify the terms of this Agreement, shall be implemented through a change order or formal amendment, specifying the nature of the change and any associated change in the total Compensation and/or Completion Date. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form to authorize minor adjustments to the Work that are consistent with the purpose of the Work. Both parties must sign the DSI. A DSI may not be used to change the Total Compensation, quantity, quality or the Completion Date of the Work, or to change or modify the Agreement.

We look forward to working with you. Please sign and date this Agreement in the space provided below and return one original by mail to:

St. Johns River Water Management District  
Debra Edwards, Procurement Specialist  
4049 Reid Street, Palatka, FL 32177-2571  
Office: 386-329-4866; Fax: 386-329-4848  
Email: dkedwards@sjrwmd.com

(Note: If the District has executed this Agreement prior to your signature, you must return a fully executed original agreement to the District no later than ten business days after the date of this letter. Failure to do so may result in the withdrawal of this offer.)

Sincerely,



6/23/20

Ann B. Shortelle, Ph.D. Executive Director, or Designee  
St. Johns River Water Management District

Contractor — DYNAMIC SECURITY, INC.

(By signing below, you accept the terms and conditions of this Agreement and represent that you have the necessary authority to sign on behalf of your company.)

(Sign here) Gail Arrington

Print Name: Gail Arrington

Title: CFO

Date: 6-8-2020

**Attachments:**

- Attachment A — Statement of Work
- Attachment B — Insurance Requirements
- Attachment C — State Contract 92121500-20-1

**ATTACHMENT A — STATEMENT OF WORK  
SECURITY GUARD SERVICES (UNARMED) DISTRICT HEADQUARTERS**

**I. INTRODUCTION/BACKGROUND:**

The St. Johns River Water Management District is a regulatory agency established to protect the water quality and supply of all, or part of, 18 counties of the State of Florida comprising the St. Johns River Basin and associated coastal waters. The District's headquarters is located in Palatka. The 25-acre site includes four major office buildings, a laboratory building, two large storage buildings and seven other maintenance and covered storage buildings. There are approximately 350 personnel stationed at the facility that conduct the majority of the business operations of the District. These services will also include monitoring cameras located offsite at the Sunnyhill Field Station, Lake Apopka Field Station and Palm Bay Service Center.

In addition to staff and buildings, the facility houses central file storage, information technology systems, vehicle fleet, light and heavy equipment, boats and other valuable assets.

The District currently utilizes contracted security services, together with existing electronic security systems, for the protection of its staff, assets and information technology. With the increased awareness of potential security risks nationwide, the District has determined that an upgrade of its security services is necessary to ensure a continuous, elevated level of protection.

**II. OBJECTIVE:**

The goal of the security service is to provide a safe and secure environment for staff and customers and to protect the business systems and physical assets of the District. This shall be accomplished without disruption to the normal operations of the District and shall ensure reasonable access for the general public.

Due to the nature of the various work requirements of many staff, safe, but limited, access is provided for staff on a twenty-four hour, seven-day-a-week basis. This access is not only for use of individual offices, but also for vehicles and equipment that may be required for specific job performance.

The District provides in this Statement of Work the minimum required hours of coverage, the basic general duty requirements and basic equipment requirements to interface with District staff and customers.

The intent of this project is for "unarmed security services." At no time, shall a firearm be brought onto the project site.

**III. SCOPE:**

The District is seeking on-site security services staffed by a Security Officer and Site Supervisor primarily at night and on the weekends. The Security Supervisor would work a 40-hour week and a Security Officer would be on-site all other times. Criminal background check document will be provided to the District Project Manager prior to personnel start date.

**IV. TASK IDENTIFICATION:**

Responsibilities of Contractor and District are included in the Specification section.

**WORK SCHEDULE:**

- Monday through Thursday of each week full coverage from 16:00 until 08:00
- From 16:00 Friday until 08:00 Monday
- From 16:00 the day before a District holiday\* until 08:00 the day following a District holiday\*
- \*District holidays (9) include: New Year’s Day, Martin Luther King’s Birthday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day
- The District reserves the right to delete the number of regular hours, or request additional hours of security guard services as the District may deem necessary upon reasonable notice to Contractor
- Compensation for additions and/or deletions to these services shall be at the current contract hourly rate stated in the Cost Schedule below
- Any overtime hours not prior approved by the District’s project manager shall be the Contractor’s responsibility

**V. TIMEFRAMES & DELIVERABLES**

The contract term shall be approximately July 1, 2020, through June 30, 2023.

**VI. COST SCHEDULE**

Payments shall be made monthly upon completion of work and approval of invoice by District’s Project Manager. The following represents the annual breakdown of the District’s costs for these services, with District Holiday coverage included:

<b>Security Personnel</b>	<b>Quantity</b>	<b>Weekly Hrs.</b>	<b>Annual Hrs.</b>	<b>Standard Billable Hourly Rate*</b>	<b>Estimated Monthly Cost</b>	<b>Estimated Annual Cost</b>
Site Supervisor	1	40	2080	\$16.76	\$ 2,681.60	\$ 32,179.20
Security Officer	2	88	4576	\$16.76	\$ 5,899.52	\$ 70,794.24
DORS Reporting System	1				\$ 225.00	\$ 2,700.00
<b>TOTAL</b>					<b>\$ 8,806.12</b>	<b>\$105,673.44</b>

\* In the event that Contractor experiences an increase in its costs resulting from any increase, whether or not anticipated, in or resulting from: (1) Federal, state or local taxes, levies, or required withholdings imposed or assessed on amounts payable to and/or by Contractor hereunder or by or in respect of Contractor to its personnel; (2) Federal, state or local minimum wage rates, mandated paid time off and/or sick leave,; (3) costs related to insurance and/or workers’ compensation; and/or (4) costs related to medical and/or welfare benefits and other requirements, including without limitation costs incurred by Contractor required by applicable federal, state and/or local law, including, without limitation “Healthcare Reform Legislation Costs” (as defined below), the Billable Hourly Rates shall be increased by a percentage equal to half the percentage increase in Contractor’s costs resulting from the items set forth in sub-clauses (1), (2), (3) and (4) of this paragraph. Contractor will provide the District notice of such change in the Billable Hourly Rates. Notwithstanding anything contained in this Section to the contrary, Contractor may pass through half the costs set forth in sub-clauses (1) -(4) of this paragraph to the District as incurred or accrued and the District shall pay Contractor for such costs. “Healthcare Reform Legislation Costs” shall mean the costs and/or assessments incurred by Contractor in respect of the employee medical and/or welfare benefits and other requirements under the Patient Protection and Affordable Care Act of 2010 and the related statutes and regulations (as amended hereafter, the “Act”) that were not capable of being anticipated at the time Contractor submitted its bid.

## **SPECIFICATIONS**

### **1.1. SPECIFICATION OF SERVICES**

- 1.1.1. The Security Contractor (“Contractor”) shall provide appropriately equipped and well-trained licensed security personnel at the St Johns River Water Management District (SJRWMD) headquarters located at 4049 Reid Street, Palatka, Florida for the protection of SJRWMD employees, invitees, and SJRWMD property. The services provided include, but are not limited to, the following:
  - 1.1.1.1. Adherence to and enforcement of the SJRWMD Security Officer Manual as well as applicable laws and SJRWMD Policies and Rules.
  - 1.1.1.2. Staffing security post.
  - 1.1.1.3. Roving security patrols.
  - 1.1.1.4. Investigation of unusual or suspicious activity or conditions.
  - 1.1.1.5. Security system monitoring and responding to alarms.
  - 1.1.1.6. Monitoring all nighttime, weekend and holiday access of individuals and vehicles.
  - 1.1.1.7. Providing security escorts upon request or for an individual in obvious need.
  - 1.1.1.8. Assist SJRWMD personnel with receiving, logging and safeguarding lost and found articles.
  - 1.1.1.9. Establishing and maintaining radio and/or cellular phone communications with SJRWMD personnel as directed.
  - 1.1.1.10. Assisting SJRWMD personnel in emergency situations.
  - 1.1.1.11. Notifying appropriate law enforcement agency and SJRWMD personnel in the event of a security breach, suspicious activity, or safety hazard.
  - 1.1.1.12. Supervision and scheduling of security personnel
  - 1.1.1.13. Administration of all security personnel payroll, benefits and other employer responsibilities.
  - 1.1.1.14. Provision of the training detailed in section 1.4, the equipment detailed in section 1.7, and all other required services set forth below.
  - 1.1.1.15. Maintenance of the documentation required in section 1.5.
  - 1.1.1.16. In addition to the above, if the SJRWMD requires a Level II Security Supervisor, the following services shall also be provided:
    - 1.1.1.16.1. Analyze security infrastructure, practices and policy and recommend improvements to SJRWMD.
    - 1.1.1.16.2. Review all Daily Activity Reports and the Pass-on Log and inform SJRWMD of any problems or concerns.
    - 1.1.1.16.3. Inspection of and reporting on area lighting and alarm systems
    - 1.1.1.16.4. Routine monitoring of security infrastructure, including alarms and recording devices.
    - 1.1.1.16.5. The security officer will be monitoring 58 cameras located at the Palatka District Headquarters, Sunnyhill Field Station, Apopka Field Station and the Palm Bay Service Center. The District will provide analytical software, viewable on an iPad

to notify the officer when motion is detected. The security officer will determine if the activity is normal or needs to be reported.

- 1.1.1.17. Conducting, security related drills, shift briefings, unannounced post inspections.
- 1.1.1.18. Appropriately respond to medical emergencies with basic assistance and notification of necessary emergency responders.

## **1.2. STAFFING**

- 1.2.1. The Contractor shall provide unarmed Level I Security Officers to perform the services identified herein at the SJRWMD headquarters.
  - 1.2.1.1. The service hours and staff quantities are in the Work Schedule portion of this document. The SJRWMD Security/Project Manager (DPM) reserves the right to approve security officer staffing with the selected Contractor.
  - 1.2.1.2. The maximum tour length for any Officer shall not routinely exceed 12 hours in any 24-hour period. This includes hours spent on any other contract. During instances of forced overtime, Officers shall continue to conduct all required duties until properly relieved. Contractor shall provide an off-duty rest period of no less than eight hours between shifts.
- 1.2.2. Stability in posting assignments is a crucial element to performing the services. A Security Officer's familiarity with the post, the employees and contractors, and daily occurrences has a direct correlation with the quality and effectiveness of the security services provided. Therefore, Contractor shall only assign to SJRWMD Officers that have trained pursuant to the provisions of 1.4, and that are familiar with the duties and responsibilities associated with providing security services to SJRWMD.
- 1.2.3. If desired by District, the Contractor will provide a Level II Security Supervisor ("Supervisor") to work primarily during the day as set forth in the Work Schedule. The Security Supervisor position shall be a licensed Security Officer and will act as a support position to the SJRWMD Project Manager (DPM).
  - 1.2.3.1. The Security Supervisor shall supervise other Security Officers, collect and analyze all reports, provide findings, and maintain security related programs for the DPM.
  - 1.2.3.2. The Supervisor shall perform other duties as assigned by the DPM
- 1.2.4. If at any time SJRWMD deems an Officer or Supervisor unacceptable, then the Contractor will provide a suitable replacement for purposes of the SJRWMD contract within four hours of notification.
- 1.2.5. The Contractor has the sole duty to discipline and discharge its Officers and other personnel. SJRWMD is not the employer of any security personnel assigned by Contractor pursuant to this agreement.
- 1.2.6. Additionally, the Contractor shall, at no additional charge to the District, have a Regional/Area Manager (defined as the manager responsible for contract compliance/administration at the District) visit with the Supervisor at least once every two weeks. To document post visits, the Area Manager will annotate his/her visit on the daily activity log with the date and time of the visit and sign next to the annotation. For the purposes of this post visit, the day shift Supervisor does not qualify for these visits.
- 1.2.7. The Contractor's off-site Regional/Area Manager shall contact the DPM, at least once per month, in person or by telephone, to receive feed-back on the performance of Officers and Supervisors assigned to the sites and any special instructions that they may have for up-coming events or changes to procedures.

### 1.3. MINIMUM SECURITY OFFICER STANDARDS

- 1.3.1. All Officers and Supervisors employed by Contractor and assigned to SJRWMD are required to meet the following minimum standards:
  - 1.3.1.1. U.S. citizenship or valid U.S. work permit.
  - 1.3.1.2. Licensed by the State of Florida to perform security services pursuant to section 493.6301(6) Florida Statutes. The license shall be a Class “D” license or, if the District directs that armed security services be provided, a Class “G” license.
  - 1.3.1.3. Two years’ experience in a security position requiring the above license or another state’s equivalent, **or** prior experience as an officer with a local, state, federal or military law enforcement agency.
  - 1.3.1.4. Valid Florida driver’s license to the extent driving is a job requirement.
  - 1.3.1.5. High school graduate or equivalent thereof.
  - 1.3.1.6. Successfully pass initial and periodic drug tests.
  - 1.3.1.7. Successfully pass a background investigation that includes a criminal history check for every state that the proposed Officer has resided in for the last 7 years that is the equivalent of the Florida Department of Law Enforcement search of Florida records.
  - 1.3.1.8. Sufficient maturity necessary for professional interaction
  - 1.3.1.9. Physically able to accomplish various tasks that must be performed, including completing required patrols on foot, quickly ascending and descending multiple flights of stairs, running a distance of 100 yards in response to security situations, and lifting weights of at least 40 pounds. Failure to comply with this requirement may result in removal from duty.
  - 1.3.1.10. Ability to speak, read, write, and understand the English language clearly.
  - 1.3.1.11. Ability to comprehend oral and written orders, procedures, and materials.
  - 1.3.1.12. Ability to compose written reports and convey complete information utilizing correct sentence composition and grammar.
  - 1.3.1.13. Possess sufficient computer skills to operate security related devices without error.
  - 1.3.1.14. Capacity to hear ordinary conversations at fifteen (15) feet with either ear, with or without the benefit of a hearing aid.
  - 1.3.1.15. Neat, clean, and well-groomed appearance while providing services.
  - 1.3.1.16. In addition to the above, the Security Supervisor must have:
    - 1.3.1.16.1. At least six months’ supervisory experience in the security field.
    - 1.3.1.16.2. Documented experience and/or training in investigative techniques, evidence handling, de-escalation and control techniques, and conflict resolution.
    - 1.3.1.16.3. Current CPR and First Aid training certificate
    - 1.3.1.16.4. Above average interpersonal and verbal communication skills.
    - 1.3.1.16.5. Ability to effectively use Microsoft Office and security related software.

#### **1.4. TRAINING REQUIREMENTS**

- 1.4.1. Contractor, at Contractor's expense, shall ensure that all Officers receive a minimum 40 hours of off-post training before assignment to SJRWMD. At a minimum, the following pre-assignment topics will be covered:
  - 1.4.1.1. General duties and codes of conduct per the SJRWMD Security Officer Manual
  - 1.4.1.2. Customer service and public relations
  - 1.4.1.3. Crime prevention and police relations
  - 1.4.1.4. Patrol and observation techniques
  - 1.4.1.5. Handling threatening or hostile individuals
  - 1.4.1.6. Detention and use of force
  - 1.4.1.7. Access and key control
  - 1.4.1.8. Alarm systems
  - 1.4.1.9. Fire safety and prevention
  - 1.4.1.10. Bomb and hazardous materials recognition and response
  - 1.4.1.11. Incident investigation and report writing
  - 1.4.1.12. Daily logbooks and visitor registers
  - 1.4.1.13. Computer operations
- 1.4.2. Initial Officers assigned to the facility must receive eight (8) hours of site-specific training by the Contractor's Area Manager and District's Project Manager before the Work commences.

#### **1.5. DOCUMENTATION**

- 1.5.1. Each Officer is required to document on a Daily Activity Report all activities related to the security of the facility and its occupants and the services provided including any incidents or irregularities.
- 1.5.2. Supervisors will also annotate post visits and contact with facility managers in the Daily Activity Report.
- 1.5.3. Each post shall be equipped with a Pass-on Log. The log shall be used to communicate information to subsequent shifts.
- 1.5.4. The DPM shall provide each post with a standardized incident report form. Incident report forms shall be completed for any security related incidents immediately after the occurrence. Entries in Daily Activity Reports or Pass-on Logs shall not be substituted for Incident Reports.

#### **1.6. SECURITY OFFICER MANUAL**

- 1.6.1. SJRWMD will provide a Security Officer Manual that provides the duties and responsibilities of Officers supporting the District.
- 1.6.2. The Security Officer Manual dictates the procedures that must be followed in providing the requested services at the facility. The Manual lists in detail all duties to be conducted during an Officer's tour including, but not be limited to, shift change procedures, equipment required, locks/un-locks, entry control procedures, escort procedures, emergency action procedures, forms to be used, and any other specific duties required by the post.
- 1.6.3. The District reserves the right to update the manual at any time without prior notice, therefore, the Contractor must be aware that a change in procedure can and may occur. Temporary changes may be communicated verbally or in writing. Temporary changes must be recorded in the pass-on logs. When reporting for duty, each Officer is responsible for checking pass-on logs and learning of any change and must be alert for such changes. Permanent changes must



be in writing and be reflected in the Security Officer Manual in addition to the pass-on logs. If, at any point, the Officer does not understand a change, whether it is temporary or permanent, the Officer shall immediately contact the DPM or his or her designee.

1.6.4. Copies of the Security Officer Manual shall be made available for:

1.6.4.1. Each Security Officer post

1.6.4.2. The Security Officer

1.6.4.3. The Security Supervisor

1.6.5. Instructions contained in the Security Officer Post Manual govern the performance of work. While Officers are expected to follow this procedure manual, situations may arise where the Officer is expected to exercise judgment as to whether the instructions shall be suspended, pending higher review or emergency conditions, and whether other actions are required.

1.6.6. The Officer may not suspend the instructions contained in the manual at-will. Rather, the Officer shall be required to exercise good judgment as a reasonable person with equivalent training and experience, to determine when the normal operating instructions must be suspended due to an emergency or for safety considerations. The authority to suspend operation of the manual shall be regarded as an emergency authority only and, in every case of the exercise of this authority, a full report shall be made. The report should justify why an emergency exception to the procedures was made without prior authorization.

1.6.7. Occasionally, it may be necessary for the DPM to issue temporary instructions, which will take precedence over material contained in the manual. When issued, the temporary instructions shall clearly state the exception and should include a time limit for the temporary instructions. If the change is permanent, the DPM will amend the Security Officer Manual.

1.6.8. SJRWMD does not expect that Officers or Supervisor will replace or supplement local law enforcement. Under no circumstances should an Officer or Supervisor act in a law enforcement capacity.

1.6.9. Under no circumstances should an Officer utilize arms or a canine patrol as part of the SJRWMD security program. If an Officer or Supervisor is required to utilize arms for another client, then he/she must secure it in a locked vehicle while on SJRWMD property.

## **1.7. EQUIPMENT**

1.7.1. The Security Contractor shall equip each Officer, at a minimum, with:

1.7.1.1. Flashlight

1.7.1.2. Notebook with pen

1.7.1.3. A golf cart shall be provided by The District

1.7.1.4. Contractor shall supply the Officer on duty with a cell phone that shall be functional at all times. Contractor shall replace a malfunctioning cell phone immediately upon discovery of malfunction.

1.7.1.5. Contractor shall furnish readily identifiable uniforms for all security personnel and require them to wear such uniforms whenever present on District property.

1.7.2. SJRWMD shall equip each Security Officer Post, as a minimum, with:

1.7.2.1. Keys

- Access Card

## ATTACHMENT B – INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. **Contractor's General Liability policy shall name the St. Johns River Water Management District ("District") as Additional Insured.**

All required policies shall include: (1) endorsement that waives any right of subrogation against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000 for personal injury, bodily injury, and property damage. Coverage shall include: (1) liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum requirements of Florida law.
- (d) **Professional Liability.** On an "Occurrence Basis," with limits of liability not less than \$1,000,000 for



**State Term Contract No. 92121500-20-1  
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 **Dynamic Security Services, Inc.** (Contractor), collectively referred to herein as the "Parties."

The Contractor was awarded to provide Security Guard Services in the following Region(s): Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

The Initial Contract Term shall be for five (5) years unless terminated earlier in accordance with the Special Contract Conditions. The Initial Contract Term shall begin on 03/03/2020 or on the last date the contract is signed by all Parties, whichever is later.

**II. Renewal Term.**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

**III. Contract.**

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, 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 Attachments listed below are incorporated in their entirety into, and form part of this Contract. The Contract Attachments shall have priority in the order listed:

- a) Price Sheet, Attachment A
- b) Scope of Work, Attachment B
- c) Special Contract Conditions (Florida), Attachment C
- d) Addenda to Solicitation, (in reverse order of issuance)
- e) RFP and RFP attachments
- f) Contractor's submitted Technical Proposal

**State Term Contract No. 92121500-20-1  
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 360.9X  
Tallahassee, Florida 32399-0950  
Telephone: (850) 488-8855  
Email: [Frank.Miller2@dms.myflorida.com](mailto:Frank.Miller2@dms.myflorida.com)

**Contractor's Contract Manager:**

Gail Arrington  
Dynamic Security Services, Inc.  
PO Box 451  
Tuscumbia, AL 35674  
Telephone: (256) 383-5798  
Email: [GArrington@dynamicsecurity.org](mailto:GArrington@dynamicsecurity.org)

**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 until signed and dated by the Parties.

**CONTRACTOR**  
**Dynamic Security Services, Inc.**

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

\_\_\_\_\_

\_\_\_\_\_

**Tami Fillyaw**  
**Chief of Staff**

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

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

**State Term Contract No. 92121500-20-1  
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 360.9X  
Tallahassee, Florida 32399-0950  
Telephone: (850) 488-8855  
Email: [Frank.Miller2@dms.myflorida.com](mailto:Frank.Miller2@dms.myflorida.com)

**Contractor's Contract Manager:**

Gail Arrington  
Dynamic Security Services, Inc.  
PO Box 451  
Tuscumbia, AL 35674  
Telephone: (256) 383-5798  
Email: [GArrington@dynamicsecurity.org](mailto:GArrington@dynamicsecurity.org)

**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 until signed and dated by the Parties.

**CONTRACTOR**  
**Dynamic Security Services, Inc.**

*Gail Arrington*

3-4-2020  
**Date:**

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

DocuSigned by:  
*Tami Fillyaw*  
**Tami Fillyaw**  
**Chief of Staff**

3/9/2020 | 3:49 PM EDT  
**Date:**

## Attachment B Scope of Work (SOW)

### 1. Purpose

To provide Security Guard Services pursuant to the terms in State Term Contract 92121500-20-1 for use by Customers. A map of the regions of service is set forth in Attachment L – Region Map.

### 2. Commodity Code List

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

### 3. Overview

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 this Contract and any Customer Service Level Agreement (SLA), referenced in SOW Section 9. The Contractor hereby warrants that all services shall be performed in a timely and professional manner and in accordance with the terms of this Contract and any Customer SLA.

### 4. Operational Hours

4.1 Contractor will maintain an administrative office during the term of this Contract, and any renewals, which shall be open from 8:00 a.m. through 5:00 p.m., Eastern Time, on business days. The administrative office does not need to be open on holidays observed by state agencies as defined by SOW Section 21.2.

4.2 Provision of Security Guard Services and Ancillary Equipment will vary based on each Customer's service needs. Length of service may vary, as well as number of hours worked in a day, which may range from one (1) hour to twenty-four (24) hours per day. An employee's workweek will vary based on each Customer's service needs and will be a fixed and regularly recurring period of 168 hours—seven consecutive 24-hour periods. Service lengths are as follows:

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

**Short Term Commitment:** Less than one year of Security Guard Services provided to a Customer

**Full Time:** 35 to 40 hours per workweek of Security Guard Services provided to a Customer

**Part-Time:** 1 to 34 hours per workweek of Security Guard Services provided to a Customer

**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.

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

4.4 No Security Guard shall work more than twelve (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/or the Customer's designated point of contact about any emergency situation as it occurs and request an advance waiver of this term for each occurrence.

## **5. Licensing Requirements/Eligibility Criteria**

5.1 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 this Contract, which are to be kept current and on the Security Guard's person while on duty.

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

5.3 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.

5.4 This Contract, and any Customer SLA, may be subject to termination if an unlicensed employee performs services under this Contract for any Customer.

5.5 All armed and unarmed Security Guards employed by the Contractor must have at a minimum of one (1) year of similar Security Guard Services experience.

5.6 All supervisory staff must have at least three (3) years of active Security Guard Services experience.

5.7 All unarmed and armed Security Guards must notify the Contractor in writing within one (1) day if they no longer have a valid, active license necessary to provide Security Guard Services. Upon such notification, the Contractor will arrange for a replacement Security Guard to provide Security Guard Services for the impacted Customers within a time frame mutually agreed upon by the Contractor and the Customer.

## **6. Position Descriptions**

The following are descriptions of Security Guard positions which may be offered under this Contract for Customers. For the purposes of this section, "background in law enforcement" shall mean employment as a law enforcement officer.

6.1 Security Guard Level I: An unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and a minimum of one (1)

year prior experience as a Class "D" licensed Security Guard Officer is required. A one (1) year background in law enforcement may be substituted for prior years of experience.

6.2 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 (2) years prior experience as a Class "D" licensed Security Guard Officer is required. A two (2) year background in law enforcement may be substituted for prior years of experience.

6.3 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 (2) years prior experience as a Class "D" licensed Security Guard Officer is required. A two (2) year background in law enforcement may be substituted for prior years of experience.

6.4 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 (5) years prior experience as a Class "D" licensed Security Guard Officer and a minimum of two (2) years prior experience serving as a Class "D" licensed Security Guard with a Class "G" Statewide Firearm license. A five (5) year background in law enforcement may be substituted for prior years of experience.

6.5 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 (5) years prior experience as a Class "D" licensed Security Guard with a Class "G" Statewide Firearm license. A five (5) 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 this 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.

6.6 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 (10) 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.

6.7 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. 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 (8) 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.

## **7. Tasks/Deliverables**

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

- 7.1 Furnishing 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, and/or threatened or actual organized labor actions.
- 7.2 Provide supervision of Security Guards, as required by the Customer's SLA.
- 7.3 Requiring Security Guards enforce the Customer's and the Contractor's security policies, procedures and orders and ensuring Security Guards perform all duties in accordance with the terms of this Contract and the written instructions in a Customer's SLA.
- 7.4 Designating a single point of contact to be the liaison for the State and Contractor staff in order to handle the day-to-day operations.
- 7.5 Working with the Customer to develop site-specific instructions and post orders within thirty (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.
- 7.6 Create a 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.
- 7.7 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 identify 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.
- 7.8 Ensure all Security Guards display a picture I.D. when working at a Customer's site.
- 7.9 The Contractor Security Guard Services provided to Customers will include, but not be limited to, ensuring Security Guards perform the following:

- 7.9.1. Maintain discipline, excellent appearance in accordance with Section 12 of this Scope of Work, professional demeanor, integrity, and attention to duty
- 7.9.2. Review and administer the Customer's site security procedures, instructions, and post orders.
- 7.9.3. Review and comply with the applicable Customer standards of conduct and ethics.
- 7.9.4. Perform access control of persons, vehicles, and other property.
- 7.9.5. Perform site surveillance (by either foot or vehicle).
- 7.9.6. 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.
- 7.9.7. Ensure Security Guard maintains files for security-related documentation at each security station (Post Orders, Site-Specific instructions, training materials, etc.)
- 7.9.8. 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 unless the work performed in the emergency situation exceeds 40 hours and such overtime has been authorized by the Customer. 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
- 7.9.9. 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.
- 7.9.10. Assist Customer staff in the execution of testing a facility's Fire and Life Safety Program.
- 7.9.11. 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 onsite training.
- 7.9.12. 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.

- 7.9.13. Investigate unusual occurrences in and about the premises and maintain an awareness of special activities taking place throughout the facility and property.
- 7.9.14. Conduct random walking patrols at least two (2) 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.
- 7.9.15. Inspect exterior doors for proper lock down at the facility's set closing time.
- 7.9.16. Where applicable, ensure availability of non-emergency Occasional Security Guards Levels I – VI as required for situations where Customer provides Contractor with 24 hours advanced notice. Ensure availability of Emergency Response Security Guards in accordance with subsection 6.7. Ensure availability of Full-time and Part-time Security Guards Levels I – VI where Customer provides Contractor with 72 hours advanced notice.
- 7.9.17. On-site Security Guards must be capable of responding to any on-site call received within five (5) minutes.
- 7.9.18. 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.
- 7.9.19. Read and become familiar with applicable State of Florida and Customer's security policies and procedures, to include evacuation procedures.
- 7.9.20. 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.

## **8. 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.

8.1 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:

- 8.1.1. Must possess a state issued identification card.

- 8.1.2. Must possess a valid and active driver's license if assigned to drive a motor vehicle to provide security guard services.
- 8.1.3. Successfully pass a drug test upon hire.
- 8.1.4. 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).
- 8.1.5. Successfully pass any other background investigations as required by the Customer SLA.
- 8.1.6. 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.
- 8.1.7. Complete all required training courses as mandated in state and locality of employment.
- 8.1.8. Meet state licensing requirements for the applicable Security Guard position prior to placement in accordance with the applicable provisions in Chapter 943, Florida Statutes, and Chapter 5N-1, Florida Administrative Code
- 8.1.9. 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.
- 8.1.10. 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).
- 8.1.11. Maintain a well-developed level of maturity necessary for professional interaction.
- 8.1.12. Maintain a neat, clean, well-groomed, and professional appearance while providing services in accordance with Section 12 of this Scope of Work.
- 8.1.13. Act in accordance with the terms and conditions of the Contract and the Customer SLAs.
- 8.1.14. Be familiar with, and ensure the facilities are in compliance with, all

existing standards, codes, rules and regulations. Report to Customer any failures or insufficiencies in the delivery of any service.

8.1.15. Be responsive at all levels of service to meet Customer needs.

8.2 The Contractor's hiring practices will be in conformance with all relevant federal and state employment laws.

8.3 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 and to the Customer and/or the Department upon request.

8.4 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 this Contract and 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.

8.5 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 this Contract and it will be the responsibility of the Contractor to timely provide replacement services.

8.6 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.

8.7 Security Guards will not leave assigned posts at any time during or at the end of a shift, unless relieved by the appropriate duty personnel, or unless specifically authorized by the 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.

## **9. Service Level Agreements**

9.1 For those awarded regions of service, as set forth in the Contract, where the Contractor can offer Security Guard Services to Customers, the Contractor is required to enter into an SLA with each Customer prior to providing any Security Guard Services for the Customer. The Customer shall request at least two (2) quotes where there are multiple Vendors awarded in a region. 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 Security Guard Services. Customers shall create a SLA using

Attachment K – 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 this Contract. Each Customer's SLA shall be attached to the purchase requisition in MyFloridaMarketPlace (MFMP) or formal contract between the Customer and the Contractor. Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms shall not conflict with the terms and conditions established by this Contract. Specific terms and conditions within a SLA are only applicable to that SLA and shall not be construed as an amendment to this Contract. The Contractor agrees it will not subcontract any of the Security Guard Services it provides pursuant to this Contract.

9.2 The Contractor shall:

9.2.1 Provide supervision of security guards, as required by the Customer's SLA.

9.2.2 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.

9.2.3 Ensure that security guards perform all services in accordance with written instructions provided by the Customer's SLA.

9.3 At a minimum, each Customer's SLA may include the following:

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

9.4 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, modification, deletion or addition taking effect, except as stated in the SLA.

9.5 Upon termination of any SLA or the termination of this Contract, the Contractor shall cooperate with the Customer in transferring, in a format mutually agreed upon, all of Customer's documents, books, records, and other property relating to the applicable facility or facilities in Contractor's possession or control, as may be reasonably requested by the Customer, to the Customer or such party as the Customer may designate in writing and in otherwise providing for the orderly and professional change in performance of services at such facility or facilities.

## **10. Customer Service**

In addition to the Tasks/Deliverables listed in SOW Section 7, Contractor will be responsible for the following customer service tasks/deliverables:

10.1 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)
- 10.2 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 should 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.
- 10.3 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.
- 10.4 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 Customer and/or the Department.
- 10.5 The Contractor shall notify the Customer and/or the Department's Contract Manager immediately if it believes it cannot meet the level of service required in a Customer's SLA.

### **11. Contractor Inspections**

In addition to the Tasks/Deliverables listed in SOW Section 7, Contractor will be responsible for the following inspection tasks/deliverables at/for each location:

- 11.1 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.
- 11.2 Inspections performed pursuant to the terms of this Contract will be documented by the Contractor and the observations from the inspections will be submitted monthly to the Customer Contract Manager.
- 11.3 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.

### **12. Uniforms and Equipment**

- 12.1 Security Guards providing services under this Contract shall report to work in uniforms provided by, 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. Customers will provide the Contractor with notice of a security personnel reporting to work 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.

- 12.2 If the Customer requires a nonuniformed Security Guard, the Customer may also choose to waive the name badge requirement for those Security Guards.
- 12.3 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.
- 12.4 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. Reports will be written by (Security Guard) on all lost keys or access cards.
- 12.5 Ancillary security vehicles, as set forth in Attachment H – Cost Proposal and Section 14 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 Contractor service vehicles offered to Customers through a Contract with the Department to provide ancillary service vehicles.

12.5.1. 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 autos used in connection with this 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.

12.5.2. Self-Insurance:

For any insurance coverage required hereby, 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 - \$500,000 per individual

Bodily injury - \$1,000,000 per accident

Property Damage - \$1,000,000

Comprehensive - Non Deductible

Collision - Non Deductible



- 12.6 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 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.
- 12.7 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.
- 12.8 If the Contractor damages the Customer's equipment, the Contractor shall, replace all equipment and/or materials lost, damaged, or otherwise unavailable due to the fault of the Contractor or Contractor's agents or employees:
- 12.8.1. In addition, the Contractor will be charged a \$100.00 per day penalty for equipment damage that results in any disruption of facility operations and/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.

### **13. Training**

In addition to the Tasks/Deliverables listed in SOW Section 7, Contractor will be responsible for the following training tasks/deliverables:

- 13.1 Each Security Guard shall complete all trainings as required by this 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/or upon request.
- 13.2 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 experienced individual with strong subject matter expertise, if required by the Customer, who is appropriately certified (by an accredited institution of learning or governmental/educational certification body). 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:

- 13.2.1. Ensuring Security Guards receive ongoing training to maintain licensure in accordance with Chapter 493, Part III, Florida Statutes.
- 13.2.2. Training all staff in the Customer's initiative, customer service, code of conduct, ethics, conflict management, and sexual harassment.
- 13.2.3. Coordinating and facilitating staff development, licenses, permits, and certifications.
- 13.2.4. Administering monthly tests as determined by the Customer for staff and re-training any Security Guard who fails an administered test.
- 13.2.5. Conducting Americans with Disabilities Act (ADA) training, to include service animal training.
- 13.2.6. Conducting Emergency Operation Procedures (EOP) training specific to the Customer's property/building.
- 13.2.7. Ensuring each Security Guard completes sixteen (16) hours of orientation and basic security training related to general high-rise and mid-rise building issues.
- 13.2.8. Ensuring each Security Guard completes sixteen (16) hours of Contractor supervised on-the-job training to include the Customer's designed trainings on an as needed basis.
- 13.2.9. Conducting quarterly Customer training for Account Managers as required.
- 13.2.10. Coordinating any specialized Security Guard training that is required by a Customer, which must be specified in the SLA. Customer shall cover the cost of specialized training and the hourly rate for the Security Guard attending the training.

13.3 The premises shall not be used as a training site for the Contractor's personnel.

#### 13.4 Mandatory Guard and Supervisor Training

13.4.1. 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:

- 13.4.1.1. Orientation and basic security training related to general high-rise and mid-rise building issues.
- 13.4.1.2. Patrol and observation techniques.
- 13.4.1.3. Report writing.
- 13.4.1.4. Customer service and public relations.
- 13.4.1.5. Fire safety and prevention.
- 13.4.1.6. Bomb recognition.
- 13.4.1.7. Conflict management.
- 13.4.1.8. Interpersonal skills.
- 13.4.1.9. Incident investigation.
- 13.4.1.10. Crime prevention.
- 13.4.1.11. Handling threatening/hostile individuals.
- 13.4.1.12. Handling violence in the workplace.
- 13.4.1.13. Computer operations.
- 13.4.1.14. Emergency call procedures to notify the police/sheriff department of appropriate jurisdiction.
- 13.4.1.15. Compiling employee log sheets to log the inspections and observations of rounds.

- 13.4.1.16. Operation of a two-way radio, cellular telephone or other device, to be able to call into the Contractor's headquarters.
- 13.4.1.17. Emergency call procedures to notify the Customer of a problem.
- 13.4.1.18. Procedures for identifying and handling suspicious packages.
- 13.4.1.19. Procedures for identifying and safely responding to bio-medical hazards.
- 13.4.1.20. Cardiopulmonary Resuscitation (CPR), First Aid, Blood Borne Pathogens, and the use of an Automated External Defibrillator (AED).
- 13.4.1.21. Americans with Disabilities Act (ADA) training, to include service animal training.
- 13.4.1.22. Emergency Operation Procedures (EOP) training specific to the Customer's property/building.
- 13.4.1.23. Where required by Customer, Contractor supervised on-the-job training to include Customer's designed trainings.

### 13.5 Mandatory On-Going Guard Training

13.5.1. Each Security Guard shall also receive a minimum of four (4) hours of training every 12 months at the sole cost and expense of the Contractor. Subjects shall include, but are not limited to:

- 13.5.1.1. Customer service.
- 13.5.1.2. Conflict management.
- 13.5.1.3. Report writing.
- 13.5.1.4. Interpersonal skills, including sexual harassment training.
- 13.5.1.5. Incident investigation.
- 13.5.1.6. Crime prevention.
- 13.5.1.7. Handling threatening/hostile individuals.
- 13.5.1.8. Computer operations.
- 13.5.1.9. Fire prevention.
- 13.5.1.10. Observation skills.
- 13.5.1.11. Effective patrol techniques.

### 13.6 Vehicle Operating Training

13.6.1. Defensive driving training for all vehicle operators is required.

## 14. 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 are limited to the following:

- 14.1 **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.

## 15. Background Screening and Record Retention

All the Contractor's employees, subcontractors and agents performing work under the Contract must comply with all security and administrative requirements of the Customer,

as described in Section 13 (Background Screening and Security) of Attachment B, Special Contract Conditions.

#### 15.1 Self-Disclosure

The Contractor shall ensure that all persons have a responsibility to self-report within three (3) 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 (3) calendar days, any arrest for any disqualifying offense. The Contractor shall notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest.

#### 15.2 Duty to Provide Secure Data

The Contractor will maintain the security of State of Florida data including, but not limited to, 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 this Contract.

#### 15.3 Customer's Ability to Audit Screening Compliance and Inspect Locations

The Customer reserves the right to audit the Contractor's background screening process upon two (2) days prior written notice to the Contractor during the term of the Contract. The Customer will have the right to inspect the Contractor's working area, computer systems, and/or location upon two (2) business days prior written notice to the Contractor to ensure that the Contractor's background screening process is in compliance with the Contract and all applicable state and federal rules and regulations.

#### 15.4 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 individual(s) who accessed data in any way, whether those individuals are authorized persons or not;
- 2) The duration of the individual(s)' 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 this Contract and a period of no less than five (5) years from the date of termination of this 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 15.3. 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 damages 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.

## **16. Staff Assignments**

- 16.1 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.
- 16.2 The Contractor is responsible for creating a master schedule for Security Guards provided in accordance with a Customer's SLA and providing 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 this 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 or Facility Manager with notification of any changes to the master schedule or vacation schedules no less than seven (7) days in advance.
- 16.3 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.
- 16.4 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.
- 16.5 The Contractor shall provide coverage of additional shifts or special requests as

approved by the Customer at the applicable hourly billing rates unless the additional shifts or special requests results in working more than 40 hours per workweek and such overtime has been authorized by the Customer.

### **17. Staffing Requirement and Security Guard Turnover Rate**

- 17.1 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 cost 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 (1) week advanced notification is required for any Security Guard taking approved leave time, and the Contractor must provide the name of the replacement Security Guard to the Customer's Contract Manager or Facility Manager seven (7) days in advance. In the event a scheduled Security Guard is unexpectedly not available for a duty shift, the Contractor shall ensure the Customer 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 under separate agreement by the Customer.
- 17.2 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 workweek, unless overtime is requested and authorized in advance by the Customer. 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 thirty (30) day written notice.
- 17.3 The Customer reserves the right to add and delete facilities as required in each Region. These facilities will be charged at the same established hourly rate for the Region. The Customer also reserves the right to delete facilities as deemed necessary.
- 17.4 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 this Contract.
- 17.5 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.
- 17.6 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).

- 17.7 The Customer reserves the right to reject any employee of the Contractor whom the Customer deems is not qualified.

### **18. Coverage**

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 an 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.

### **19. 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:

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

### **20. Reporting and Documenting Procedures**

- 20.1 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).
- 20.2 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.
- 20.3 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. Security Guards should consult with Contract supervisors to determine when a

special report may be required. An incident that requires an Extraordinary Single Incident Report will also be verbally reported by the Contractor to the Customer's Contract Manager and/or 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 (1) business day of the incident occurring.

- 20.4 Reports shall be submitted timely in accordance with table Reports/Documents Submission Timeline to the Customer of the Scope of Work and provided to the Customer via the method of choice as described in their SLA.
- 20.5 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 this 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.
- 20.6 Any unusual and/or significant events occurring during a shift (for example a flood, fire, stabbing, homicide) will be summarized briefly 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 listing any abnormal conditions or indicating that conditions were normal. The log shall reflect at a minimum all security, safety, or building maintenance events, the time that they occurred and the corrective actions that were taken. The bound post logbook will become the property of the Customer upon termination of this 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.
- 20.7 Provide 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 this Contract.
- 20.8 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.
- 20.9 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.
- 20.10 Security Guards shall log in and out of each facility.



## **21. Contractor's Responsibilities**

### **21.1 Administration**

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all scopes of work it accepts, 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 Customer scopes 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.

### **21.2 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 falls 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.

### **21.3 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 information listed on the Vendor Information attachments changes during the life of the Contract, then the Contractor shall update the attachments and submit to the Department'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.

21.4 Contract Reporting

The Contractor shall report information on orders received from Customers associated with this 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	Fifteen (15) calendar days after the end of each month
Quarterly Sales Report	State’s Fiscal Quarter	Fifteen (15) calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period
Preferred Pricing Affidavit	Annual	Contract anniversary date
Proof of Insurance	Annual	Upon policy renewal

21.5 MFMP Transaction Fee Report

The Contractor is required to submit monthly Transaction Fee Reports in the Department’s electronic format. Reports are due fifteen (15) calendar days after the end of the reporting period. 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 subsections under Vendors on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com) or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

21.6 Quarterly Sales Reports

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department’s Contract Manager within fifteen (15) calendar days after close of each quarter. The required format for the quarterly sales report is available at [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_resources/quarterly\\_sales\\_report\\_format](https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format). The Department reserves the right to require the Contractor to provide additional reports within thirty (30) calendar days written notice. Failure to provide the quarterly sales report, or other reports requested by the Department, may result in the imposition of financial consequences or the Contractor being found in default and may result in Contract termination. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during

the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit three consecutive quarterly sales reports, this may be considered a breach of the Contract and the Contract may be terminated or the Department may choose to not renew the Contract. Sales will be reviewed on a quarterly basis. If no sales are recorded in three consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 (July-September) - due fifteen (15) calendar days after the close of the period.

Quarter 2 (October-December) - due fifteen (15) calendar days after the close of the period.

Quarter 3 (January-March) - due fifteen (15) calendar days after the close of the period.

Quarter 4 (April-June) - due fifteen (15) calendar days after the close of the period.

#### 21.7 Diversity Report

The Contractor shall report to each Customer spend with certified and other minority business enterprises. 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 on behalf of each purchasing agency ordering under the terms of this Contract.

#### 21.8 Ad-hoc Report

The Department may require additional Contract information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests for reports within the specified amount of time as requested by the Department.

#### 21.9 Business Review Meetings

In order to maintain the partnership between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

#### 21.10 Financial Consequences

Financial consequences may be assessed on a daily basis for each individual failure of the listed performance metric(s) until the performance or submittal is accomplished to the Department's and/or Customer's satisfaction and will apply to each covered period beginning with the first full month or quarter of the Contract's performance and each and every month and quarter thereafter. See the financial consequences table below:

<b>Performance Metric</b>	<b>Description</b>	<b>Period Covered</b>	<b>Financial Consequences for Non-Performance; Per Occurrence</b>
Timely submission of complete and accurate Quarterly Sales Report	Submit Quarterly Sales Report fifteen (15) calendar days after close of the reporting period	State's Fiscal Quarter	\$250
Timely submission of complete and accurate Monthly Transaction Fee Report	Submit Monthly Transaction Fee Report fifteen (15) calendar days after close of the reporting period	Calendar Month	\$100
Timely submission of Contractor's signed Preferred Pricing Affidavit	Submit Preferred Pricing Affidavit on Contract Anniversary Date	Annual	\$100
Timely submission of Proof of Insurance	Submit Proof of Insurance upon policy renewal	Annual	\$100
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 (4) hours of a scheduled Security Guard not arriving for their duty shift.	Per Occurrence	\$500

The Department and Customers reserve the right to withhold payment or implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract. These consequences for nonperformance shall not be considered penalties.

#### 21.11 Price Adjustments

Prices may be adjusted no earlier than twelve (12) months after the start date of the initial or renewal term of the Contract, or no earlier than twelve (12) months after the effective date of the previous price adjustment, whichever is later. 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/>.

<b>Series ID</b>	<b>Product</b>
561612561612	Security guards and patrol services

The change in PPI for the first price adjustment after the start date of the initial or renewal term shall be determined using the PPI for the month in which the initial Contract or renewal was executed 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 three percent (3%), 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 this 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.

#### 21.12 Contract Transition

Upon Contract expiration or termination, the incumbent Contractor shall ensure a seamless transfer of Contract responsibilities with any subsequent Contractor necessary to transition the products and services of this Contract. The incumbent Contractor and subsequent Contractor assume any and all expenses related to the Contract transition.

#### 21.13 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 thirty (30) days of notification of such change.

# 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](mailto: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](mailto: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.

**AMENDMENT 2 AND RENEWAL OF THE AGREEMENT BETWEEN  
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND DYNAMIC SECURITY, INC.  
FOR SECURITY GUARD SERVICES, DISTRICT HEADQUARTERS**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177-2571, and DYNAMIC SECURITY, INC. ("Contractor") whose address is 1102 Woodward Avenue, Muscle Shoals, Alabama, 35661, and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 35679 on June 23, 2020 for Security Guard Services, District Headquarters. ("Agreement") and amended the Agreement on December 14, 2021 (Amendment 1). The parties desire to renew and further amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. The Agreement, Contract 35679, is hereby renewed for an additional 3-month term, beginning July 1, 2023, and ending October 30, 2023.
2. Term: Delete and replace with the following:  
This contract shall be effective July 1, 2023, and shall expire on October 30, 2023 ("Completion Date") unless renewed or amended by the parties. Time is of the essence. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion date survive termination or expiration hereof.
3. Funding: Delete and replace with the following:  
For satisfactory performance of the Work, the District agrees to pay Contractor the not to exceed amount of \$45,793.28 (the "Total Compensation").
4. Attachment A-2 – Revised Cost Schedule, is hereby modified as follows:  
The current Statement of Work remains in effect, except as expressly modified by the Cost Schedule, attached hereto as Attachment A-2 – Revised Cost Schedule.
5. All other terms and conditions of the Agreement, including any prior amendments, are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

By:   
Michael A. Register, P.E., Executive Director, or designee

Date: 5/15/23

DYNAMIC SECURITY, INC.

By: 

Date: 5-16-23

ATTACHMENTS:  
Attachment A-2 – Revised Cost Schedule

***DYNAMIC*** SECURITY, INC.  
*Over 70 Years of Quality Protective Services*

Date: April 24, 2023

To: Dave Dickens

From: Rachel Hale, District Manager

RE: The St. Johns River Water Management District

Based on the following information:

- 1 Unarmed Security Site Supervisor, 40 HPW**
- 2 Unarmed Security Officer, 88 hours**
- 12 Holiday, 96 Annual Hrs.**

Short Term Commitment: Less than one year  
State Term Contract No. 92121500-20-1

- 1 Unarmed Security Site Supervisor, Security Guard Level I \$20.64
- 2 Unarmed Security Officer, Security Guard Level I \$20.64
- 12 Holiday Security Guard Level I \$20.64

**Monthly Officer Services one year or less term**

Monthly: \$11,448.32  
Yearly: \$137,379.84

**Monthly Line Item on invoice**

\$125.00/ month for up to 20 Staff Wizard NFC tags

*Rachel L Hale*

Rachel L. Hale  
District Manager  
Dynamic Security, Inc.



**AMENDMENT 3 TO THE AGREEMENT BETWEEN  
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT  
AND DYNAMIC SECURITY, INC.  
FOR SECURITY GUARD SERVICES, DISTRICT HEADQUARTERS**

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177-2571, and DYNAMIC SECURITY, INC. ("Contractor") whose address is 1102 Woodward Avenue, Muscle Shoals, Alabama, 35661, and is effective on the date the last party has executed same.

PREMISES:

The parties entered into Agreement No. 35679 on July 1, 2020 for Security Guard Services, District Headquarters. ("Agreement") and amended the Agreement on December 14, 2021 (Amendment 1) and on May 16, 2023 (Amendment 2). The parties desire to further amend the Agreement.

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this amendment, the mutual covenants contained herein, and other good and valuable consideration, the parties hereby agree to amend the Agreement as follows:

1. Term: Delete and replace with the following:

This contract shall be effective July 1, 2020, and shall expire on December 31, 2023 ("Completion Date") unless renewed or amended by the parties. Time is of the essence. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion date survive termination or expiration hereof.

2. Funding: Delete and replace with the following:

For satisfactory performance of the Work, the District agrees to pay Contractor an additional \$22,896.64 for a Total Compensation amount of \$411,453.60.

3. ATTACHMENT A – STATEMENT OF WORK: Delete and replace with the following:

V. TIMEFRAMES & DELIVERABLES

The contract term shall be approximately July 1, 2020, through December 31, 2023.

4. All other terms and conditions of the Agreement, including any prior amendments, are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this amendment on the date set forth below.

ST. JOHNS RIVER WATER  
MANAGEMENT DISTRICT

By: Mary Ellen Winkler  
Mary Ellen Winkler, J.D. Assistant Executive Director

Date: 10/24/23

DYNAMIC SECURITY, INC.

By: Gail Arrington  
Gail Arrington, CFO

Date: 10-24-23