



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

**State Term Contract
No. 92121500-14-01
Security Officer Services, Armed and Unarmed**

Between Florida Department of Management Services and Contractor

This Contract is between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and AlliedBarton Security Services, LLC (Contractor).

The Contractor submitted a Proposal to the Department's Request for Proposals (RFP) 05-92121500-J for Security Officer Services, Armed and Unarmed. After evaluation of proposals, the Department determined that the Contractor's proposal is the most advantageous to the State of Florida and has decided to enter into this Contract.

Accordingly, the Department and Contractor agree as follows:

1 Definitions

In this Contract, terms shall have the meanings stated in Exhibit B, Statement of Work. Defined terms in the singular shall include the plural and vice versa, and the masculine, feminine, or neuter gender shall include all genders.

As used in this document, the term "Contract" (whether or not capitalized) shall, unless the context requires otherwise, be considered to be references to this Contract, including the Statement of Work and other Contract exhibits listed in section 3. Other capitalized terms used in this document and its referenced Exhibits shall have the meanings given in in Exhibit B, Statement of Work. Any other capitalized term(s) used elsewhere in the Contract but not defined in in Exhibit B, Statement of Work, shall have the meaning given it in the Exhibit in which it is used.

2 Initial Contract Term

The Initial Contract Term of this Contract for Security Officer Services, Armed and Unarmed will be two (2) years. The Initial Contract Term will begin on December 15, 2014, or the date of the last signature on this Contract.

3 Contract

This document together with the following attached documents sets forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All exhibits are incorporated in their entirety into and form part of the Contract. The Contract has the following exhibits:

- a) Exhibit A: Contract Conditions, (General Contract Conditions, Form PUR 1000 (10/06) and Special Contract Conditions, Attachment 8 for RFP 05-92121500-J)
- b) Exhibit B: Statement of Work, Attachment 1 for RFP 05-92121500-J
- c) Exhibit C: Pricing Sheet, Contractor's Cost Proposal submitted in response to for RFP 05-92121500-J

In the event of conflict, the document and the exhibits shall control. In the event of conflict, this document and the exhibits will be interpreted according to the following order of priority:

- a) This document
- b) Exhibit A: Contract Conditions
- c) Exhibit B: Statement of Work
- d) Exhibit C: Pricing Sheet

4 Statement of Work

The Services to be timely rendered by the Contractor pursuant to this Contract are defined and described in detail in Exhibit B, Statement of Work

5 Contract Notices

Contract notices may be delivered in accordance with section 38, General Contract Conditions, Form PUR 1000 or by email to the contact person identified in section 6.

6 Contract Administration

The following Department employee will serve as the contract administrator and will be primarily responsible for maintaining the Contract administration file:

Michelle MacVicar
Contract Manager, Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Phone: (850) 414-6131
Email: Michelle.MacVicar@dms.myflorida.com

The Department may appoint a different contract administrator, which shall not constitute an amendment to the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the contract administrator.

The following Contractor employee will serve as the contract administrator:

Taylor McDonald
Director, Business Development
AlliedBarton Security Services, LLC
600 W. Hillsboro Blvd., Suite 350, Deerfield Beach, FL 33441
Phone: (954) 415-7419
Email: taylor.mcdonald@alliedbarton.com

7 Amendments

No oral modifications to this Contract are acceptable. All modifications to this Contract must be in writing and signed by both parties. Any future amendments to the Contract that alter the definition of the Services will define the Services in the same format as Exhibit B, Statement of Work.

Notwithstanding the order listed in section 4, amendments executed after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

This Contract is executed upon signature of authorized officers as of the dates signed below:

**State of Florida,
Department of Management Services**

**Contractor
AlliedBarton Security Services, LLC**

Kelley Scott, Chief Procurement Officer and
Director of State Purchasing

Jose Ubieta, Vice-President Operations

Date

Date

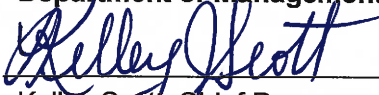
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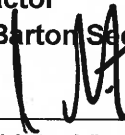


Kelley Scott, Chief Procurement Officer and
Director of State Purchasing

12/15/14

Date

**Contractor
AlliedBarton Security Services, LLC**



Jose Ubieta, Vice-President Operations

12/12/14

Date

EXHIBIT A Contract Conditions

This Exhibit contains the Special Contract Conditions. The General Contract Conditions, Form PUR 1000, are incorporated by reference and may be downloaded and viewed at: <http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf> . If a conflict exists between the Special Contract Conditions and the General Contract Conditions, the Special Contract Conditions shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.

1 Discrimination

In the performance of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, and physical or mental disability. The Contractor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. Any breach of this covenant may be regarded as a material breach of this Contract.

2 Preferred Pricing

The Department will provide the Preferred Pricing Affidavit for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with section 4(b), General Contract Conditions, Form PUR 1000. The Contractor shall submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

3 Scrutinized Company List

The Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to subsection 287.135(3)(b), Florida Statutes, the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

4 Employment Verification (E-Verify)

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees hired by the Contractor to work in the U.S. during the Contract term. Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing

services pursuant to the Contract utilize the E-Verify system to verify the eligibility of all new employees hired by the subcontractor to work in the U.S. during the Contract term.

5 Compliance with Laws

The Contractor shall 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. Chapter 287, Florida Statutes, and Rule 60A, Florida Administrative Code, govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any applicable laws, rules, codes, ordinances or licensing requirements will be grounds for Contract termination.

6 Conflict of Interest

The Contractor shall have no conflict of interest as described in Chapter 112, Florida Statutes. Further, the Contractor shall disclose the name of any State of Florida employee who also, directly or indirectly, has an interest of five percent (5%) or more in the Contractor's firm or any of its subsidiaries. This shall be an ongoing requirement, and failure to comply will subject the Contract to cancellation or reimbursement of all dollars paid under the Contract.

7 Ethical Business Practices

The Contractor shall work in partnership with the Department to ensure a successful and valuable contract, and shall comply with ethical standards required of State employees, Contractors, and all parties representing the Contractor. All work performed under this contract will be subject to review by the Department's Inspector General, and any findings suggesting unethical business practices may be cause for termination or cancellation of the Contract.

8 Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

9 Commitment to Diversity in Government Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and service disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority, women, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé

Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each agency ordering under the terms of this Contract.

10 Price Adjustments

Except as provided in this section, the pricing proposed by the Respondents is for the full term of the contract, including any renewal. Price may be adjusted at the time of each Contract renewal based on the percent change (up or down) of the Employment Cost Index (ECI). Price adjustments correlate with the Non-Seasonally Adjusted, ECI for the Series ID in the table below and as published by the Bureau of Labor Statistics, Department of Labor, Washington, DC 20212. The baseline, in the table below, shall be used for the initial price adjustment compared to the most recently published quarter at the time of renewal. If additional price adjustments are made, the baseline will be adjusted to correspond to the quarter that was used as comparison on the prior price adjustment. These reports are accessible at the following website: <http://www.bls.gov/data/>.

Series Identifier	Industry	Baseline
CIU2010000300000I (B)	Total compensation for Private industry workers in Service occupations, Index	3rd Qtr., 2014

When requesting a price increase, the Contractor shall submit, 60 days prior to the renewal date, a justification in writing to the Contract Manager detailing the reasons for the price adjustment request and demonstrating the calculable change in ECI over the baseline that supports a price adjustment.

The requested adjustment for a price increase shall be the lesser of the percentage change of the ECI or three percent. The Department reserves the exclusive right to accept or reject any request for price adjustment. Price adjustments shall be effective only upon written approval by the Department and shall not be applied retroactively.

The Department reserves the right to request price decreases at any time during the term of the Contract if found to be in the best interest of the State.

11 Electronic Invoice

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MyFloridaMarketPlace (MFMP). Contractor agrees, upon Department's request, to establish electronic invoicing within 90 days of written request. Electronic invoices shall be submitted to the Customer through the Ariba Network in one of three mechanisms as listed below.

11.1 cXML (commerce eXtensible Markup Language)

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the Ariba Network for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for e-Invoicing.

11.2 EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network for catalog and non-catalog goods and services.

11.3 PO Flip via Ariba Network

The online process allows suppliers to submit invoices via the Ariba Network for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their Ariba Network account by simply “flipping” the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor’s trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the Electronic Invoicing upon contract award.

12 Purchasing Card Program

The Contractor must accept universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa), but this is not the exclusive method of payment (e.g., purchase order). The method of ordering and payment (e.g., purchase order, Purchasing Card) shall be selected by the Eligible User.

The State of Florida has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from state agencies by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory but is not the exclusive method of payment. The State reserves the right to change the platform as necessary. The State will not fill out any Contractor forms or contracts in association with the Contractor accepting a purchasing card payment. Contractors are not allowed to charge a fee for accepting a purchasing card payment. Surcharges or convenience fees are prohibited. Fees shall not be charged for using a purchasing card unless the fees are charged for all methods of payment

(cash, check, debit cards, vouchers, etc.), and must be approved by the Eligible User prior to order acceptance.

On-line billing or payment systems maintained by the Contractor will not store the card holder's account number and expiration date for re-use. Card holders will provide the Contractor with card account information at each transaction.

13 Insurance Requirements

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. During the Contract term, the Contractor at its sole expense shall provide Commercial General Liability, Automobile Liability, and Workers Compensation Insurance.

The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.

13.1 Commercial General Liability

The Contractor shall obtain and maintain Commercial General Liability insurance on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability). This insurance will provide coverage for all claims that may arise from the operations completed under this Contract, whether such operations are by the Contractor, sub-contractors, Contractor's agents, or other employees. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida, Department of Management Services and must include the State of Florida as an Additional Named Insured for the entire length of the Contract.

13.2 Workers Compensation Insurance

Contractor shall obtain and maintain workers' compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

In the event any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the Purchaser, for the protection of his employees not otherwise protected. All insurance policies shall be through insurers authorized to write policies in Florida.

13.3 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.

13.4 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

13.5 Certificates of Insurance

Certificates of Insurance shall be in effect within ten (10) calendar days after date of Award through the end of the Contract term. It is the Contractor's responsibility to provide all relevant certificates and endorsements as proof of such insurance or proof of its ability to self-insure, including renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of any insurance to the Department Contract Manager.

NOTE: Certificates of Insurance shall be provided and the Certificate Holder's Name(s) upon the certificates shall be:

Agencies & Other Eligible Users of the State of Florida
C/O: Department of Management Services
Division of State Purchasing,
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

14 Public Records

The Contract shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are confidential or exempt from section 24(a) of Article I of the State Constitution or subsection 119.07(1), Florida Statutes. The Department may unilaterally terminate the contract if the Contractor refuses to allow public access as required in this section.

If, under this contract, the Contractor is providing services and is acting on behalf of the Department, as provided under subsection 119.011(2), Florida Statutes, the Contractor, subject to the terms of paragraph 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

- d) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the Department in a format that is compatible with the information technology systems of the Department.

If Contractor considers any portion of any documents, data, or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, Contractor shall simultaneously provide the Department with a separate redacted copy of the information it claims is confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential". The redacted copy shall only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential or exempt are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requester asserts a right to the confidential or exempt information, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is confidential or exempt from disclosure under Chapter 119, Florida Statutes or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the confidential or exempt information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled "confidential" (unless otherwise prohibited by applicable law. Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential or exempt.

Contractor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Contractor's determination that the redacted portions of its response are confidential, exempt, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is confidential or exempt, the Department is authorized to produce all documents, data, or records submitted to the Department in answer to a public records request for these records.

15 Intellectual Property

The parties do not anticipate that any intellectual property will be developed as a result of this contract. In the event that intellectual property is generated under this contract, it shall belong to and be the sole property of the State of Florida. This provision will survive the termination or expiration of the Contract.

16 Contractor's Information

Contractor's information is located on the Department's website. This information shall include, but not be limited to, the Contractor's Organization Information, the Contractor's Representative Information, the Contractor's Remit-To Information, and a list of Department maintained instructions to assist Eligible Users in establishing services under the Contract.

It is the Contractor's responsibility to notify the Department Contract Manager of any changes to the information contained in the Contractor's information. **The Contractor shall notify the Department Contract Manager of any changes to the Contractor's Information in writing (email is acceptable) within five business days prior to the effective date of the proposed change.** The Department may accept or reject any proposed change within five business days of receipt of requested change. Acceptance of any requested changes shall not be unreasonably withheld. The Department may amend the Contractor's Information as it deems is in the best interest of the State and / or will best assist Eligible Users.

The Contractor shall ensure that all information contained in the changes to the Contractor's Information have been appropriately updated within their MFMP Vendor Registration.

<https://vendor.myfloridamarketplace.com/>

17 Use of Subcontractors

The Contractor shall not delegate any of its duties or responsibilities under this Contract or Service Level Agreements (SLA's) to any subcontractor without prior written consent of the Department, which shall not be reasonably withheld.

18 Contractor Personnel

18.1 Contractor Personnel and Third Parties

Neither the Department nor the Contractor shall be deemed a joint employer of the other's employees, and each party will be responsible for any and all claims by its employees. Neither employees of the Department nor the Contractor shall be deemed "leased" employees of the other for any purpose.

During the term of this Contract, the Contractor shall not knowingly employ, subcontract with, or sub-grant to any person, including any non-governmental entity in which such person has any employment or other material interest as defined by subsection 112.312(15), Florida Statutes, who is employed by the State or who has participated in the performance or procurement of this Contract, except as provided in section 112.3185, Florida Statutes.

The Contractor shall take all actions necessary to ensure that the Contractor's employees, subcontractors, providers and other agents are not employees of the State.

Such actions include, but are not limited to, ensuring that the Contractor's employees, subcontractors, providers, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

- a) All persons assigned by the Contractor under this Contract shall be fully qualified to perform the work assigned to them, and shall be either:
 - i. Employees of the Contractor;
 - ii. Employees of its majority-owned (directly or indirectly, at any tier) subsidiaries;
 - iii. Employees of an approved subcontractor.
- b) Independent contractors engaged by the Contractor solely to augment and fulfill a staff role with the Contractor are considered to be employees of the Contractor.
- c) The Contractor shall include a similar provision in any subcontract entered into with a Subcontractor.
- d) The Contractor's employees, subcontractors, and any other personnel furnished by the Contractor to perform the Services shall adhere to all terms of this Contract and in particular, the confidentiality and security requirements in Exhibit B, Statement of Work.
- e) The Contractor is responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by the Contractor to perform the Services.

18.2 Unsatisfactory Personnel

During the course of the contract, if the Department or Eligible User determines that certain Contractor personnel are unable or fail to perform their duties in a competent and professional manner, the Department or Eligible User shall notify the Contractor in writing of its determination. The Department or Eligible User reserves the right to require removal of personnel deemed to be unsuitable or unsatisfactory for any reason. The Contractor shall assign acceptable replacement personnel within 3 Business Days.

18.3 Personnel Screening & Adverse Incidents

As part of licensure requirements, Security Officers undergo a Level II, background screening. An Eligible User may require additional background or other types of screening. All costs or fees associated with the screening shall be at the sole cost of the Eligible User. In no event shall the Contractor make available to the Eligible User, without prior written consent, any Security Officer who has been convicted of a felony. All Security Officers receiving court ordered restraining orders or law enforcement trespass warnings shall not have access to the Eligible User facility, building or premises. During the term of the contract, the Contractor shall notify the Department and applicable Eligible User, within 3 days of knowledge of any arrests, restraining orders, or trespass warnings issued to the Contractor's Security Officers to the extent permissible under the Contract or law.

19 Contract Start-Up & Close-Out

19.1 Contract Start-Up

Security Services are critical to ensuring the safety of state employees, equipment, and property. At a minimum, the Contractor must perform the following activities as a part of startup under the Contract:

- a) The Contractor shall create and maintain a contract start-up plan that describes the Contractor's process for establishing services with Eligible Users. The Contractor shall submit the contract start-up plan to the Department Contract Manager no later than 30 days after Contract award.
- b) The Contractor shall submit proof of insurance and any other required documents no later than 30 days after Contract award.
- c) The Contractor shall complete SLA's with all Eligible Users who desire to use Security Officer Services no later than 30 days after Contract execution or initial request by an Eligible User.
- d) The Contractor shall work with the outgoing contractor, if any, to facilitate a smooth transition of Security Services.
- e) The Contractor shall immediately notify the Department's Contract Manager of any problems during start-up.

19.2 Contract Close-Out

When service under this contract ends and service commences under a new contract with a new vendor, the Contractor shall work with the Department, Eligible Users, and the new vendor providing services. The Contractor shall be required to support an orderly transition to the next contractor no later than the expiration or early termination of this Contract and shall support the requirements for transition as specified in a Department-approved Close-Out Plan. The Contractor shall provide consultation to Eligible Users on the time and resources needed to support transition, identifying, at a minimum, a transition manager, the process for adjusting levels of service as required, and data and property transfer.

20 Service Level Agreements

The Contractor shall receive a Purchase Order from each Eligible User which shall include an SLA. Each SLA must describe the specific Security Services required by the Eligible User, as well as any unique requirements for service or management regarding the operation and provision of those Security Services by the Contractor.

Eligible Users may have one or more SLA's depending on how their organization is structured. Eligible User requirements for Security Services may change over the course of the contract. As this occurs, the Eligible User and the Contractor shall update the SLA to reflect any changes. The Contract issued by the Department shall remain the master agreement allowing for each Eligible User to initiate its own SLA. The Contractor shall comply with the Security Service requirements in Eligible User's SLA.

21 Compensation and Pricing

Each Eligible User's Purchase Order must fully detail the compensation for Security Officers, as well as any potential compensation for Ancillary Services requested by the Eligible User in the SLA regarding the operation and provision of those Security Services by the Contractor.

Pricing for Security Services on any resulting SLA will be based on ceiling rates specified in Exhibit C, Pricing Sheet. Eligible Users may negotiate lower rates than those presented in Exhibit C, Pricing Sheet.

22 Detail of Invoices

Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit. The Department and Eligible User reserve the right to request additional documentation.

The Contractor shall establish separate accounts with each Eligible User and shall invoice them directly on a monthly basis or more frequently if requested by the Eligible User. Invoices shall be provided in accordance with the Eligible User's requirements and, at a minimum, include the following details: State Term Contract Number, invoice date, invoice number, an itemization of charges, and additional items as specified by the Eligible User.

23 Disputed Invoices

If the Eligible User reasonably and in good faith disputes that any portion of any amount claimed by Contractor is payable or has been erroneously paid, then the Eligible User will timely pay any undisputed portion of the amount and will provide Contractor with written notice specifying the disputed amount and the basis for the dispute in reasonable detail. Upon resolution of the disputed portion, any amounts owed to Contractor shall be paid in accordance with section 215.422, Florida Statutes.

24 Payment Processing

Section 215.422, Florida Statutes, provides that Agencies have five business days to inspect and approve goods and services, unless specified otherwise in this contract. If payment is not available within forty business days, measured from the latter of the date the invoice is received, or the services are received, inspected and approved, an interest penalty will be due at a rate as established pursuant to subsection 55.03(1), Florida Statutes, on the unpaid balance from the expiration of such forty calendar day period until such time as the warrant is issued to the Contractor. Invoices returned to the Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Agency. Processing times for other Eligible Users may vary.

25 Financial Consequences

In accordance with subsection 287.058(1)(h), Florida Statutes, the Eligible Users must apply financial consequences if the Contractor fails to perform in accordance with the Contract and resulting SLA's. Service Level Agreements will include financial consequences for non-performance.

26 Events of Default

26.1 Contractor Events of Default

Any one or more of the following events shall, after the required notice(s) and opportunity to cure, constitute an “Event of Default” on the part of Contractor. The following list is not all-inclusive.

26.2 Payment

The failure of Contractor to pay any sum of money required by the Eligible User or Department within ten business days after receipt of written notice from the Department or Eligible User that the sum is due will constitute a breach of contract and may result in termination of the Contract or the SLA by the Department or the Eligible User.

26.3 Performance

Any non-performance provided by the Contractor, which is not cured within a specified period after receipt of written notice thereof by the State shall constitute a default. At the State’s exclusive discretion, the period of time afforded for cure may be extended so long as Contractor institutes satisfactory performance and thereafter diligently and continuously pursues satisfactory performance.

26.4 State Remedies

Upon the occurrence of an “Event of Default” on the part of the Contractor, the State is entitled to remedies as stated in Rule 60A-1.006, without limitation as to the State’s pursuit of any other remedies at law or in equity.

26.5 State Event of Default

The State’s failure to perform or delay in performing any of the its responsibilities under this Contract will not constitute grounds for termination of the Contract or a SLA by the Contractor except for a failure by the State to timely pay amounts due and owing after a reasonable time to cure.

27 Performance Bond

Contractor shall provide a performance bond if required by the Eligible User as stated in the SLA. The performance bond shall be issued by a bonding company acceptable to the Eligible User for the amount specified in the SLA and shall be payable to the Eligible User.

28 Department Reports

28.1 Transaction Fees and Fee Reporting

The Contractor is required to submit monthly Transaction Fee Reports in electronic format. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Contractor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace

website located at <http://dms.myflorida.com/mfmp>. Assistance is also available with the Transaction Fee Reporting System from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

Failure to provide required reports, including no sales, within the specified timeframes may result in the Contractor being considered in default and may constitute termination of the Contract by the Department.

28.2 Quarterly Reports

The Contractor shall submit a Quarterly Report, 30 days after the end of each quarter (quarters end on September 30th, December 31st, March 31st, June 30th) to the Department Contract Manager.

28.2.1 Service Reports

The Quarterly Service Report shall be detailed by each Eligible User and a summary report of the details for the contract as a whole. The format of the report and level of detail shall be mutually agreed upon by the Contractor and the Department Contract Manager and shall include, at a minimum, the following:

- a) Contractor's name
- b) Reporting period
- c) Eligible User's Name
- d) Description of services provided for each Eligible User per quarter
- e) Total dollar value of services provided per quarter

28.2.2 Minority Business Report

The Contractor shall include with each quarterly report for the term of the contract, the total spend with certified and other minority business enterprises in association with this Contract. Reports must include the period covered, the name, minority code and federal employer identification number of each minority contractor utilized during the period, amount paid to each minority contractor on behalf of each Eligible User ordering under the terms of this contract.

28.3 Annual Service Report

The Contractor shall submit an Annual Report on or before July 31st each year, for the term of the contract, to the Department Contract Manager. Reports shall be detailed by each Eligible User and also include a summary of the details for the State as a whole. The format of the report and level of detail shall be mutually agreed upon by the Contractor and the Department and shall include at a minimum the following:

- a) Contractor's name
- b) Reporting period
- c) Services Provided
- d) Total annual dollar value of services

Upon reasonable notice to the Contractor, the Department reserves the right to adjust and revise the fields and information collected in the Annual Service Report at any time during the Contract.

28.4 Additional Reports

The Contractor shall provide additional ad hoc reports as requested by the Department Contract Manager. These reports shall be provided within three business days of written request unless another deadline is agreed to by Contractor and Department Contract Manager.

28.5 Eligible User Reports

The Contractor shall provide reports to Eligible Users as required in their SLA. The reporting frequency and detail shall be determined by the Eligible User, and in a format mutually agreed upon between the Contractor and Eligible User. All documentation supporting the Eligible User report shall be maintained by the Contractor and provided to the Eligible User upon request.

29 Confidentiality

The Contractor may receive information and documents that contain confidential or sensitive information. The Contractor shall ensure the confidentiality and security of client data, files, and records in accordance with section 33, General Contract Conditions, Form PUR 1000, and in compliance with all state and federal laws. The Contractor shall not use or disclose any information concerning a recipient of services by an Eligible User for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

EXHIBIT B Statement of Work

1 Statement of Work Overview

The Contractor shall provide all labor, supervision, material and equipment necessary to perform Security Services. The Contractor shall ensure Security Services are performed in accordance with this Contract and Eligible Users' SLAs (section 3).

Security Officers shall:

- a) Be properly licensed and trained in accordance with Chapter 493, Part III, Florida Statutes.
- b) Maintain a professional appearance and demeanor.
- c) Act in accordance with the rules of the Contractor, the Department, and those of the Eligible Users.

2 Definitions

Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, Form PUR 1000, and Form PUR 1001 are incorporated by reference, and apply to this contract.

- 2.1** Ancillary Services – Security Services that may be provided to Eligible Users in addition to Security Officers. Ancillary services may include vehicles, K-9's, emergency responses, or video or audio surveillance.
- 2.2** Business Days - Monday through Friday, 8am to 5pm, not including paid state holidays listed in subsection 110.117(1), Florida Statutes.
- 2.3** Eligible Users – all governmental agencies, as defined in section 163.3164, Florida Statutes, which have a physical presence within the State of Florida and any independent, nonprofit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools (Rule 60A-1.005, Florida Administrative Code).
- 2.4** Security Officer - a person licensed to provide Security Services in accordance with Chapter 493, Part III, Florida Statutes.
- 2.5** Security Services – the enforcement of rules, regulations or procedures adopted by Eligible Users to ensure prompt action is taken to prevent or minimize losses, accidents, fires, property damage, safety hazards, or security incidents.
- 2.6** Service Level Agreement (SLA) - A document executed by an Eligible User and the Contractor that details the work activities, deliverables, expectations, timelines, and financial consequences for non-performance that a Contractor shall provide to the Eligible User.

3 Service Level Agreements

- 3.1** The Contractor shall discuss with the Eligible User the Security Services requested and perform an on-site assessment, if necessary, in order to determine the most cost effective combination of Security Officers and Ancillary Services.
- 3.2** The Contractor is required to enter into a SLA with each Eligible User prior to providing any Security Services for the Eligible User.
- 3.3** Each Eligible User's SLA shall describe the specific Security Services required and the Contractor shall comply with all terms and conditions as stated in the SLA.
- 3.4** The Contractor shall ensure, prior to executing a SLA, that the following provisions are included:
- a) Scope of work
 - b) Billing and remittance instructions
 - c) Contact information, including primary and secondary Emergency Call Procedures
- 3.5** All SLA changes, modifications, deletions, or additions shall be in writing and must be mutually agreed upon by the Contractor and Eligible User prior to any such change, modification, deletion, or addition taking effect.
- 3.6** Upon termination of any SLA, the Contractor shall cooperate with the Eligible User in transferring all documents, books, records, and other property of the Eligible User in the Contractor's possession or control, as may be reasonably requested by the Eligible User, to the Eligible User or such party as the Eligible User may designate in writing.

4 Customer Service

- 4.1** The Contractor is to provide Eligible Users with contact information for the Contractor's primary and secondary points of contact. This information shall include:
- a) Name
 - b) Title
 - c) Email address
 - d) Office Telephone number(s)
 - e) Cellular Telephone number(s)
- 4.2** The Contractor shall maintain a 24/7 call service so that Eligible Users may order Security Services, report any failures, insufficiencies, or other concerns in the delivery of Security Services.
- 4.3** The Contractor shall respond within one hour to an Eligible User's report of failures, insufficiencies, or other concerns in the delivery of Security Services.
- 4.4** The Contractor shall promptly resolve all contractual and Eligible User concerns, issues, or complaints to the satisfaction of the Eligible User and the Department.

4.5 The Contractor shall notify the Eligible User immediately if it believes it cannot meet the level of service required in the SLA and shall provide remedies and alternatives.

5 Licensing Requirements

5.1 The Contractor shall ensure that its company and employees are licensed in accordance with Chapter 493, Florida Statutes, to perform Security Services. The Contractor shall provide copies of licenses and certificates to the Department or Eligible User, upon request.

5.2 The Contractor may be subject to termination if unlicensed employees perform services under this Contract to any Eligible User.

6 Key Personnel

The Contractor shall provide to the Department's Contract Manager and Eligible Users a list of key personnel, including a Contract Administrator and a Financial Administrator. The key personnel shall be knowledgeable of Contract requirements and responsible for handling and performing services specified in the Contract and Eligible User's SLA.

The Contractor, with reasonable discretion, may make substitutions of key personnel. Replacements may be made as long as the substituted personnel are equally qualified and skilled to accomplish the tasks and services required. The Contractor shall provide written notice, within five calendar days, of any change in key personnel to the Department's Contract Manager.

6.1 Contract Administrator

The Contract Administrator shall work with the Department's Contract Manager to manage the State account, which includes handling questions and resolving issues. The Contract Administrator is responsible for addressing broad Contract issues and requests brought to it by the Department or an Eligible User. The Contract Administrator must have the authority, knowledge, and ability to address and correct issues related to the implementation and operation of the Contract.

6.2 Financial Administrator

The Financial Administrator shall work with Eligible Users to address billing or accounting issues.

7 Operational Hours

7.1 The Contractor's administrative offices shall be open on Business Days, as defined by section 2.2.

7.2 Security Services may vary based on each Eligible User's service needs. Length of service may vary as well as hours, which may range from one hour up to 24 hours per day. Service length and hours may include, but are not limited to, the following:

- a) Long term commitment – One or more years
- b) Short term commitment – Less than one year
- c) Full time – 35 to 40 man-hours per week
- d) Part time – 34 man-hours per week or less
- e) Occasional – days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.

7.3 Security Officers may not incur overtime unless authorized to do so by an Eligible User in writing prior to the provision of overtime services.

8 Position Descriptions

8.1 Security Officer Level I – An unarmed individual with a Class D license.

8.2 Security Officer Level II – An unarmed individual with a Class D license. A minimum of two years' experience either as a Class D licensed Security Officer or in the military or law enforcement.

8.3 Security Officer Level III – An armed individual with Class D and Class G licenses. A minimum of two years' experience either as Class D licensed Security Officer or in the military or law enforcement.

8.4 Security Officer Level IV – An armed individual with Class D and Class G licenses. A minimum of five years experience as a Class D licensed Security Officer and two years' experience as a Class G licensed Security Officer or five years' in the military or law enforcement.

8.5 Security Officer Level V – An armed or unarmed individual with Class D and Class G licenses. A minimum of five years' experience either as a licensed Class G Security Officer or in the military or law enforcement. The individual shall have the ability to supervise, monitor, and regulate Security Officers with Class D and Class G licenses in their performance of assigned duties. This level of Security Officer may be a site-supervisor when an Eligible User requires multiple Security Officers present at the same time to coordinate Security Service efforts.

8.6 Security Officer Level VI – An armed or unarmed individual with Class D and Class G licenses. A minimum of ten years' experience either as a licensed Class G Security Officer or in the military or law enforcement. The individual shall have the ability to supervise, monitor, and regulate Security Officers with Class D and Class G licenses in their performance of assigned duties. This level of Security Officer may be a project manager when an Eligible User requires multiple site-supervisors for large or complex sites to coordinate Security Service efforts.

9 Minimum Hiring Standards

The Contractor shall ensure that Security Officers meet or exceed minimum hiring standards set forth below before assignment to an Eligible User. The Department or Eligible User reserves

the right to reject any employee that it deems unqualified.

Security Officers shall:

- 9.1** Possess a valid Florida driver's license or valid state identification card.
- 9.2** Pass a drug test upon hire.
- 9.3** Be able to read, write, and understand English. Some Eligible Users may require bi-lingual Security Officers.
- 9.4** Be physically able to perform job-related tasks including, but not limited to, quickly ascending and descending multiple flights of stairs and lifting a minimum of 25 pounds.
- 9.5** Maintain a neat, clean, and well-groomed appearance while providing services.
- 9.6** Have effective report writing skills.
- 9.7** Pass the Florida Department of Law Enforcement (FDLE) criminal background investigation and fingerprint check, if required by an Eligible User.

10 Uniforms and Equipment

- 10.1** The Eligible User may furnish, without cost to the Contractor, materials, equipment, and space in connection with the Contractor's performance of Security Services. Such materials, equipment and space shall be detailed in the Eligible User's SLA.
- 10.2** Uniforms - Security Officers providing services under this Contract to Eligible Users shall report to work in uniforms provided by the Contractor. All Security Officers shall be appropriately uniformed in accordance with section 493.6305, Florida Statutes. The uniform must clearly identify the employee as a Security Officer 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.
- 10.3** If Eligible Users require an un-uniformed Security Officer, the name badge requirement may be waived for those Security Officers.
- 10.4** Security Officers shall be equipped with redundant (i.e. cell phone and radio) communication equipment to be able to communicate with their supervisor, their home office, 911, the local police, and the Eligible User's representative/contract manager.
- 10.5** Keys or access cards may be issued to Security Officers by Eligible Users for specific sites. The Contractor is responsible for securing and maintaining the keys or access cards. Eligible Users will replace lost keys or access cards at the Contractor's expense.
- 10.6** Security vehicles requested by Eligible Users are to be owned or leased, licensed, and insured by the Contractor. Vehicles used by the Contractor shall display the company's name and telephone number and shall be kept clean and well maintained at all times.

10.7 The Contractor assumes full responsibility for all equipment issued by the State for performance of the services specified in the Eligible User's SLA. The Contractor shall reimburse the Eligible User, at current market rates, for all equipment lost, damaged, stolen, or otherwise unavailable due to fault of the Contractor or Contractor's subcontractors, agents, or employees. Upon termination of the Contract or any SLA, all equipment shall be returned to the Eligible User in good operating condition, less reasonable wear and tear.

11 Training

11.1 The Contractor shall ensure that Security Officers receive ongoing training to maintain licensure in accordance with Chapter 493, Part III, Florida Statutes.

11.2 Training to maintain licensure is not the financial responsibility of the Department or Eligible User.

11.3 An Eligible User may require specialized training for Security Officers that is not specified in this contract. Specialized Security Officer training that is required by an Eligible User must be specified in the SLA. Eligible Users shall cover the cost of specialized training and the hourly rate for the Security Officers attending the training.

12 Security Services

12.1 The Contractor shall administer the Eligible User's site security procedures and post orders.

12.2 The Contractor shall provide supervision of Security Officers, as required by the Eligible User's SLA.

12.3 The Contractor shall ensure that current, applicable security licenses, and driver's licenses or state identification cards are kept on the Security Officer's person while he/she is on duty.

12.4 The Contractor shall ensure that Security Officers providing services under this Contract and Eligible Users' SLAs maintain appropriate discipline, appearance, professional demeanor, integrity, and attention to duty.

12.5 The Contractor shall ensure that Security Officers perform all services in accordance with oral or written instructions provided by the Eligible User.

12.6 The Contractor shall ensure that Security Officers contact the Eligible User for guidance if situations arise that Security Officers cannot handle.

13 Ancillary Services

The Contractor may provide Ancillary Services in addition to Security Officers. Ancillary Services must support the Eligible User's Security Services. Such services shall be detailed in the Eligible User's SLA and may include the following:

- 13.1** Vehicles – Equipment used in conjunction with providing Security Services. The type of vehicles may vary depending on the location where services are provided.
- 13.2** Emergency Response Security Officers – These are licensed Security Officers who provide services when an Executive Order has been issued by a governmental entity. These Emergency Response Security Officers shall have training in first response. They may be required to work irregular hours, to work more than 8 hours per day, to work extended periods (including weekends and holidays), to work at locations other than their official headquarters, and in adverse conditions. Travel expenses for the Emergency Response Security Officers shall be on a cost reimbursement basis, in accordance with section 112.061, Florida Statutes.
- 13.3** K-9 Services - specialty trained dog to assist a Security Officer in guarding against, and watching for, unwanted or unexpected people.
- 13.4** Audio and video surveillance (interactive - remote) – The use of cameras and microphones to assist in protecting people and property from a remote location.
- 13.5** Bicycle - Equipment used in conjunction with providing Security Services, most commonly in the form of a mountain bicycle. The type of bicycle may vary depending on the location where services are provided.

14 Performance and Inspections

The Contractor shall monitor the quality of Security Services by performing scheduled and unscheduled on-site inspections. The Contractor shall confer with Eligible Users regarding deficiencies in the delivery of services, including review of incident reports, and discussion of improvement of services and safety procedures, and potential cost savings. The Contractor shall remove and replace any unsatisfactory Security Officers.