



**Amendment 2 - Contract Renewal
STC Number 92121500-14-01
Security Officer Services**

This Amendment (“Amendment”) to Contract Number 92121500-14-01 (“Contract”) which was entered into and became effective on December 15, 2014, is between the State of Florida, Department of Management Services (“Department”) and Allied Universal Security Services (“Contractor”). The Department and Contractor are collectively referred to herein as the “Parties.” All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein. The Parties agree as follows:

1.0 CONTRACT RENEWAL

The Department exercises its renewal option for a three-year period under the same terms and conditions, except as amended below, pursuant to section 26, General Contract Conditions, Form PUR 1000, Exhibit A, and section 287.057(13), Florida Statutes. The new Contract expiration date shall be December 15, 2019.

2.0 PERSONNEL SCREENING & ADVERSE INCIDENTS

Section 18.3, Personnel Screening & Adverse Incidents, Exhibit A is amended to add the following:

The Contractor shall submit reports to the Department in accordance with amended section 28, Department Reports, Exhibit A regarding its security officers’ services under this Contract, background screenings, other types of screenings, and incidents.

3.0 REPORTS

Section 28, Department Reports, Exhibit A is amended to add the following subsections:

28.6 Personnel Report

Within 60 days of execution of this Amendment 1, the Contractor shall submit to the Department a report listing all security officers employed by the Contractor providing services directly or indirectly under this Contract. The report must state the security officers’ hire date; date assigned to the Contract, security officer level (see paragraph 8, Exhibit B); Level II background screening information, including date requested, date completed, and whether negative information was identified; licensure information including license number, date issued, and expiration; and assignment data, including the customer supported and authorizing purchase order. The Contractor shall submit updates, corrections, deletions and additions to the report on a quarterly basis.

28.7 Arrests, Restraining Orders or Trespass Warnings Incident Report

The Contractor shall submit to the Department a [monthly, quarterly?] report listing arrests, restraining orders, or trespass warnings issued [during the previous month/quarter?] to security officers assigned to the contract. The summary report must state the security officer’s name, date of incident, date the incident was reported to the Contractor, and to whom the report was made.



**Amendment 2 - Contract Renewal
STC Number 92121500-14-01
Security Officer Services**

4.0 COOPERATION WITH INSPECTOR GENERAL

Exhibit A, Contract Conditions, is amended to add new section 30, as follows:

Section 30. Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their 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 type of 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 five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. 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.

5.0 TRANSACTION FEES

Exhibit A, Contract Conditions, is amended to add new section 31, as follows:

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. 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, Florida Administrative Code, 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.



**Amendment 2 - Contract Renewal
STC Number 92121500-14-01
Security Officer Services**

6.0 PUBLIC RECORDS

Section 14, Public Records, Exhibit A, is replaced in its entirety with the following:

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 CONTRACT MANAGER.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing 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 exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701, 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, 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 requirements are not disclosed except as authorized by law for the duration of the contract term and following 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 in a format that is compatible with the information technology systems of the public agency.

7.0 CONFLICT

To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. All other terms of the Contract remain in full force.



**Amendment 2 - Contract Renewal
STC Number 92121500-14-01
Security Officer Services**

8.00 WARRANTY OF AUTHORITY

Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**State of Florida
Inc.
Department of Management Services**

Allied Universal Security Services

By: _____

By:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date:



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

**Amendment 2 - Contract Renewal
STC Number 92121500-14-01
Security Officer Services**

8.0 CONFLICT

To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. All other terms of the Contract remain in full force.

9.0 WARRANTY OF AUTHORITY

Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**State of Florida
Department of Management Services**

By: Debra Forbes

Name: Debra Forbes

Title: Director of Finance Admin

Date: 12/9/16

Allied Universal Security Services Inc.

By: Andrew Daniels

Name: Andrew Daniels

Title: Vice President

Date: 12/9/2016