



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 **Veterans Security Corps of America, Inc.** (Contractor), collectively referred to herein as the “Parties.”

The Contractor was awarded to provide Security Guard Services in the following Region(s): Regions 4, 6, 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

Contractor's Contract Manager:

Dean E. Young
Veterans Security Corps of America, Inc.
1220 High Road
Tallahassee, FL 32304
Telephone: (254) 227-7546
Email: DYoung@strategic-sg.com

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

**CONTRACTOR
Veterans Security Corps
of America, Inc.**

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

**Tami Fillyaw
Chief of Staff**

Date:

Date:

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**CONTRACTOR
Veterans Security Corps
of America, Inc.**



3/4/2020
Date: _____

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

DocuSigned by:


**Tami Killyaw
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 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. 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:

Performance Metric	Description	Period Covered	Financial Consequences for Non-Performance; Per Occurrence
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/>.

Series ID	Product
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.

4.5.2 Diversity Reporting.

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

4.6 RESPECT.

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

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

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

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

4.7 PRIDE.

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

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

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

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

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

5.2 Dispute Resolution, Governing Law, and Venue.

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

5.3 Department of State Registration.

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

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

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

5.5 Scrutinized Companies - Termination by the Department.

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

5.6 Cooperation with Inspector General and Records Retention.

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

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

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

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

6.2 Assignment.

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

6.3 Independent Contractor.

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

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

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

6.4.2 Rejected Commodities.

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

6.5 Safety Standards.

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

6.6 Ombudsman.

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

6.7 Time is of the Essence.

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

6.8 Waiver.

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

6.9 Modification and Severability.

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

6.10 Cooperative Purchasing.

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

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

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

7.2 General Liability Insurance.

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

7.3 Florida Authorized Insurers.

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

7.4 Performance Bond.

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

7.5 Indemnification.

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

7.6 Limitation of Liability.

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

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

8.1 Public Records.

8.1.1 Termination of Contract.

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

8.1.2 Statutory Notice.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

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

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

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

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

8.2.2 Public Records Requests.

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

8.2.3 Indemnification Related to Confidentiality of Materials.

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

8.3 Document Management.

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

8.4 Intellectual Property.

8.4.1 Ownership.

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

8.4.2 Patentable Inventions or Discoveries.

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

8.4.3 Copyrightable Works.

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

SECTION 9. DATA SECURITY.

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

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

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

10.2 Lobbying.

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

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

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

10.3.2 Use of Customer Statements.

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

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

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

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

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

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

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

11.3 Performance Delay.

11.3.1 Notification.

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

11.3.2 Liquidated Damages.

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

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

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

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

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

12.2 Payment Audit.

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

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

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

13.2 E-Verify.

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

13.3 Disqualifying Offenses.

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

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

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

13.4 Confidentiality.

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

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

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



Security Guard Services

Request for Proposals, No. 92121500-19-A

Addendum No. 6 – RFP Timeline Revision

Contained herein are revisions to the RFP Timeline. The Department hereby amends RFP No. 92121500-19-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. The information included in this addendum is now made part of this RFP No. 92121500-19-A solicitation. Please Note: This Addendum No. 6 does not need to be returned with a vendor's proposal.

1. RFP NO. 92121500-19-A is hereby amended as follows:

Timeline of Events

The table below contains the Timeline of Events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and noticed on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Timeline of Events		
Events	Event Time	Event Date
Solicitation posted on the VBS and in MFMP Sourcing		September 30, 2019
Deadline to submit questions in MFMP Sourcing	2:00 P.M.	October 8, 2019
Department's anticipated posting of answers		November 19, 2019
Deadline to submit Proposal and all required documents in MFMP Sourcing	2:00 P.M.	December 3, 2019
Public Opening 4050 Esplanade, Suite 380K Tallahassee, FL 32399-0950	2:01 P.M.	December 3, 2019
Anticipated period of formal evaluations conducted		December 16, 2019 – January 13, 2020
Anticipated date to post Notice of Intent to Award		February 4, 2020 February 10, 2020
Anticipated Contract start date		March 3, 2020

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.



Security Guard Services

Request for Proposals, No. 92121500-19-A

Addendum No. 5 – RFP Timeline Revision

Contained herein are revisions to the RFP Timeline. The Department hereby amends RFP No. 92121500-19-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. The information included in this addendum is now made part of this RFP No. 92121500-19-A solicitation. Please Note: This Addendum No. 5 does not need to be returned with a vendor's proposal.

1. RFP NO. 92121500-19-A is hereby amended as follows:

Timeline of Events

The table below contains the Timeline of Events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and noticed on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Timeline of Events		
Events	Event Time	Event Date
Solicitation posted on the VBS and in MFMP Sourcing		September 30, 2019
Deadline to submit questions in MFMP Sourcing	2:00 P.M.	October 8, 2019
Department's anticipated posting of answers		November 19, 2019
Deadline to submit Proposal and all required documents in MFMP Sourcing	2:00 P.M.	December 3, 2019
Public Opening 4050 Esplanade, Suite 380K Tallahassee, FL 32399-0950	2:01 P.M.	December 3, 2019
Anticipated period of formal evaluations conducted		December 16, 2019 – January 13, 2020
Anticipated date to post Notice of Intent to Award		January 28, 2020 February 4, 2020
Anticipated Contract start date		March 3, 2020

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.



Security Guard Services

Request for Proposals, No. 92121500-19-A

**Addendum No. 4 – RFP Revisions and Questions and
Answers**

Contained herein are revisions to the RFP, attachments, and answers to the questions timely submitted to the Department of Management Services (Department). The Department hereby amends RFP No. 92121500-19-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. In the event of a conflict between information contained in RFP No. 92121500-19-A previously released on the Vendor Bid System on September 30, 2019, and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this RFP No. 92121500-19-A solicitation. Please Note: This Addendum No. 4 does not need to be returned with a Respondent's proposal.

1. RFP No. 92121500-19-A, Section 6. Basis of Award, first paragraph is hereby amended as follows:

a. 6. Basis of Award

Contract(s) will be awarded to the responsible and responsive Vendor(s) per region that are determined to be the most advantageous to the state with the highest total final score **for a region**. The highest total final score will be determined by combining the average of the evaluator technical scores and the cost proposal score **for a region**. The Department reserves the right to issue multiple awards in a region to Respondents whose total final score is within 20% of the highest total final score for that region. The Department will consider the total cost for each year of the Contract, including initial and renewal years as submitted by the Respondent.

2. Attachment C - Scope of Work (SOW) is hereby amended as follows:

a. Subsection 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 **week workweek** of Security Guard Services provided to a Customer

Part-Time: 1 to 34 hours per **week 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.

b. Subsection 4.3

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

c. Subsection 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 **new armed 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.

d. Section 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.**

e. Subsection 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.**

f. Subsection 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.

g. Subsection 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.

h. Subsection 7.9.16

Where applicable, ensure availability **of non-emergency Occasional Security Guards Levels I – VI** as required for ~~special events and~~ 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.**

- i. Subsection 7.9.17.
On-site Security Guards must be capable of responding to any on-site call received within five (5) minutes.

- j. Subsection 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. **This redundant communication equipment may include, but is not limited to:**
 - Stationary Telephone**
 - Cellular telephone with long distance calling capabilities**
 - Two-Way Radio**
 - Fax Machine**

- k. Subsection 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) **and experienced individual with strong subject matter expertise.** All training will be at the sole cost and expense of the Contractor, unless stipulated otherwise in the Customer's SLA. The Training Coordinator is responsible for the following:
 - l. Subsection 16.5
The Contractor shall provide coverage of additional shifts or special requests as approved by the Customer **pursuant to this Section 5 at standard 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.**

- m. Section 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 duly qualified** off-duty Florida law enforcement officer to cover the shift at no additional cost to the Customer. An off-duty Florida law enforcement officer will provide services wearing a law enforcement issued uniform.

No.	Question	Answer
1.	What companies are currently vendors for these services outlined in RFP 92121500-19-A and what are their billing rates for "full time", "part time", and "occasional" for all regions?	<p>Current Contractors for the Security Officers contract are:</p> <ol style="list-style-type: none"> 1. Allied Universal Security Services 2. Dynamic Security, Inc. 3. G4S Secure Solutions (USA) Inc. 4. U.S. Security Associates, Inc. <p>Current Contractor rates can be found on the Security Officer Services state term contract website: Security Officer Services - Pricing.</p>
2.	Is there a set- aside to this RFP?	No. Reference RFP sub-section 3.2 Commitment to Diversity in Government Contracting.
3.	Attachment E - Should a respondent submit his prices to all regions, or can provide pricing for specific districts of his choice?	The Respondent may respond to one or more region(s). The Respondent is not required to respond to all regions. Reference RFP sub-section 6.2 Cost Proposal and Attachment H – Price Sheet instructions. The Department will not consider or evaluate a proposal for any region(s) that fails to provide pricing for all security guard positions, service lengths, and hours within in a region for both the Initial Term and Renewal Term.
4.	RFP file- section 3.2 - Is there a preferred score for a woman-, veteran-, and minority-owned business enterprises? If yes, is any action need to be taken?	See answer to Question 2.
5.	RFP file- section 4.3.1- 4.4 - Can the attachments be submitted as one file (as part of the main respondent proposal), or alternatively will the respondent will be given the option to upload each attachment separately when uploading the files?	Respondents should upload each attachment separately in MyFloridaMarketPlace Sourcing.
6.	Attachment F- what "VENDOR FEID MFMP LOCATION SEQUENCE NO" stands for? Where can I see the number associated with my company vendor account?	Vendor FEID MFMP Location Sequence No. stands for Vendor Federal Employer Identification Number MyFloridaMarketPlace Location Sequence Number. Vendors can see their MyFloridaMarketPlace Location Sequence Number on the location section of their Vendor Information Portal account.
7.	Attachment F- what "MFMP CATALOG" stands for?	MFMP Catalog stands for the MyFloridaMarketPlace Catalog. This is an electronic catalog that provides agency customers with direct access to State Term Contract and Alternate Contract Source Pricing within the State of Florida's eProcurement system.
8.	Can a respondent register an RFP mailing list, in order to	The Vendor Bid System and MyFloridaMarketPlace Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on commodity

	receive alerts about uploading files?	<p>codes that are tied to a Vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a Vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to 'Join' the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding commodity codes to their business profile. Changes made in MFMP VIP, including new registrations, may take forty-eight (48) hours to take effect.</p> <p>The MFMP VIP can be accessed via this link: https://vendor.myfloridamarketplace.com/</p> <p>For additional questions regarding MFMP, please contact the vendor help desk at: 1-866-352-3776.</p>
9.	Attachment C- section - 13.2 – which certifications does a training coordinator has to possess?	See Addendum No. 4, 2.k., revised Attachment C – Scope of Work subsection 13.2 listed above.
10.	Attachment C- section 13.5- can a site supervisor do the 4-hour ongoing training?	The training requirements may be more specifically defined between the Contractor and the Customer in a Service Level Agreement.
11.	RFP file- section - 6.2- regarding the cost proposal - 400 Available Points- a. Will each region stand by its own evaluation and rating?	The Respondent shall be awarded up to 400 points for a region where the Respondent submitted all required pricing information for that region in the Cost Proposal.
	b. Can one region evaluation affect the evaluation of another region and hurt the chances of winning it?	No, see Addendum No. 4, 1.a., revised RFP Section 6 Basis of Award listed above.
12.	Who are the incumbent companies in each region?	See the answer to question 1.
13.	What is the incumbent companies' bill rates for each position in each region? (Long/short term, levels 1-6, full/part time)	See the answer to question 1.
14.	How many billable hours each region has in 2018?	The Department is not in possession of this information.
15.	Attachment C- section 21.5 MFMP Transaction Fee Report-	A Transaction Fee Report includes a vendor's business activity relating to the Contract and are completed and submitted using the MFMP online Billing and Collection System (BCS) in the Vendor Information Portal (VIP). Also see Rule 60A-1.031(2), Florida Administrative Code.

	<p>a. what is the MFMP Transaction Fee Report?</p>	
	<p>b. can you please provide an example of this report and completed MFMP Transaction Fee Report from one of the incumbent?</p>	<p>The screenshots show the MFMP Transaction Fee Report system interface. The top screenshot shows the 'Report Period Selection' and 'Report Entry' steps. The 'Report Entry' step shows a table with one row: Contract, Agreement, or Invoice Number: 123-456-789; Payments Received From State Agencies or Statewide Contracts: \$0.00. The bottom screenshot shows the 'Report Entry Confirmation' step with a summary table: Contract, Agreement, or Invoice Number: 123-456-789; Total Fee Eligible Payments Received for Reporting Period: \$0.00; Calculated State Transaction Fee: \$0.00. Totals: \$0.00. Total State of Florida Transaction Fees Due: \$0.00.</p>
<p>16.</p>	<p>Can you provide us with a completed quarterly sales report from one of the incumbent?</p>	<p>Yes, see Exhibit 1 of Addendum No. 4.</p>
<p>17.</p>	<p>What do we need to do/ fill-out in Exhibit A?</p>	<p>Service Level Agreement Exhibit A – Facility List is a document completed by the Contractor as part of a Service Level Agreement with a Customer.</p>
<p>18.</p>	<p>Will the state accept proposed exceptions or modifications to the contractual documents for review and consideration?</p>	<p>No. Please reference Attachment E – Responsive Requirements. Signature of the Attachment E – Responsiveness Requirements certifies that the Respondent accepts and will comply with all terms and conditions listed in the Draft Contract and the Special Contract Conditions and is in compliance with Section 9 of the PUR 1001 form as modified by the General Instructions section of the RFP. See also RFP subsection 4.1, General Instructions, modification of PUR 1001 Section 9, in submitting a response, each respondent understands, represents, and acknowledges the product offered by the Respondent will conform to the specifications without exception.</p>

19.	What are the standard payment terms for the state, and can payment terms be negotiated in SLA's?	See Attachment B – Special Contract Conditions, Section 3, Payment and Fees. See also Attachment C – Scope of Work Section 9, Service Level Agreements. 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.
20.	Current Rates – Have the incumbent vendors received rates increase since the initial contract date? If so, can those rates be provided?	There have been no rate increases since the initial contracts were executed.
21.	Contractors right to termination – will the contractor have the right to terminate or suspend services due to issues such as non payment or circumstances beyond the contractors control?	The Department strongly encourages each Respondent to thoroughly review Attachment B – Special Contract Conditions and all other attachments in their entirety.
22.	Transaction Fees, Attachment B, 3.7 – Can you confirm that the transaction fee is 1% for services provided under this agreement?	Per chapter 2019-116, Laws of Florida, the transaction fee is seven-tenths of one (0.70%) percent for the 2019-2020 fiscal year only. The Legislature reviews this transaction fee annually and the fee may be subject to change.
23.	Attachment C, 4.3 – Can security officers exceed 40 hours per week if no overtime is billed?	All hours in excess of 40 hours per week are considered overtime. Security Guard Services will be provided in accordance with the requirements set forth in the RFP No. 92121500-19-A, including, but not limited to, compliance with the Fair Labor Standards Act as set forth in 29 U.S.C. Chapter 8. The hours needed per week will be more specifically defined between the Contractor and Customer. Also see Addendum No. 4, 2.b., revised Attachment C – Scope of Work subsection 4.3 listed above.
24.	Attachment C, 7.9.16 – Can you expound on this subject? Is there a limit to number of personnel that can be requested within 24 hours. Are these emergency situations able to be billed at overtime rates?	The state term contract does not have a cap for number of Emergency Response Security Guards or personnel that can be requested where the Contractor receives 24 hours advanced notice from the Customer. The Department cannot anticipate Customer needs, which may vary. The Contractor must provide services within the applicable timeframes which will be billed in accordance with the applicable submitted rates in accordance with Attachment C – Scope of Work subsection 17 and either the Attachment H – Cost Proposal or the Customer's SLA.
25.	Attachment C, 21.13 – What are the fees, if any,	The State of Florida currently contracts with the Bank of America for purchasing card services. The contract and pricing can be found here:

	associated with the purchasing card?	https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/purchasing_card_services/pricing
26.	Attachment J. Is this form required to be returned with our response? It is not included on the list of required documentation under Tab 1 or Tab 2 as a form to be submitted.	Attachment J – Preferred Pricing is not documentation submitted with a Respondent’s proposal and is completed prior to execution of a contract with the Department and is submitted annually in accordance with Attachment B – Special Contract Conditions Section 3.
27.	Exhibit A. Please clarify the purpose of this form. Is this form required to be returned with our response? It is not included on the list of required documentation under Tab 1 or Tab 2 as a form to be submitted.	See the answer to Question 17.
28.	What major problem do we want to solve?	This question is unclear. RFP subsection 1.1 Objective contains the objective for RFP No. 92121500-19-A.
29.	What are specific requirements for this project?	See the Request for Proposals and Attachment C – Scope of Work.
30.	What specific experience do vendors need to have to qualify?	See to the response to Question 29.
31.	What are the scope priorities?	See to the response to Question 29.
32.	What role will pricing play in the final decision?	See Addendum No. 4, 1.a., revised RFP Section 6 Basis of Award listed above.
33.	What is your available budget?	This is a state term contract with no specified budget. See RFP subsections 1.1, Objective, and 1.2, Background Information.
34.	Can you provide a detailed on how many officers is required for this project?	See the Request for Proposals and Attachment C – Scope of Work. The specific Security Guard Services to be provided for a Customer will be more specifically defined between the Contractor and Customer.
35.	What can tactically go wrong?	The question is unclear.
36.	In which region will this project located?	The Respondent may submit a response to provide Security Guard Services in one or more region. The Respondent is not required to respond to all regions. See Attachment L – Region Map for a map of the regions.
37.	Does this bid have a mandatory set aside for M/WBE , DBE or SBE or is it just encouraged and the prime can elect not to have one.	See to the response to Question 2.
38.	Attachment B, 3.2.2 Preferred Pricing. Indicates “The Contractor guarantees that	Prices may only be adjusted pursuant to Attachment C – Scope of Work subsection 21.11, Price Adjustments.

	<p>the pricing indicated in this Contract is a maximum price.” Will the State permit changes to bill rates when mandated minimum/living wage changes become effective in the various state, county, city or other agencies using this contract?</p>	
39.	<p>Attachment B, 3.4 Purchase Order states “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.”</p> <p>a. Since pricing is provided at a maximum price, is the contractor required to accept only purchase orders at the maximum price provided on the contract?</p>	<p>The Contractor shall not exceed the pricing set forth in the Contract but may propose decreases in pricing for Customer specific purchases.</p>
	<p>b. Can the State please clarify if the contractor is required to accept timely purchase orders from State Agencies, other governmental entities and/or cooperative purchasing users?</p>	<p>The Contractor is required to accept timely purchase orders from Customers for this Contract which includes state agencies and eligible users as defined in 60A-1.001, Florida Administrative Code. See also Section 43, Cooperative Purchasing, in the PUR 1001.</p>
40.	<p>Attachment B, 3.4 Purchase Order states “Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor’s performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months.” Is the term of performance considered to be the term</p>	<p>Attachment B Special Contract Conditions subsection 3.4 Purchase Order applies to the Contract Term. A Customer’s specific needs will be defined in the SLA, including the period of performance.</p>

	specified under the contract itself or as specified in the Service Level Agreement?"	
41.	Attachment B, 3.7 Transaction Fees states "The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(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." Will the State permit changes to bill rates if mandated transaction fees are increased?	No. Also, see answer to Question 38.
42.	Attachment B, 6.10 Cooperative Purchasing states "Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the	Currently, the transaction fee of 0.70% is assessed for payments made by agencies unless specifically exempt by Rule 60A-1.031(3), Florida Administrative Code.

	requirements of Rule 60A-1.045(5), F.A.C.” Is the transaction fee applicable to cooperative purchasing agreements?	
43.	Attachment B, 7.4 Performance Bond states “Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.” This is a significant expense to the contractor. Should this cost be accounted for in all pricing or can an additional fee be added to account for this cost in when it is required?	No, an additional fee cannot be added for a performance bond.
44.	Attachment B, 11.2.1 Proposal of Corrective Action Plan states “In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or 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.” Can the Department provide the	The timeframe for correcting a performance deficiency is dependent on the type of performance deficiency that requires correction and will be identified by the Department or Customer.

	specified timeframe that will be expected for corrective action to occur (or at least provide range in the timeframes) so that the impact of this response time can be determined?	
45.	Attachment B, 11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure states "If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount." Can the Department provide the template that will be used for the corrective action plan and the parameters for what is considered acceptable or unacceptable?	There is no corrective action plan template. The corrective action plan must describe how the Contractor will address all performance deficiencies identified by the Department or Customer.
46.	Attachment B, SECTION 12. CONTRACT AUDITS states "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	There is not a template used for a performance and/or compliance audit and the parameters for what is considered acceptable or unacceptable will depend on the audit and contractual requirements.

	<p>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." Can the Department provide the template that will be used for the performance and compliance audit and the parameters for what is considered acceptable or unacceptable?</p>	
47.	<p>Attachment C, 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 new <u>armed</u> Security Guard to provide Security Guard Services for the impacted Customers within a time frame mutually agreed upon by the Contractor and the Customer."</p> <p>a. If an unarmed security guard no longer has a valid license is it required that they be replaced with a new Armed Security Guard?</p>	<p>See Addendum No. 4, 2.c., revised Attachment C – Scope of Work subsection 5.7 listed above.</p>
	<p>b. Will the Armed rates then become applicable and charged appropriately to the agency?</p>	<p>See answer to Question 47 a.</p>
48.	<p>Attachment C, 5.5 states "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." So, section 6.1 Security Guard</p>	<p>See Addendum No. 4, 2.d. and 2.e., revised Attachment C – Scope of Work Section 6, Position Descriptions, and subsection 6.1 listed above.</p>

	Level I: An unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license should be amended to state that it now requires a minimum of one (1) year of experience.	
49.	Attachment C, 6 states that "A two (2) year background in law enforcement may be substituted for prior years of experience." Will two (2) year background in Department of Corrections and Military also apply?	No, only employment as a law enforcement officer may substitute for prior years of experience as a Security Guard Officer.
50.	Attachment C, 7.9.8.) states "Assist the Customer's personnel in emergency situations as identified by the Customer. If an emergency extends beyond the normal working hours, the Security Guard will be paid for additional hours at the standard rate of pay. Security Guards may be diverted by the Customer from normal assignment duties to respond to emergency situations or special duty assignments. No additional costs shall be charged to the Customer for such diversion of Security Guards for emergency situations; however, the Contractor will not be penalized for any regular daily work task not completed by the Security Guard due to their participation in such emergency activities." a. Can the State please clarify if the contractor will be required to pay security guards at regular rates for the emergency extended hours?	Work performed in an emergency that extends beyond normal working hours will be billed in accordance with Attachment C – Scope of Work subsection 17 and either the Attachment H – Cost Proposal or the Customer's SLA. The applicable contracted rate of pay will apply in all situations unless overtime has been authorized by the Customer. See Addendum No. 4, 2.g. and 2.i., revised Attachment C – Scope of Work subsections 7.9.8. and 16.5 listed above. Contractor's payments to its employees are determined by the Contractor and its employees but must comply with the Fair Labor Standards Act as set forth in 29 U.S.C. Chapter 8.
	b. Will the contractor still be penalized for not	No, see Addendum No. 4, 2.g., revised Attachment C – Scope of Work subsection 7.9.8., listed above "Contractor

	completing regularly assigned tasks as a result of the emergency?	will not be penalized for any regular daily work task not completed by the Security Guard due to their participation in such emergency activities.”
	c. Will the 40-hour maximum work week requirement still apply?	See Addendum No. 4, 2.g. and 2.l., revised Attachment C – Scope of Work subsections 7.9.8. and 16.5 listed above. See also Attachment C Scope of Work subsection 17.2.
	d. Could meeting these emergency needs result in the contractor being given a fine?	The Department will not penalize the Contractor for any regular daily work task not completed by the Security Guard due to his/her participation in such emergency activities. See Addendum No. 4, 2.g., revised Attachment C – Scope of Work subsection 7.9.8., listed above.
51.	Attachment C, 7.9.16. states “Where applicable, ensure availability as required for special events and situations where Customer provides Contractor with 24 hours advanced notice.” The standard industry notification time for special events is typically 72-hours in advance. To clarify, which rate with the contractor be permitted to use in these circumstances the Occasional rate or whatever rate is currently in effect. Therefore, should the 24-hour advanced notification timeframe be priced into the Occasional rates or into ALL rates?	The 24-hours advance notice only applies to emergency response security guards and occasional security guards. See Addendum No. 4, 2.f., and 2.h., revised Attachment C – Scope of Work subsections 6.7 and 7.9.16., listed above. Coverage will be billed in accordance with the applicable submitted rates in accordance with Attachment C – Scope of Work subsection 17 and either the Attachment H – Cost Proposal or the Customer’s SLA.
52.	Attachment C, 7.9.17. Be capable of responding to any on-site call received within five (5) minutes. a. Can you please clarify what type of response is required within the 5-minute required response timeframe?	On-site personnel must be able to respond to the situation within five (5) minutes. See Addendum No. 4, 2.i., revised Attachment C – Scope of Work subsection 7.9.17., listed above. A response to an on-site call is intended to mean take the appropriate action to address the issue identified in the received call.
	b. Should 5-minute response timeframe requirement be priced into all rates?	See Addendum No. 4, 2.i., revised Attachment C – Scope of Work subsection 7.9.17., listed above. All proposed pricing must be listed in Attachment H – Cost Proposal and shall be based on meeting or exceeding the terms and conditions in RFP No. 92121500-19-A.
53.	Attachment C, 8.1.6 states “Successfully pass a pen and	No.

	<p>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.” Will the State provide the required literacy test?</p>	
54.	<p>Attachment C, 11.1 states “The Contractor shall provide a manager (i.e. Regional and Corporate Headquarters) who will conduct regular, unannounced inspections to ensure Security Guards’ compliance with established terms and conditions. The frequency of Inspections will be determined in the Customer’s SLA.” Can the State please define the period of inspections required so that they can be accounted for in contractor provided pricing?</p>	<p>Please refer to Attachment C - Scope of Work, subsection 11.1. “The frequency of Inspections will be determined in the Customer’s SLA.” The Contractor will not exceed the pricing set forth in the Contract but may propose decreases in pricing for Customer specific purchases.</p>
55.	<p>Attachment C, Section 12.3 states that phones and radios required. Most security companies are now providing some type of guard tour system. Would the State consider adding an additional line item for guard tour systems?</p>	<p>All proposed pricing must be listed in Attachment H – Cost Proposal and shall be based on meeting or exceeding the terms and conditions in RFP No. 92121500-19-A. The Department will not consider any additional pricing information other than the pricing provided in the yellow highlighted cells on the Cost Proposal.</p>
56.	<p>Attachment C, 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. Some security guard companies pay for these uniforms but then deduct these costs from the security officer payroll. Is this acceptable? If not acceptable, how will this be audited?</p>	<p>The provision of uniforms will be addressed between the Contractor and their employee.</p>

<p>57.</p>	<p>Attachment C, 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. This redundant communication equipment may include, but is not limited to: Stationary Telephone Cellular telephone with long distance calling capabilities Two-Way Radio Fax Machine</p> <p>a. Please specify which redundant communication will need to be priced into the contractor's bill rates? This will be a significant cost item and expensive to the agencies. In addition, contractors may not have the ability to install Stationary Telephones on client property.</p>	<p>See Addendum No. 4, 2.j., revised Attachment C – Scope of Work subsection 12.3 listed above.</p>
	<p>b. Please define if it's possible that the contractor will need to provide all of these redundant communication methods?</p>	<p>Please refer to the answer for question 57.a.</p>
	<p>c. Please define any other communication equipment that may be required beyond this list?</p>	<p>Please refer to the answer for question 57.a.</p>
<p>58.</p>	<p>Attachment C, 16.5 states "The Contractor shall provide coverage of additional shifts or special requests as approved by the Customer pursuant to this Section 5 at standard hourly billing rates."</p>	<p>See Addendum No. 4, 2.l., revised Attachment C – Scope of Work subsection 16.5 listed above.</p>

	<p>Are these additional shifts and special requests billable at the Occasional rates or are contractors required to price in this overtime within the standard bill rates?</p>	
<p>59.</p>	<p>Attachment C, 17.3 17.4 states "The Contractor may be authorized or required to furnish unscheduled uniformed Security Guards for the premises or other location(s) designated by the Customer according to the rates established in the pricing schedules and pursuant to all other provisions of this Contract." Since this contract requires contractors to furnish unscheduled security guards according to the standard pricing schedules while state law requires contractors to pay overtime all vendors will need to account for overtime in the standard bill rates. Would the State consider adding an overtime bill rate so that all agencies don't bear the additional costs of overtime costs included within the standard rates when they may not be applicable to them?</p>	<p>An additional billing rate for overtime is not necessary. See Attachment C – Scope of Work subsection 17.2. The Department will not consider any additional pricing information other than the pricing provided in the yellow highlighted cells on the Cost Proposal.</p>
<p>60.</p>	<p>Attachment C, 18. Coverage states "Contractor is responsible for maintaining sufficient staffing to ensure Security Guards are available to work at the Customer's facility list as incorporated through the SLA. Customer's facility(ies) shall be staffed in accordance with the Customer's SLA. In the event there is no Security Guard available for any duty shift, the Contractor shall hire and pay a duly qualified off-duty Florida law</p>	<p>See Addendum No. 4, 2.m., revised Attachment C – Scope of Work Section 18, Coverage, listed above.</p>

	enforcement officer to cover the shift at no additional cost to the Customer.” Can the State please define a “duly qualified off-duty Florida law enforcement officer”?	
61.	Attachment C, Section 21.10 Financial Consequences states “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.” Can the State please clarify how these financial consequences will accrue on a daily basis and is there any maximum 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. There is no cap for the assessment of the financial consequences listed in Attachment C – Scope of Work subsection 21.10, Financial Consequences. Customers may impose additional specific financial consequences in the Service Level Agreement between the Customer and the Contractor.
62.	Attachment C, Section 21.11 Price Adjustments a. Would the State consider including annual pricing for Year 1 through Year 5 in lieu of the request for increases by 12 month periods?	The Department will not make the requested modifications to Attachment C – Scope of Work.
	This would be beneficial to the Agencies and Users since contractors could bid more aggressively rather than trying to predict 5-year wage rates which has become increasingly more difficult to predict. b. Can the State please clarify if the PPI annual adjustment will be applicable to both the Initial Term Pricing and the Renewal Term Pricing?	Yes. Initial and renewal term price adjustments are applicable pursuant to Section 21.11 of Attachment C, Scope of Work.

	<p>c. For example, can the contractor request an increase in the Year 2 pricing with the bid submission?</p>	<p>The Respondent cannot request adjustments as part of the response to this solicitation. Initial Term Pricing provided on Attachment H - Cost Proposal is the Respondent's proposed price for the entirety of the five-year initial term, unless modified in accordance with Attachment C – Scope of Work subsection 21.11, Price Adjustments. If awarded, the Contractor may request the first price adjustment no earlier than twelve (12) months after the start date of the initial term.</p>
63.	<p>Attachment C, Section 21.13 states that purchasing card program using the Visa platform has been implemented. Contractors will incur additional fees for using this Visa platform.</p> <p>a. Should contractor pricing be inclusive of this fee or can this be billed separately?</p>	<p>The Department will not consider any additional pricing information other than the pricing provided in the yellow highlighted cells on the Cost Proposal. All proposed pricing must be listed in Attachment H – Cost Proposal and shall be based on meeting or exceeding the terms and conditions in RFP No. 92121500-19-A.</p>
	<p>b. Since this could be a significant cost item to agencies that are not using this Visa platform would the State consider making this billable only to those agencies using this service?</p>	<p>See answer to Question 63.a.</p>
64.	<p>Our company stands behind our security services and regularly accepts the obligation to indemnify and defend clients for the comparative portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of security services under client agreements. Our standard risk parameters also include a disclaimer of consequential damages.</p> <p>Will the State revise the indemnification provision in Attachment B Section 7.5 on page 10 as follows to reflect that standard?</p>	<p>No. Please reference Attachment E – Responsive Requirements. The Respondent certifies it accepts and will comply with all terms and conditions listed in the Draft Contract and the Special Contract Conditions.</p>

	a. On lines 3-4, delete the phrase “including consequential, special, indirect and punitive damages.”	
	b. On line 6, replace the phrase “or out of any acts, actions” with the phrase “to the extent caused by”.	See answer to Question 64.a.
	c. Insert the following as the last sentence: o “Anything to the contrary notwithstanding, under no circumstances will Contractor be liable to any indemnified party for consequential, incidental, indirect or punitive damages, or for lost profits.”	See answer to Question 64.a.
65.	Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations. Will the State revise Attachment B Section 7.2 on page 9 as follows to reflect that standard? On line 6, insert the phrase “to the extent of the Contractor’s indemnification obligations” after the reference to “additional insured”.	See answer to Question 64.a.
66.	We assume the criminal background adjudication standards are intended to comply with Title VII of the Federal Civil Rights Act of 1964 which prohibits employment discrimination. In interpreting Title VII, EEOC Enforcement Guidance 915.002 (4/25/12) prohibits blanket exclusions based on a class of crime. The	No. Please reference Attachment E – Responsive Requirements. The Respondent certifies it accepts and will comply with all terms and conditions listed in the Draft Contract and the Special Contract Conditions. Contractor is responsible for compliance with all applicable laws, rules, codes, and ordinances.

	<p>Guidance requires assessment of the facts and circumstances of a conviction to determine whether it truly renders a person unsuitable for the position for which he or she is intended.</p> <p>Will the State revise the sections cited below as follows to achieve compliance with applicable law?</p> <p>a. Attachment B Section 13.1 on page 16: o On line 8, insert the word “potentially” before the word “disqualifying”.</p>	
	<p>b. Attachment B Section 13.3 on pages 16-17: o On line 5, replace the word “is” with the phrase “may be”.</p>	See answer to Question 66.a.
	<p>c. o On line 7, insert the word “potentially” before the word “disqualifying”.</p>	See answer to Question 66.a.
	<p>d. o Insert the following at the end of the section: § “Contractor’s determination regarding the suitability of any person described above for assignment at State locations shall be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of criminal conviction history in employment decisions which requires a weighing of (i) the nature and gravity of the offense; (ii) the time that has passed</p>	See answer to Question 66.a.

	<p>since the offense, or the employee's completion of any sentence given as a result of the offense; and (iii) the nature of the job held or sought."</p>	
	<p>e. Attachment C Section 15.1 on page 14: o On line 3, insert the word "potentially" before the word "disqualifying".</p>	<p>See answer to Question 66.a.</p>
<p>67.</p>	<p>We assume that the Contractor's compliance with the fitness standards in Attachment C Section 8.1.10 on page 7 is intended to be in accordance with applicable law, including the Americans with Disabilities Act ("ADA"). Will the State replace that section with the following to achieve alignment with the parameters of the ADA? "Physically able to perform all essential job duties, with or without reasonable accommodation, including, but not limited to, quickly ascending and descending multiple flights of stairs and lifting weight of at least 40 pounds, to the extent the foregoing are job related and consistent with business necessity."</p>	<p>The Department will not make the requested modification to the Special Contract Conditions.</p>
<p>68.</p>	<p>What are the State's standard payment terms?</p>	<p>This question is unclear. There are numerous references to payment in RFP No. 92121500-19-A including, but not limited to, PUR 1000 section 15, Invoicing and Payment, incorporated by reference into the RFP subsection 4.1, General Instructions. See also Attachment B – Special Contract Conditions subsection 3.3, Payment Invoicing, and Attachment C – Scope of Work subsection 21.13, Purchasing Card.</p>
<p>69.</p>	<p>Is the State exempt from State and local sales and use taxes?</p>	<p>See Attachment B – Special Contract Conditions subsection 3.8, Taxes.</p>

70.	We note the parameters on price adjustments as set forth in Attachment C Section 21.11 on pages 23-24. Will the State also permit the Contractor to increase rates with automatic effect from time to time in order to recoup increases in the following costs that are outside the Contractor's control: Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum wage rates and other statutory requirements, such as legally mandated sick leave costs; and medical and other benefit costs?	No, See Attachment C – Scope of Work sub-section 21.11, Price Adjustments. The Contractor must comply with all relevant federal and state laws including, but not limited to, compliance with the Fair Labor Standards Act as set forth in 29 U.S.C. Chapter 8.
71.	Will the State consider revising Attachment B Section 2.3.2 on page 2 to permit the Contractor to terminate the contract for convenience on 120 days' prior written notice?	The Department will not make the requested modification. See also Attachment E – Responsive Requirements. The Respondent certifies it accepts and will comply with all terms and conditions listed in the Draft Contract and the Special Contract Conditions.
72.	Will the State allow the Contractor to terminate a Service Level Agreement for convenience on 30 days' prior written notice?	Service Level Agreements will be determined by the Contractor and Customer.
73.	Will the State allow the Contractor to terminate a Cooperative Purchasing Agreement for convenience on 30 days' prior written notice?	The term cooperative purchasing agreement is unclear.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

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

Form	Sales Report	Version	2019:001	state fiscal year:	Q4 (Apr-Jun)
1) Contract Number:	92121500-14-01			5) Person Completing Report:	Gail Arrington
2) Contract Name:	Security Officer Services, Armed and Unarmed			6) Telephone Number:	256-383-5798 x220
3) Contracted Vendor:	Dynamic Security, Inc.			7) Date Report is Due Per Contract :	7/31/2019

Order Date	Purchase Order Number/ Pcard Transaction Number	Customer (Ordering Entity)	Customer Type	United Nations United Nations Standard Products and Services Code (UNSPSC)	Standard Product Code (UPC or GTIN)	Description	Manufacturer	Manufacturer ID	Quantity	Unit of Measure	Unit Price	Total Price	Reference Price (MSRP) [per Unit]	Actual Savings Price
4/5/2019	B135DC	Agency for Healthcare Administration	State Agency	92121504		Level III Security Officer			464.00	Hour	\$ 14.75	\$ 6,844.00	\$ 15.74	\$ 459.36
5/3/2019	B135DC	Agency for Healthcare Administration	State Agency	92121504		Level III Security Officer			506.00	Hour	\$ 14.75	\$ 7,463.50	\$ 15.74	\$ 500.94
5/31/2019	B135DC	Agency for Healthcare Administration	State Agency	92121504		Level III Security Officer			506.00	Hour	\$ 14.75	\$ 7,463.50	\$ 15.74	\$ 500.94
3/1/2019	B15E5A	Dept of Economic Opportunity	State Agency	92121504		Level II Security Officer			684.00	Hour	\$ 11.81	\$ 8,078.04	\$ 12.61	\$ 547.20
2/1/2019	S-4200-G0926	Dept of Agriculture & Consumer Services	State Agency	92121504		Level II Security Officer			440.00	Hour	\$ 11.81	\$ 5,196.40	\$ 12.61	\$ 352.00
3/1/2019	S-4200-G0926	Dept of Agriculture & Consumer Services	State Agency	92121504		Level II Security Officer			400.00	Hour	\$ 11.81	\$ 4,724.00	\$ 12.61	\$ 320.00
4/5/2019	S-4200-G0926	Dept of Agriculture & Consumer Services	State Agency	92121504		Level II Security Officer			418.50	Hour	\$ 11.81	\$ 4,942.49	\$ 12.61	\$ 334.80
5/31/2019	S-4200-G0926	Dept of Agriculture & Consumer Services	State Agency	92121504		Level II Security Officer			440.00	Hour	\$ 11.81	\$ 5,196.40	\$ 12.61	\$ 352.00
4/5/2019	B16F79	Dept of Elder Affairs	State Agency	92121504		Level IV Security Officer			210.00	Hour	\$ 15.11	\$ 3,173.10	\$ 16.13	\$ 214.20
5/3/2019	B16F79	Dept of Elder Affairs	State Agency	92121504		Level IV Security Officer			220.00	Hour	\$ 15.11	\$ 3,324.20	\$ 16.13	\$ 224.40
5/31/2019	B16F79	Dept of Elder Affairs	State Agency	92121504		Level IV Security Officer			220.00	Hour	\$ 15.11	\$ 3,324.20	\$ 16.13	\$ 224.40
4/1/2019	1900639733	Emerging Pathogens Institute	OEU Colleges & Universities	92121504		Level II Security Officer			313.00	Hour	\$ 12.81	\$ 4,009.53	\$ 13.67	\$ 269.18
5/3/2019	1900639733	Emerging Pathogens Institute	OEU Colleges & Universities	92121504		Level II Security Officer			196.00	Hour	\$ 12.81	\$ 2,510.76	\$ 13.67	\$ 168.56
4/1/2019	S-4200-G0606	Dept of Agriculture/Licensing	State Agency	92121504		Level IV Security Officer			210.00	Hour	\$ 16.08	\$ 3,376.80	\$ 17.16	\$ 226.80
5/3/2019	S-4200-G0606	Dept of Agriculture/Licensing	State Agency	92121504		Level IV Security Officer			220.00	Hour	\$ 16.08	\$ 3,537.60	\$ 17.16	\$ 237.60
5/31/2019	S-4200-G0606	Dept of Agriculture/Licensing	State Agency	92121504		Level IV Security Officer			220.00	Hour	\$ 16.08	\$ 3,537.60	\$ 17.16	\$ 237.60
4/1/2019	S-4200-G0607	Dept of Agriculture/Licensing	State Agency	92121504		Level IV Security Officer			210.00	Hour	\$ 15.47	\$ 3,248.70	\$ 16.51	\$ 218.40
5/3/2019	S-4200-G0607	Dept of Agriculture/Licensing	State Agency	92121504		Level IV Security Officer			217.00	Hour	\$ 15.47	\$ 3,356.99	\$ 16.51	\$ 225.68
5/31/2019	S-4200-G0607	Dept of Agriculture/Licensing	State Agency	92121504		Level II Security Officer			220.00	Hour	\$ 15.47	\$ 3,403.40	\$ 13.26	\$ (486.20)
3/1/2019	B34CA5	Dept of Economic Opportunity	State Agency	92121504		Level II Security Officer			505.00	Hour	\$ 12.42	\$ 6,272.10	\$ 13.26	\$ 424.20
4/1/2019	B34CA5	Dept of Economic Opportunity	State Agency	92121504		Level II Security Officer			545.00	Hour	\$ 12.42	\$ 6,768.90	\$ 13.26	\$ 457.80
5/3/2019	B34CA5	Dept of Economic Opportunity	State Agency	92121504		Level II Security Officer			522.00	Hour	\$ 12.42	\$ 6,483.24	\$ 13.26	\$ 438.48
5/31/2019	B34CA5	Dept of Economic Opportunity	State Agency	92121504		Level II Security Officer			546.00	Hour	\$ 12.42	\$ 6,781.32	\$ 13.26	\$ 458.64
4/1/2019	B33CC7	Bureau of Public Health	State Agency	92121504		Level II Security Officer			496.00	Hour	\$ 12.42	\$ 6,160.32	\$ 13.26	\$ 416.64
5/3/2019	B33CC7	Bureau of Public Health	State Agency	92121504		Level II Security Officer			480.00	Hour	\$ 12.42	\$ 5,961.60	\$ 13.26	\$ 403.20
5/31/2019	B33CC7	Bureau of Public Health	State Agency	92121504		Level II Security Officer			489.00	Hour	\$ 12.42	\$ 6,074.37	\$ 13.26	\$ 410.83
3/1/2019	31777	St. John River Water Management	State Agency	92121504		Level III Security Officer			512.00	Hour	\$ 14.75	\$ 7,552.00	\$ 15.74	\$ 506.88
4/1/2019	31777	St. John River Water Management	State Agency	92121504		Level III Security Officer			575.00	Hour	\$ 14.75	\$ 8,481.25	\$ 15.74	\$ 569.25
5/3/2019	31777	St. John River Water Management	State Agency	92121504		Level III Security Officer			544.00	Hour	\$ 14.75	\$ 8,024.00	\$ 15.74	\$ 538.56
5/31/2019	31777	St. John River Water Management	State Agency	92121504		Level III Security Officer			568.00	Hour	\$ 14.75	\$ 8,378.00	\$ 15.74	\$ 562.32
3/1/2019	1900643310	University of Florida Library System	OEU Colleges & Universities	92121504		Level II Security Officer			501.00	Hour	\$ 12.81	\$ 6,417.81	\$ 13.67	\$ 430.86
3/1/2019	1900662277	University of Florida Library System	OEU Colleges & Universities	92121504		Level II Security Officer			172.00	Hour	\$ 12.81	\$ 2,203.32	\$ 13.67	\$ 147.92
4/1/2019	1900643310	University of Florida Library System	OEU Colleges & Universities	92121504		Level II Security Officer			531.00	Hour	\$ 12.81	\$ 6,802.11	\$ 13.67	\$ 456.66
4/1/2019	1900662277	University of Florida Library System	OEU Colleges & Universities	92121504		Level II Security Officer			160.00	Hour	\$ 12.81	\$ 2,049.60	\$ 13.67	\$ 137.60
5/3/2019	1900702229	University of Florida Library System	OEU Colleges & Universities	92121504		Level II Security Officer			845.00	Hour	\$ 12.81	\$ 10,824.45	\$ 13.67	\$ 726.70
5/31/2019	1900643310	University of Florida Library System	OEU Colleges & Universities	92121504		Level II Security Officer			314.00	Hour	\$ 12.81	\$ 4,022.34	\$ 13.67	\$ 270.04
5/31/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level I Security Officer			528.00	Hour	\$ 11.45	\$ 6,045.60	\$ 12.22	\$ 406.56
5/31/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level II Security Officer			412.00	Hour	\$ 11.81	\$ 4,865.72	\$ 12.61	\$ 329.60
5/31/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level V Security Officer			92.00	Hour	\$ 15.47	\$ 1,423.24	\$ 16.51	\$ 95.68
5/31/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		DORS/Software Reporting			1.00	Each	\$ 658.40	\$ 658.40	\$ 703.00	\$ 44.60
5/3/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level I Security Officer			508	Hour	\$ 11.45	\$ 5,816.60	\$ 12.22	\$ 391.16
5/3/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level II Security Officer			408	Hour	\$ 11.81	\$ 4,818.48	\$ 12.61	\$ 326.40
5/3/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level V Security Officer			88	Hour	\$ 15.47	\$ 1,361.36	\$ 16.51	\$ 91.52
5/3/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		DORS/Software Reporting			1	Each	\$ 658.40	\$ 658.40	\$ 703.00	\$ 44.60
4/1/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level I Security Officer			538.00	Hour	\$ 11.45	\$ 6,160.10	\$ 12.22	\$ 414.26
4/1/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level II Security Officer			406.00	Hour	\$ 11.81	\$ 4,794.86	\$ 12.61	\$ 324.80
4/1/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level V Security Officer			84.00	Hour	\$ 15.47	\$ 1,299.48	\$ 16.51	\$ 87.36
4/1/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		DORS/Software Reporting			1.00	Each	\$ 658.40	\$ 658.40	\$ 703.00	\$ 44.60
5/3/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level I Security Officer			508	Hour	\$ 11.45	\$ 5,816.60	\$ 12.22	\$ 391.16
5/3/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level II Security Officer			408	Hour	\$ 11.81	\$ 4,818.48	\$ 12.61	\$ 326.40
5/3/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level V Security Officer			88	Hour	\$ 15.47	\$ 1,361.36	\$ 16.51	\$ 91.52
5/3/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		DORS/Software Reporting			1	Each	\$ 658.40	\$ 658.40	\$ 703.00	\$ 44.60
4/1/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level I Security Officer			536.00	Hour	\$ 11.45	\$ 6,137.20	\$ 12.22	\$ 417.72
4/1/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level II Security Officer			406.00	Hour	\$ 11.81	\$ 4,794.86	\$ 12.61	\$ 324.80
4/1/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level V Security Officer			84.00	Hour	\$ 15.47	\$ 1,299.48	\$ 16.51	\$ 87.36
4/1/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		DORS/Software Reporting			1.00	Each	\$ 658.40	\$ 658.40	\$ 703.00	\$ 44.60
5/31/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level I Security Officer			528.00	Hour	\$ 11.45	\$ 6,045.60	\$ 12.22	\$ 406.56
5/31/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level II Security Officer			412.00	Hour	\$ 11.81	\$ 4,865.72	\$ 12.61	\$ 329.60
5/31/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level V Security Officer			92.00	Hour	\$ 15.47	\$ 1,423.24	\$ 16.51	\$ 95.68
5/31/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		DORS/Software Reporting			1.00	Each	\$ 658.40	\$ 658.40	\$ 703.00	\$ 44.60

Quarterly Sales Report

4/1/2019 B4993C	Dept of Revenue	State Agency	92121504	Level II Security Officer	84.00	Hour	\$	11.81	\$	992.04	\$	12.61	\$	67.20
5/3/2019 B4993C	Dept of Revenue	State Agency	92121504	Level II Security Officer	129.75	Hour	\$	11.81	\$	1,532.35	\$	12.61	\$	103.80
5/31/2019 B4993C	Dept of Revenue	State Agency	92121504	Level II Security Officer	132.00	Hour	\$	11.81	\$	1,558.92	\$	12.61	\$	105.60
5/3/2019 B49941	Dept of Revenue	State Agency	92121504	Level II Security Officer	135.00	Hour	\$	13.63	\$	1,840.05	\$	14.54	\$	122.85
5/31/2019 B49941	Dept of Revenue	State Agency	92121504	Level II Security Officer	173.50	Hour	\$	13.63	\$	2,364.81	\$	14.54	\$	157.89
4/1/2019 B49943	Dept of Revenue	State Agency	92121504	Level II Security Officer	158.00	Hour	\$	13.63	\$	2,153.54	\$	14.54	\$	143.78
5/3/2019 B4993C	Dept of Revenue	State Agency	92121504	Level II Security Officer	174.00	Hour	\$	13.63	\$	2,371.62	\$	14.54	\$	158.34
5/31/2019 B4993C	Dept of Revenue	State Agency	92121504	Level II Security Officer	176.00	Hour	\$	13.63	\$	2,398.88	\$	14.54	\$	160.16
5/31/2019 19-1774	Hillsborough Transit Authority	OEU Cities & Counties	92121504	Level V Security Officer - short term	332.00	Hour	\$	16.47	\$	5,468.04	\$	17.57	\$	365.20
5/31/2019 19-1774	Hillsborough Transit Authority	OEU Cities & Counties	92121504	Vehicle - short term	2.00	Each	\$	1,076.00	\$	2,152.00	\$	1,200.00	\$	248.00



Security Guard Services

Request for Proposals, No. 92121500-19-A

Addendum No. 3 – RFP Timeline Revision

Contained herein are revisions to the RFP Timeline. The Department hereby amends RFP No. 92121500-19-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. The information included in this addendum is now made part of this RFP No. 92121500-19-A solicitation. Please Note: This Addendum No. 3 does not need to be returned with a vendor's proposal.

1. RFP NO. 92121500-19-A is hereby amended as follows:

Timeline of Events

The table below contains the Timeline of Events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and noticed on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Timeline of Events		
Events	Event Time	Event Date
Solicitation posted on the VBS and in MFMP Sourcing		September 30, 2019
Deadline to submit questions in MFMP Sourcing	2:00 P.M.	October 8, 2019
Department's anticipated posting of answers		October 22, 2019 October 29, 2019 November 12, 2019 November 19, 2019
Deadline to submit Proposal and all required documents in MFMP Sourcing	2:00 P.M.	October 29, 2019 November 5, 2019 November 19, 2019 December 3, 2019
Public Opening 4050 Esplanade, Suite 380K Tallahassee, FL 32399-0950	2:01 P.M.	October 29, 2019 November 5, 2019 November 19, 2019 December 3, 2019
Anticipated period of formal evaluations conducted		November 11, 2019 December 2, 2019 November 18, 2019 December 9, 2019 December 2, 2019 December 23, 2019 December 16, 2019 – January 13, 2020

Timeline of Events		
Events	Event Time	Event Date
Anticipated date to post Notice of Intent to Award		December 17, 2019 January 14, 2020 January 28, 2020
Anticipated Contract start date		January 28, 2020 February 25, 2020 March 3, 2020

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.



Security Guard Services

Request for Proposals, No. 92121500-19-A

Addendum No. 2 – RFP Timeline Revision

Contained herein are revisions to the RFP Timeline. The Department hereby amends RFP No. 92121500-19-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. The information included in this addendum is now made part of this RFP No. 92121500-19-A solicitation. Please Note: This Addendum No. 2 does not need to be returned with a vendor's proposal.

1. RFP NO. 92121500-19-A is hereby amended as follows:

Timeline of Events

The table below contains the Timeline of Events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and noticed on the [Vendor Bid System \(VBS\)](#).

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Public Opening 4050 Esplanade, Suite 380K Tallahassee, FL 32399-0950	2:01 P.M.	October 29, 2019 November 5, 2019 November 19, 2019
Anticipated period of formal evaluations conducted		November 11, 2019 December 2, 2019 November 18, 2019 December 9, 2019 December 2, 2019 – December 23, 2019
Anticipated date to post Notice of Intent to Award		December 17, 2019 January 14, 2020
Anticipated Contract start date		January 28, 2020 February 25, 2020

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.



Security Guard Services

Request for Proposals, No. 92121500-19-A

Addendum No. 1 – RFP Timeline Revision

Contained herein are revisions to the RFP Timeline. The Department hereby amends RFP No. 92121500-19-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. The information included in this addendum is now made part of this RFP No. 92121500-19-A solicitation. Please Note: This Addendum No. 1 does not need to be returned with a vendor's proposal.

1. RFP NO. 92121500-19-A is hereby amended as follows:

Timeline of Events

The table below contains the Timeline of Events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and noticed on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

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Public Opening 4050 Esplanade, Suite 380K Tallahassee, FL 32399-0950	2:01 P.M.	October 29, 2019 November 5, 2019
Anticipated period of formal evaluations conducted		November 11, 2019 December 2, 2019 November 18, 2019 December 9, 2019
Anticipated date to post Notice of Intent to Award		December 17, 2019
Anticipated Contract start date		January 28, 2020

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.



The State of Florida

Department of Management Services

Request for Proposals (RFP) No:

92121500-19-A

Security Guard Services

Nicole Walker, Procurement Officer
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399
850-487-4196
Nicole.Walker@dms.myflorida.com

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

The Procurement Officer should be copied on such filings.

NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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Timeline of Events

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Public Opening 4050 Esplanade, Suite 380K Tallahassee, FL 32399-0950	2:01 P.M.	October 29, 2019
Anticipated period of formal evaluations conducted		November 11, 2019 – December 2, 2019
Anticipated date to post Notice of Intent to Award		December 17, 2019
Anticipated Contract start date		January 28, 2020

1 INTRODUCTION

1.1 Objective

The State of Florida Department of Management Services', Division of State Purchasing (Department) is issuing this Request for Proposals (RFP) to establish a state term contract for Security Guard Services. Customers for this Contract include state agencies and eligible users. The Department intends to make multiple awards; however, the Department reserves the right to award to one or multiple Respondents, statewide or by region, or to make no award, as determined to be in the best interest of the State.

1.2 Background Information

The solicitation will be administered using the Vendor Bid System and MyFloridaMarketPlace Sourcing. This Security Guard Services Contract has an average annual spend of \$13.5 million. The historical spend is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new contract.

1.3 Term

The initial term of the contract resulting from this solicitation will be for five (5) years.

1.4 Renewal Term

Upon written agreement, the Contract may be renewed in whole or in part in accordance with 287.057(13), Florida Statutes, for a period that will not exceed the term of the initial Contract at the renewal pricing specified in the initial Contract. Any renewal is subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Any renewal is contingent upon the satisfactory performance of the Vendor and subject to the availability of funds.

2 RFP OVERVIEW

2.1 Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.), Rule 60A-1.001, Florida Administrative Code, Attachment B - Special Contract Conditions and the PUR 1001 form are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

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

Business Day – Each day during which the State and/or its agencies are open for business, from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday.

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

Confidential Information – Any portion of a Contractor's documents, data or records disclosed relating to its response that the Contractor claims is confidential and not subject to

disclosure pursuant to Chapter 119, F.S., the Florida Constitution, or any other authority and is clearly marked "Confidential."

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

Customer – An ordering entity including state agencies and eligible users.

Department – The Florida Department of Management Services.

Duty Roster - The assigned Security Guards work schedule/schedules.

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

Facilities – Those facilities for which the SLA shall apply as identified in SLA EXHIBIT A – FACILITY LIST.

Facility Manager – The local customer representative designated for each facility who will serve in a contract management capacity as delegated by the Contract Manager.

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

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

Security Officer – A person licensed to provide services as a Security Guard in accordance with Chapter 493, F.S. For this RFP and any subsequent Contract(s) and SLAs, the term Security Guard, Security Officer and Security Services may be used interchangeably.

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

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

Site-Specific - Specific to that particular location.

State – The State of Florida.

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

Vendor Bid System (VBS) – The State of Florida bidding system. (Subparagraph 287.042(3)(b)2. F.S.)

2.2 Procurement Officer

The Procurement Officer is the sole point of contact from the date of release of this RFP until 72 hours after the intent to award is posted, pending no protests are received by the Department.

The Procurement Officer for this RFP is:

Nicole Walker

Associate Category Manager, Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950

Phone: (850) 487-4196

Email: Nicole.Walker@dms.myflorida.com

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

2.3 Limitation on Contact with Government Personnel (section 287.057(23), F.S.)

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following the Department posting the Notice of Intended Award, excluding Saturdays, Sundays, and state holidays any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

2.4 Minor Irregularities

Although the Department define certain items as requirements for responding to this RFP, the Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines, in its sole discretion, that it is in the best interest of the State to do so. There is no guarantee that the Department will waive a minor irregularity, omission, or technicality, or that any Vendor with a proposal containing a minor irregularity, omission, or technicality will be considered for award of this procurement. The Department may reject any proposal not submitted in the manner specified by this solicitation.

2.5 Mandatory Requirements

The State has established certain requirements with respect to proposals submitted to competitive solicitations. The use of terms like “shall”, “must”, or “will” in this solicitation indicates a mandatory requirement or condition. A deviation from a mandatory requirement or condition is material if, in the State’s sole discretion, the deficient response is not in substantial accord with the solicitation requirements, provides an advantage to one Respondent over another, or has a potentially significant effect on the quality of the response or on the cost to the State. The words “should” or “may” in this solicitation indicate desirable attributes or conditions, but are permissive in nature.

2.6 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department’s Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 at least five (5) business days prior to the scheduled event. If you are hearing or speech impaired, please contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). The telephone numbers are supplied for notice purposes only.

2.7 Lobbying Disclosure

The successful Respondent shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the successful Respondent, subcontractors or any authorized agent.

2.8 Order of Precedence for Solicitation

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

- a) Addenda to Solicitation, if issued (in reverse order of issuance)
- b) Scope of Work, Attachment C
- c) Cost Proposal, Attachment H
- d) Technical Proposal and Technical Proposal Evaluation Criteria, Attachment I
- e) Special Contract Conditions, Attachment B
- f) Draft Contract, Attachment A
- g) RFP and all other RFP attachments

3 RFP PROCESS

The RFP is a method of competitively soliciting a commodity or contractual service pursuant to paragraph 287.057(1)(b), F.S. The Department posts an RFP on the VBS to initiate the process and posts the RFP in MFMP Sourcing.

Respondents must submit questions in writing to the Procurement Officer via the Messages tab in MFMP Sourcing by the date listed in the Timeline of Events. Proposals must be submitted in MFMP Sourcing by the deadline listed in the Timeline of Events. The Department will open the proposals in a public meeting. The Evaluators will score the technical response(s) and the Department Procurement Officer will calculate the average of the evaluator technical scores and will verify and assign the pricing score. The Department will hold a public meeting for the evaluators to confirm their technical scores. The Department will post an agency decision in accordance with the Basis of Award section on the VBS.

3.1 Who May Respond

Vendors in good standing with the State of Florida that possess the resources required to provide commodities and services described in this RFP may respond to this solicitation.

3.2 Commitment to Diversity in Government Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. The Department strongly encourages firms doing business with the State of Florida to consider participating in this program. More information

The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. The Respondent can contact the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com for more information on certified business enterprises that

may be considered for subcontracting opportunities and for more information on the Mentor Protégé Program.

3.3 Question Submission

The Department invites interested and registered Vendors to submit written questions regarding the solicitation through MFMP Sourcing. Vendors who 'Join' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions can be submitted in MFMP Sourcing during the Preview Status until the Question Submission Deadline listed in the Timeline of Events.

The following quoted text replaces Section 5 of PUR 1001, which is incorporated by reference in section 4.1, General Instructions:

"Questions must be submitted via the Q&A Board within MFMP Sourcing and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be answered in accordance with the Timeline of Events. All questions submitted shall be published and answered in a manner that all proposers will be able to view. Proposers shall not contact any other employee of the Department or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the Vendor Bid System for new or changing information. The Department shall not be bound by any verbal information or by any written information that is not contained in the solicitation documents or formally noticed and issued by the Departmental personnel. Questions to the Procurement Officer or to any Department personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 20 of the PUR 1001."

Respondents are strongly encouraged to raise any questions or concerns regarding this RFP, including the proposed Contract terms and conditions, during the open question period.

The Department will answer all submitted questions in a Question and Answer Addendum.

3.4 Question and Answer Addendum

The Department will issue an addendum containing the questions submitted by Vendors and the written answers of the Department. This addendum will be issued according to the Timeline of Events.

3.5 Addenda to the RFP

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on the VBS. It is the Respondent's responsibility to check for any changes to a solicitation prior to submitting a proposal.

3.6 Public Opening

Proposals will be opened on the date and at the location indicated in the Timeline of Events. Respondents are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, pursuant to paragraph 119.071(1)(b), F.S.

3.7 Technical Evaluation

The Evaluators will independently review and score the responsive technical responses using the evaluation criteria described in Attachment I – Technical Proposal and Technical Proposal Evaluation Criteria.

3.8 Electronic Posting of Notice of Intended Award

The Department will electronically post a Notice of Intended Award on the VBS for review by interested parties at the time and location specified in the Timeline of Events. The Notice of Intended Award will remain posted for a period of 72 hours, not including weekends or State observed holidays. If the Notice of Intended Award is delayed, in lieu of posting the Notice of Intended Award, the Department may post a notice of delay and a revised date for posting the Notice of Intended Award.

3.9 Firm Response

The Department intends to award a Contract within sixty days after the date of the proposal opening, during which period proposals shall remain firm and shall not be withdrawn. If an award is not made within sixty days, all proposals shall remain firm until either the Department awards the Contract, or the Department receives from the Respondent written notice that the response is withdrawn. Proposals that express a shorter duration may, in the Department's sole discretion, be accepted or rejected.

3.10 Modification or Withdrawal of Proposal

A Respondent is responsible for the content and accuracy of its proposal. A Respondent may modify or withdraw its proposal at any time prior to the deadline to submit proposals in accordance with the Timeline of Events. For information on how to revise a response in MFMP Sourcing, the Vendor should call the MFMP Vendor Help Desk at (866)-352-3776 or email VendorHelp@myfloridamarketplace.com.

3.11 Cost of Response Preparation and Independent Preparation

The costs related to the development and submission of a response to this RFP are the full responsibility of the Respondent and are not chargeable to the Department. A Respondent shall not, directly or indirectly, collude, consult, communicate or agree with any other Vendor or Respondent as to any matter related to the response each is submitting. Additionally, a Respondent shall not induce any other Respondent to modify, withdraw, submit or not submit a response.

3.12 Contract Formation

The Department intends to enter into a Contract with each awarded Respondent; however, no Contract shall be formed between a Vendor and the Department until the Contract is executed. The Department shall not be liable for any work performed or costs incurred by Vendors for any work performed before the Contract is effective.

The Department may issue a Notice of Intended Award to successful Respondent(s). However, no Contract shall be formed between a Respondent and the Department until the Department signs the Contract. The Department shall not be liable for any work performed before the Contract is effective.

The Department intends to enter into a Contract(s) with Respondent(s) pursuant to the Basis for Award, section of this solicitation. No additional documents submitted by a Respondent shall be incorporated in the Contract unless it is specifically identified, incorporated by reference, and approved by the Department. If any additional documents

are submitted by the Respondent, the additional documents will not be considered for the Basis for Award.

The General Contract Conditions (PUR 1000, 10/06) is incorporated by reference and can be accessed at:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

The terms of the PUR 1000, 10/06, are replaced in their entirety with the Special Contract Conditions contained in Attachment B of this RFP.

4 HOW TO PROVIDE A PROPOSAL

This section contains instructions to Respondents on how to submit a proposal.

4.1 General Instructions

The General Instructions to Respondents (PUR 1001, 10/06), as modified by this RFP, is incorporated by reference and can be accessed at:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

In the event any conflict exists between the Special Contract Conditions listed in Attachment B and the General Instructions to Respondents, the Special Contract Conditions shall prevail.

The following sections of the PUR 1001 are inapplicable:

Section 3. Electronic Submission of Bids

Bids shall be submitted in accordance with Section 4.2 of this solicitation.

Section 5. Questions

Questions shall be submitted in accordance with Section 3.3 of this solicitation.

The following section of the PUR 1001 is modified as follows:

Section 9. Respondent's Representation and Authorization.

In submitting a response, each respondent understands, represents, and acknowledges the following.

- *The Respondent is not currently under suspension or debarment by the State or any other governmental authority.*
- *To the best of the knowledge of the person signing the response, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.*
- *Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.*
- *The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.*

- *The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.*
- *The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.*
- *Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of funds:*
 - *Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or*
 - *Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.*
- *The product offered by the Respondent will conform to the specifications without exception.*
- *The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.*
- *If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.*
- *The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.*
- *The respondent shall indemnify, defend, and hold harmless the Department and Customers, and their employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.*
- *All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.*

4.2 How to Submit a Proposal

Respondents will submit their proposals electronically via MFMP Sourcing and enter all required attachments and documents electronically in MFMP Sourcing during this solicitation as indicated. The Department will only evaluate Proposals submitted using MFMP Sourcing. Failure to submit all of the required attachments and documentation may result in a Respondent to be deemed non-responsive. Any of the Respondent's forms found to be incomplete may be grounds for the Respondent to be deemed non-responsive.

Attachments submitted in MFMP Sourcing should be named similarly to the following file naming conventions:

Example: JohnDoeLLC_Attachment_A.pdf
JohnDoeLLC_Attachment_H.xlsx (Cost Proposal, Microsoft Excel)

Do not submit mass produced general information/promotional material about the Respondent that is prepared/printed for general distribution. The emphasis of each Proposal shall be on completeness and clarity of content. Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation.

By submitting a Proposal to this solicitation, the Respondent agrees to and waives any objections to requirements contained in the solicitation. By submitting a Proposal, the Respondent certifies that it agrees to and satisfies all criteria specified in this solicitation.

Respondents are responsible for submitting their Proposal in MFMP Sourcing by the date and time specified in the Timeline of Events of this solicitation. Each Respondent may only submit one Proposal. The Department will not consider late Proposals.

4.3 Respondent Submission

This section contains the substance of the requested proposal. Respondents do not need to respond to any other sections or provide any other documentation than what is listed in this section. Respondents are to submit all documentation requested as part of this subsection.

4.3.1 Contents of Proposal

Submit Proposal in the following format in two tabs as directed below. Submit the following in accordance with subsection 4.2, How to Submit a Proposal.

Tab 1 Completed Attachments:
1) Attachment F - Vendor Information
2) Attachment G - Certification of Drug-Free Workplace, if applicable.

Tab 2 Mandatory Responsive Requirements: Respondents that fail to submit the required documentation will be deemed non-responsive.
1) A signed Attachment E - Responsive Requirements; and
2) Attachment H – Cost proposal. Submit the provided Attachment H – Cost Proposal, in an Excel File; and
3) Respondent's Technical Proposal – include information requested in Attachment I – Technical Proposal and Technical Proposal Evaluation Criteria in one PDF document with fully searchable text.

4.4 Uploading Documentation

Respondents must upload an electronic copy of all requested documentation in the MFMP Sourcing. The following conditions apply:

- In the case where the Department provides an attachment that is able to be filled in, Respondents are to download the attachment, fill it out, and then attach the filled in copy in the space provided, in MFMP Sourcing.
- In the case of original or signed documentation, Respondents may attach scanned copies of original documents which have been filled in and signed by an individual authorized to respond on the Vendor's behalf.
- MFMP accepts files up to 20 megabytes (MB) in size.

5 PRIOR TO AWARD

5.1 Responsive and Responsible Proposal

Proposals that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall be rejected as non-responsive. Proposals that contain provisions that are contrary to the requirements of the solicitation are not permitted. Respondents whose Proposals, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be deemed not responsible and the Proposal rejected as non-responsive. The Department reserves the right to determine which Proposals meet the requirements of this solicitation, and which Respondents are responsive and responsible.

5.2 Right to Reject

The Department reserves the right to accept or reject any and all Proposals, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so shall serve the Department's best interests. Proposals which include a condition or exception may result in the Proposal being found not in conformance in all material respects of the solicitation and rejected as non-responsive. Alternatively, and in the Department's sole discretion, the Department may disregard or reject any condition or exception included in a Proposal. By submitting a Proposal, the Respondent acknowledges the Department's right to disregard or reject any condition or exception included with a Proposal and to review the remainder of the submitted proposal as if the condition or exception had not been included.

5.3 Redacted Submissions

The following section supplements section 19 of the PUR 1001. If the Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Respondent must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its response 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 Department's solicitation name, number, and the Respondent's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Respondent claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as confidential are

responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Respondent such an assertion has been made. It is the Respondent's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Department shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

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

5.4 Additional Information

By submitting a Proposal, the Respondent certifies that it agrees to and satisfies all criteria specified in the RFP. The Department may request, and Respondent shall provide, clarifying or supporting information or documentation. Failure to provide clarifying or supporting information or documentation as requested may result in the rejection of the Proposal.

6 BASIS OF AWARD

Contract(s) will be awarded to the responsible and responsive Vendor(s) per region that are determined to be the most advantageous to the state with the highest total final score. The highest total final score will be determined by combining the average of the evaluator technical scores and the cost proposal score. The Department reserves the right to issue multiple awards in a region to Respondents whose total final score is within 20% of the highest total final score for that region. The Department will consider the total cost for each year of the Contract, including initial and renewal years as submitted by the Respondent.

The methodology for scoring is outlined below:

Proposal	Available Points
A. Technical Proposal submitted in accordance with the terms in Attachment I – Technical Proposal and Technical Proposal Evaluation Criteria	600
B. Cost Proposal (Attachment H)	400
Total Available Points (A + B)	1,000

The Department reserves the right to accept or reject any and all offers, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the State. An irregularity is not material and therefore, minor, when it does not give the Respondent a substantial advantage over other Respondents and thereby restricts or

stifles competition. The Department reserves the right to award multiple Contracts for all or part of the work contemplated by this solicitation, as well as reserves the right to make no award as determined to be in the best interest of the State.

6.1 Technical Proposal - 600 Available Points

The Respondent shall be awarded up to 600 points for their submitted Technical Proposal in accordance with the evaluation criteria outlined in Attachment I – Technical Proposal and Technical Proposal Evaluation Criteria.

6.2 Cost Proposal - 400 Available Points

The Respondent is required to submit pricing for all security guard positions (levels I-VI), service lengths (long term and short term), and hours (full time, part-time, and occasional) for both the Initial Term and Renewal Term in their Cost Proposal. The Department will not consider or evaluate a proposal for any region that fails to provide pricing for all security guard positions, service lengths, and hours within in a region for both the Initial Term and Renewal Term. The Respondent shall be awarded up to 400 points for a region where the Respondent submitted all required pricing information for that region in the Cost Proposal. The Respondent shall receive points based on the following methodology:

Cost Proposal (Attachment I)	Available Points
A. Initial Term Pricing, Long Term Commitment, Full Time	72
B. Initial Term Pricing, Long Term Commitment, Part-Time	48
C. Initial Term Pricing, Long Term Commitment, Occasional	24
D. Initial Term Pricing, Short Term Commitment, Full Time	48
E. Initial Term Pricing, Short Term Commitment, Part-Time	32
F. Initial Term Pricing, Short Term Commitment, Occasional	16
G. Renewal Term Pricing, Long Term Commitment, Full Time	48
H. Renewal Term Pricing, Long Term Commitment, Part-Time	32
I. Renewal Term Pricing, Long Term Commitment, Occasional	16
J. Renewal Term Pricing, Short Term Commitment, Full Time	32
K. Renewal Term Pricing, Short Term Commitment, Part-Time	21
L. Renewal Term Pricing, Short Term Commitment, Occasional	11
Total Available Points (Sum of A through L)	400

A. Initial Term Pricing, Long Term Commitment, Full Time - 72 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Long Term Commitment, Full Time) shall receive 72 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 72 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

B. Initial Term Pricing, Long Term Commitment, Part-Time - 48 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Long Term Commitment, Part-Time) shall receive 48 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 48 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

C. Initial Term Pricing, Long Term Commitment, Occasional - 24 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Long Term Commitment, Occasional) shall receive 24 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 24 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

D. Initial Term Pricing, Short Term Commitment, Full Time - 48 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Short Term Commitment, Full Time) shall receive 48 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 48 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

E. Initial Term Pricing, Short Term Commitment, Part-Time - 32 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Short Term Commitment, Part-Time) shall receive 32 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 32 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

F. Initial Term Pricing, Short Term Commitment, Occasional - 16 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Short Term Commitment, Occasional) shall receive 16 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 16 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

G. Renewal Term Pricing, Long Term Commitment, Full Time - 48 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Long Term Commitment, Full Time) shall receive 48 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 48 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

H. Renewal Term Pricing, Long Term Commitment, Part-Time - 32 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Long Term Commitment, Part-Time) shall receive 32 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 32 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

I. Renewal Term Pricing, Long Term Commitment, Occasional - 16 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Long Term Commitment, Occasional) shall receive 16 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 16 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

J. Renewal Term Pricing, Short Term Commitment, Full Time - 32 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Short Term Commitment, Full Time) shall receive 32 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 32 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

K. Renewal Term Pricing, Short Term Commitment, Part-Time - 21 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Short Term Commitment, Part-Time) shall receive 21 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 21 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

L. Renewal Term Pricing, Short Term Commitment, Occasional - 11 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Short Term Commitment, Occasional) shall receive 11 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 11 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

6.3 Identical Tie

In the event that the Department receives two identical Proposals, the Department will select a Vendor in accordance with Florida Statutes.

RFP ATTACHMENTS

- Attachment A – Draft Contract
- Attachment B – Special Contract Conditions
- Attachment C – Scope of Work
- Attachment D – Special Instructions for Respondents
- Attachment E – Responsive Requirements
- Attachment F – Vendor Information
- Attachment G – Certification of Drug-Free Workplace
- Attachment H – Cost Proposal
- Attachment I – Technical Proposal and Technical Proposal Evaluation Criteria
- Attachment J – Preferred Pricing
- Attachment K – Draft SLA
- Attachment L – Region Map

Attachment D Special Instructions for Respondents

1. MFMP Sourcing

Since July 1, 2003, the Department has used the online e-procurement system known as MyFloridaMarketPlace (MFMP). This solicitation will be administered using MFMP Sourcing.

2. MFMP Registration

To participate within MFMP Sourcing, a Bidder must be a registered vendor in the MFMP Vendor Information Portal (VIP). Registered Vendors should log into MFMP VIP to ensure contact information and commodity code registrations are correct and to ensure the option to participate in electronic solicitations in MFMP Sourcing is selected.

Vendors not currently registered with MFMP VIP must:

- a) Create an account through the MFMP VIP.
- b) Within MFMP VIP, indicate on the Solicitations page that they wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, select the commodity codes for the goods and services that the vendor would like to provide to the State. Vendors will not receive notifications for commodities codes that are not selected.

Note: VBS and MFMP Sourcing provide automated notifications to the vendor community, as a courtesy, based on commodity codes that are tied to a vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the vendor will not be able to 'Join' the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding commodity codes to their business profile. Changes made in MFMP VIP, including new registrations, may take 48 hours to take effect.

The MFMP VIP can be accessed via this link: <https://vendor.myfloridamarketplace.com/>

The Department strongly recommends vendors set MS Internet Explorer browser to compatibility mode while using MFMP applications. Information regarding recommended internet browser settings can be accessed at:

[https://www.dms.myflorida.com/content/download/139967/902595/MFMP_U_IE_Compatibility_Job_Aid_\(edge\).pdf](https://www.dms.myflorida.com/content/download/139967/902595/MFMP_U_IE_Compatibility_Job_Aid_(edge).pdf)

In order to *Join* the MFMP Sourcing event vendors must:

- a) Have a current MFMP vendor registration within the MFMP VIP; and
- b) Select 'Yes' to participate in electronic sourcing events in MFMP Sourcing.

The MFMP Sourcing application may be accessed using the following link:

<https://sourcing.myfloridamarketplace.com>

3. MFMP Sourcing Posting Phase

A solicitation formally begins when the Department posts a Notice in VBS and publishes an MFMP Sourcing event.

Solicitations conducted in MFMP Sourcing exist in the following statuses:

Preview Status

A solicitation is published as a *Public Event* in MFMP Sourcing and is initially in *Preview* status. When the solicitation is in *Preview* status, Vendors can view and download all information related to the solicitation and pose questions to the Procurement Officer in the *Messages* tab of the event. The solicitation remains in *Preview* status until the *Open* status begins.

Open Status

The solicitation enters *Open* status on the date listed on the Timeline of Events. When a solicitation is in *Open* status, all Vendors who accepted the *Bidders Agreement* in MFMP Sourcing may submit bids until the Bid Due Date listed in the Timeline of Events. The solicitation remains in *Open* status until the Bid Due Date and Time listed in the Timeline of Events.

Pending Selection Status

The solicitation enters *Pending Selection* status on the date listed on the Timeline of Events. When a solicitation is in *Pending Selection* status, vendors are no longer able to submit bids in accordance with the Timeline of Events.

Completed/Awarded Status

The solicitation enters *Completed/Awarded* status after the Notice of Intent to Award has been published to the Vendor Bid System, in accordance with the Timeline of Events. This status indicates the MFMP Sourcing event has been completed and the term *Award* in MFMP Sourcing refers solely to system function.

4. MFMP Training

A non-mandatory Pre-Bid Conference/MFMP training event may be held in accordance with the Timeline of Events to discuss how to view and respond to solicitations in [MFMP Sourcing](#). The Non-Mandatory Pre-Bid Conference/MFMP training event will be held at the date and time specified in the Timeline of Events. Attendance is optional but encouraged. Vendors may attend the webinar from their computer, tablet, or smartphone by clicking the link found in the Timeline of Events at the time of the training. A PDF of the presentation is available at https://www.dms.myflorida.com/media/state_purchasing/mfmp_files/buyers/state_purchasing_vendor_pre_bid_deck_2018. If a Bidder is unable to attend the training, the MFMP team offers many other training resources, including recorded, online training and job aids that can be viewed on the MFMP Training for Vendors webpage, which is accessible at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mp_vendors/training_for_vendors. Public meetings conducted during this solicitation are open to members of the general public, current vendors, potential vendors and interested persons.

MFMP University offers vendor training materials on the Department's website at: https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mp_vendors/training_for_vendors. MFMP University provides access to recorded online trainings on a variety of topics, including Vendor Registration and Selecting Commodity Codes.

5. MFMP Assistance

Vendors that need assistance using MFMP may contact the MFMP Customer Service Desk at VendorHelp@myfloridamarketplace.com or (866) 352-3776.

Attachment E Responsive Requirements

SOLICITATION SECTION REFERENCE OR ATTACHMENT	RESPONSIVE REQUIREMENTS
RFP	The person submitting the Response and its pricing certifies they are authorized to respond to this solicitation on the Respondent's behalf. (Certifying by signature below)
Attachment B and PUR 1001 form*	The Respondent certifies that the Respondent is not a Discriminatory Vendor or Convicted Vendor as described in section 287.133 and section 287.134, Florida Statutes. (Certifying by signature below)
RFP and PUR 1001 form*	The Respondent certifies that the Respondent is in compliance with Section 9 of the PUR 1001 form*, as modified by the General Instructions section of this RFP. (Certifying by signature below)
Attachment B	The Respondent certifies that it is not on the Scrutinized List of Prohibited Companies (https://www.sbafla.com/fsb/PerformanceReports.aspx), is not on the Scrutinized Companies that Boycott Israel pursuant to section 215.4725, Florida Statutes, and is not participating in a boycott of Israel. (Certifying by signature below)
RFP	The Respondent certifies that if awarded a Contract, it shall provide a PDF file of their current and active registration with the Department of State prior to contract execution. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: www.sunbiz.org . (Certifying by signature below)
Attachment H	The Respondent certifies it has provided the Department with an Attachment H Cost Proposal (Certifying by signature below)
Attachments A and B	The Respondent certifies it accepts and will comply with all terms and conditions listed in the Draft Contract and the Special Contract Conditions. (Certifying by signature below)

* The PUR 1001 form (General Instructions to Respondents) is available at https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms.

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf, and certifies conformance with all Responsive Requirements listed above.

Name of Respondent's Organization

Signature of Organization's Authorized Representative

Date

Attachment F Vendor Information

Please ensure the vendor information provided in this form matches the MyFloridaMarketPlace (MFMP) Vendor Registration account information: [Florida Vendor Information Portal](#). DO NOT CHANGE THE FORMAT OF THIS FORM.

VENDOR NAME:	
VENDOR FEID NO.:	
VENDOR FEID MFMP LOCATION SEQUENCE NO.	
STREET ADDRESS:	
CITY, STATE and ZIP:	
WEBSITE ADDRESS:	
TELEPHONE NO.:	
TOLL-FREE NO.:	
FAX NO.:	
CERTIFIED BUSINESS ENTERPRISE	Yes ____ No ____
CERTIFIED BUSINESS ENTERPRISE CODE (IF APPLICABLE)	
FLORIDA CLIMATE FRIENDLY PRODUCTS	Yes ____ No ____
AUTHORIZED RESELLERS	Yes ____ No ____
AUTHORIZED RESELLERS (LIST IF APPLICABLE)	
COVERAGE AREA (STATEWIDE/REGIONAL/SPECIFIC COUNTIES)	
MFMP CATALOG	Yes ____ No ____
MFMP CATALOG TYPE (PUNCHOUT, LINE ITEM)	

Person Responsible for Administering The Contract		
NAME:		
TITLE:		
STREET ADDRESS:		
CITY, STATE and ZIP:		
E-MAIL ADDRESS:		
TELEPHONE NO.:		
TOLL-FREE NO.:		
CELL PHONE NO.:		
FAX NO.:		
Ordering and Remit-To Information - Please provide information where Customers should direct orders. You must provide a regular mailing address and email address. If equipped to receive purchase orders electronically, you may also provide a website address.		
REMIT-TO:		
REMIT-TO STREET ADDRESS:		
REMIT-TO CITY, STATE and ZIP CODE:		
REMIT-TO EMAIL and/or WEBSITE ADDRESS:		

Attachment G

Certification of Drug-Free Workplace

Section 287.087 of the Florida Statutes provides that, where equal bids, proposals or replies are received, preference shall be given to the Respondent that certifies it has implemented a drug-free workforce program. Please sign below and return this form, if applicable, to certify that your business has a drug-free workplace program.

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

RESPONDENT'S NAME:

By: _____
Authorized Signature Print Name and Title

**Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services**

Instructions

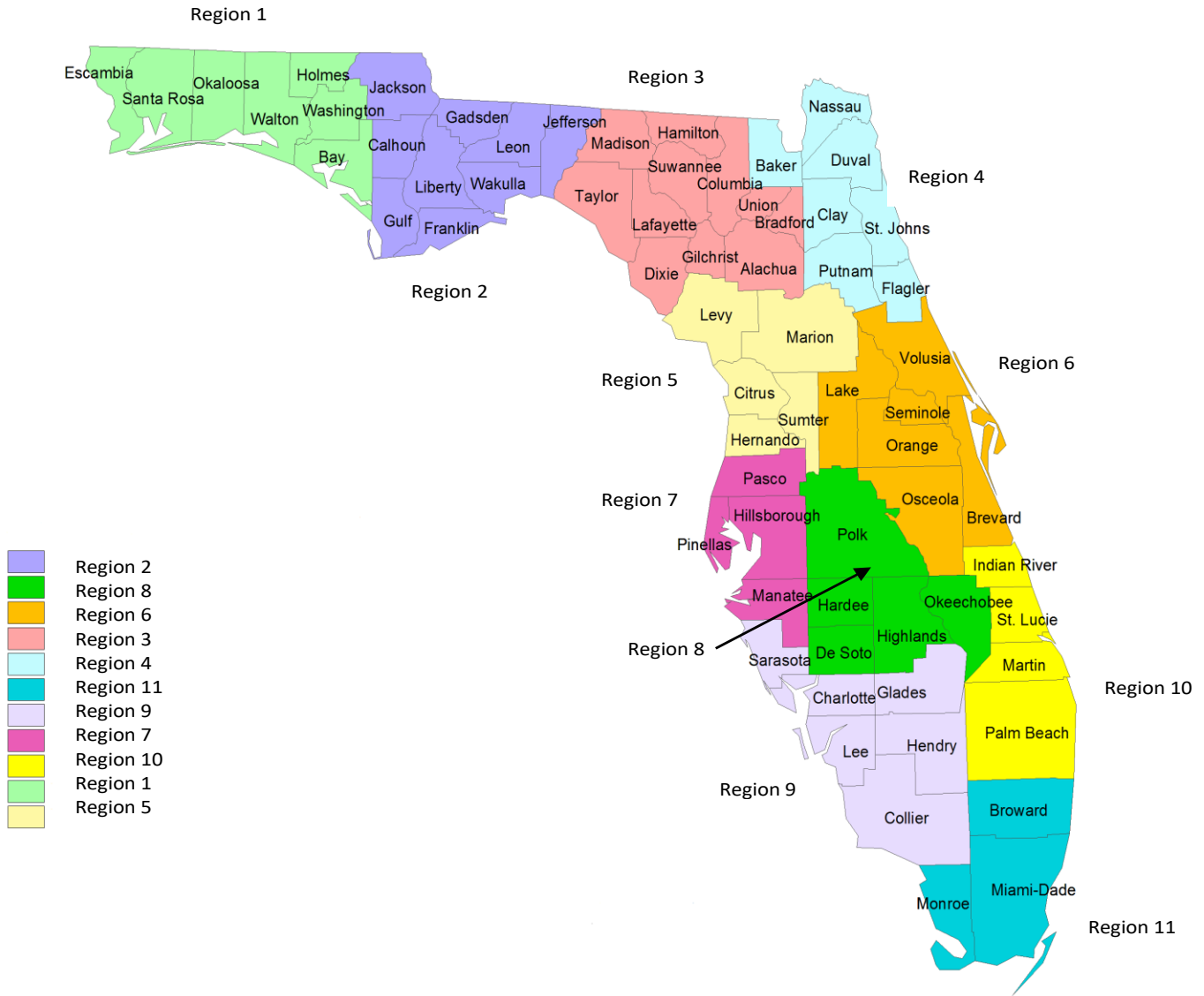
Security Guard Services (Required)

The Respondent may respond to one or more region. **The Respondent is not required to respond to all regions.** Pricing must be provided for all security guard positions (levels I-VI), service lengths (long term and short term), and hours (full time, part-time, and occasional) within each region for which the Respondent is offering a response. Please refer to the Scope of Work (Attachment C), Sections 4 (Operational Hours) and 6 (Position Descriptions) for definitions of positions, service lengths, and hours.

1. The Respondent is not required to submit a price in all yellow highlighted cells for all Regions. The Respondent must submit a price in all yellow highlighted cells for the region(s) for which the Respondent is proposing services.
2. All prices must be in U.S. Dollars (\$USD; e.g. \$99,999.00), and price ranges will not be accepted. The price shall be completed to two decimal places; amounts cannot include fractions of cents (e.g. \$0.005).
3. The Cost Proposal (Attachment H) establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
4. For the Respondent to be considered for an award in a region, the Respondent is required to submit pricing for all security guard positions, service lengths, and hours within in the region(s) they are proposing to offer services for both the Initial Term and Renewal Term. The Department will not consider or evaluate a proposal for any region that fails to provide pricing for all security guard positions, service lengths, and hours within in a region for both the Initial Term and Renewal Term.
5. Prices shall be based on meeting or exceeding the material specifications in the Scope of Work (Attachment C).
6. Respondents will not be deemed nonresponsive if they do not offer pricing for ancillary equipment.

Ancillary Equipment (Optional)

The Respondent is not required to provide pricing for ancillary equipment. No points will be awarded based on information provided in this section. Please note that the Respondent will **not** be able to offer any ancillary equipment for which pricing is not provided.



**Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services**

Respondent Name

Initial Term Pricing

Security Guard Services (Required)

***** Please read the 'Instructions' tab prior to completing and submitting the Cost Proposal (Attachment H). *****

Service Description	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
---------------------	-----------------	----------	----------	----------	----------	----------	----------	----------	----------	----------	-----------	-----------

Long Term Commitment: One or more years

Full Time: 35 to 40 hours per week

Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											

Part-Time: 1 to 34 hours per week

Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											

Occasional: Days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.

Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											

**Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services**

Respondent Name

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

**Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services**

Respondent Name

Initial Term Pricing

Ancillary Equipment (Optional)

***** Please read the 'Instructions' tab prior to completing and submitting the Cost Proposal (Attachment H). *****

Service Description	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Vehicles - Bicycle	Hourly											
Vehicles - Golf cart	Hourly											
Vehicles - Automobile	Hourly											
Vehicles - SUV	Hourly											
Vehicles - 4WD truck	Hourly											
Vehicles - Bicycle	Daily											
Vehicles - Golf cart	Daily											
Vehicles - Automobile	Daily											
Vehicles - SUV	Daily											
Vehicles - 4WD truck	Daily											
Vehicles - Bicycle	Monthly											
Vehicles - Golf cart	Monthly											
Vehicles - Automobile	Monthly											
Vehicles - SUV	Monthly											
Vehicles - 4WD truck	Monthly											

**Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services**

Respondent Name

Renewal Term Pricing

Security Guard Services (Required)

***** Please read the 'Instructions' tab prior to completing and submitting the Cost Proposal (Attachment H). *****

Service Description	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
---------------------	-----------------	----------	----------	----------	----------	----------	----------	----------	----------	----------	-----------	-----------

Long Term Commitment: One or more years

Full Time: 35 to 40 hours per week

Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											

Part-Time: 1 to 34 hours per week

Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											

Occasional: Days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.

Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											

**Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services**

Respondent Name

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

**Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services**

Respondent Name

Renewal Term Pricing

Ancillary Equipment (Optional)

***** Please read the 'Instructions' tab prior to completing and submitting the Cost Proposal (Attachment H). *****

Service Description	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Vehicles - Bicycle	Hourly											
Vehicles - Golf cart	Hourly											
Vehicles - Automobile	Hourly											
Vehicles - SUV	Hourly											
Vehicles - 4WD truck	Hourly											
Vehicles - Bicycle	Daily											
Vehicles - Golf cart	Daily											
Vehicles - Automobile	Daily											
Vehicles - SUV	Daily											
Vehicles - 4WD truck	Daily											
Vehicles - Bicycle	Monthly											
Vehicles - Golf cart	Monthly											
Vehicles - Automobile	Monthly											
Vehicles - SUV	Monthly											
Vehicles - 4WD truck	Monthly											

Attachment I Technical Proposal and Technical Proposal Evaluation Criteria

The Respondent shall prepare and submit its Technical Proposal according to the criteria and instructions provided in this attachment. The Respondent should submit only one PDF document with fully searchable text and image features throughout the document.

Technical Proposal	Available Points
1. Experience	250
2. Proposed Solution	200
3. Human Resource Management	150
Total Available Points for Technical Proposal	600

1. Experience – 250 Available Points

Provide a narrative in the technical proposal that contains a detailed description demonstrating how many years of experience the Respondent has in providing Security Guard Services. A Respondent may demonstrate experience to include, but not limited to, providing references from clients and/or describing past projects. Evaluators will consider the following information when scoring the experience section.

The Respondent will be scored by the Department’s Evaluators based on their company’s number of years providing Security Guard Services

Proposals will be evaluated based on the following:

Evaluation Criteria	Points
Up to 3 years’ experience	61
3 to 6 years’ experience	124
7 to 10 years’ experience	187
10 plus years’ experience	250

2. Proposed Solution – 200 Available Points

Provide a proposal which fully describes in the Respondent’s solution for carrying out the Security Guard Services, as described in Attachment C – Scope of Work, for which the Respondent is submitting a Proposal. Provide information which demonstrates the Respondent’s ability to provide the services for which the Respondent is submitting a Proposal in accordance with the terms and conditions set forth in Attachment C – Scope of Work.

Proposals will be evaluated based on the following:

Does the Respondent’s proposed solution demonstrate the Respondent’s ability to carry out the Security Guard Services for which Respondent is submitting a Proposal?

Evaluation Criteria	Points
Respondent’s proposed solution does not demonstrate an ability to provide the services for which Respondent is submitting a Proposal.	0

Respondent's proposed solution demonstrates a minimal ability to provide the services for which Respondent is submitting a Proposal.	66
Respondent's proposed solution demonstrates an intermediate ability to provide the services for which Respondent is submitting a Proposal.	133
Respondent's proposed solution demonstrates an exceptional ability to provide the services for which Respondent is submitting a Proposal.	200

3. Human Resource Management – 150 Available Points

Provide a proposal which fully describes the Respondent's standards for hiring and maintaining employment. Provide information which demonstrates the Respondent's process for interviewing employees, maintaining sufficient number of staff, and ensuring Contractor's employees adhere to the terms and conditions set forth in Attachment C – Scope of Work.

Proposals will be evaluated based on the following:

Does the Respondent's proposal demonstrate the Respondent's ability to provide sufficient numbers of qualified staff who will adhere to the terms and conditions set forth in Attachment C – Scope of Work?

Evaluation Criteria	Points
Respondent's proposed solution does not demonstrate an ability to provide sufficient numbers of qualified staff who will adhere to the terms and conditions set forth in Attachment C – Scope of Work.	0
Respondent's proposed solution minimally demonstrates an ability to provide sufficient numbers of qualified staff who will adhere to the terms and conditions set forth in Attachment C – Scope of Work.	50
Respondent's proposed solution satisfactorily demonstrates an ability to provide sufficient numbers of qualified staff who will adhere to the terms and conditions set forth in Attachment C – Scope of Work.	100
Respondent's proposed solution exceptionally demonstrates an ability to provide sufficient numbers of qualified staff who will adhere to the terms and conditions set forth in Attachment C – Scope of Work.	150

**Attachment J
Preferred Pricing**

REGARDING THE CONTRACT BETWEEN
_____ (THE "CONTRACTOR")
AND
THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
CONTRACT NO.: _____ DATED: _____ (THE "CONTRACT")

Pursuant to section 216.0113, Florida Statutes, the undersigned contractor hereby attests that the Contractor complies with the Preferred Pricing clause contained in Attachment B – Special Contract Conditions, subsection 3.2.2:

Print Contractor's Name: _____

By: _____
Signature of the Authorized Representative:

Date: _____

Print Representative's Name/Title:

STATE OF _____ COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, by
_____.

Signature of Notary
(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] Personally Known OR Produced the following I.D. _____

Vendor Name: _____ FEIN# _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City, State, and Zip code: _____
Phone Number: (____) ____ - ____ E-mail: _____

CORPORATE SEAL (IF APPLICABLE)

**Service Level Agreement
Attachment K
Security Guard Services
SLA No.**

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

The Parties enter into this SLA pursuant to State Term Contract No.: 92121500-19-01 in accordance with the terms and conditions of the solicitation.

The Parties therefore agree as follows.

SECTION 1. TERM

1.1. Initial Term

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

1.2. Renewal Term

Upon written agreement, the SLA may be renewed in whole or in part for a period that will not exceed the initial term of the state term contract by more than 12 months pursuant to section 26 of the PUR 1000 and must be provided at the applicable pricing specified in the state term contract. Any renewal is contingent upon the satisfactory performance of the Vendor and subject to the availability of funds.

SECTION 2. SLA DOCUMENT

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

- 2.1.1. This SLA Document
- 2.1.2. State Term Contract No. 92121500-19-01

SECTION 3. CONTRACT ADMINISTRATION

3.1. Contract Manager

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

Name:
Title:
Company:
Address:
Telephone:
Email:

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

**Service Level Agreement
Attachment K
Security Guard Services
SLA No.**

amendment to the Contract.

3.2. Contractor Representative

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

Name:
Title:
Company:
Address:
Telephone:
Email:

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

- 4.1. [insert if applicable: Bilingual Guards who speak English and Spanish in accordance with Attachment C, Scope of Work]
- 4.2. [insert if applicable: Ancillary Services as defined in Attachment C, Scope of Work]
- 4.3. [insert if applicable: Requirement to submit job descriptions to the Customer in accordance with Attachment C, Scope of Work]
- 4.4. [insert if applicable: Designated method for submitting required reports in accordance with Attachment C, Scope of Work]
- 4.5. [insert if applicable: Terms for Contractor's call service center signage specifics e.g. design, material, quantity, posting location, etc. in accordance with Attachment C, Scope of Work]
- 4.6. [insert if applicable: Agency specific required trainings in addition to the requirements in Attachment C, Scope of Work, Section 13]

SECTION 5. FACILITIES/LOCATIONS

Customer facilities covered by this SLA shall be set forth in SLA Exhibit A – Facility List. During the term of the Contract, the Customer shall have the right to add and/or delete facilities covered by this SLA by updating Exhibit A – Facility List and providing to the Contractor. Additions shall be priced based on the Contract pricing. Deletions shall result in a price reduction equal to the amount set forth in the Contract pricing. Addition and or deletion of other facilities shall be upon written mutual agreement of both Parties to Exhibit A – Facility List.

All changes, modifications, deletions or additions to the services that will result in any change must be requested and preapproved in writing by the Customer.

SECTION 6. TRANSITION PLAN

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

**Service Level Agreement
Attachment K
Security Guard Services
SLA No.**

SECTION 7. CUSTOMER FURNISHED ITEMS

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

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

SECTION 8. CONTRACTOR DELIVERABLES

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

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

8.1.1 [insert any additional deliverables as needed]

SECTION 9. PERFORMANCE MEASURES

- 9.1** [insert any Performance Measures required by the Customer as needed]

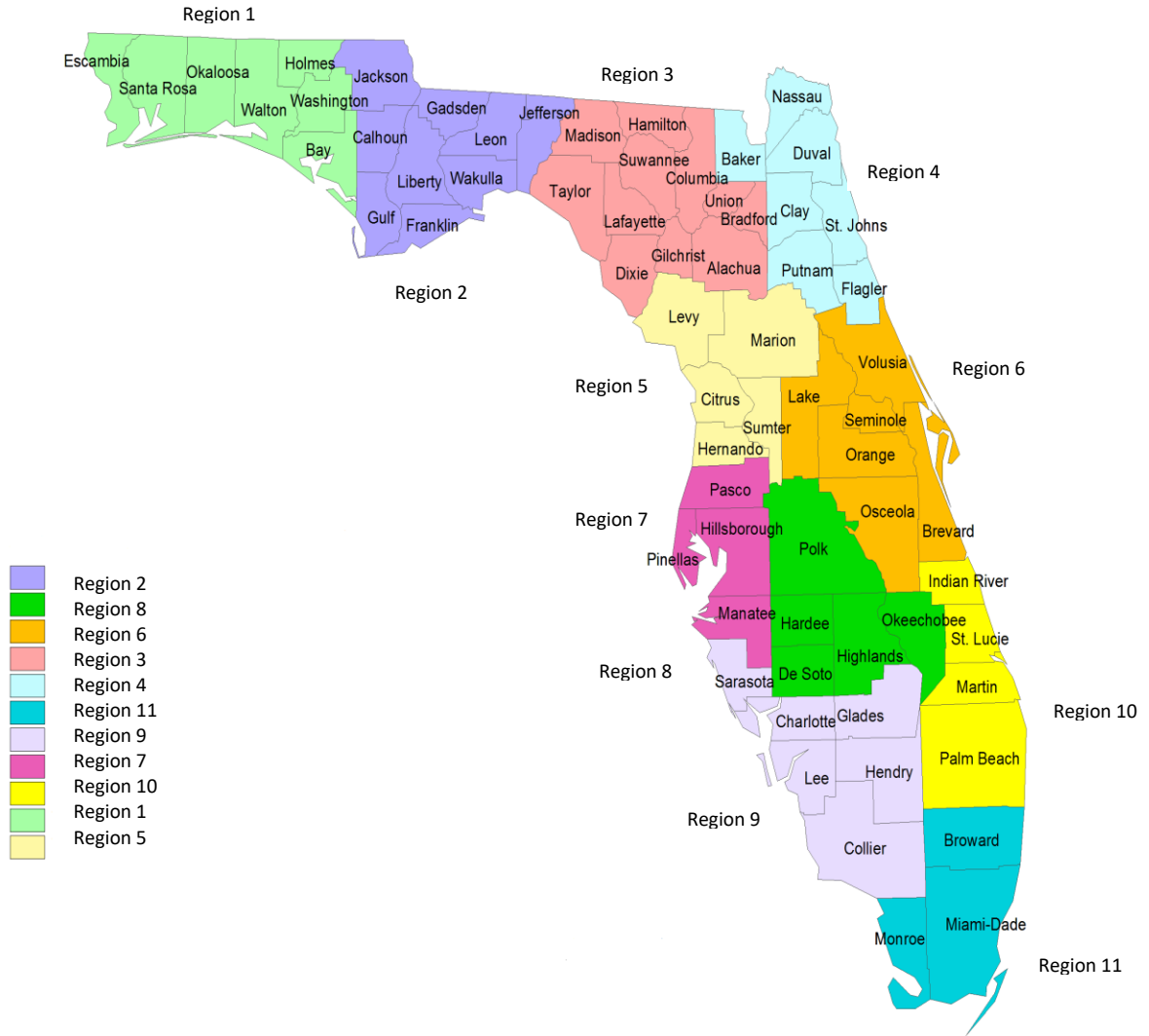


FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

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Attachment L: Region Map Security Guard Services





Veterans Security Corps of America
3020 North Federal Hwy, Bldg. 7C
Fort Lauderdale, FL 33306
Phone: (954) 731-5161 • FAX: (954) 652-1197
Email: vscguards.mh@gmail.com

EIN: 01- 0950649

Cage Code: 6ZDN4

NACIS 561612

DUNS: 962740572

RFP Response to:
Department of Management Services
Security Guard Services
Proposal Number: 92121500-19-A

Department of
**MANAGEMENT
SERVICES**



Procurement Officer
Attn: Nicole Walker,
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399
850-487-4196
Nicole. Walker@dms.myflorida.com

Veterans Security Corps of America.
Attn: George B. Beasley
3020 N. Federal Hwy, Bldg. 7C
Fort Lauderdale, FL 33306
1-888-986-4810

Due Date: 3, December 2019

Valid For 120 Days

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Phone: (954) 731-5161 • FAX: (954) 652-1197
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EXECUTIVE SUMMARY

Veterans Security Corps of America, (vsc) understand that upon notice of award will be responsible for providing the appropriated armed, unarmed, and patrol security (services) officers, fully qualified, trained, vetted, and licensed through the State of Florida. The company will provide background checks, drug screens and quality uniforms and equipment to all assigned personnel, before training begins. Department of Management Services will have the authority to approve or disapprove any candidate.

VSC is a Florida incorporated business, duly licensed, and insured to perform “consistent” security guard services in the State of Florida. The Company currently holds strategic partnerships with several State and Local Agencies where we perform unarmed/armed security services with the same scope function and magnitude as Department of Management Services. We understand that given the opportunity, our mission is to protect our Client’s Employees, Contractors, visitors, and property of Department of Management Services.

Based upon our knowledge, experience, past performance, and our commitment to excellent services. The company will provide uninterrupted “best practices” to Department of Management Services in accordance with (IAW) the Florida Department of Agriculture and Consumer Services, Orange County Sheriff’s office standards, and in compliance with long standing security industry past practices, policies, and procedures.

The Company acknowledge and accepts the conditions of the solicitation without exceptions or omissions. The Company anticipates being a responsible Partner with Department of Management Services in a highly exception manner for the duration of the agreement. The company has the experience, knowledge and skills gained over the 9 years necessary to manage the guard hours consistently and expertly per year and including any Emergency staffing and part-time on-call officers.

The company Executives has more than 100 years of security management experience.

Company Overview

I. Introduction

Our mission is to provide each individual or organization with the most qualified and professional security service. Veterans Security Corps of America (VSC), is a fully qualified Security Guard Company that has been providing security guard service throughout the State of Florida for over 10 years. VSC currently has several qualified bilingual employees and applicants on file with years of security, military, and police backgrounds specifically for this contract. VSC will also designate a Point of Contact who will act as the liaison between VSC and the contract POC, this person will be available 24 hours day 7 days a week. VSC currently uses a national Identified payroll company and has an unlimited line of credit, which allows for a smooth transition and alleviates any difficulties of guard retention.

II. Company Overview

Veterans Security Corps of America is a Florida based Minority Owned, disadvantaged owned Small Business, and has delivering elite security solutions to Local and governmental customers with a focus on quality, flexibility, and integrity. VSC has felt expedient growth se its inception, and pools experience and resources to serve both governmental and commercial customers. VSC possesses the financial resources, operational infrastructure, and expertise to successfully perform the services sought under the requirements of this request concerning Security Guard solutions for Department of Management Services in support of Security Operations. We are keenly aware of the need for enhanced Armed, Unarmed and Patrol solutions, and feel that our team can provide the highest level of service and quality The Florida Department of Management Services expects from its service providers. Having both current and prior experience serving in a multitude of roles as both a Prime and as a subcontractor in High Threat Security Areas. VSC has expanded from operating in a small office in Fort Lauderdale to becoming the premier Small Business Security Provider in Central Florida, with current operations across 11 Counties throughout the state. VSC is uniquely positioned to deploy qualified and immediate resources and assets to support the Department of Management Services. With operations throughout the state of Florida, the team has excelled and has tackled the challenges of providing a rapid response team with significant geographical challenges to meet the security needs of several federal and local government agencies.

III. Experience & Capabilities

VSC has the experience to provide an unparcelled level of Service to the Department of Management Services. As an Organization we have provided armed and unarmed Security and screening Services to multiple well-Known agencies and clients more than 10 years. Our company has encompassed these services in providing screening and security officer support to the Orange County Public Schools, Port Everglades & the Fort Lauderdale-Hollywood International Airport to name a few. While our clientele has provided us the very tools that are inherent in the execution of this contract our staff and their experience is no less impressive.

Mr. Beasley has served as a school resource officer, Broward County Sheriff, and a distinguished Service Veteran of the US Air Force. His experience and understanding of the requirements of the duties inherent in the execution of this contract, and further understanding of school policies and procedure in the conduct of business make his experience instrumental in the execution of this contract.

The sampling of employees is just a small portion of the assets that VSC can bring to Florida Division of Management Services, and its staff. Our ability to adjust to ever changing demands and requirements is what has made us a successful organization

IV. Organizational Leadership

The Executive Management Team works in conjunction with supervisors and the security force to provide effective contract management. All management members meet and exceed the qualifications necessary to perform required services and place emphasis on teamwork to accomplish the primary goal. To ensure fiscal and programmatic integrity, our executive management team ensures staff members carry out established policies. The following are key executive management team members

Kevin A. Williams, President & CEO

Kevin Williams has seventeen (17) years in the security and protective services industry managing all aspects of physical security. A HBCU graduate in Education from Bethune-Cookman University. He holds a master's degree in Educational Leadership from NSU. As Chief Executive Officer he oversees the design, marketing, promotion, delivery and quality of programs, products, and services. He makes recommendations for budget approvals and manages the organization's resources to ensure consistency and productivity. Mr. Williams ensures that the organization stays astute to contractual agreements and forges positive business relationships to ensure future growth.

Nathaniel Wood Jr., Executive Vice President,

Nathaniel Wood (NAT) joined VSC in 2009 as the Director of Training. Mr. Wood has brought over 30 years of training, experience, and education from law enforcement, probation, parole, corrections, safety, and security management. Mr. Wood has a Master of Science degree in Counseling Education and Human Services Systems and a Bachelor of Science degree in Administration of Justice, Law Enforcement, and Corrections. Mr. Wood has used his extensive education to train more than 500 GSA qualified guards. A Vietnam Veteran, honorably discharged from the Marine Corps, Mr. Wood served as a Tank Commander for the 1st Tank Battalion, 1st Marine Division. Mr. Wood's exemplary career history has been based on ethics, integrity, and high standards having worked for various Fortune 500 Companies.

George B. Beasley, Sr Vice President

Mr. Beasley is a Vietnam Veteran, honorably discharged from the United States Air Force. Mr. Beasley is a graduate of Broward Community College Police Academy, Fort Lauderdale, Florida, and holds an Associate of Science in Criminal Justice. Mr. Beasley worked as an Accident Investigator for six (6) years for the Fort Lauderdale Police Department and served as a Deputy Sheriff for the Broward County Sheriff's Office for over 24 years. Mr. Beasley is responsible for implementing policies and evaluating the performance of various departments to ensure the

company's short and long-term objectives are met. Mr. Beasley is also responsible for the overall administration, marketing, and public relations. He is involved in the approval of major expenditures and determines marketing and sales agendas for the company. In addition, he has coordinated major projects such as the South Regional Courthouse, Fort Lauderdale/Hollywood Airport, Broward Mass Transit, and the Broward Hospital District. Mr. Beasley currently holds a "B" License for the State of Florida Security Agencies and a "MB" license from the State of Florida Security Management

V. Organizational Structure

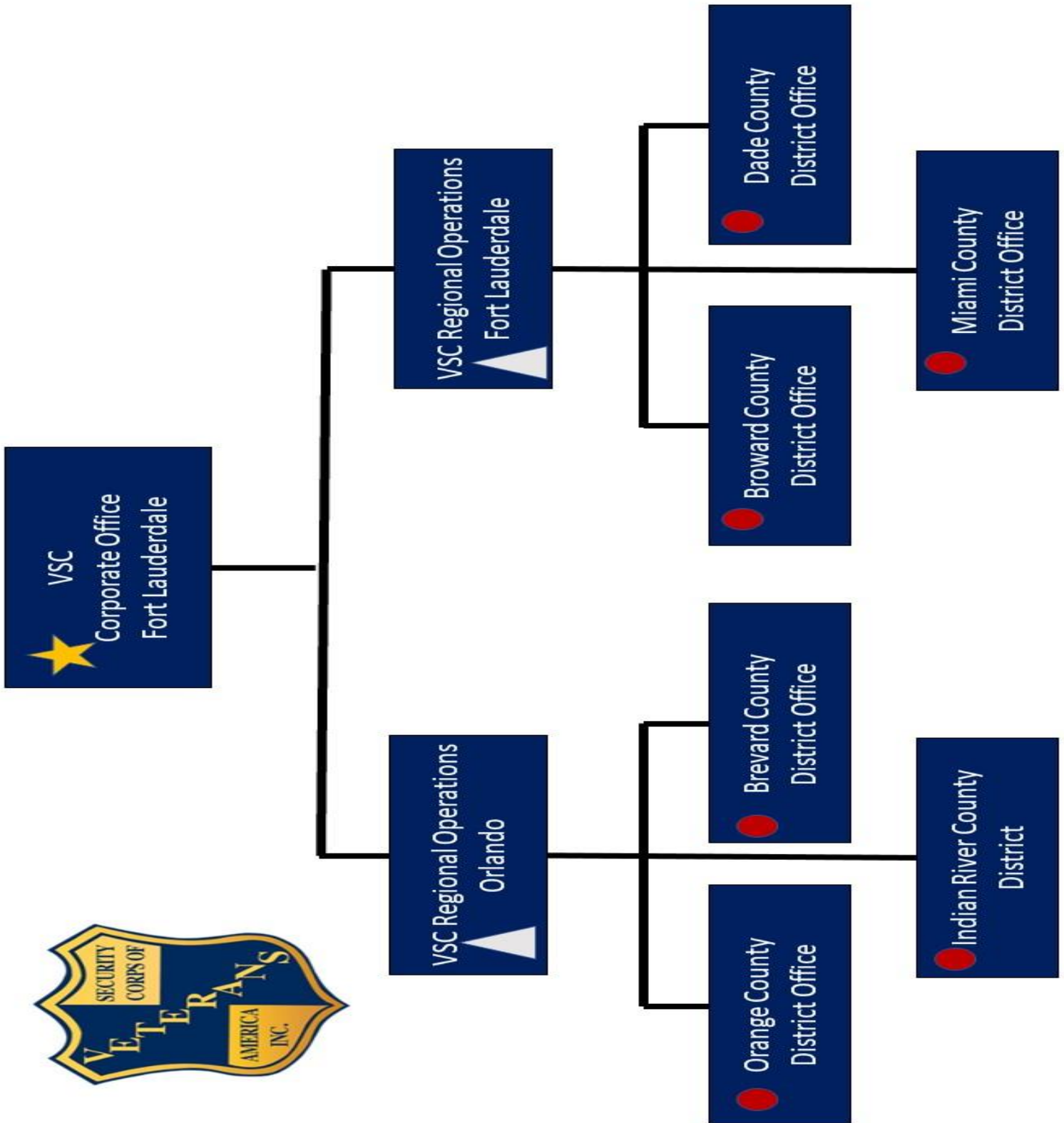
Commercial Services Division-

Standard throughout our commercial Services Division, all personnel throughout the state of Florida have at a minimum 5 years' experience in Security operations. Every officer has met or exceeds the state of Florida compliance standards. Each officer is fully equipped to the standards the client set forth in their requirements

a. Government Services Division (GSD)

Our government Services Division, led by Mr. Dean Young, encompasses all aspects of Security, with each guard exceeding the standards set forth by the Florida Department of Agriculture and FSS 493. Each officer has must be mentally and morally fit to serve in this division and must pass a Federal Protective Service background check to be considered for employment with the Government Services Division. These officers face the most difficult and demanding selection process cumulating between both corporate standards and Federal Security Standards.

VI. Organizational Chart



VII. Past Performance

<u>Client</u> Orange County Public Schools	<u>Service Provided</u> Armed/Unarmed Screening Services	<u>Total Hours</u> 3,500 Annual	<u>Location</u> 445 W. Amelia Street Orlando, FL 32801
<u>POC Name</u> Cassandra Cattani	<u>POC Email</u> Cassandra.cattani@ocps.net	<u>Date of Service</u> 07/18- present	<u>Phone:</u> (407)317-3200 EXT. 200-2446
<u>Client</u> Brevard County Commissioner	<u>Service Provided</u> Unarmed Guard Services	<u>Total Hours</u> 37,000 Annual	<u>Location</u> 2725 Judge Fran Jamieson Viera, Fl 32967
<u>POC Name</u> Richard J. Dees	<u>POC Email</u> richard.j.dees@brevardfl.gov	<u>Date of Service</u> 07/2018/Present	<u>Phone</u> (321) 633-1801
<u>Client</u> Indian River Public Schools	<u>Service Provided</u> Unarmed Guard Services	<u>Total Hours</u> 52,000 Annual	<u>Location</u> 6055 62d Ave Vero Beach Fl 32967
<u>POC Name</u> Jaymie Hearndon	<u>POC Email</u> Jaymie.hearndon@indianriverschools.org	<u>Date of Service</u> 2015-Present	<u>Phone:</u> 772-564-5050
<u>Client</u>	<u>Service Provided</u>	<u>Total Hours</u>	<u>Location</u>
<u>POC Name</u>	<u>POC Email</u>	<u>Date of Service</u>	<u>Phone</u>
<u>Client</u>	<u>Service Provided</u>	<u>Total Hours</u>	<u>Location</u>
<u>POC Name</u>	<u>POC Email</u>	<u>Date of Service</u>	<u>Phone</u>

VIII. Special Conditions

VSC has read and understands the requirement set forth in the 92121500-19-A Security Guard services.

- a. We understand this is a Five-Year Firm Fixed Price Contract
- b. DMS reserves the right to renew any or all prices terms and conditions.
- c. DMS reserves the right to extend the contract in addition to any renewal options
- d. Minimum Requirements
- e. VSC is not Suspended from the Florida Vendors list
- f. Our organization has the financial capability and experience as well as personnel
- i. resources to execute this contract

VSC will provide within 48 hours a Letter of authorization to Department of Management Services to bind our organization and we will lude an organizational statement detailing the roles and responsibilities of each party as a part of our contractual obligation

IX. Approach

Veterans Security Corps of America has been providing security services throughout Southern Florida for over 10 Years, our proven approach to Security has allowed us to grow quickly over this short period of Time. We started with one small contract in Fort Lauderdale, with three personnel. Since that first day we have developed and honed our abilities to grow into 11 separate counties throughout the state of Florida. The key to this success has been our management approach and our execution of numerous contracts to both commercial and governmental clients. These experiences make us a prime choice for the Department of Management Services to perform duties on this contract.

Our approach is simple in its execution. In the event of Award, VSC will incorporate its already proven management capabilities. This will be accomplished by redeploying key staff in the areas of operation, and in some case reassigning some current staff, by which reducing phase in periods, and recruiting needs for this contract. We will also be allocated and reassign some resources such as vehicles, and uniforms, as well as communications equipment to each region to prevent any degradation in our capabilities to perform on this contract. Once established, information will be transmitted in a linear fashion between each region and the Corporate Operations Manager to ensure that we are functioning as the well-oiled machine we have currently in place. Essentially all Regional Project Managers will report to the Program Manager, Who will in turn Report to the Corporate Operations Manager. The Corporate Operations Manager will in turn Send any and all information or changes to the project managers as issued by the State or the Client.

Training Managers will Report directly to the Corporate Training Manager and give weekly update briefs to the Project Manager for the specific region assigned. This will insure operational control and firm leadership control of all functions inherent in the execution of this contract.

Equipment: Equipment will be pre-deployed to each sector, to ensure that timely and accurate response is always available, and that our officers are present the professional appearance that is VSC. Vehicles and other equipment will initially be stored at one of Two locations at Corporate main Headquarters in Fort Lauderdale, and at the Orlando Regional Office. This will be adjusted based on award of additional zones, and vehicles will be moved to additional offices as needed or required by award of this Contract.

X. Operational Hours *(Reference Pg1, Section 4&4.1)*

Veterans Security Corps of America maintains business offices located at 125 International Parkway Suite 134 Heathrow Florida. This office will continue to function during the duration of this contract although expansion into a larger Suite is anticipated. Veterans Security Corps of America maintains business office staff from 6 A.M – 9 P.M. Daily. Emergency staff is available via telephone 24/7. All hours listed are based on eastern Standard Time. Our office is closed on Holidays, but personnel are available in the event of Emergency at (254)227-7546.

a) Provision of Security Services (Reference Pg. 1 Section 4.2)

Veterans Security Corps of America Understands that all services outlined in the RFP are based on the needs of the customer and may vary based on location and seasonal requirements. Veterans Security Corps of America further understands that some sites may further vary their hours from one hour of service to 24 hrs. of service per any given day. The Department of Management Services has clearly defined these requirements in the RFP and as such we understand and accept the terms outlined in section 4.2 of the RFP.

b) Restriction of Services Provided by Security Personnel (Reference Pg. 2 Sections 4.3 &4.4 of the RFP)

Veterans Security Corps of America, as a standard business practice, already follows the guidelines outline in section 4.3 & 4.4. We do not, and will not, allow any officer at any time, to work more than 40 hours per week, unless so authorized by the State of Florida in writing. Further, we will also not allow any officer to perform more than 12 hours of duty during any given 24-hour period under any circumstances, except in the event of an emergency. Emergencies are defined as anything that is outside the control of Veterans Security Corps of America IE weather Conditions, serving as a prime example of an emergency. It will be the responsibility of Veterans Security Corps of America to ensure that the facility manager is notified or designated point of contact in the event of an emergency. We further ensure that we will seek an advance waiver in the event of every occurrence.

XI. Licensing

a) Organization (Reference Pg. 2 Section 5.2)

Veterans Security Corps of America currently Maintains a License in good standing with the Florida Department of Agriculture Licensing Division and has met all licensing requirements outlined in F.S.S. 493. Our License can be viewed at the following hyperlink listed below:

Florida Department of Agriculture Licensing Division:

b) Officer

- a) Veterans Security Corps of America will ensure that all officers are duly licensed in accordance with FSS 493 for the position for which they are assigned throughout the life of this contract. All Officers and staff must maintain their license in their possession during the execution of their duties
(Reference Pg. 2 Section 5.1)
- b) Veterans Security Corps of America will ensure during the life of the contract and all renewal periods that all officers and our organization remain licensed IAW FSS 493. We will provide Copies of all training and certifications to the Department of Management Services upon request at any time during the execution of our duties.
(Reference Pg. 2 Section 5.3)
- c) Veterans Security Corps of America. acknowledges that if any personnel from Veterans Security Corps of America is found to be unlicensed in the performance of their duties it is grounds for Immediate termination of the Contract.
(Reference Pg. 2 Section 5.4)
- d) All Veterans Security Corps of America 's Security Guard Personnel assigned to perform duties under this contract will have at a minimum one year of experience or equivalent experience prior to assignment to perform any duties under this contract.
(Reference Pg. 2 Section 5.5)
- e) Veterans Security Corps of America's Personnel assigned to a supervisory role will meet or exceed the requirements outlined in this RFP. Each supervisor will meet or exceed at least 3 years of active security guard experience
(Reference Pg. 2 Section 5.6)
- f) In the event that an officer fails to meet the annual training requirement of FSS 493, or has a situation that causes loss of license it is the responsibility of the Veterans Security Corps of America team to notify the Department of management services in writing within one day of such event, and we are required by the contract to insure that a duly licensed replacement is available within a mutually agreeable time frame.
(Reference Pg. 2 Section 5.7)

XII. Defined Positions (Reference Pg.2-3 Section 6.1-6.7)

Veterans Security Corps of America will meet all requirements outlined in the defined duty Positions listed below and will provide additional resources if any officer is not readily available to provide services to the client. All replacement officers will meet the same qualifications of those listed below for the position to which they are assigned. All reference to background in Law enforcement means employment as current law enforcement officer

Security Guard Level I: An unarmed individual with a Florida Department of Agriculture and Consumer Services Class “D” Security Guard license. a minimum of (1) year prior experience as a Class “D” licensed security guard is required. A (1) Year background in law enforcement may be substituted for prior years of experience.

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. A two (2) year background in law enforcement may be substituted for prior years of experience.

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. A two (2) year background in law enforcement may be substituted for prior years of experience.

Security Guard Level IV: An armed Officer 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.

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 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.

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, managing site- supervisors.

Emergency Response Security Guards: These are licensed Security Guards, either armed or unarmed, who provide services when a governmental entity has issued an Executive Order. An Unarmed Emergency Response Security Guard will have a Florida D. Security Guard License. An Armed Emergency Responses Guard will have a Florida D & G License. B6 will provide Emergency Response Security Guards available as specified by executive order or at customers 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.

XIII. Task/ Deliverables *(Reference Pg.2 Section 7.1-7.7)*

a) Deliverables

Ref.	Deliverable	Timeline	Distribution
7.1	Furnish trained and qualified armed and unarmed Security Guards to provide services as requested by the Customer. Services will be continuous, regardless of weather, disaster, and/or threatened or actual organized labor actions.	Daily	VSC Director Operations Govt Contracts Officer
7.2	Provide supervision of Security Guards, as required by the Customer’s SLA	Daily	VSC HQ Director Operations Govt Contracts Officer
7.3	Requiring Security Guards enforce the Customer’s and ’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.	Daily	VSC, HQ Director Operations Govt Contracts Officer
7.4	Designating a single point of contact to be the liaison for the State and Veterans Security Corps of America staff to handle the day-to-day operations	Upon Contract Award	VSC, HQ Director Operations Govt Contracts Officer
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 lude, 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	30 Days after award	VSC, HQ Director Operations Govt Contracts Officer

	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	Upon Award	VSC, HQ Director Operations Govt Contracts Officer
7.7	Maintain a duty roster of all Security Guards and security management employees, to be provided to the Customer monthly. 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.	Daily	VSC, HQ Director Operations Govt Contracts Officer
7.8	Ensure all Security Guards display a picture I.D. when working at a Customer's site.	Daily	VSC, HQ Director of Operations Project Managers Supervisors

Security Guard Task *(Reference Pg.4-6 Section 7.9.1-7.9.20)*

Ref	Deliverable	Occurrence	Responsibility
7.9.1	Maintain discipline, excellent appearance in accordance with Section 12 of this Scope of Work, professional demeanor, integrity, and attention to duty	Daily	Security Officer
7.9.2	Review and administer the Customer's site security Procedures, instructions, and post orders.	Daily	Security Officer
7.9.3	Review and administer the Customer's site security procedures, instructions, and post orders.	Daily	Security Officer
7.9.4	Review and comply with the applicable Customer standards of conduct and ethics.	Daily	Security Officer
7.9.5	Perform site surveillance (by either foot or vehicle).	Daily	Security Officer
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.	Within 24 Hours of ident	VSC Operations Managers Security Officer
7.9.7	Ensure Security Guard maintains files for security-related documentation at each security station (Post Orders, Site-Specific instructions, training materials, etc.)	Daily	VSC Operations Managers Security Officer
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 the work performed in the emergency 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, Veterans Security Corps of America will not be penalized for any regular daily work task not completed by the Security Guard due to their participation in such emergency activities	As needed basis	VSC Operations Managers Security Officer
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	Daily	Managers Security Officer

7.9.10	Assist Customer staff in the execution of testing a facility's Fire and Life Safety Program.	As Needed Basis	Managers Security Officer
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.	Daily	Security Officer
7.9.12	Monitor alarms, surveillance screens, and recording devices. This lude 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.	Daily	Security Officer
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.	Per ident	VSC Operations Managers Security Officer
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.	Twice Hourly	Security Officer
7.9.15	Inspect exterior doors for proper lock down at the facility's set closing time.	Daily	Security Officer
7.9.16	Where applicable, ensure availability as required for special events and situations where Customer provides VSC with 24 hours advanced notice. will ensure availability of Emergency Response security guards in accordance with subsection 6.7. VSC ensures availability of Full & Part-time security Guards Levels I-IV where customer provides VSC with 72 hours' notice.	24 Hours Advance Warning	VSC Operations Managers Security Officer
7.9.17	Be capable of responding to any on-site call received within five (5) minutes.	5 minutes of ident	Security Officer
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 Veterans Security Corps of America upon Contract execution.	Daily	Managers Security Officer
7.9.19	Read and become familiar with applicable State of Florida and Customer's security policies and procedures, to lude evacuation procedures	Daily	All VSC Staff
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.	As Needed	VSC Operations Managers Govt Contract Officer

XIV. Standards of Employment (Reference Pg. 6, Section 8)

Veterans Security Corps of America has a very stringent hiring policy and selects only the most qualified applicants. Our Hiring Process in many cases exceeds the minimum standards set forth in the RFP. All Officers assigned to this contract will maintain these minimum standards throughout the life of the contract, including any renewal term. The customer or DMS will have full access to our records regarding employees servicing this contract and will have the right to reject any employee it deems unqualified.

Minimum Hiring Standards: The Department requires Veterans Security Corps of America's Security Guards meet or exceed the minimum standards set forth below before assignment to the premises:

Minimum Selection Requirements *(Pg.6-7 Reference 8.1.1-8.1.7 & 8.1.9)*

- Pass Drug Screening
- Pass National Background Check, **(No Cost to Client)**
 - 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).
 - Conducted by Professional Nationally recognized Firm or Law Enforcement Agency
 - Available to Client or DMS upon request
- Pass all other requested background checks IAW client SLA
- Pass a Reading & Writing Test (reportable to Customer or DMS upon request)
- Complete all required training
- Read, Write, and Speak English, Bilingual Guards will be available upon Request, and outline by client SLA
- Pass E-Verify Check

Required Employment Documents *(Reference 8.1.1-8.1.7 & 8.1.9)*

- State issued identification card
- Valid and active driver's license if assigned to drive a motor vehicle to provide security guard services.
- Valid Security License prior to placement *(Ref FSS 493,5N-1) Pg.7, Section 8.1.6)*

Post Hiring Criteria *(Reference Pg. 8, Section 8.3)*

- Complete all required training
- Complete all training for municipality or state
- Pass Physical Fitness Test (as required by client)

Minimum Standards of Conduct *(Reference Pg. 8, Section 8.1.11-8.1.15)*

- Maintain a well-developed level of maturity necessary for professional interaction.
- Maintain a neat, clean, well-groomed, and professional appearance while providing services in accordance with Section 12 of this Scope of Work.
- Act in accordance with the terms and conditions of the Contract and the Customer SLAs.
- Be familiar with, and ensure the facilities follow, all existing standards, codes, rules, and regulations. Report to Customer any failures or insufficiencies in the delivery of any service.
- Be responsive at all levels of service to meet Customer needs.

Corporate Standards of Conduct

- All Veterans Security Corps of America meet and in some cases exceed the hiring practices and standards relevant federal and state employment laws.

(Reference Pg.7, Section 8.2)

- Veterans Security Corps of America maintains a written policy for 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). Our Policies are very comprehensive outlining the drug and alcohol testing program. Every employee is provided an employee handbook and briefed prior to hire the standards for employment. These policies are available to the Department of Management Services or client upon request.

(Reference Pg. 7, Section 8.3)

- Veterans Security Corps of America Guards found in violation of the Veterans Security Corps of America ’s written policy, including personnel who return a positive test on a drug screen in violation of Veterans Security Corps of America Security’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 Veterans Security Corps of America Security to timely provide replacement services at the Customer location. The Veterans Security Corps of America will be required to comply with and enforce this policy, with respect to the Veterans Security Corps of America ’s employees, as part of employment.

(Reference Pg.8 Section 8.4)

- Veterans Security Corps of America will hold accountable any staff in possession of property belonging to the Department, Customer, or another person without the permission of the rightful owner of such property. In the event an individual under our organization is found to be in possession of any such property they will be terminated effective immediately. Veterans Security Corps of America further understands theft is a very serious issue and if an employee of our organization is found in violation of this clause we are to cease providing services under this Contract and it will be the responsibility of Veterans Security Corps of America to provide timely replacement services.

(Reference Pg.8 Section 8.5)

- Veterans Security Corps of America understands that the customer reserves the right to contact local authorities at any time to conduct reasonable searches of security personnel, to lude privately owned vehicles, while on client property. All searches are to be conducted within the confines of Local and state laws. permissible under applicable state and local laws.

(Reference Pg.8 Section 8.6)

- Veterans Security Corps of America Personnel will Remain on post during the duration of their shift and will not at any time abandon their post during their tour of duty. They will only be authorized to depart their place of duty upon being properly relieved or authorized by the customer or Contract Officer. All officers will bring their lunch and consume it at the duty desk.

(Reference Pg.8 Section 8.7)

XV. SLA *(Reference Pg.8 Section 9.1)*

For those awarded regions of service, as set forth in the Contract, where Veterans Security Corps of America can offer Security Guard Services to Customers, Veterans Security Corps of America is required to enter 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, Veterans Security Corps of America 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 an 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 Veterans Security Corps of America. 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 an SLA are only applicable to that SLA and shall not be construed as an amendment to this Contract. Veterans Security Corps of America agrees it will not subcontract any of the Security Guard Services it provides pursuant to this Contract.

Contractor Requirements: *(Reference Pg.8-9, Section 9.2-9.2.3)*

Veterans Security Corps of America understands that each SLA may require different standards as to time required for service, type officer needed to perform duties. We understand that we are required to complete the items listed below regardless of site:

- Provide supervision of security guards, as required by the Customer’s SLA.
- 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.
- Ensure that security guards perform all services in accordance with written instructions provided by the Customer’s SLA.

Minimum Contents of all SLA’s *(Reference Section 9.3, a, b, c, d, e, f)*

Veterans Security Corps of America understands that all SLA’s Regardless of location will contain at a minimum the items listed Below:

- Term of services, not to exceed the term in the Contract
- Contact information, including the Contract Manager, primary and secondary emergency call procedures
- Additions to the Contract SOW (if applicable)
- Deliverables

- Performance Measures
- Customer specific terms and conditions

Changes Modifications to SLA’s (Reference Pg. 9 Section 9.4)

It is the understand of Veterans Security Corps of America that any and all changes, modifications, deletions, or additions of any SLA will be in writing. Prior to any changes or deletions, it is further understood that we must mutually agree to the changes or deletions prior to any such change, modification, deletion, or addition taking effect, unless otherwise stated in the SLA.

Termination of SLA (Reference Pg. 9 Section 9.5)

Upon termination of any SLA or the termination of this Contract, Veterans Security Corps of America 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 Veterans Security Corps of America ’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.

XVI. Customer Service

a) Point of Contact Requirements (Reference Pg.9 Section 10.1)

<u>Financial Operations</u>	<u>Corp Operations</u>	<u>Contract Administrator</u>
George B Beasley Sr Vice President Email: vscguards.gb@gmail.com (954) 731-5161 Cell: (954) 868-2849	Dean E. Young Director of Operations Email: dyoung@strategic-sg.com (954) 731-5161 Cell: (254) 227-7546	Mike Howell Program Manager Email: vscguards.mh@gmail.com (954) 731-5161 Cell: (386) 315-1961

b) 24/7 POC (Reference Pg.9, section 10.2)

Veterans Security Corps of America 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.

<u>Organization</u>	<u>Toll Free Number</u>	<u>Availability</u>
Veterans Security Corps of America	1-800-436-5538	24x7x365

c) **Response Time** *(Reference Pg.9-10 section 10.3)*

The Sow requires our team to respond in one hour to any customer report of failures, insufficiencies, or other concerns in the delivery of Security Guard Services.

d) **Contractual Customer Issue Resolution** *(Reference Pg.10 section 10.4)*

Veterans Security Corps of America will resolve in a prompt manner any and 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.

e) **Failure to meet Requirements** *(Reference Pg.10 section 10.5)*

If Veterans Security Corps of America believes that it will be unable to fulfill the requirements of the any SLA, we will immediately notify the Customer and/or the Department's Contract Manager.

Inspections *(Reference Pg.10 section 11)*

Veterans Security Corps of America has a methodical approach to the implementation of its inspection policies. These inspections are additions to the task and deliverable outlined in Section 7 of the SOW. We understand the implication of failure to conduct sound and timely inspections of our personnel. We will be responsible and conduct all required inspections for each location daily and will ensure that our officers and their equipment set the high standards expected of being your security provider.

Inspection Responsibility *(Reference Pg.10 section 11.1)*

Veterans Security Corps of America, in preparation of award, has developed a chain of command to allow for a smooth seamless transition of personnel and staff. Our proposed organizational chart takes into consideration all leadership requirements. The Director of Government Services oversees the Program Manager assigned to the various SLA's and operates as the overall Manager of this contract. Designated Regional Managers are present in each zone for which we have requested to assume responsibility. These Regional Managers will conduct daily and unannounced inspections of staff and equipment. These inspections serve as a checks and balances to ensure that we are providing you, the customer, the best possible service, and outcome. Additionally, our in-house inspections will serve to ensure that all personnel meet and exceed your expectations as well as meet the compliance issue listed in the terms and conditions of the contract. The Customers SLA will further determine frequency of these inspection beyond our standards and we, as an organization, will adjust our standards to meet your needs in the event there is a difference in requirements.

[\(Reference Pg.10 section 11.1\)](#)

Inspection Reporting [\(Reference Pg.10 section 11.2\)](#)

Veterans Security Corps of America will ensure that all Inspections performed pursuant to the terms of this Contract will be documented. The observations from the inspections will be submitted monthly to the Customer Contract Manager.

Inspection Outcome [\(Reference Pg.10 section 11.3\)](#)

Veterans Security Corps of America will use the inspection reports and observations as tools to identify opportunity areas requiring improvement. This will serve to enhance the training aspects of our organization, allowing for additional training and testing for the Security Guard(s) needing improvement.

Uniforms and Equipment [\(Reference Pg.10 section 12.1\)](#)

Security Guards providing services under this Contract shall report to work in uniforms provided by, and paid for by, Veterans Security Corps of America, unless otherwise specified by the Customer in the SLA. All Security Guards shall be appropriately uniformed in accordance with section 493.6305, FSS. The uniform must clearly identify the employee as a Security Guard working for Veterans Security Corps of America and lude 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 Veterans Security Corps of America with notice of a security personnel reporting to work not in compliance with the terms set forth herein, and Veterans Security Corps of America shall provide an immediate replacement, as necessary, to avoid any lapse in coverage.

Nonuniformed Officers [\(Reference Pg.10 section 12.2\)](#)

If any Customer should require a nonuniformed Security Guard, the Customer will notify Veterans Security Corps of America Operations or Regional Manager in writing of the need. The Customer may also choose to waive the name badge requirement for those Security Guards.

Communications [\(Reference Pg.10-11 section 12.3\)](#)

Veterans Security Corps of America as a condition of this contract will equip all security personnel with multiple forms of communications equipment, to prevent loss of contact. These systems will be redundant in nature, and we will supply multiple platforms to meet this

requirement. This equipment will be used to communicate with their supervisor, their home office, 911, the local police, and the Customer’s Contract Manager. Current redundant communication equipment including with this proposal is listed below, but is not limited to:

Issued Equipment	Current Equipment	Description of Current Equipment	Type of Issue
Cell Phone	Verizon/Sprint/ATT	Standard Cell Service with long distance capability	Traditional
Two Way Radio	Peak Communications	Click to talk also serves as cell on a limited basis	Traditional

Additional Issued Communications Equipment

Additional Issue Equipment	Equipment Type	Equipment Description	Individual of Issue
Tablet	IPAD/Laptop	Digital Communications to allow for reporting and constant communication with Supervisors and Headquarters	Supervisors Regional Managers Director of Operations

Keys, Access Cards (Reference Pg.11 section 12.4)

Keys or access cards to the Customer’s property may be issued to Security Guards by the Customer for specific sites. Veterans Security Corps of America is responsible for securing and maintaining the keys or access cards in good working condition. Customers will replace lost keys or access cards at Veterans Security Corps of America ’s expense. Reports will be written by (Security Guard) on all lost keys or access cards.

Ancillary Vehicles (Reference Pg.11 section 12.5)

All Ancillary security vehicles, as set forth in Attachment H – Cost Proposal and Section 14 herein, requested by Customer are solely owned by Veterans Security Corps of America owned or leased, licensed, and insured. Vehicles used by the Veterans Security Corps of America that operated on Customer’s premises will prominently display the company’s name and telephone number on the exterior of the vehicle. All Security vehicles provided to Veterans Security Corps of America are operational, kept clean, and in good repair, and well always maintained. Veterans Security Corps of America will not hold the Customer responsible for any costs associated with the security vehicle(s). Parking terms for any security vehicles will be set forth in the SLA. Required insurance terms and conditions are already set in place for award and offered to the Customers through a Contract with the Department to provide ancillary service vehicles.

XVII. Insurance

Automobile Liability Insurance: (Reference Pg.11 section 12.5.1)

Veterans Security Corps of America currently maintains Automobile liability insurance, to include liability coverage, including coverage for liability contractually assumed, which shall cover all owned, non- owned, and hired autos used in connection with this Contract. All Coverages exceed the state required minimum and are listed below:

Contractual Insurance Requirement [\(Reference Pg.11 section 12.5.1\)](#)

Description	Required Coverage
Bodily injury	\$500,000 per individual Bodily injury
Property Damage	\$1,000,000 per accident Property Damage
Comprehensive	\$1,000,000 /Non-Deductible Collision
Collision	Collision /Non-Deductible

VETERANS SECURITY CORPS OF AMERICA Current Coverage

Description	Required Coverage
Bodily injury	\$1,000,000 per individual Bodily injury
Property Damage	\$1,000,000 per accident Property Damage
Comprehensive	\$2,000,000 /Non-Deductible Collision
Collision	Collision /Non-Deductible

Self-Insurance: [\(Reference Pg.11 section 12.5.2\)](#)

Veterans Security Corps of America does not self-insure, and as such will not be providing any program to that effect to DMS. Please not current insurance coverage listed in previous paragraph Reference 12.5.1. All coverages exceed the required standards set forth by the State.

Customer Responsibilities: [\(Reference Pg.11-12 section 12.6\)](#)

The Customer will be responsible for making adequate workspace available for Veterans Security Corps of America at each facility. The Customer may furnish, without cost to Veterans Security Corps of America, materials, equipment, and space in connection with Veterans Security Corps of America performance of Security Guard Services. Such materials, equipment, and space will be detailed in the Customer’s SLA. Veterans Security Corps of America 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 Veterans Security Corps of America’s performance of Security Guard Services clean and will not damage the Customer’s space. Veterans Security Corps of America shall reimburse the Customer for any repairs to the Customer’s space necessary due to the fault of Veterans Security Corps of America or its

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.

Warranty: [\(Reference Pg.21 section 12.7\)](#)

Veterans Security Corps of America warrants that all services furnished under the Contract, and we shall hold free of defective material and workmanship for the life of the Contract, including renewal terms, and will be done to avoid noncompliance.

Damages: [\(Reference Pg.12 section 12.8\)](#)

In the event Veterans Security Corps of America 's staff should damage any Customer's equipment, Veterans Security Corps of America will, replace all equipment and/or materials lost, damaged, or otherwise unavailable due to the fault of our organizational staff, or agents or employees:

Fines: [\(Reference Pg.12 section 12.8.1\)](#)

It is the Understanding of our organization that we 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 Veterans Security Corps of America 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. It is understood that all such costs will be deducted from the Veterans Security Corps of America 's invoice.

Training [\(Reference Pg.12 section 13.1\)](#)

Veterans Security Corps of America will ensure that all training is completed prior to Security Guard Assignment to any facility associated with the contract. We will further ensure that training plans are submitted as well as training records associated with the employee to the contract manager on a quarterly basis.

Veterans Security Corps of America will assign a training coordinator to serve as the Single point of contact for the customers representative. The purpose of this training coordinator will ensure that adequate training is being conducted. All training conducted will be executed by a state certified trainer that carries a DI License with the Florida Department of Agriculture and meets all requirements outlined in FSS 493. This person will be a subject matter expert, and any cost associated with the training required will be the sole cost of Veterans Security Corps of America.

[\(Reference Pg.12 section 13.2\)](#)

A. Training Coordinator Responsibilities *(Reference Pg.12-13 section 13.2.1-13.2.10)*

The training Coordinator will serve as the single point of contact for all mandatory, and employee enhancement training throughout the life of this contract. He/She will be responsible all training related to licensing, special training, and site-specific training. The duties and responsibilities of the Training Coordinator are defined below.

- Will ensure all security officers receive ongoing training to maintain proper licensure in accordance with FSS493.
- All staff are properly trained in all customer initiatives, Customer Service, Code of Conduct, ethics, and conflict management, as well as sexual harassment.
- Staff Development to lude but not limited to staff development, licenses, permits, and certifications.
- Test Administration as determined by the customer, in the event of retraining he/she will be responsible for re-testing guard personnel.
- Conducting Americans with disabilities Act training (ADA), to lude service animal training.
- Conduct (EOP) Emergency Operations Training, this training will be specific to the facilities to lude building or property.
- Training Monitoring, ensuring that all Security guards complete 16 hours of orientation training related general high rise and mid-size building issues.
- Will ensure that each security guard receives sixteen hours of on the job training to lude customer designated training on an as needed basis.
- Ensuring that Customer training is completed for all account managers as required.
- Serve as the single point of contact for the coordination of any specialized training that may be required. This training must be specified in each SLA. Cost of this training will be the financial responsibility of the client.

Training Management Chart



***a)* Mandatory Training (Reference Pg. 13, Section 13.4)**

Veterans Security Corps of America will ensure that all newly hired Security Guards & Supervisors receive the minimum training listed below at our expense and the client will not at any point be responsible for the Rehire training listed below.

(Reference Pg.13-14 section 13.4-13.4.21)

<i>Reference Number</i>	<i>Training Description</i>	<i>Frequency</i>
13.4.1	Orientation and basic security training related to general high-rise and mid-rise building issues.	Prior to Assignment
13.4.2	Patrol and observation techniques	Prior to Assignment
13.4.3	Report writing	Prior to Assignment
13.4.5	Customer service and public relations	Prior to Assignment
13.4.6	Fire safety and prevention	Prior to Assignment
13.4.7	Bomb recognition	Prior to Assignment
13.4.8	Conflict management	Prior to Assignment
13.4.9	Interpersonal skills	Prior to Assignment
13.4.10	Ident investigation	Prior to Assignment
13.4.11	Crime prevention	Prior to Assignment
13.4.12	Handling threatening/hostile individuals	Prior to Assignment
13.4.13	Handling violence in the workplace	Prior to Assignment
13.4.14	Computer operations	Prior to Assignment
13.4.15	Emergency call procedures to notify the police/sheriff department of appropriate authority	Prior to Assignment
13.4.16	Operation of a two-way radio, cellular telephone, or other device, to be able to call into Veterans Security Corps of America 's headquarters	Prior to Assignment
13.4.17	Emergency call procedures to notify the Customer of a Problem	Prior to Assignment
13.4.18	Procedure for identifying and handling suspicious packages	Prior to Assignment
13.4.19	Procedures for identifying and safely responding to bio-medical	Prior to Assignment
13.4.20	Cardiopulmonary Resuscitation (CPR), First Aid, Blood Borne Pathogens, and Automated External Defibrillator	Prior to Assignment
13.4.21	Americans with Disabilities ACT (ADA) training, to lude service animal training	Prior to Assignment
13.4.22	Emergency Operation Procedures (EOP) training specific to Customer's property/building	Prior to Assignment
13.4.23	Where required by customer, Veterans Security Corps of America supervised on-the-job training to lude Customer's designated trainings	Prior to Assignment

****All training conducted will be at the expense of Veterans Security Corps of America**

b) Mandatory Ongoing Training (Reference Pg.14 section 13.5-13.5.1.11)

Veterans Security Corps of America will ensure that each Security Guard shall also receive a minimum of four (4) hours of training every 12 months at the sole cost and expense of Veterans Security Corps of America. Subjects shall lude, but are not limited to:

Reference	Training Description	Frequency
13.5.1.1.	Customer service.	Annual
13.5.1.2.	Conflict management.	Annual
13.5.1.3.	Report writing	Annual
13.5.1.4.	Interpersonal skills, including sexual harassment training	Annual

13.5.1.5	ident investigation	Annual
13.5.1.6.	Crime prevention.	Annual
13.5.1.7.	Handling threatening/hostile individuals.	Annual
13.5.1.8.	Computer Operations	Annual
13.5.1.9	Fire prevention	Annual
13.5.1.10	Observation skills	Annual
13.5.1.11	Effective patrol techniques	Annual

c) Vehicle Operations Training (Reference Pg.14 section 13.6 &13.6.1)

Veterans Security Corps of America as a standard for all officers providing patrol services in support of company business operations are required to complete a defensive driving course. This standard will apply to the operation of all vehicles and officers assigned for mobile patrol throughout the life of this contract as outlined in the RFP under section 14.1

XVIII. Ancillary Equipment (Pg. 14, Section 14)

Veterans Security Corps of America will [provide ancillary Equipment in addition to Security Guards. All ancillary equipment will support the customers security guard services. All equipment required will be detailed in the Customer’s SLA and are limited to the following listed in section XVIII Below.

XIX. Vehicles (Reference Pg.14 section 14.1)

Veterans Security Corps of America understands that the equipment associated with providing security services to support the operations of this contract motorized and motorized may vary based on location. These vehicle range in type to lude Bicycles’, Golf Carts, automobiles, SUV, and 4WD trucks. Our understanding of this has allowed us to provide a competitive price for these services in Attachment H.

XX. Background Checks and Record Retention (Reference Pg.14 section 15)

All the Veterans Security Corps of America employees and agents performing work under the Contract will 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.

Self-Disclosure (Reference Pg.14 section 15.1)

Veterans Security Corps of America shall ensure that all persons have a responsibility to self-report within three (3) calendar days to Veterans Security Corps of America any updated court disposition regarding any disqualifying offense, regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). Veterans Security Corps of America shall immediately reassess whether to disallow that person access to any State of Florida premises or from directly performing services under the

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

Duty to Provide Secure Data *(Reference Pg.15, section 15.2)*

Veterans Security Corps of America 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. Veterans Security Corps of America 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.

Customer's Ability to Audit Screening Compliance and Inspect Locations *(Reference Pg.15 section 15.3)*

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

Record Retention *(Reference Pg.15-16 section 15.4)*

Veterans Security Corps of America 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 lude the substance of the screening results, only that the person has passed the screening. Veterans Security Corps of America 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 Veterans Security Corps of America to adhere to. Veterans Security Corps of America shall document and record, with respect to each instance of access to data:

- The identity of all individual(s) who accessed data in any way, whether those individuals are authorized persons or not;
- The duration of the individual(s)' access to data, including the time and date at which the access began and ended;
- 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
- 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.

Veterans Security Corps of America 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 including 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. Veterans Security Corps of America therefore agrees to credit the Customer the sum of \$1,000 for each breach of this subsection.

Staff Assignments (Reference Section 16.1)

Veterans Security Corps of America will maintain Security Guards and supervisors who are ready to assist the Customer immediately in the event of flood, fire, natural/man-made disaster, or any other emergency. Veterans Security Corps of America will further provide evidence of available utility/reinforcement Security Guards to the Customer's Contract Manager and Facility Manager when requested.

Veterans Security Corps of America will be responsible for creating a master schedule for Security Guards. This master schedule will be provided in accordance with a Customer's SLA and provided in writing to the customer when requested. Veterans Security Corps of America will ensure that all Officer requirements of this Contract have been met that all, prior to an Officer being assigned to a facility, whether a permanent employee or temporary replacement. The Customer reserves the right to interview all new permanent or temporary employees prior to placement. Veterans Security Corps of America 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.

(Reference Section 16.2)

Officer Substitution

Veterans Security Corps of America will maintain a group of substitute/alternate Security Guards trained on the Customer's facility for assignment as required. Veterans Security Corps of America will consistently supply an updated list of trained Security Guards to perform services at the Customer's facility on a quarterly basis or as requested by the Customer.

(Reference Section 16.3)

In the event an Officer is unable to perform any services as required, Veterans Security Corps of America will supply another Security Guard(s), as necessary, at no additional cost to the Customer. These actions are to ensure that all assignments are covered and performed.

(Reference Section 16.4)

Additional & Special Shifts (Reference Section 16.5)

Veterans Security Corps of America will provide coverage of additional shifts or special requests as approved by the Customer pursuant to this Section 5 at standard hourly billing rates

Staffing Requirements vs. Turn Over rate (Reference Pg. 16-17, Section 17.1)

It is the responsibility of the Veterans Security Corps of America 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. At no time will allowances granted to compensate for additional cost or personnel required to satisfy the staffing requirements in the event of illness, personnel absence, tardiness, or relief. Veterans Security Corps of America will 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. In the event of an officer taking approved leave we are required to provide the customer a (1) week advance notification. Veterans Security Corps of America will 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 an officer scheduled for duty is unexpectedly not available for a duty, Veterans Security Corps of America will ensure the Customer is provided a replacement in a timely manner to cover the shift. Veterans Security Corps of America understands that it will not be compensated for any additional services performed unless approved and authorized under separate agreement by the Customer.

Veterans Security Corps of America will 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. Veterans Security Corps of America 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 lude an instance where Veterans Security Corps of America employees are called in 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.

[\(Reference Pg. 17, Section 17.2\)](#)

Veterans Security Corps of America understands 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.

[\(Reference Pg. 17, Section 17.3\)](#)

Veterans Security Corps of America 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.

[\(Reference Pg. 17, Section 17.4\)](#)

Job Descriptions [\(Reference Pg. 17, Section 17.5\)](#)

If required by the Customer's SLA, Veterans Security Corps of America will submit job descriptions for all positions to be approved by the Customer's Contract Manager.

Continuous employment [\(Reference Pg. 17, Section 17.6\)](#)

Security Guard turnover rates are of primary concern to the Customer. Veterans Security Corps of America agrees to maintain a continuous effort to achieve minimal turnover rates. Turnover shall mean the number of Security Guards hired to replace those leaving or dropped from Veterans Security Corps of America 's work force. Turnover rates shall lude Security Guards who willingly leave

the company are laid off from the work force or are terminated for cause (not to lude personnel changes at the Customer's request).

Right of Refusal [\(Reference Pg. 17, Section 17.7\)](#)

Veterans Security Corps of America understand that the client reserves the right to reject any proposed employee whom the Customer deems is not qualified or fails to meet their standards.

Coverage *(Reference Pg. 17-18, Section 18)*

Veterans Security Corps of America is responsible for maintaining enough 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, Veterans Security Corps of America will shall hire and pay a duly qualified off-duty Florida law enforcement officer to cover the shift at no additional cost to the Customer.

An off-duty Florida law enforcement officer will provide services wearing a law enforcement issued uniform.

XXI. Security Guard Supervision *(Reference Pg. 18, Section 19)*

Veterans Security Corps of America will provide assigned operations manager(s) to assure adequate supervision of all Veterans Security Corps of America ’s personnel. All Veterans Security Corps of America Management personnel have earned their position serving in previous positions of similar responsibility with numerous agencies. Some of the agencies our staff has worked with are the US Department of Defense, FBI, DEA, and Numerous other Federal Agencies. All Managers have a verifiable proven record of performance. We further understand that in the event there are questions to the qualifications of our management staff, further action on the part of the Client may be necessary to establish a Manager’s qualifications. It is understood that the Client reserves the right to have the Customer’s Contract Manager interviewed any manager prior to assignment.

Proposed Organizational Management Chart



Operations managers' duties/responsibilities shall lude, but are not limited to, the following:

Reference	Management Responsibilities

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.

Reporting and Documenting Procedures *(Reference Pg. 18. Section 20.1)*

Veterans Security Corps of America will supply all monthly written reports in a timely fashion to the Customer on key matters, but not limited to cost minimization activities, service exception reports, satisfaction and performance surveys, periodic service request, and monthly call center logs (with issue status reports) at a minimum.

Veterans Security Corps of America will prepare and provide the client a monthly roll up report outlining all security related activities and crimes that occurred at each site. These reports will lude Specific charts, tables, and summaries based on the ident and will be including These reports will in turn be an annual requirement and turned in annually as required by the customer on the anniversary date of the contract *(Reference Pg. 18. Section 20.2)*

Veterans Security Corps of America understands that if a firearm is discharged, individual is injured, or a major criminal act or any other event that occurs. That we are required to complete an extraordinary ident report.

Veterans Security Corps of America will complete An Extraordinary Single Incident Report when a firearm is discharged, someone is injured, or a major criminal act or significant event occurs. Security Guards will consult with Contract supervisors to determine when a special report may be required. An ident that requires an Extraordinary Single ident Report will also be verbally reported by Veterans Security Corps of America to the Customer's Contract Manager and/or Facility Manager immediately after the ident occurs, with a preliminary report provided to the Customer's Contract Manager and Facility Manager the same day the ident occurs. A finalized Extraordinary Single ident Report will be provided to the Customer's Contract Manager and Facility Manager within one (1) business day of the ident occurring. *(Reference Pg. 18. Section 20.3)*

Reports Submittal *(Reference Pg. 18. Section 20.4)*

Veterans Security Corps of America will submit all Reports in a timely manner, and in accordance with table Reports/Documents Submission Timeline to the Customer

outlined in the Scope of Work and these reports will be provided to the Customer per their method of choice as described in their SLA.

On a monthly basis, Veterans Security Corps of America will 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 Veterans Security Corps of America's hiring process, Veterans Security Corps of America will be responsible for screening prospective employees to certify to the Customer in writing that each new employee has met the minimum requirements of this Contract. Veterans Security Corps of America will use and will 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.
[\(Reference Pg. 19. Section 20.5\)](#)

Any unusual and/or significant events occurring during a shift (for example a flood, fire, stabbing, homicide) will be summarized by the Security Guard in the post logbook maintained at each facility for identification of the principle 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. Veterans Security Corps of America will 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.
[\(Reference Pg. 19. Section 20.6\)](#)

Veterans Security Corps of America will 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.
[\(Reference Pg. 19. Section 20.7\)](#)

Veterans Security Corps of America will issue quarterly reports to the Customer detailing a professional observation of current security practices. Veterans Security Corps of America will, if applicable, recommend any changes to the current security practices. Any recommended changes may or may not be implemented at the discretion of the Customer.
[\(Reference Pg. 19. Section 20.8\)](#)

In the case of any action or unusual incidents, the Customer's Contract Manager will be notified by the Security Guard or their Supervisor, 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.
[\(Reference Pg. 19. Section 20.9\)](#)

Security Guards shall log in and out of each facility.
(Reference Pg. 19. Section 20.10)

XXII. Contractor Responsibilities

Administration (Reference Pg. 19-20. Section 21.1)

Veterans Security Corps of America, in the execution of this contract, will provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all requirements outlined in the scopes of work it. Veterans Security Corps of America accepts, and will have sole responsibility for the supervision, daily direction, control, payment of salary to lude (withholding of income taxes and social security), and any benefits for its personnel. Veterans Security Corps of America will remain accountable to the Customer for the actions of its personnel throughout the life of the contract.

a) Veterans Security Corps of America Management Responsibilities *(Reference Pg. 20. Section 21.1)*

Veterans Security Corps of America 's management responsibilities lude, but are not limited to, the following:

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

Holidays (Reference Pg. 20. Section 21.2)

Veterans Security Corps of America will Observe the Holiday Schedule outlined in Section 21.2 of the RFP. We will further observe any preceding Friday as a holiday if a holiday were to fall on a Saturday. If a holiday falls on a Sunday we will observe the

following Monday as a holiday as outlined in the RFP and in accordance with F.S.S 110.117. We understand that if there are any additionally observed holidays, we will have those outlined in the SLA upon award.

Observed Holidays

- 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

XXIII. Routine Communication (Reference Pg. 20. Section 21.3)

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, it is the responsibility of Veterans Security Corps of America to update the attachments and submit these changes to the Department’s Contract Manager. All 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.

XXIV. Contract Reporting (Reference Pg. 20-21. Section 21.4)

Veterans Security Corps of America will report information on orders received from Customers associated with this contract. Veterans Security Corps of America will submit reports to the Department’s Contract Manager in accordance with the following schedule:

RFP Reference	Document	Timeline	Distribution
Pg. 21 Section 21.4	MFMP Transaction Fee Report	Calendar month	Fifteen (15) calendar days after the end of each month
Pg. 21 Section 21.4	Quarterly Sales Report	State’s Fiscal Quarter	Fifteen (15) calendar days after close of the period
Pg. 21 Section 21.4	Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period
Pg. 21 Section 21.4	Preferred Pricing Affidavit	Annual	Contract anniversary date
Pg. 21 Section 21.4	Proof of Insurance	Annual	Upon policy renewal

MFMP Transaction Fee Report (Reference Pg. 21. Section 21.5)

Veterans Security Corps of America 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, Veterans Security Corps of America will 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" located on the MFMP website. In the event we need further assistance with Transaction Fee Reporting Veterans Security Corps of America will contact the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

Quarterly Sales Reports (Reference Pg. 21-22. Section 21.6)

Veterans Security Corps of America will 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/quarterlysalesreportformat

The Department reserves the right to require Veterans Security Corps of America 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 Veterans Security Corps of America of being found in default that may result in Contract termination. Initiation and submission of the quarterly sales report are the responsibility of Veterans Security Corps of America without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, Veterans Security Corps of America must submit a report stating that there was no activity. If Veterans Security Corps of America fails to submit three consecutive quarterly sales reports, this will 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.

Diversity Report (Reference Pg. 22. Section 21.7)

Veterans Security Corps of America will report to each Customer totals spent with certified and other minority business enterprises. These reports shall lude 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.

Ad-hoc Report (Reference Pg. 22. Section 21.8)

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

Business Review Meetings (Reference Pg. 22. Section 21.9)

To maintain the partnership between the Department and Veterans Security Corps of America, each quarter the Department may request a business review meeting. The business review meeting may lude, but is not limited to, the following:

- Successful completion of deliverables
- Review of Veterans Security Corps of America ’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.

XXV. Financial Consequences

a) Assessment Period (Reference Pg. 22-23, Section 21.10)

Veterans Security Corps of America understands that financial consequences listed below may be assessed daily for everyone that fails to perform his/her duties or failure to submit reports in a timely manner to the satisfaction of the DMS/customer. And will apply these penalties to each period covered beginning in the first month or quarter of the contracts performance and each month or quarter thereafter.

Performance Metric	Description	Period Covered	Financial Consequences for Non-Performance; Per Occurrence
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 Veterans Security'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, Veterans Security Corps of America 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

Payment withholding *(Reference Pg. 22-23, Section 21.10)*

If our organization has failed to perform or comply with the guidance of this contract it is understood that the state or customer reserves the right to withhold payment. The actions of the state or its customers are not considered penalties for nonperformance.

Price adjustments *(Reference Pg. 23, Section 21.11)*

Our organization understands that all pricing will remain in effect for a minimum of 12 months after the start date of initial or renewal term of the contract. We will not request a price adjustment for any reason at any point earlier than one year after the start date. If a price increase is requested it will not be above the Producer price index the NACIS CODE 561612.

We will ensure that if a price increase is requested we will submit in writing a written justification to the contract manager. This letter will outline justification for the price increase and understand that an increase in PPI is not the sole reason for requesting approval. If we request a price increase during the execution of the contract we will ensure that it does not exceed 3%

XXVI. Contract Transition Plan *(Reference Pg. 24, Section 21.12)*

We understand in the event of expiration or termination of the contract that we will ensure a sound and timely transition between Veterans Security Corps of America responsibilities. To It is further understood that all expenses related to transition are the sole responsibility of our

organization, and the incoming organization, and the state will bear no financial responsibility in this effort.

Purchasing Card *(Reference Pg. 24, Section 21.13)*

Veterans Security Corps of America understands that the state of Florida has transitioned to a purchasing card platform, and strongly support the transition from traditional payment means to a more modern form of payment. We accept the State of Florida credit card platform and understand that it is mandatory during the term of this contracting the event that any changes to our current system of payment acceptance is required we will adjust within 30 days of notification as outlined in the RFP.

XXVII. Attachment Acknowledgment

Attachment B

VSC understands and will comply with all Special Conditions Outlined in the RFP in the execution and compliance of our duties as a security provider for the Department of Management Services, and the clients. We will further comply with the following:

- | | |
|---|--|
| a) Rule 60A-1.002(7), F.A.C. Form PUR 1000. (Definition) | r) Occupational Safety and Health Act |
| b) Section 287.057(13), F.S. (Renewal) | s) Section 215.422, F.S. (Ombudsman) |
| c) Section 216.0113, F.S. (Preferred Pricing) | t) Rule 60A-1.045(5), F.A.C. (Cooperative Purchasing) |
| d) Section 112.061, F.S. (Travel) | u) Chapter 119, F.S. (Termination of Contract) |
| e) Section 287.0582 F.S. (Annual Apportionment) | v) Section 119.011 (2), F.S. (Statutory Notice) |
| f) 287.057 F.S. (Transaction Fee) | w) Sections 119.0701(2)(b) & 119.011(2) F.S. (Acting on behalf of a Public Agency) |
| g) Rule 60A-1.031, F.A.C (Assessed Transaction Fee) | x) Section 688.002 or 812.081 F.S. (Protection of Trade Secrets) |
| h) Section 413.036, F.S. (Respect) | y) 35 U.S.C. § 101 (Patentable Discoveries and Inventions) |
| i) Section 287.042(1) AND 946.515, F.S. (Pride) | z) 11.062 and 216.347, F.S., (Lobbying) |
| j) Section 274A (Conduct of Business) | X) Section 5.6 (Audits) |
| k) Provisions outlined in 287.058(1)(a)-(c) and (g), F.S. (ADA) | y) Section 13.1 (Background Checks) |
| l) Chapter 47, F.S. (Dispute Resolution) | z) Section 13.2 (E-verify) |
| m) Title XXXVI, F.S. (State Registration) | aa) Section 13.1 Disqualifying Offenses |
| n) Sections 287.42, 287.133, and 287.134, F.S. (Suspended Convicted, and Discriminatory Vendors List) | bb) Section 13.3 (disqualifying Offenses) |
| o) Section 287.135(5), F.S. (Scrutinized Companies) | cc) Sections 381.004, 384.29, 392.65, and 456.057, F.S. (Confidentiality) |
| p) Section 20.055(5), F.S. (cooperation with IG & Records Retention) | dd) Section 14 (Warranty) |
| q) Section 215.422, F.S. (Risk Loss) | |

We as an organization further acknowledge all data contained herein and will abide by the rules and regulations of the Local, County, State, and Federal Government.

Attachment D- Special Instructions for Respondents

VSC has read and understand all the requirments and training associated with Section D of the RFP and is following all associated required Training.

- | | |
|--------------------------------|-----------------------------|
| a) MFMP Sourcing | e) Open Status |
| b) MFMP Registration | f) Pending Selection Status |
| c) MFMP Sourcing Posting Phase | g) MFMP Training |
| d) Preview Status | h) MFMP Assistance |

XXVIII. Addendum Acknowledgement

VSC acknowledges all addendums listed on the DMS VMS Page. We have read and understands all changes, as well as Questions and answers listed in the addendums. We acknowledge all addendums listed below.

Addendum 1- RFP Timeline Revision

Addendum 2- RFP Timeline Revision

Addendum 3- RFP Timeline Revision

Addendum 4- RFP Timeline Revision and Questions & Answers

Addendum 4- Exhibit 1

Technical Proposal and Technical Proposal Evaluation Criteria

The Respondent shall prepare and submit its Technical Proposal according to the criteria and instructions provided in this attachment. The Respondent should submit only one PDF document with fully searchable text and image features throughout the document.

Technical Proposal	Available Points
1. Experience	250
2. Proposed Solution	200
3. Human Resource Management	150
Total Available Points for Technical Proposal	600

1. Experience – 250 Available Points

Provide a narrative in the technical proposal that contains a detailed description demonstrating how many years of experience the Respondent has in providing Security Guard Services. A Respondent may demonstrate experience to include, but not limited to, providing references from clients and/or describing past projects. Evaluators will consider the following information when scoring the experience section.

The Respondent will be scored by the Department’s Evaluators based on their company’s number of years providing Security Guard Services

Proposals will be evaluated based on the following:

Evaluation Criteria	Points
Up to 3 years’ experience	61
3 to 6 years’ experience	124
7 to 10 years’ experience	187
10 plus years’ experience	250

2. Proposed Solution – 200 Available Points

Provide a proposal which fully describes in the Respondent’s solution for carrying out the Security Guard Services, as described in Attachment C – Scope of Work, for which the Respondent is submitting a Proposal. Provide information which demonstrates the Respondent’s ability to provide the services for which the Respondent is submitting a Proposal in accordance with the terms and conditions set forth in Attachment C – Scope of Work.

Proposals will be evaluated based on the following:

Does the Respondent’s proposed solution demonstrate the Respondent’s ability to carry out the Security Guard Services for which Respondent is submitting a Proposal?

Evaluation Criteria	Points
---------------------	--------

Respondent's proposed solution does not demonstrate an ability to provide the services for which Respondent is submitting a Proposal.	0
Respondent's proposed solution demonstrates a minimal ability to provide the services for which Respondent is submitting a Proposal.	66
Respondent's proposed solution demonstrates an intermediate ability to provide the services for which Respondent is submitting a Proposal.	133
Respondent's proposed solution demonstrates an exceptional ability to provide the services for which Respondent is submitting a Proposal.	200

3. Human Resource Management – 150 Available Points

Provide a proposal which fully describes the Respondent's standards for hiring and maintaining employment. Provide information which demonstrates the Respondent's process for interviewing employees, maintaining sufficient number of staff, and ensuring Contractor's employees adhere to the terms and conditions set forth in Attachment C – Scope of Work.

Proposals will be evaluated based on the following:

Does the Respondent's proposal demonstrate the Respondent's ability to provide sufficient numbers of qualified staff who will adhere to the terms and conditions set forth in Attachment C – Scope of Work?

Evaluation Criteria	Points
Respondent's proposed solution does not demonstrate an ability to provide sufficient numbers of qualified staff who will adhere to the terms and conditions set forth in Attachment C – Scope of Work.	0
Respondent's proposed solution minimally demonstrates an ability to provide sufficient numbers of qualified staff who will adhere to the terms and conditions set forth in Attachment C – Scope of Work.	50
Respondent's proposed solution satisfactorily demonstrates an ability to provide sufficient numbers of qualified staff who will adhere to the terms and conditions set forth in Attachment C – Scope of Work.	100
Respondent's proposed solution exceptionally demonstrates an ability to provide sufficient numbers of qualified staff who will adhere to the terms and conditions set forth in Attachment C – Scope of Work.	150

**Attachment J
Preferred Pricing**

REGARDING THE CONTRACT BETWEEN
VETERANS SECURITY CORPS (THE "CONTRACTOR")
AND
THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
CONTRACT NO.: 92121500-19-A DATED: 30 Sept 2019 (THE "CONTRACT")

Pursuant to section 216.0113, Florida Statutes, the undersigned contractor hereby attests that the Contractor complies with the Preferred Pricing clause contained in Attachment B – Special Contract Conditions, subsection 3.2.2:

Print Contractor's Name: VETERANS SECURITY CORPS OF AMERICA

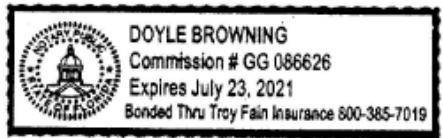
By: [Signature]
Signature of the Authorized Representative:

Date: 2 Dec 2019

Print Representative's Name/Title:
VP Govt OPS

STATE OF Florida COUNTY OF Leon

Sworn to (or affirmed) and subscribed before me this 2nd day of December, 2019, by
Dean Edward Young



[Signature]
Signature of Notary
(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] Personally Known OR Produced the following I.D. Texas Driver Lic.

Vendor Name: <u>VETERANS SECURITY CORPS OF AMERICA</u> FEIN# <u>010950649</u>
Vendor's Authorized Representative Name and Title: <u>DEAN E. YOUNG VP GOVT OPS</u>
Address: <u>3020 N. FEDERAL HWY Bldg 76,</u>
City, State, and Zip code: <u>FORT LAUDERDALE, FL 33306</u>
Phone Number: <u>(954) 271-5161</u> E-mail: <u>dyoung@strategic-sg.com</u>
CORPORATE SEAL (IF APPLICABLE)