


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth O. Williams 
Director of Procurement

DATE: June 27, 2017

SUBJECT: Authorization to Execute Cooperative Purchase Agreement with G4S Secure Solutions (USA) Inc., for Security Guard Services
Contract No. 001319

Board authorization is requested to execute an agreement with G4S Secure Solutions (USA) Inc. in the amount of \$227,052.00 to provide security guard services at CFX Headquarters Building. The contract term will be three years with two one-year renewals.

This will be a cooperative purchase (piggyback) agreement based on a contract between G4S Secure Solutions (USA) Inc., and the State of Florida for the same services which will allow CFX to take advantage of the favorable bid prices received by the State of Florida.

This contract is budgeted for in the OM&A Budget.

Reviewed by:



Claude Miller
Director of Maintenance



**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
SECURITY GUARD SERVICES
CONTRACT NO. 001319**

This Agreement is made this 13th day of July, 2017, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and G4S SECURE SOLUTIONS (USA) INC., whose address is 3452 Lake Lynda Drive, Suite 250, Orlando, Florida 32817, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of CFX, in order to carry out the powers granted to it (by state law);" and

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide security guard services at its Headquarters Building; and

WHEREAS, on or about December 15, 2014, the CONTRACTOR entered into an agreement with the State of Florida, Department of Managements Services, Division of State Purchasing, hereinafter "State," to provide the same services as required by CFX; and

WHEREAS, competitive bids seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with the State, State Term Contract No. 92121500-14-01, for the same services to be provided hereunder and CFX has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by the State; and

WHEREAS, the CONTRACTOR agrees to provide the services under substantially the same terms and conditions as included in its contract with the State, a copy of which is attached to this Contract, and such additional terms and conditions as detailed below.

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. RECITALS

The recitals are true and incorporated as terms.

2. ADOPTION OF TERMS IN THE STATE TERM CONTRACT

The parties adopt the terms and conditions in the Contract with the State (“the State Term Contract”) attached hereto, by reference as though set forth fully herein, subject to the following substitutions or revisions.

2.1 The term “Department” in the State Term Contract shall be replaced with the “Central Florida Expressway Authority.”

2.2 Paragraph 2 on page 1 entitled “Initial Contract Term” shall be replaced with the following: “This Agreement shall be effective for an initial term of three (3) years from the date of the Notice to Proceed, and shall continue, unless sooner terminated as provided hereunder with the option to extend the Agreement for up to two (2) additional one-year periods each by mutual written consent of both parties. The options to renew are at the sole discretion and election of CFX. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the Contract Term.”

2.3 Paragraph 4 on page 2 entitled “Statement of Work” shall be supplemented with the following: “CONTRACTOR agrees to provide the services set forth in the Memorandum from CONTRACTOR and Armed Security Scope of Services for the Price set forth in the Price Proposal, collectively marked as **CFX Composite Exhibit 1**.”

2.4 Paragraph 11 on page 6 entitled “Electronic Invoice” shall be deleted.

2.5 In Paragraph 13 on page 8 entitled, “Insurance Requirements”, the Central Florida Expressway Authority shall be an Additional Insured for the entire length of the Agreement.

2.6 In paragraph 13.5 on page 9 entitled “Certificates of Insurance,” the certificate holder’s name upon the certificates shall be the Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807.

2.7 In paragraph 15 on page 10 entitled “Intellectual Property,” the “State of Florida” shall be replaced with “CFX.”

3. SERVICES TO BE PROVIDED. The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Agreement in the manner and to the full extent as required by CFX.

4. COMPENSATION FOR SERVICES. Compensation shall be in accordance with the Price Proposal attached to this Agreement.

5. CONTRACTOR INSURANCE.

CONTRACTOR shall carry and keep in force during the period of this Agreement, the required amount of coverage as stated in the CONTRACTOR's State Term Contract.

Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

6. CONTRACTOR'S RECORDS.

The CONTRACTOR shall maintain records in accordance with generally accepted accounting practices to document its costs and expenditures under this Agreement. The CONTRACTOR hereby grants CFX and its duly authorized representative's permission to audit and review any and all of the CONTRACTOR's records pertaining to the Agreement. The CONTRACTOR shall furnish CFX all invoices and statements for which it requests reimbursement.

7. PERSONAL SERVICE CONTRACT.

This Agreement is not assignable by the CONTRACTOR without the expressed written consent of CFX.

8. ENTIRE AGREEMENT.

It is agreed that neither party has made any statement, promise or agreement, nor taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Agreement, or in any way that modifies, carries, alters, enlarges or invalidates any provision hereof.

9. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Agreement (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify CFX. Thereafter, CONTRACTOR shall follow CFX'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, CFX shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Agreement by CFX.

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 Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

1. Keep and maintain public records required by the public agency to perform the service.

2. 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 this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

4. 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.

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Agreement (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

10. PRESS RELEASES.

CONTRACTOR shall make no statements, press releases or publicity releases 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 under the Contract, or any particulars thereof, without first notifying CFX and securing its consent in writing.

11. PERMITS, LICENSES, ETC. Throughout the term of the Contract, CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

12. INSPECTOR GENERAL.

CONTRACTOR agrees to comply with Section 20.055(5), Florida Statutes, and agrees to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. CONTRACTOR agree to incorporate in all subcontracts the obligation to comply with Section 20.055(5).

13. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT.

Pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list." Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

14. LAWS OF FLORIDA; VENUE.

This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the *exclusive* jurisdiction of the courts located in Orange County, Florida.

15. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

16. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

17. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such

subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

18. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

19. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's dedicated management team or other individuals assigned to CFX shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed. CFX reserves the right to require replacement of any individual for any reason with or without cause.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by CFX's Board at its meeting on July 13, 2017.

APPROVED BY:

G4S SECURE SOLUTIONS (USA) INC.

By: _____

Print Name and Title

Attest: _____ (Seal)

Date: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Approved as to form and execution, only.

General Counsel for CFX

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Composite Exhibit 1

G4S Secure Solutions (USA) Inc.
3452 Lake Lynda Drive, Suite 250
Orlando, FL 32817
Telephone: 904.398.1640
Fax: 904.396.6716
www.g4s.com/us

MEMORANDUM

Claude Miller

Director of Maintenance

Central Florida Expressway Authority

4974 ORL Tower Rd

Orlando, FL 32807

On behalf of our dedicated staff in the G4S Orlando office, we appreciate the opportunity to partner with CFX. We look forward to discussing the next steps of the process and assist your management team with the development of a specialized site security plan.

The following highlights of our meeting are provided below:

- G4S recommends assigning armed Officers from our elite Custom Protection Officer® (CPO) division to the CFX headquarters facility.
- All security guards are former military or law enforcement, with extensive background checks and training
- G4S security guards will collaborate with existing CFX security staff
- Secure Trax software will be available to CFX management to monitor and track incidents, notify and report incidents and GPS location of guards
- Proposed coverage from 6 am to 6 pm (12 hours a day), Monday through Friday (5 days), 60 hours total. Please refer to the revised cost analysis submitted.
- No lapse in coverage throughout the shift. Security Officer will be available to respond to any emergencies during the Officer's thirty (30) minute working lunch breaks.
- Once contract is signed and Purchase Order has been provided, G4S will initiate the 30-day transition plan

In addition to the Scope of Work (SOW) submitted, the SOW has been revised to include the following additional added value services:

- Conduct training for active shooter situation, hostage situation, building security protocol
- Escort terminated employees from the building, confront belligerent or disorderly persons and remove from premises
- Review Evacuation Plans, Fire Drills
- Attend Safety meetings – discuss current security issues and develop action plans, e.g. leaving doors propped open, all vendors verifying identity
- Monitor future building security cameras (Anticipated Fall 2017)
- Officers will be First Aid, CPR and AED Certified



Composite Exhibit 1

Our goal is to develop a strong client partnership with CFX with an equal commitment to the success of the safety and security program. Our team of professionals will adopt your culture, values and protocols in order to provide a solution that is transparent and that allows for an environment that is free from worries around safety and risk. We will create open communication channels so that we may design and implement a customized solution focused on reducing risk and the continuous enhancement of the security program.

G4S' unique approach to security: In addition to our extensive experience, we are recommending our armed Custom Protection Officer® program for CFX which combines previous experience and advanced qualifications with expert training to ensure satisfaction and drive performance.

Accountability and Compliance – G4S has a proven track record of achieving contract requirements. G4S is accountable and transparent to our customers via KPIs and our G4S Insight customer web portal. Our armed security professionals perform on the front lines and the results are delivered to you in real time via our award winning Secure Trax® smart phone technology. Our local and regional management team is available 24/7 and the tenure of our management is unparalleled in our industry throughout the United States.

The G4S Orlando office is committed to providing the support services necessary to assure the officers perform at their highest level by providing:

- **A dedicated management team** and office to respond 24-hours-a-day, 7-days-a-week
- **Full line supervision 24-hours-a-day for emergency response**, unannounced post checks and assistance as required
- **24-hour dispatch** center to answer all calls and provide instant communication through our cellular radio network to road supervisors, site supervisors and local management
- **Proven Emergency Response** capabilities and resources of personnel, communication and equipment

We look forward to closely collaborating with CFX to develop an efficient security strategy that adds value and is in alignment with your short and long term objectives. If you have any questions or need any further information, please do not hesitate to contact me.

We look forward to serving CFX and to earning your support and business. If you have any questions or need any additional information, please contact me directly at (904) 398-1640 ext. 23.

Sincerely,

Erick Lallemand Sr.

Erick Lallemand Sr.
Manager Business Development
G4S Secure Solutions (USA) Inc.

Central Florida Expressway Authority
ARMED SECURITY SERVICES
Scope of Services
Rev: 6/16/2017

1. Purpose

This statement of work (SOW) is for armed security services to provide access control security services for the Central Florida Expressway Authority (CFX).

2. Assumptions

- Assumes 36 month duration from task work order execution.
- Assignments to be directed by the CFX Director of Maintenance (or assigned delegate) up to the funding limits estimated in this task work order.

3. Location of Work

G4S will provide armed security services at the Central Florida Expressway Authority Headquarters, located at 4974 Orl Tower Road, Orlando, Florida 32807.

4. Contractor Responsibilities:

4.1 Contractor will perform the following tasks:

- Provide armed Security Services at the times and location specified in this SOW.
- Provide Post Orders to CFX and the Security Officer(s) assigned at the CFX headquarters within thirty (30) days of issuance of this SOW and Purchase Order.
- Provide identified CFX employees with access to G4S Insight as requested.
- Maintain a dress code policy for Officers in accordance with Section 493.6305, Florida Statutes.
- Ensure the same Officer is regularly assigned to the CFX headquarters facility.
- In the event there is a scheduled absence, notify CFX at least 24 hours in advance of change in Officer.
- If there is an emergency and an Officer change has to be made, notify CFX as soon as possible.

4.2 Develop guidelines for the Security Officers:

- Prohibit the use of personal phone or electronic devices by Officers during the assignment, except lunch or emergency situations.
- Work overtime, as requested and authorized by CFX, when an individual's hours per week exceed forty (40) hours.
- Provide other security work as directed by CFX to include first aid, fire drills, active shooter drills and other emergencies that may arise.

4.3 Schedule and facilitate a monthly conference call:

- Provide report regarding Officer performance, G4S SecureTrax usage and Insight updates, Officer changes, identify any trainees, certification updates, and address any CFX concerns and comments.
- Satisfactorily perform assigned duties outlined in this SOW and Post Orders
- Administration and maintenance of all Officers payroll records, payroll processing, remittance of payroll and payroll taxes, including the provision of payroll time sheets and checks is the responsibility of the Contractor.

5. Deliverables:

Contractor will complete the following deliverables in the time and manner specified:

- Each Security Officer will arrive on time at their designated CFX location; in uniform, armed, and prepared with communication equipment (SecureTrax cell phone).
- Each Security Officer will be required to have a separate CFX identification badge maintained on their person while on duty.
- Have professional interaction with staff, employees and visitors.
- Supervise and escort visitors, outside vendors, and employees, as requested by CFX management.
- Report security incidents in SecureTrax within two (2) hours of incident.

In addition to the deliverables listed, additional services were discussed:


- Conduct training for active shooter situation, hostage situation, building security protocol
- Escort terminated employees from the building, confront belligerent or disorderly persons and remove from premises
- Review Evacuation Plans, Fire Drills
- Attend Safety meetings – discuss current issues and develop action plans, e.g.; leaving doors propped open, all vendors verifying identity
- Monitor future building security cameras (Anticipated Fall 2017)
- First Aid, CPR and AED Certified required for all Officers assigned to CFX

Project Management, QC and Administrative Services will be provided by Mr. Claude Miller, Director of Maintenance for CFX.

Invoices will submitted not more than once a month in a format acceptable to CFX.

G4S Price Proposal
to Provide Level III Armed Security Services
for the
CFX Headquarters Building
DMS State Term Purchasing

Composite Exhibit 1

Security Officer Personnel Assigned to CFX Headquarters: Custom Protection Officers® (CPO)		Weekly Hours	Estimated Annual Hours (3-Years)	Billable Hourly Rate	Weekly Cost	Holiday/Overtime Hourly Bill Rate	Annual Cost
Armed CPO Security Officers (6:00 AM - 6:00 PM)							
Access Control Officers		60	9360	\$23.83	\$1,429.80	\$33.36	\$223,048.80
Contingency "Occasional" Additional Hours Requested (Based on 40-hours annually)			120			\$33.36	\$4,003.20
Pre-Tax Totals		60	9480		\$1,429.80		\$227,052.00
Submitted To: Mr. Claude Miller Director of Maintenance Central Florida Expressway Authority 4974 ORL Tower Road Orlando, FL 32807							
Submitted By: Erick Lallemand Sr. Manager Business Development Central & North Florida Region G4S Secure Solutions (USA) Inc. 3452 Lake Lynda Drive, Suite 250 Orlando, FL 32817							



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

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

Between Florida Department of Management Services and Contractor

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

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

Accordingly, the Department and Contractor agree as follows:

1 Definitions

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

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

2 Initial Contract Term

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

3 Contract

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

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

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

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

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

4 Statement of Work

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

5 Contract Notices

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

6 Contract Administration

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

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

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

The following Contractor employee will serve as the contract administrator:

Name
Title
Company
Address
Phone
Email

7 Amendments

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

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

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

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

**Contractor
Name**

Kelley Scott, Chief Procurement Officer and
Director of State Purchasing

Name, Title

Date

Date