



**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 **Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC** (Contractor), collectively referred to herein as the "Parties."

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

Accordingly, the Parties agree as follows:

**I. Initial Contract Term.**

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

**II. Renewal Term.**

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

**III. Contract.**

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of this Contract. The Contract Attachments shall have priority in the order listed:

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

**State Term Contract No. 92121500-20-1  
For  
Security Guard Services**

**IV. Contract Management.**

**Department's Contract Manager:**

Frank Miller  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360.9X  
Tallahassee, Florida 32399-0950  
Telephone: (850) 488-8855  
Email: [Frank.Miller2@dms.myflorida.com](mailto:Frank.Miller2@dms.myflorida.com)

**Contractor's Contract Manager:**

Taylor McDonald  
Universal Protection Service, Inc.  
d/b/a Allied Universal Security  
851 Trafalgar Court, Suite 150 W  
Maitland, FL 32751  
Telephone: (954) 415-7419  
Email: [Taylor.McDonald@aus.com](mailto:Taylor.McDonald@aus.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**  
**Universal Protection Service, Inc.**  
**d/b/a Allied Universal Security**  
**Services, LLC**

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

\_\_\_\_\_  
**Tami Fillyaw**  
**Chief of Staff**

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

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

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**CONTRACTOR**  
**Universal Protection Service, Inc.**  
**d/b/a Allied Universal Security**  
**Services, LLC**

  
\_\_\_\_\_  
Andrew Daniels  
Vice President

\_\_\_\_\_  
March 5, 2020  
**Date:**

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

DocuSigned by:  
  
\_\_\_\_\_  
Tami Fillyaw  
Chief of Staff

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

## Attachment B Scope of Work (SOW)

### 1. Purpose

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

### 2. Commodity Code List

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

### 3. Overview

The Contractor will provide Security Guard Services for the awarded regions of service as set forth in the Contract. The Contractor shall ensure Security Guards and any provided Security Guard Services properly carry out the primary duty of safeguarding Customer employees, the general public, and the applicable property. The Contractor shall provide all labor, supervision, materials, and equipment necessary to perform and complete the services in all respects in accordance with this Contract and any Customer Service Level Agreement (SLA), referenced in SOW Section 9. The Contractor hereby warrants that all services shall be performed in a timely and professional manner and in accordance with the terms of this Contract and any Customer SLA.

### 4. Operational Hours

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

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

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

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

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

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

**Occasional:** Days, hours, and frequency of Security Guard Services provided to a Customer may vary. This type of length of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.

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

4.4 No Security Guard shall work more than twelve (12) consecutive hours, in any 24-hour period. This limitation may be waived by the Customer in emergency situations that are beyond the control of the Contractor, i.e., weather conditions preventing the next shift from getting to the facility. The Contractor must notify the Facility Manager and/or the Customer's designated point of contact about any emergency situation as it occurs and request an advance waiver of this term for each occurrence.

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

5.1 All armed and unarmed Security Guards must have the applicable state of Florida Department of Agriculture and Consumer Services Security Guard Class license(s) necessary for the position they serve under this Contract, which are to be kept current and on the Security Guard's person while on duty.

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

5.3 The Contractor shall ensure that its company, and all employees, have valid, current licenses in accordance with Chapter 493, Florida Statutes, to perform Security Guard Services throughout the Contract term, including any renewals. The Contractor shall provide copies of licenses and certificates to the Department or Customer upon request.

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

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

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

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

## **6. Position Descriptions**

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

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

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

6.2 Security Guard Level II: An unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and a minimum of two (2) years prior experience as a Class "D" licensed Security Guard Officer is required. A two (2) year background in law enforcement may be substituted for prior years of experience.

6.3 Security Guard Level III: An armed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. A minimum of two (2) years prior experience as a Class "D" licensed Security Guard Officer is required. A two (2) year background in law enforcement may be substituted for prior years of experience.

6.4 Security Guard Level IV: An armed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. A minimum of five (5) years prior experience as a Class "D" licensed Security Guard Officer and a minimum of two (2) years prior experience serving as a Class "D" licensed Security Guard with a Class "G" Statewide Firearm license. A five (5) year background in law enforcement may be substituted for prior years of experience.

6.5 Security Guard Level V: An armed or unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. A minimum of five (5) years prior experience as a Class "D" licensed Security Guard with a Class "G" Statewide Firearm license. A five (5) year background in law enforcement may be substituted for prior years of experience. The individual shall also have the ability to supervise, monitor, and regulate individuals with a Class "D" Security Guard license and a Class "G" Statewide Firearm license in their performance of their assigned duties under this Contract. This level of Security Guard may be a site-supervisor when a Customer requires multiple Security Guards present at the same time to coordinate security service efforts.

6.6 Security Guard Level VI: An armed or unarmed individual with Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. A minimum of ten years' experience as a Class "D" licensed Security Guard with a Class "G" Statewide Firearm license. A ten (10) year background in law enforcement may be substituted for prior years of experience. The individual shall have the ability to supervise, monitor, and regulate Security Guard individuals with a Class "D" Security Guard license and a Class "G" Statewide Firearm license in their performance of assigned duties. When a Customer requires multiple site-supervisors for large or complex sites, this level of Security Guard may be a project manager responsible for coordination of all security service efforts, including managing site-supervisors.

6.7 Emergency Response Security Guards: These are licensed Security Guards, either armed or unarmed, who provide services when an Executive Order has been issued by a governmental entity. An unarmed Emergency Response Security Guard shall have a Florida Department of Agriculture and Consumer Services Class "D" Security Guard

license. An armed Emergency Response Security Guard shall have a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. Contractor will be required to provide Emergency Response Security Guards as specified by the Executive Order and/or at the Customer's request. Emergency Response Security Guards must have training in first response and may be required to work irregular hours, work more than eight (8) hours per day, work extended periods (including weekends and holidays), work at locations other than their official headquarters, and/or work in adverse conditions. Travel expenses for the Emergency Response Security Guards shall be on a cost reimbursement basis, in accordance with Section 112.061, F.S. Customers may have additional policies regulating travel which the Emergency Response Security Guards may need to adhere to.

## **7. Tasks/Deliverables**

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

- 7.1 Furnishing trained and qualified armed and unarmed Security Guards to provide services as requested by the Customer. This service will be continuous, regardless of weather, disaster, and/or threatened or actual organized labor actions.
- 7.2 Provide supervision of Security Guards, as required by the Customer's SLA.
- 7.3 Requiring Security Guards enforce the Customer's and the Contractor's security policies, procedures and orders and ensuring Security Guards perform all duties in accordance with the terms of this Contract and the written instructions in a Customer's SLA.
- 7.4 Designating a single point of contact to be the liaison for the State and Contractor staff in order to handle the day-to-day operations.
- 7.5 Working with the Customer to develop site-specific instructions and post orders within thirty (30) days from SLA execution. These instructions and post orders may include, but are not limited to: standing security post, roving security patrols, monitoring security systems, supervising other security guards maintaining security infrastructure, and carrying out other basic security tasks as required by individual properties. All site-specific instructions and post orders are to be approved by the Customer prior to finalizing and distributing to Security Guards. Security Guards are responsible for reviewing and complying with the instructions and post orders.
- 7.6 Create a Standards of Conduct that the Security Guards must abide by and provide a copy of the Standards of Conduct document to the Department's Contract Manager or designee upon request.
- 7.7 Maintain a duty roster of all Security Guards and security management employees, to be provided to the Customer on a monthly basis. Any person(s) who reports for work and identify themselves as someone other than a person listed upon the official Security Guard duty roster shall be denied access to the facility and reported to the proper authorities.
- 7.8 Ensure all Security Guards display a picture I.D. when working at a Customer's site.
- 7.9 The Contractor Security Guard Services provided to Customers will include, but not be limited to, ensuring Security Guards perform the following:

- 7.9.1. Maintain discipline, excellent appearance in accordance with Section 12 of this Scope of Work, professional demeanor, integrity, and attention to duty
- 7.9.2. Review and administer the Customer's site security procedures, instructions, and post orders.
- 7.9.3. Review and comply with the applicable Customer standards of conduct and ethics.
- 7.9.4. Perform access control of persons, vehicles, and other property.
- 7.9.5. Perform site surveillance (by either foot or vehicle).
- 7.9.6. Identify and provide a written report of security and safety violations within 24 hours to the Customer, unless immediate action is necessary. Security Guards are to have effective report writing skills.
- 7.9.7. Ensure Security Guard maintains files for security-related documentation at each security station (Post Orders, Site-Specific instructions, training materials, etc.)
- 7.9.8. Assist the Customer's personnel in emergency situations as identified by the Customer. If an emergency extends beyond the normal working hours, the Security Guard will be paid for additional hours at the standard rate of pay unless the work performed in the emergency situation exceeds 40 hours and such overtime has been authorized by the Customer. Security Guards may be diverted by the Customer from normal assignment duties to respond to emergency situations or special duty assignments. No additional costs shall be charged to the Customer for such diversion of Security Guards for emergency situations; however, the Contractor will not be penalized for any regular daily work task not completed by the Security Guard due to their participation in such emergency activities
- 7.9.9. Take prompt action to prevent or minimize losses, accidents, fires, property damages, safety hazards and security incidents. The Security Guard will take appropriate action on any breach of security, suspicious activity or safety hazard by notifying local Law Enforcement, Emergency Medical Services (EMS) and the Customer's facility manager.
- 7.9.10. Assist Customer staff in the execution of testing a facility's Fire and Life Safety Program.
- 7.9.11. Operate the Customer's security console, security system, elevator system, fire and life safety system, and other safety devices installed and maintained by the Customer as reviewed, discussed and provided during onsite training.
- 7.9.12. Monitor alarms, surveillance screens, and recording devices. This includes monitoring the fire alarm system and responding to any sites where an alarm has been activated, taking appropriate action when needed, and communicating

findings to the Customer to determine if the situation warrants contacting the police or the fire department.

- 7.9.13. Investigate unusual occurrences in and about the premises and maintain an awareness of special activities taking place throughout the facility and property.
- 7.9.14. Conduct random walking patrols at least two (2) times every hour throughout the Customer's facility (including interior stair wells), grounds, and parking lots, being alert for suspicious persons, suspicious packages, personal and Customer's property exposed to theft, and safety concerns. Security Guards shall vary their rounds so as not to be predictable in the arrival times or the time spent at each location.
- 7.9.15. Inspect exterior doors for proper lock down at the facility's set closing time.
- 7.9.16. Where applicable, ensure availability of non-emergency Occasional Security Guards Levels I – VI as required for situations where Customer provides Contractor with 24 hours advanced notice. Ensure availability of Emergency Response Security Guards in accordance with subsection 6.7. Ensure availability of Full-time and Part-time Security Guards Levels I – VI where Customer provides Contractor with 72 hours advanced notice.
- 7.9.17. On-site Security Guards must be capable of responding to any on-site call received within five (5) minutes.
- 7.9.18. Where applicable, comply with the Customer's hazardous materials communication program and the Customer's asbestos operations and maintenance program, which the Customer will provide to the Contractor upon Contract execution.
- 7.9.19. Read and become familiar with applicable State of Florida and Customer's security policies and procedures, to include evacuation procedures.
- 7.9.20. Provide Customer with a replacement Security Guard(s) when Customer requests to rotate or transfer Security Guard(s) when deemed necessary, or at time intervals specified in the SLA.

## **8. Hiring Standards/Maintaining Employment**

The Contractor shall ensure the Security Guards meet or exceed the minimum hiring standards set forth below before assignment to a Customer. The Contractor shall ensure the Security Guards maintain these standards for employment throughout the Contract term, including any renewal term. The Customer reserves the right to request proof of compliance with standards, interview employees, and reject any employee that it deems unqualified.

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

- 8.1.1. Must possess a state issued identification card.

- 8.1.2. Must possess a valid and active driver's license if assigned to drive a motor vehicle to provide security guard services.
- 8.1.3. Successfully pass a drug test upon hire.
- 8.1.4. Prior to assignment to the Customer premises, and when Contractor performs refresh background screening, successfully pass a background check, ordered and paid for by the Contractor, through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard which will include a check of the following databases:
  - Social security number trace, and
  - Criminal records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such data available).
- 8.1.5. Successfully pass any other background investigations as required by the Customer SLA.
- 8.1.6. Successfully pass a pen and paper literacy test administered by the Contractor including, but not limited to, spelling and grammar. Contractor shall furnish results to Customer or DMS upon request.
- 8.1.7. Complete all required training courses as mandated in state and locality of employment.
- 8.1.8. Meet state licensing requirements for the applicable Security Guard position prior to placement in accordance with the applicable provisions in Chapter 943, Florida Statutes, and Chapter 5N-1, Florida Administrative Code
- 8.1.9. The Contractor's employees must be able to read, write, speak, and understand English clearly. Additionally, upon Customer's request, Security Guards must be bilingual, with English as the primary language and Spanish as the secondary language. This requirement will be exercised on a case-by-case basis and will be specified in the Customer SLA.
- 8.1.10. Physically able to accomplish various tasks that must be performed including, but not limited to, quickly ascending and descending multiple flights of stairs and lifting weight of at least 40 pounds (unless written approval is obtained from the Department that either of or both of these physical requirements are not necessary).
- 8.1.11. Maintain a well-developed level of maturity necessary for professional interaction.
- 8.1.12. Maintain a neat, clean, well-groomed, and professional appearance while providing services in accordance with Section 12 of this Scope of Work.
- 8.1.13. Act in accordance with the terms and conditions of the Contract and the Customer SLAs.
- 8.1.14. Be familiar with, and ensure the facilities are in compliance with, all

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

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

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

8.3 The Contractor must have a written drug, alcohol, and other contraband policy pertaining to the use, possession, or transfer of illegal drugs, alcohol, and other contraband items, (including simulated (look-alike) drugs, drug paraphernalia, alcohol, unapproved firearms, explosives, and other weapons). The written policy must include procedures for maintaining a comprehensive drug and alcohol testing program. The Contractor will be solely responsible for ensuring that employees assigned to a facility have been informed of and understand the Contractor's written policy. The Contractor will ensure that copies of said policy are provided to all Security Guards and to the Customer and/or the Department upon request.

8.4 Security Guards found in violation of the Contractor's written policy, including personnel who return a positive test on a drug screen in violation of the Contractor's approved policy, will not be assigned to a facility or must immediately cease providing services under this Contract and it will be the responsibility of the Contractor to timely provide replacement services at the Customer location. The Contractor will be required to comply with and enforce this policy, with respect to the Contractor's employees, as part of employment.

8.5 The use or possession of property belonging to the Department, Customer, or another person without the permission of the rightful owner of such property is not permitted. Security guards found in violation of this term must immediately cease providing services under this Contract and it will be the responsibility of the Contractor to timely provide replacement services.

8.6 The Customer shall reserve the right to contact local authorities to conduct reasonable searches of Security Guards, including privately owned vehicles, while on the property at any time, if permissible under applicable state and local laws.

8.7 Security Guards will not leave assigned posts at any time during or at the end of a shift, unless relieved by the appropriate duty personnel, or unless specifically authorized by the Customer's Contract Manager or Facility Manager to leave the post. Security Guards shall bring their necessary meals for consumption on the premises. Security Guards are allowed to eat at desk/post.

## **9. Service Level Agreements**

9.1 For those awarded regions of service, as set forth in the Contract, where the Contractor can offer Security Guard Services to Customers, the Contractor is required to enter into an SLA with each Customer prior to providing any Security Guard Services for the Customer. The Customer shall request at least two (2) quotes where there are multiple Vendors awarded in a region. Prior to the execution of the SLA, the Contractor shall discuss with the Customer the Security Guard Services requested and perform an on-site assessment, if necessary, to determine the most cost-effective methods of Security Guard Services. Customers shall create a SLA using

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

9.2 The Contractor shall:

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

9.2.2 Ensure that current, applicable security licenses and driver's licenses or state identification cards are kept on the security guard's person while he/she is on duty.

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

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

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

9.4 All SLA changes, modifications, deletions or additions shall be in writing and must be mutually agreed upon by the Contractor and Customer prior to any such change, modification, deletion or addition taking effect, except as stated in the SLA.

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

## **10. Customer Service**

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

10.1 The Contractor is to provide Customers with contact information for both the Contractor's financial, operations, and Contract administrators. He/she must have the requisite authority to solve problems and respond to Customer representatives on behalf of the company for all matters concerning the Contract. This information shall include:

- a. Name
  - b. Title
  - c. Email address
  - d. Office Telephone number(s)
  - e. Cellular Telephone number(s)
- 10.2 The Contractor shall maintain a 24-hours a day, 365 days per year call service so that Customers may order Security Guard Services and report any failures, insufficiencies, or other concerns in the delivery of Security Guard Services. This call center must be accessible by means of a single toll-free telephone number. This information should be displayed as signage on the Customer's premises at no additional cost to the Customer. Signage design, quantity, materials, and locations shall be approved by the Customer prior to posting in a Customer's facility, which will be outlined in the Customer's SLA.
- 10.3 The Contractor shall respond within one hour to a Customer's report of failures, insufficiencies, or other concerns in the delivery of Security Guard Services.
- 10.4 The Contractor shall promptly resolve all contractual and Customer concerns, issues, or complaints to the satisfaction of the Customer and the Department within the timeframe established by Customer and/or the Department.
- 10.5 The Contractor shall notify the Customer and/or the Department's Contract Manager immediately if it believes it cannot meet the level of service required in a Customer's SLA.

### **11. Contractor Inspections**

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

- 11.1 The Contractor shall provide a manager (i.e. Regional and Corporate Headquarters) who will conduct regular, unannounced inspections to ensure Security Guards' compliance with established terms and conditions. The frequency of Inspections will be determined in the Customer's SLA.
- 11.2 Inspections performed pursuant to the terms of this Contract will be documented by the Contractor and the observations from the inspections will be submitted monthly to the Customer Contract Manager.
- 11.3 The Contractor shall utilize inspections as an opportunity to identify areas requiring improvement and subsequently conduct further training and testing for the Security Guard(s) inspected and identified as needing additional improvement.

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

- 12.1 Security Guards providing services under this Contract shall report to work in uniforms provided by, and paid for by, the Contractor, unless otherwise specified by the Customer in the SLA. All Security Guards shall be appropriately uniformed in accordance with section 493.6305, F.S. The uniform must clearly identify the employee as a Security Guard working for the Contractor and include a picture ID

badge prominently placed on the uniform. Badges may not resemble those of local law enforcement agencies. The uniform shall be neat, clean, pressed, and present a professional appearance. Shoes shall be shined in a manner that is satisfactory to the Customer. Security personnel reporting to work with a uniform that does not meet this standard will be required to change before reporting to work. Customers will provide the Contractor with notice of a security personnel reporting to work not in compliance with the terms set forth herein, and the Contractor shall provide an immediate replacement, as necessary, to avoid any lapse in coverage.

- 12.2 If the Customer requires a nonuniformed Security Guard, the Customer may also choose to waive the name badge requirement for those Security Guards.
- 12.3 Security Guards shall be equipped with redundant communication equipment, furnished by the Contractor, to be able to communicate with their supervisor, their home office, 911, the local police, and the Customer's Contract Manager.
- 12.4 Keys or access cards to the Customer's property may be issued to Security Guards by the Customer for specific sites. The Contractor is responsible for securing and maintaining the keys or access cards in good working condition. Customers will replace lost keys or access cards at the Contractor's expense. Reports will be written by (Security Guard) on all lost keys or access cards.
- 12.5 Ancillary security vehicles, as set forth in Attachment H – Cost Proposal and Section 14 herein, requested by Customer are to be owned or leased, licensed, and insured by the Contractor. Vehicles used by the Contractor operated on Customer's premises shall prominently display the company's name and telephone number on the exterior of the vehicle. Security vehicles offered by the Contractor shall be operational, kept clean, in good repair, and well maintained at all times. The Customer shall not be responsible for any costs associated with Contractor's upkeep of the security vehicle(s). Parking terms for any security vehicles will be set forth in the Customer's SLA. The following insurance terms and conditions are applicable to Contractor service vehicles offered to Customers through a Contract with the Department to provide ancillary service vehicles.

12.5.1. Automobile Liability Insurance:

Contractor shall obtain and maintain automobile liability insurance, including coverage for liability contractually assumed, which shall cover all owned, non-owned, and hired autos used in connection with this Contract. The minimum combined limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$500,000 for each occurrence-bodily injury and property damage combined and \$5,000 medical payment.

12.5.2. Self-Insurance:

For any insurance coverage required hereby, Contractor may use a self-insurance program, provided such program has received prior written approval of the Department.

Insurance coverage as minimum liability:

Bodily injury - \$500,000 per individual

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

Property Damage - \$1,000,000

Comprehensive - Non Deductible

Collision - Non Deductible

- 12.6 The Customer will be responsible for making adequate workspace available for the Contractor at each facility. The Customer may furnish, without cost to the Contractor, materials, equipment, and space in connection with the Contractor's performance of Security Guard Services. Such materials, equipment, and space will be detailed in the Customer's SLA. The Contractor assumes full responsibility for all equipment and materials issued by the Customer for performance of the services specified in the Customer's SLA. The Security Guards will keep the Customer's space provided in connection with the Contractor's performance of Security Guard Services clean and will not damage the Customer's space. The Contractor shall reimburse the Customer for any repairs to the Customer's space necessary due to the fault of the Contractor or Contractor's agents or employees. Upon termination of the Contract or any SLA, all Customer provided materials, equipment, and space shall be returned to the Customer in good operating condition, less reasonable wear and tear.
- 12.7 The Contractor warrants that all products furnished under the Contract by the Contractor shall be free of defective material and workmanship for the life of the Contract, including renewal terms, and will be done so as to avoid noncompliance.
- 12.8 If the Contractor damages the Customer's equipment, the Contractor shall, replace all equipment and/or materials lost, damaged, or otherwise unavailable due to the fault of the Contractor or Contractor's agents or employees:
- 12.8.1. In addition, the Contractor will be charged a \$100.00 per day penalty for equipment damage that results in any disruption of facility operations and/or the inability of the Contractor to perform the required contracted services, plus the cost of any employee productivity lost if the facility must be shut down or employees furloughed. The Customer, in coordination with the tenants of the facility affected, shall determine the costs of this productivity interruption. However, the Customer shall make the final decision on the costs. All such costs will be deducted from the Contractor's invoice.

### **13. Training**

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

- 13.1 Each Security Guard shall complete all trainings as required by this Contract and the Customer prior to being assigned to a facility. The Contractor shall be responsible for submitting all lesson plans for Contractor training courses and training records of employees to Customer's Contract Manager on a quarterly basis, and/or upon request.
- 13.2 The Contractor shall provide a designated Training Coordinator to serve as a point of contact for Customer representatives to ensure adequate training is conducted for all the Contractor's personnel. The Training Coordinator position may be held by a branch trainer or account manager as appropriate to the Contractor size. All formal training of Security Guards is to be administered by an experienced individual with strong subject matter expertise, if required by the Customer, who is appropriately certified (by an accredited institution of learning or governmental/educational certification body). All training will be at the sole cost and expense of the Contractor, unless stipulated otherwise in the Customer's SLA. The Training Coordinator is responsible for the following:

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

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

#### 13.4 Mandatory Guard and Supervisor Training

13.4.1. The Contractor, at the Contractor's expense, shall ensure that newly assigned Security Guards and supervisors are trained at a minimum in the following areas:

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

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

### 13.5 Mandatory On-Going Guard Training

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

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

### 13.6 Vehicle Operating Training

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

## 14. Ancillary Equipment

The Contractor may provide Ancillary Equipment in addition to Security Guards. Ancillary Equipment must support the Customer's Security Guard Services. Such equipment shall be detailed in the Customer's SLA and are limited to the following:

- 14.1 **Vehicles** – Equipment, to include motorized and non-motorized, used in conjunction with providing security guard services. The type of vehicles may vary depending upon the location of services: bicycle, golf cart, automobile, SUV, and 4WD truck.

## 15. Background Screening and Record Retention

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

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

#### 15.1 Self-Disclosure

The Contractor shall ensure that all persons have a responsibility to self-report within three (3) calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that person access to any State of Florida premises or from directly performing services under the Contract. Additionally, the Contractor shall require that the person complete an annual certification that they have not received any additional criminal misdemeanor or felony records regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the disqualifying offenses and shall maintain that certification in the employment file.

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

#### 15.2 Duty to Provide Secure Data

The Contractor will maintain the security of State of Florida data including, but not limited to, a secure area around any display of such data or data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information. Data cannot be disclosed to any person or entity who is not directly approved to participate in the scope of work set forth in this Contract.

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

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

#### 15.4 Record Retention

The Contractor shall retain a list of all persons with access to data, including a statement confirming that each person has passed the background screening required herein. Such a statement shall not include the substance of the screening results, only that the person has passed the screening. The Contractor shall create a written policy for the protection of data, including a policy and procedure for access to data. The Customer reserves the right to provide its own data policy for the Contractor to adhere to. The Contractor shall document and record, with respect to each instance of access to data:

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

- whether the individual accessed partial or redacted versions of data, read-only versions of data, or editable versions of data; and
- 4) The nature of the access to data, including whether data was edited or shared with any other individual or entity during the duration of the access, and, if so, the identity of the individual or entity.

The Contractor shall retain the written policy and information required in this subsection for the duration of this Contract and a period of no less than five (5) years from the date of termination of this Contract and any Contract extensions. The written policy and information required in this subsection shall be included in the Customer's audit and screening abilities as defined in subsection 15.3. The written policy and information required in this subsection shall also be subject to immediate disclosure upon written or oral demand at any time by the Customer or its designated agents or auditors. Failure to compile, retain and disclose the written policy and information as required in this subsection shall be considered a breach of the Contract. The resulting damages to the Customer from a breach of this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damages will be numerous, complex and unreasonably burdensome to prove. The Parties acknowledge these financial consequences are liquidated damages, exclusive of any other right to damages, not intended to be a penalty and solely intended to compensate for unknown and unascertainable damages. The Contractor therefore agrees to credit the Customer the sum of \$1,000 for each breach of this subsection.

## **16. Staff Assignments**

- 16.1 The Contractor shall maintain Security Guards and supervisors that are ready to assist the Customer immediately in the event of flood, fire, natural/manmade disaster, or any other emergency. The Contractor will provide evidence of available utility/reinforcement Security Guards to the Customer's Contract Manager and Facility Manager when requested.
- 16.2 The Contractor is responsible for creating a master schedule for Security Guards provided in accordance with a Customer's SLA and providing to the Customer in writing when requested. Prior to a Security Guard being assigned to a facility, whether a permanent employee or temporary replacement, the Contractor shall certify that all requirements of this Contract have been met. The Customer reserves the right to interview all new permanent or temporary employees prior to placement. The Contractor will supply the Customer's Contract Manager or Facility Manager with notification of any changes to the master schedule or vacation schedules no less than seven (7) days in advance.
- 16.3 Contractor will maintain a group of substitute/alternate Security Guards trained on the Customer's facility for assignment as required. The Contractor will supply an updated list of trained Security Guards trained to perform security guard services at the Customer's facility on a quarterly basis or as requested by the Customer.
- 16.4 In the event the assigned Security Guard is unable to perform the services as required, the Contractor shall supply another Security Guard(s), as necessary, at no additional cost to the Customer, to ensure that all assignments are performed.
- 16.5 The Contractor shall provide coverage of additional shifts or special requests as

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

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

- 17.1 It is the responsibility of the Contractor to ensure the Customer facility(ies) are staffed in accordance with the Customer's facility list as incorporated through the SLA for all scheduled shifts. Allowances shall not be granted to compensate for additional cost or personnel required to satisfy the staffing requirements in the event of illness, personnel absence, tardiness or relief. The Contractor shall be solely responsible and liable for filling these positions including, but not limited to, finding replacement Security Guard(s) to work at a Customer facility(ies) as needed. A one (1) week advanced notification is required for any Security Guard taking approved leave time, and the Contractor must provide the name of the replacement Security Guard to the Customer's Contract Manager or Facility Manager seven (7) days in advance. In the event a scheduled Security Guard is unexpectedly not available for a duty shift, the Contractor shall ensure the Customer facility is timely provided a replacement Security Guard to cover the shift. The Contractor will not be compensated for any additional services performed unless approved and authorized under separate agreement by the Customer.
- 17.2 The Contractor shall make Security Guard Services available to the Customer based on established scheduled hours for the proposed length of the Contract. Security Guards are not to work more than 40 hours in a workweek, unless overtime is requested and authorized in advance by the Customer. For authorized overtime work, Customer may be invoiced up to one and one-half times the applicable contracted hourly rate. The Contractor will not invoice the Customer for unauthorized overtime hours worked and will be financially responsible for any additional compensation owed to an individual for overtime hours worked, beyond that invoiced to the Customer, in accordance with the Fair Labor Standards Act as set forth in 29 U.S.C. Chapter 8. This includes when Contractor employees are called in by Contractor to re-staff vacated shifts that do not have a permanent Security Guard stationed. The Customer reserves the right to add or subtract hours from a schedule as identified in the Customer's SLA with a thirty (30) day written notice.
- 17.3 The Customer reserves the right to add and delete facilities as required in each Region. These facilities will be charged at the same established hourly rate for the Region. The Customer also reserves the right to delete facilities as deemed necessary.
- 17.4 The Contractor may be authorized or required to furnish unscheduled uniformed Security Guards for the premises or other location(s) designated by the Customer according to the rates established in the pricing schedules and pursuant to all other provisions of this Contract.
- 17.5 If required by the Customer's SLA, the Contractor shall submit job descriptions for all positions to be approved by the Customer's Contract Manager.
- 17.6 Security Guard turnover rates are of primary concern to the Customer. The Contractor agrees to employ a continuous effort to achieve minimal turnover rates. Turnover shall mean the number of Security Guards hired to replace those leaving or dropped from the Contractor's work force. Turnover rates shall include Security Guards who willingly

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

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

### **18. Coverage**

Contractor is responsible for maintaining sufficient staffing to ensure Security Guards are available to work at the Customer's facility list as incorporated through the SLA. Customer's facility(ies) shall be staffed in accordance with the Customer's SLA. In the event there is no Security Guard available for any duty shift, the Contractor shall hire and pay an off-duty Florida law enforcement officer to cover the shift at no additional cost to the Customer. An off-duty Florida law enforcement officer will provide services wearing a law enforcement issued uniform.

### **19. Security Guard Supervision**

The Contractor will provide assigned operations manager(s) to assure adequate supervision of all Contractor's personnel. All operations managers shall have earned their positions with proven performance records and may be interviewed by the Customer's Contract Manager prior to assignment. Operations managers' duties/responsibilities shall include, but are not limited to, the following:

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

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

- 20.1 The Contractor shall provide the Customer monthly written reports relating to key performance indicators and other matters including, but not limited to, cost minimization activities, service exception reports, satisfaction and performance surveys, periodic service requests, and monthly call center logs (with issue status reports).
- 20.2 The Contractor shall prepare written monthly reports for the Customer detailing the previous month's security-related activity and crime incidents that occurred at each post. Specific tables, charts, summaries, etc., will be included in these reports. The Contractor shall also summarize and submit these reports to the Customer on an annual basis on the anniversary date of the commencement of the Contract.
- 20.3 An Extraordinary Single Incident Report must be completed by the Contractor when a firearm is discharged, someone is injured, or a major criminal act or significant event occurs. Security Guards should consult with Contract supervisors to determine when a

special report may be required. An incident that requires an Extraordinary Single Incident Report will also be verbally reported by the Contractor to the Customer's Contract Manager and/or Facility Manager immediately after the incident occurs, with a preliminary report provided to the Customer's Contract Manager and Facility Manager the same day the incident occurs. A finalized Extraordinary Single Incident Report will be provided to the Customer's Contract Manager and Facility Manager within one (1) business day of the incident occurring.

- 20.4 Reports shall be submitted timely in accordance with table Reports/Documents Submission Timeline to the Customer of the Scope of Work and provided to the Customer via the method of choice as described in their SLA.
- 20.5 On a monthly basis, the Contractor shall provide a spreadsheet to the Customer listing the name and other unique identifier for each employee assigned to each facility, indicating the location of deployment. As part of the Contractor's hiring process, the Contractor shall be responsible for screening prospective employees in order to be able to certify to the Customer in writing that each new employee has met the minimum requirements of this Contract. The Contractor shall use, and shall make available to the Customer at no additional cost, internet and intranet solutions to provide all such reports to the Customer upon demand for any applicable period during the term of the Contract.
- 20.6 Any unusual and/or significant events occurring during a shift (for example a flood, fire, stabbing, homicide) will be summarized briefly by the Security Guard in the post logbook maintained at each facility for identification of the principals later if further investigation is needed. Each shift will start with a new log entry listing any abnormal conditions or indicating that conditions were normal. The log shall reflect at a minimum all security, safety, or building maintenance events, the time that they occurred and the corrective actions that were taken. The bound post logbook will become the property of the Customer upon termination of this Contract. The Contractor shall preserve the bound post logbooks for each post from the inception of the Contract and must make the post logbooks immediately available to the Customer upon request.
- 20.7 Provide a detailed tracking and investigation system ensuring the thorough and professional monitoring and resolution of all complaints brought forth regarding the performance of the work pursuant to this Contract.
- 20.8 The Contractor shall issue quarterly reports to the Customer detailing a professional observation of current security practices maintained by the Contractor and, if applicable, any recommended changes to the current security practices. Any recommended changes may or may not be implemented at the discretion of the Customer.
- 20.9 In the case of any action or unusual incidents, the Customer's Contract Manager will be notified by the Security Guard and the action or unusual incident will be recorded in the security log. The security log will be copied and sent to the Customer's designee after any action or unusual incident.
- 20.10 Security Guards shall log in and out of each facility.

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

### **21.1 Administration**

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all scopes of work it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable to the Customer for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

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

### **21.2 Holidays**

The Contractor shall provide Customers all services during business days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday.

Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's SLA.

### **21.3 Routine Communications**

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. All routine communications and reports related to the Customer's SLA shall be sent to the Customer's Contract Manager. If any information listed on the Vendor Information attachments changes during the life of the Contract, then the Contractor shall update the attachments and submit to the Department's

Contract Manager. Communications relating to a specific order should be addressed to the contact person identified on the order. Communications may be by e-mail, regular mail, or telephone.

21.4 Contract Reporting

The Contractor shall report information on orders received from Customers associated with this contract. The Contractor shall submit reports to the Department’s Contract Manager in accordance with the following schedule:

Report	Period Covered	Due dates
MFMP Transaction Fee Report	Calendar month	Fifteen (15) calendar days after the end of each month
Quarterly Sales Report	State’s Fiscal Quarter	Fifteen (15) calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	Ten (10) business days after close of the period
Preferred Pricing Affidavit	Annual	Contract anniversary date
Proof of Insurance	Annual	Upon policy renewal

21.5 MFMP Transaction Fee Report

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

21.6 Quarterly Sales Reports

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

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

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

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

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

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

#### 21.7 Diversity Report

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

#### 21.8 Ad-hoc Report

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

#### 21.9 Business Review Meetings

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

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

#### 21.10 Financial Consequences

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

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

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

#### 21.11 Price Adjustments

Prices may be adjusted no earlier than twelve (12) months after the start date of the initial or renewal term of the Contract, or no earlier than twelve (12) months after the effective date of the previous price adjustment, whichever is later. Price increases must be supported by a change in the Producer Price Index (PPI) for the Series ID(s) shown in the table below. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at <http://www.bls.gov/data/>.

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

The change in PPI for the first price adjustment after the start date of the initial or renewal term shall be determined using the PPI for the month in which the initial Contract or renewal was executed and the latest available non-preliminary PPI at the

time of the price adjustment request; a preliminary PPI is indicated on the BLS website with a "(P)" notation. The change in PPI for second and subsequent price adjustments shall be determined using the latest PPI that was used to support the previous price adjustment and the latest available non-preliminary PPI at the time of the request.

When requesting a price increase, the Contractor shall submit a written justification to the Contract Manager detailing the reason(s) for the request; an increase in the PPI is not sufficient justification for a price increase by itself. Price increases shall not exceed the percent change in PPI or three percent (3%), whichever is less. The percent change in PPI shall be calculated using the following formula:

$$(B - A) / A = Z$$

Where:

A = earliest PPI (PPI at time of initial Contract or renewal execution or previous price adjustment)

B = latest PPI (latest available non-preliminary PPI at time of price adjustment request)

Z = percent change in PPI

The Department reserves the exclusive right to accept or reject any price adjustment request. Price adjustments will not be considered for any Contractor with any contractual non-performance issues including, but not limited to, outstanding fees or monies due under this Contract or overdue reports or documentation including, but not limited to, a Quarterly Sales Report or an MFMP Transaction Fee Report. Price adjustments are effective only upon written approval by the Department and may not be applied retroactively. The Department reserves the right to request price decreases at any time during the term of the Contract if it is found to be in the best interest of the State. Price decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

#### 21.12 Contract Transition

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

#### 21.13 Purchasing Card

The state of Florida has implemented a purchasing card program, using the Visa platform. The Contractor may receive payments via the state's Purchasing Card in the same manner as any other Visa purchases. Purchasing Card/Visa acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the state of Florida changes its Purchasing Card platform during the term of Contract, the Contractor shall make any necessary changes to accommodate the State of Florida's new Purchasing Card platform within thirty (30) days of notification of such change.

## **SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION**

### Table of Contents

SECTION 1. DEFINITION.....	2
SECTION 2. CONTRACT TERM AND TERMINATION.....	2
SECTION 3. PAYMENT AND FEES.....	3
SECTION 4. CONTRACT MANAGEMENT.....	4
SECTION 5. COMPLIANCE WITH LAWS.....	6
SECTION 6. MISCELLANEOUS.....	7
SECTION 7. LIABILITY AND INSURANCE.....	9
SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.....	10
SECTION 9. DATA SECURITY.....	12
SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.....	13
SECTION 11. CONTRACT MONITORING.....	14
SECTION 12. CONTRACT AUDITS.....	15
SECTION 13. BACKGROUND SCREENING AND SECURITY.....	16
SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM.....	17

**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

**SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

**1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

**SECTION 2. CONTRACT TERM AND TERMINATION.****2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

**2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

**2.3 Suspension of Work and Termination.****2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

**2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

**2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

## **SECTION 3. PAYMENT AND FEES.**

### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
 Department's Physical Address  
 Department's Telephone #  
 Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
 Contractor's Name  
 Contractor's Physical Address  
 Contractor's Telephone #  
 Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

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

#### 4.6 RESPECT.

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

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

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

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

#### 4.7 PRIDE.

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

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

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

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

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

#### 5.2 Dispute Resolution, Governing Law, and Venue.

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

#### 5.3 Department of State Registration.

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

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

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

#### 5.5 Scrutinized Companies - Termination by the Department.

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

#### 5.6 Cooperation with Inspector General and Records Retention.

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

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

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

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

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

#### 6.3 Independent Contractor.

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

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

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

##### 6.4.2 Rejected Commodities.

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

#### 6.5 Safety Standards.

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

#### 6.6 Ombudsman.

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

#### 6.7 Time is of the Essence.

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

#### 6.8 Waiver.

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

#### 6.9 Modification and Severability.

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

#### 6.10 Cooperative Purchasing.

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

### **SECTION 7. LIABILITY AND INSURANCE.**

#### 7.1 Workers' Compensation Insurance.

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

#### 7.2 General Liability Insurance.

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

#### 7.3 Florida Authorized Insurers.

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

#### 7.4 Performance Bond.

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

#### 7.5 Indemnification.

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

#### 7.6 Limitation of Liability.

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

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

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

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

#### 8.1.2 Statutory Notice.

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

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

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

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

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

##### 8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.

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

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

#### 8.2.2 Public Records Requests.

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

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

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

#### 8.3 Document Management.

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

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

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

##### 8.4.2 Patentable Inventions or Discoveries.

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

##### 8.4.3 Copyrightable Works.

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

### **SECTION 9. DATA SECURITY.**

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

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### 10.1 Gratuities.

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

### 10.2 Lobbying.

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

### 10.3 Communications.

#### 10.3.1 Contractor Communication or Disclosure.

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

#### 10.3.2 Use of Customer Statements.

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

## **SECTION 11. CONTRACT MONITORING.**

### 11.1 Performance Standards.

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

### 11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

#### 11.2.1 Proposal of Corrective Action Plan.

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

#### 11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

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

### 11.3 Performance Delay.

#### 11.3.1 Notification.

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

#### 11.3.2 Liquidated Damages.

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

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

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

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

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

## 12.2 Payment Audit.

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

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

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

### 13.2 E-Verify.

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

### 13.3 Disqualifying Offenses.

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

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

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

#### 13.4 Confidentiality.

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

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

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



## **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		<del>February 4, 2020</del> <b>February 10, 2020</b>
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		<del>January 28, 2020</del> <b>February 4, 2020</b>
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"> <li>1. Allied Universal Security Services</li> <li>2. Dynamic Security, Inc.</li> <li>3. G4S Secure Solutions (USA) Inc.</li> <li>4. U.S. Security Associates, Inc.</li> </ol> <p>Current Contractor rates can be found on the Security Officer Services state term contract website: <a href="#">Security Officer Services - Pricing</a>.</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:  <a href="https://vendor.myfloridamarketplace.com/">https://vendor.myfloridamarketplace.com/</a></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 illustrate the MFMP Transaction Fee Report process. The first screenshot shows the 'Report Period Selection' step where a user selects a period (e.g., September 2004) and the 'Report Entry' step where a user enters the 'Contract, Agreement, or Invoice Number' (123-456-789) and 'Payments Received From State Agencies or Statewide Contracts' (\$0.00). The second screenshot shows the 'Report Entry Confirmation' step, which displays a summary table with the following data:</p> <table border="1"> <thead> <tr> <th>Contract, Agreement, or Invoice Number</th> <th>Total Fee Eligible Payments Received for Reporting Period</th> <th>Calculated State Transaction Fee</th> </tr> </thead> <tbody> <tr> <td>123-456-789</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td><b>Totals:</b></td> <td><b>\$0.00</b></td> <td><b>\$0.00</b></td> </tr> </tbody> </table> <p>The total state of Florida transaction fees due is \$0.00. The interface also includes a declaration: 'I declare that this is a true and accurate report of all payments received and Transaction Fees due under the terms of use of the MyFloridaMarketPlace system.'</p>	Contract, Agreement, or Invoice Number	Total Fee Eligible Payments Received for Reporting Period	Calculated State Transaction Fee	123-456-789	\$0.00	\$0.00	<b>Totals:</b>	<b>\$0.00</b>	<b>\$0.00</b>
Contract, Agreement, or Invoice Number	Total Fee Eligible Payments Received for Reporting Period	Calculated State Transaction Fee									
123-456-789	\$0.00	\$0.00									
<b>Totals:</b>	<b>\$0.00</b>	<b>\$0.00</b>									
<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?	<a href="https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/purchasing_card_services/pricing">https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/purchasing_card_services/pricing</a>
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>	
<b>39.</b>	<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>
<b>40.</b>	<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.
<b>51.</b>	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.
<b>52.</b>	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.
<b>53.</b>	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><b>57.</b></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><b>58.</b></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><b>59.</b></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><b>60.</b></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.
<b>65.</b>	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.
<b>66.</b>	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><b>67.</b></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><b>68.</b></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><b>69.</b></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](mailto: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:	<b>Q4 (Apr-Jun)</b>
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		<del>October 22, 2019</del> <del>October 29, 2019</del> <del>November 12, 2019</del> <b>November 19, 2019</b>
Deadline to submit Proposal and all required documents in MFMP Sourcing	2:00 P.M.	<del>October 29, 2019</del> <del>November 5, 2019</del> <del>November 19, 2019</del> <b>December 3, 2019</b>
Public Opening 4050 Esplanade, Suite 380K Tallahassee, FL 32399-0950	2:01 P.M.	<del>October 29, 2019</del> <del>November 5, 2019</del> <del>November 19, 2019</del> <b>December 3, 2019</b>
Anticipated period of formal evaluations conducted		<del>November 11, 2019</del> <del>December 2, 2019</del> <del>November 18, 2019</del> <del>December 9, 2019</del> <del>December 2, 2019</del> <del>December 23, 2019</del> <b>December 16, 2019 –</b> <b>January 13, 2020</b>

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

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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Department's anticipated posting of answers		<del>October 22, 2019</del> <del>October 29, 2019</del> November 12, 2019
Deadline to submit Proposal and all required documents in MFMP Sourcing	2:00 P.M.	<del>October 29, 2019</del> November 5, 2019 November 19, 2019
Public Opening 4050 Esplanade, Suite 380K Tallahassee, FL 32399-0950	2:01 P.M.	<del>October 29, 2019</del> November 5, 2019 November 19, 2019
Anticipated period of formal evaluations conducted		<del>November 11, 2019</del> <del>December 2, 2019</del> November 18, 2019 <del>December 9, 2019</del> December 2, 2019 – December 23, 2019
Anticipated date to post Notice of Intent to Award		<del>December 17, 2019</del> 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 \(VBS\)](#).

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Public Opening 4050 Esplanade, Suite 380K Tallahassee, FL 32399-0950	2:01 P.M.	<del>October 29, 2019</del> <del>November 5, 2019</del>
Anticipated period of formal evaluations conducted		<del>November 11, 2019</del> <del>December 2, 2019</del> <del>November 18, 2019</del> <del>December 9, 2019</del>
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](mailto: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](mailto: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.

## TABLE OF CONTENTS

Timeline of Events .....	4
<b>1 INTRODUCTION .....</b>	<b>5</b>
1.1 Objective .....	5
1.2 Background Information .....	5
1.3 Term .....	5
1.4 Renewal Term .....	5
<b>2 RFP OVERVIEW .....</b>	<b>5</b>
2.1 Definitions.....	5
2.2 Procurement Officer .....	7
2.3 Limitation on Contact with Government Personnel (section 287.057(23), F.S.).....	7
2.4 Minor Irregularities .....	7
2.5 Mandatory Requirements.....	7
2.6 Special Accommodations .....	7
2.7 Lobbying Disclosure .....	8
2.8 Order of Precedence for Solicitation.....	8
<b>3 RFP PROCESS .....</b>	<b>8</b>
3.1 Who May Respond .....	8
3.2 Commitment to Diversity in Government Contracting.....	8
3.3 Question Submission.....	9
3.4 Question and Answer Addendum .....	9
3.5 Addenda to the RFP .....	9
3.6 Public Opening .....	9

3.7	Technical Evaluation.....	10
3.8	Electronic Posting of Notice of Intended Award .....	10
3.9	Firm Response .....	10
3.10	Modification or Withdrawal of Proposal.....	10
3.11	Cost of Response Preparation and Independent Preparation.....	10
3.12	Contract Formation .....	10
4	<b>HOW TO PROVIDE A PROPOSAL .....</b>	<b>11</b>
4.1	General Instructions.....	11
4.2	How to Submit a Proposal .....	13
4.3	Respondent Submission.....	13
4.3.1	Contents of Proposal .....	13
4.4	Uploading Documentation .....	14
5	<b>PRIOR TO AWARD.....</b>	<b>14</b>
5.1	Responsive and Responsible Proposal.....	14
5.2	Right to Reject .....	14
5.3	Redacted Submissions .....	14
5.4	Additional Information .....	15
6	<b>BASIS OF AWARD .....</b>	<b>15</b>
6.1	Technical Proposal - 600 Available Points .....	16
6.2	Cost Proposal - 400 Available Points.....	16
6.3	Identical Tie .....	19

### Timeline of Events

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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
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](mailto: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](mailto: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](mailto: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](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](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:

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

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:

<b>Cost Proposal (Attachment I)</b>	<b>Available Points</b>
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
<b>Total Available Points (Sum of A through L)</b>	<b>400</b>

#### 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](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](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](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](mailto: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 ( <a href="https://www.sbafla.com/fsb/PerformanceReports.aspx">https://www.sbafla.com/fsb/PerformanceReports.aspx</a> ), 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: <a href="http://www.sunbiz.org">www.sunbiz.org</a> . (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](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.:		
<b>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.</b>		
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**

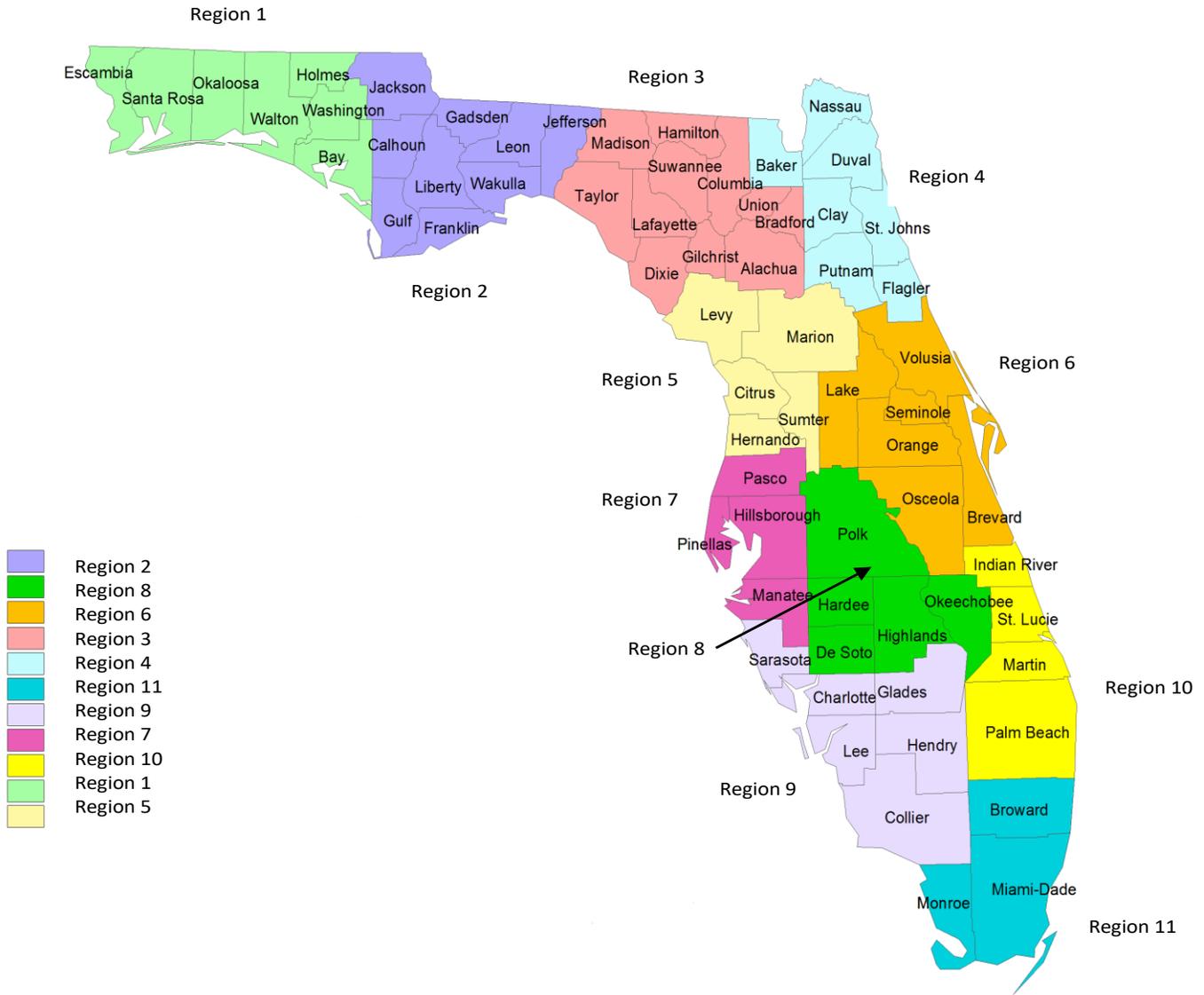
**Security Guard Services (Required)**

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
<b>Long Term Commitment:</b> One or more years												
<b>Full Time:</b> 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											
<b>Part-Time:</b> 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											
<b>Occasional:</b> 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
<b>Short Term Commitment:</b> Less than one year												
<b>Full Time:</b> 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											
<b>Part-Time:</b> 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											
<b>Occasional:</b> 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
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**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
<b>Short Term Commitment:</b> Less than one year												
<b>Full Time:</b> 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											
<b>Part-Time:</b> 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											
<b>Occasional:</b> 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
<b>Total Available Points for Technical Proposal</b>	<b>600</b>

### **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?

<b>Evaluation Criteria</b>	<b>Points</b>
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]

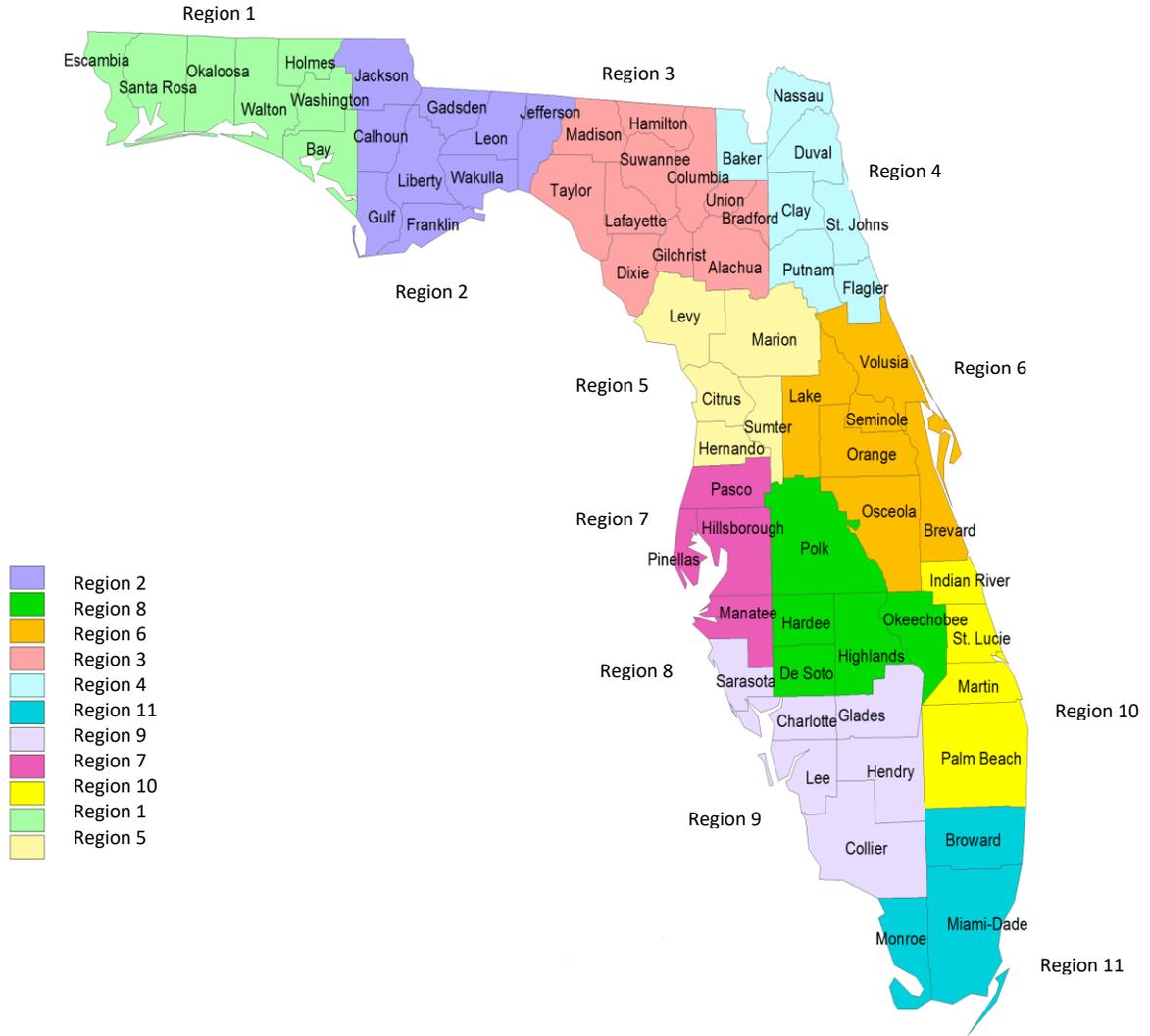


FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

# state purchasing

We serve those who serve Florida

## Attachment L: Region Map Security Guard Services



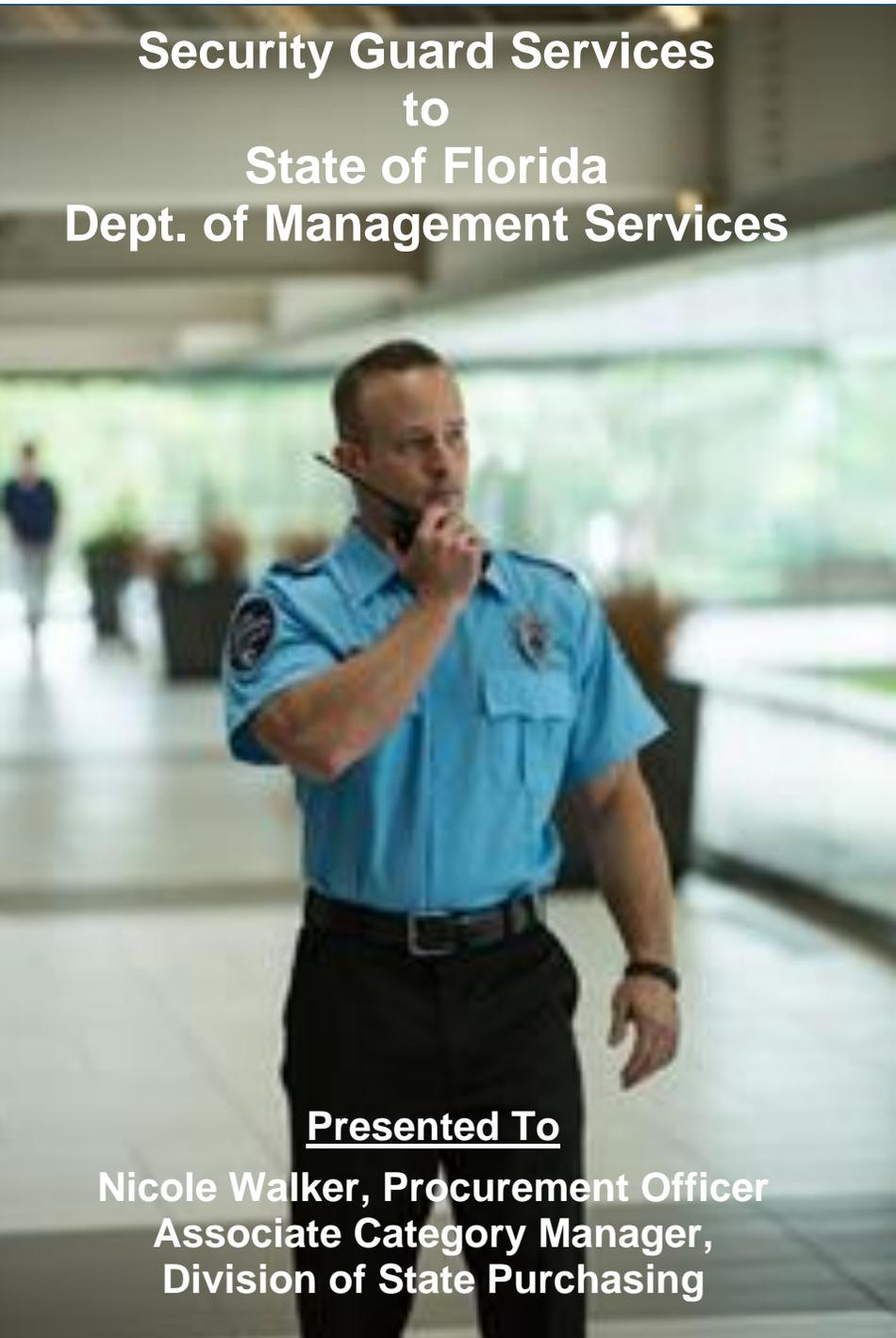




*The Company has been a long-term partner to the State since 2009.*



**Security Guard Services  
to  
State of Florida  
Dept. of Management Services**



**Presented To**

**Nicole Walker, Procurement Officer  
Associate Category Manager,  
Division of State Purchasing**



October 29, 2019

Nicole Walker, Procurement Officer  
Associate Category Manager, Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950

Dear Ms. Walker and State Technical Evaluation Members:

**Allied Universal Security Services** (Allied Universal or Company) is proud to participate in **The State of Florida Department of Management Services Request for Proposals No: 92121500-19-A for Security Guard Services. The Company has been a long-term partner to the State, since 2009.**

The Company has been a resident business in Florida since **1985**; its Tallahassee branch office has been in operation since 1998, and today it deploys more than **700** uniformed, trained, armed and unarmed security professionals, including servicing the current State contract.

Allied Universal has carefully reviewed the materials in the RFP. As pricing is not the only criteria for making a recommendation to award, the Company believes it continues to offer the State the best value possible, having the **capability, manpower, technology, training, human resources and financial capital in place** to perform from Day 1 the described work immediately upon contract award, with no learning curve.

*We understand the local labor market; our compensation and retention plans reflect the competitive labor market, which will ensure the best staffing for the contract. With low unemployment rates, the local region can be a challenging labor market that only a company with robust recruiting capacity can compete in.*

The Company offers substantial experience and specialization in municipal, state and Federal security. As a result, we can leverage national best practices from existing programs nationwide, and bring ideas and innovation to the State's future growth. Allied Universal's offer includes several unique advantages:

- Proud to count more than **20,000 clients** locally and nationwide, which means we understand the unique challenges the State faces in securing its *infrastructure*; meeting *regulatory requirements*; satisfying the demands of *diverse stakeholders*; and most important, providing a *safe and secure environment*.
- **Local branch office in Tallahassee** supported by branch and regional resources including general manager, director of operations, dedicated trainer and recruiters, HR manager, billing and payroll support, and contracts and compliance manager, ensuring each contract receives the attention it deserves--locally.
- **Contract Compliance, Budget & KPI Management.** The Company conducts operational business reviews to document fulfillment of contract requirements. These meetings cover topics such as *key performance indicators*, invoice and billing accuracy, training, post orders, incident report types, trends and turn over.
- **HELIAUS®** is a revolutionary integrated security services delivery solution that goes beyond responsive or reactive solutions. It is not just a tour or incident management system, but a comprehensive workforce management solution with Artificial Intelligence (AI) technology at its core.

We hope the State looks favorably upon our submittal, and will consider this proposal a platform for additional conversation and collaboration. The Company is in receipt of all four (4) addenda. We look forward to discussing all of the Company's qualifications and capabilities in greater detail. Should you have any questions regarding the proposal or wish to schedule a presentation of same, please contact Taylor McDonald at 305.262.7123 or taylor.mcdonald@aus.com. Thank you.

Sincerely,

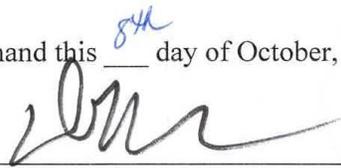


Andrew Daniels, Vice President  
**Allied Universal Security Services**

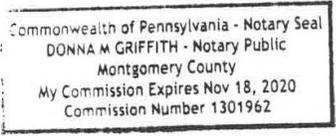
**SECRETARY'S CERTIFICATE for  
Universal Protection Service, LLC (the "Company")**

I, David I. Buckman, hereby certify that: (i) I am the Secretary of Universal Protection Service, LLC, d/b/a Allied Universal Security Services with an address of Eight Tower Bridge, 161 Washington Street, Suite 600, Conshohocken, PA 19428, (ii) Steven S. Jones is President and CEO of the Company, Andrew Vollero is Senior Vice President, Chief Financial Officer and Treasurer of the Company and I am General Counsel, Executive Vice President and Secretary of the Company, (iii) by the By-Laws of the Company I am duly authorized and empowered and hereby designate Andrew Daniels a Vice President, Business Development of the Company, as an individual who can execute security service contracts and proposals on behalf of the Company, including all documents relating to Request for Proposals No: 92121500-19-A Security Guard Services issued by the State of Florida Department of Management Services on September 30, 2019.

In witness whereof, I have set my hand this 8th day of October, 2019.

  
\_\_\_\_\_  
David I. Buckman  
Secretary

The aforementioned Secretary's Certificate was subscribed and sworn to (or affirmed) before me this 8th day of October, 2019 and the signature is personally known to me.



Stamp of Notary

Donna M. Griffith  
\_\_\_\_\_  
Print name

Donna M. Griffith  
\_\_\_\_\_  
Signature

10 / 8 / 19  
\_\_\_\_\_  
Date

## Table of Contents

<u>TAB</u>	<u>TITLE</u>	<u>PAGE</u>
Tab 1 - Completed Attachments .....		1
1) Attachment F - Vendor Information .....		1
2) Attachment G - Certification of Drug-Free Workplace, if applicable .....		3
Tab 2 - Mandatory Responsive Requirements .....		4
1) Attachment E - Responsive Requirements .....		4
2) Attachment H – Cost proposal .....		5
3) Respondent’s Technical Proposal .....		6
1. Experience .....		6
2. Proposed Solution .....		19
3. Human Resource Management .....		49

### ATTACHMENTS

- Sample Certificate of Insurance
  - Company Financials

## Tab 1 - Completed Attachments

### 1) Attachment F - Vendor Information

#### Attachment F Vendor Information

Please ensure the vendor information provided in this form matches the MyFloridaMarketPlace (MFMP) Vendor Registration account information: <a href="#">Florida Vendor Information Portal</a> . DO NOT CHANGE THE FORMAT OF THIS FORM.	
VENDOR NAME:	Universal Protection Service, LLC, dba Allied Universal Security Services
VENDOR FEID NO.:	56-0515447
VENDOR FEID MFMP LOCATION SEQUENCE NO.	F560515447 003
STREET ADDRESS:	1317 Winewood Blvd. Suite 250
CITY, STATE and ZIP:	Tallahassee, FL 32399
WEBSITE ADDRESS:	www.aus.com
TELEPHONE NO.:	850.219.7804
TOLL-FREE NO.:	866.703.7666
FAX NO.:	786.331.9559
CERTIFIED BUSINESS ENTERPRISE	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
CERTIFIED BUSINESS ENTERPRISE CODE (IF APPLICABLE)	N/A
FLORIDA CLIMATE FRIENDLY PRODUCTS	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
AUTHORIZED RESELLERS	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
AUTHORIZED RESELLERS (LIST IF APPLICABLE)	N/A
COVERAGE AREA (STATEWIDE/REGIONAL/SPECIFIC COUNTIES)	Statewide
MFMP CATALOG	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
MFMP CATALOG TYPE (PUNCHOUT, LINE ITEM)	Security Services

Person Responsible for Administering The Contract	
NAME:	Robert McKnight
TITLE:	SSO Auditor - Billing
STREET ADDRESS:	1317 Winewood Blvd. Suite 250
CITY, STATE and ZIP:	<b>Tallahassee, FL 32399</b>
E-MAIL ADDRESS:	robert.mcknight@aus.com
TELEPHONE NO.:	856-889-6408
TOLL-FREE NO.:	866.703.7666
CELL PHONE NO.:	
FAX NO.:	786.331.9559
<b>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.</b>	
REMIT-TO:	<b>PNC Bank c/o Allied Universal</b>
REMIT-TO STREET ADDRESS:	Lockbox Number 828854, Route 38 & Eastgate Drive
REMIT-TO CITY, STATE and ZIP CODE:	<b>Moorestown, NJ 08057</b>
REMIT-TO EMAIL and/or WEBSITE ADDRESS:	remittance@aus.com

## 2) Attachment G - Certification of Drug-Free Workplace, if applicable

### 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:

Universal Protection Service, LLC, dba Allied Universal Security Services

By:   
Authorized Signature

Andrew Daniels, Vice President  
Print Name and Title

## 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

#### 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 ( <a href="https://www.sbafla.com/fsb/PerformanceReports.aspx">https://www.sbafla.com/fsb/PerformanceReports.aspx</a> ), 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: <a href="http://www.sunbiz.org">www.sunbiz.org</a> . (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](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.

Universal Protection Service, LLC, dba Allied Universal Security Services

Name of Respondent's Organization

Andrew Daniels

Signature of Organization's Authorized Representative

October 29, 2019

Date

## 2) Attachment H – Cost proposal.

**Submit the provided Attachment H – Cost Proposal, in an Excel File.**

As a long-term partner to the State of Florida (along with many participating agencies and other authorized users) Allied Universal recognizes the importance of this contract vehicle. We have carefully reviewed the requirements of solicitation number 92121500-19-A for Security Guard Services. In addition, we have incorporated the requirements of both the solicitation and addendums into our pricing. We recognize that there are many changes to the current requirements that must be considered in our approach to meeting the new Scope of Services.

Allied Universal presents a pricing model that is both fair and reasonable based on the requirements of the solicitation. Our pricing is based on a comparison of previous prices, current/forecasted labor market conditions, and changes in the Producer Price Index (PPI) provided by the U.S. Department of Labor, Bureau of Labor Statistics (BLS) for series ID 561612561612. We recognize that there may be a wide variance among total evaluated prices and labor rates based on a vendor's experience with similar contracting vehicles and knowledge of current labor market changes - as well as pending legislative living/minimum wage laws (e.g., Florida Amendment 2, \$15 Minimum Wage Initiative -2020, Miami-Dade County Living Wage, Broward County Living Wage, etc.). As a responsible bid participant, we are presenting pricing that is both fair and reasonable for the scope of services set forth in RFP 92121500-19-A for Security Guard Services.

Allied Universal also recognizes that a responsible contractor shall not exceed the pricing set forth in the Contract but may propose decreases in pricing for Customer-specific purchases. As such, our pricing is presented not as actual rates but as pricing levels that cannot be exceeded. We also recognize that the cost realism provided by all contractors is integral to the success of this contract. Therefore, we have carefully analyzed proposed legislative changes being considered by the State of Florida and other municipalities regarding minimum/living wage standards in setting our pricing maximums.

The Company has submitted **Attachment H, Cost Proposal**, under separate cover.

### 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.

#### 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 Company has been a long-term partner to the State, since 2009.***

The August 2016 merger of Allied Barton Security Services (founded in **1958**) and Universal Protection Services (founded in **1964**) created not only the largest provider of security services in North America—with **200,000** security professionals deployed from **180** branch offices throughout the United States, Canada, Puerto Rico, and the U.S. Virgin Islands—but a new entity that offers innovative security solutions to clients and prospects alike.

#### Allied Universal Mission

*Allied Universal provides unparalleled service, systems and solutions to serve, secure and care for the people and businesses of our communities. We put our relationships with our employees and clients at the heart of everything we do each and every day.*



#### Fast Facts about Allied Universal...

- The largest security services company in North America.
- Operations in the United States, Canada, U.S. Virgin Islands and Puerto Rico
- More than **200,000** employees.
- Dual headquarters in Santa Ana, CA and Conshohocken, PA
- More than **\$7 billion** in annual revenues in 2017



Today, the Company offers a wide range of armed and unarmed security services nationwide at various municipal, state, and Federal facilities to include:

- Access Control
- Alarm Response
- Armed Protective Services
- Canine Teams
- Control Centers and CCTV Operations
- Emergency/Alarm Response
- Detecting, Reporting, Correcting Safety Hazards
- Enforcing Policies/Procedures and State Laws
- Escort Services
- Fire Safety Officers
- Guard Force Protection
- Hazmat Responders
- Internal/External Patrols
- Patrol Services (Vehicle, Bike, Foot)
- Recruiting and Providing Cleared Personnel
- Security Technology Solutions
- Terrorism Awareness Training
- X-Ray, Magnetometer, Wand Device Operation

## Allied Universal Government Services

Allied Universal is recognized by our clients as the industry leader, specializing in force protection and access control to municipal, state and federal government facilities and agencies, including:

- Airports
- Business Improvement Districts
- City Administrative Services
- Consulates/Embassies
- Courts
- Federal, Civilian and Defense Contractors
- Federal Government Agencies
- International Financial Agencies
- Municipal, County and State Agencies
- Ports/Port Authorities
- Public Utilities
- Transportation/Transit Authorities

## Government Services Memberships

- International Association of Chiefs of Police (IACP)
- National Sheriff's Association (NSA)
- National Institute of Government Procurement (NIGP).

The Company is active with the **US Department of Homeland Security/Homeland Security Advisory Council (HSAC)**, specifically on human trafficking issues. We are working with DHS to deploy training and increase awareness of the indicators of that crime and working with clients and government agencies to mitigate it.

## Government Services Division provides more than...

- AUS provides more than **26,000,000** man-hours of armed and unarmed security services to municipal, state and Federal government facilities nationwide annually
- **15,000** specially-trained Government Services contract officers
- More than **300** municipal, state, and Federal customers
- Nearly **1,000** government facilities; up to **300 plus** locations under a single contract.
- Dedicated Subject Matter Experts

From this experience, the Company fully understands the complexity of maintaining compliance with rules and regulations while providing the required security services and the need for qualified officers. While each client contract is unique in scope and size, typical facilities the Company secures include:

- City Hall, County Courthouse Complex, State Capitol Complexes and Federal Facilities
- Courthouses

- City and County Agencies
- City and County Health facilities & Hospitals
- County Juvenile Assessment Centers
- City/County Water and Utilities
- Parking Facilities
- Data Centers
- City/County/Federal Child Care Centers
- Motor Vehicle and other Licensing Facilities
- Social Security and Human Services Centers

The following graphic shows some of the many locations Allied Universal provides similar services.



The following table lists a sampling of municipal, state and Federal clients, the HPW of services provided, and when services began.

	HOURS PER WEEK	CLIENT SINCE
<b>STATE-WIDE CLIENT CONTRACTS</b>		
State of Florida (Various Agencies & Users)	Varies	2009
County of Broward, FL	7,000	2010
County of Miami Dade, FL	15,000	2009
City of Orlando	2,000	2018
City of Tampa	5,000	2012
<b>MUNICIPAL CLIENTS</b>		
City of New York, NY	38,000	2006
City of Houston	10,000	2019
City of Dallas, TX	2800	2015

	HOURS PER WEEK	CLIENT SINCE
City of Las Vegas, NV	600	2000
City of San Antonio, TX	4500	2005
City of Denver Water	1000	2016
City of Arvada, CO	800	2016
<b>COUNTY-WIDE CLIENTS</b>		
County of San Bernardino, CA	6,000	2008
County of San Diego, CA	4,200	2008
County of Los Angeles, CA	36,000	2015
County of San Mateo, CA	2,500	2010
County of Ventura, CA	3,000	2015
Ada County, ID	1,500	2011
Clark County, NV	1,500	2009
Hennepin County, MN	2,500	2014
County of Allegheny, PA	2,400	2012
Adams County, CO	700	2009

## Local Response | National Support in Tallahassee

The Company’s Tallahassee branch office will be the home of the support team behind the employees and managers who will provide security to the State. Support staff and management already have specific knowledge of your security program and market, and will continue to oversee strategy, hiring, training, scheduling, supervision and administration. Branch office managers, recruiters, trainers and support staff also assist with:

- Promptly filling extra coverage requests
- Coordinating and activating emergency response plans
- Ordering, fitting and distributing uniforms
- Quality Assurance including off-hour inspections
- Onboarding new employees
- Training and human resource inquiries

<b>Tallahassee Branch Office</b>
<b>Allied Universal Security</b> 1317 Winewood Blvd., Suite 250 Tallahassee, FL 32399 Phone: 850.219.7804

### Local Operations in Tallahassee

The Department, like many growing municipalities, faces challenges on many fronts. Outsourced services partners play an integral role in achieving their goals, as well as customer satisfaction. We understand the role we play as your security partner in providing a safe, welcoming, clean environment.

The Tallahassee branch office will be the home of the support team behind the employees and managers providing your security. Support staff and management will have specific knowledge of your security program and market, and will oversee strategy, hiring, training, scheduling, supervision and administration. Branch office managers, recruiters, trainers and support staff also assist with:

- Promptly filling extra coverage requests
- Coordinating and activating emergency response plans
- Ordering, fitting and distributing uniforms
- Quality assurance including off-hour inspections
- Onboarding new employees
- Training and human resource inquiries

**The Company has maintained and operated a local branch office in Tallahassee since 1998, and currently deploys more than 700 security professionals from its Tallahassee branch office, supported by 20 managers and administrative support staff.**

### National Support

The Company’s corporate management team is made up of industry executives who understand your business needs and have in place the programs and training to ensure clients receive best-in-class services, the **National Support** of our **Local Response**. Centralized functions are housed at dual Company headquarters in Conshohocken, PA, and Santa Ana, CA.

- Accounting Shared Services
- Finance and Accounting
- Human Capital Management
- IT
- Legal Affairs and Compliance
- Project Management
- Purchasing
- Talent Acquisition Team
- Training
- Marketing & Sales Services
- Project Management

Corp. HQ East	Primary Contact for RFP	Local Response in Tallahassee
<b>Allied Universal Security Services</b> Eight Tower Bridge 161 Washington Street, Suite 600 Conshohocken, PA 19428 Phone: 484.351.1300	<b>Taylor McDonald</b> Director, Government Services, FL <b>Allied Universal Security Services</b> Phone: 305.262.7123 Fax: 786.331.9559 Email: taylor.mcdonald@aus.com	<b>Allied Universal Security Services</b> 1317 Winewood Blvd., Suite 250 Tallahassee, FL 32399 Phone: 850.219.7804

### Department Project Team

The local and regional team consists of highly experienced executives and managers.

**Resumes/bios** for Key Personnel are provided on the following pages; how the Company’s local organization is shown in the chart that follows.

Name & Title	Training	Functional Role	Licenses/Associations	Add'l Experience
<b>Bob Wood</b> President of Southeast Region	B.S. Criminal Justice, College of New Jersey	Responsible for operational oversight of 500+ accounts in the Southeast Region.	American Society of Industrial Security Building Owners and Managers Association Association of Certified Fraud Examiners	<ul style="list-style-type: none"> <li>• Wood is responsible for the management and oversight of all Universal field security operations, including account management, field supervision, customer relations</li> </ul>

Name & Title	Training	Functional Role	Licenses/Associations	Add'l Experience
				<p>management and business development.</p> <ul style="list-style-type: none"> <li>• More than 30 years' of experience in the private security industry with the 3rd largest U.S. protective services firm, where he held key management positions responsible for operations in the Mid-Atlantic, New England and New York regional markets, including directing uniformed security services and relationship management for high-profile clients.</li> </ul>
<p><b>Jose Ubieta</b> Senior Vice President Operations Miami Region</p>	<ul style="list-style-type: none"> <li>◆ B.A., Criminal Justice Administration, FIU</li> <li>◆ Completed Surveillance Detection Course certification provided under the Department of Homeland Security.</li> <li>◆ Certified by the Federal Emergency Management Agency in Introduction to the Incident</li> </ul>	<p>Responsible for Miami region and Southeast regional support consisting of 100,000+ hours of Security Services. Manages 3,000+ personnel including General Managers, Account Managers and Security Professionals.</p>	<p>Member of ASIS (American Society of Industrial Security) Certified Instructor for Incident Response to Terrorist Bombings, IRTB Program, New Mexico Tech.</p>	<ul style="list-style-type: none"> <li>• Also responsible for the operational oversight of over 150 accounts including Government, Performing Arts, Museums and University's throughout Miami, San Juan and U.S. Virgin Islands</li> <li>• Years in Industry: 30+ years</li> <li>• Currently serves as</li> </ul>

Name & Title	Training	Functional Role	Licenses/Associations	Add'l Experience
	Command System, ICS 100; National Incident Management System, NIMS; ICS for Single Resources and Initial Action Incidents.			Senior Regional Vice President Support all Southeast Region operations. <ul style="list-style-type: none"> <li>• Previously oversaw security operations for the Dade District which encompassed 18,000 weekly hours of service for prestigious national customers and numerous Miami-Dade County customers such as Internal Services Department, Miami International Airport, the Adrienne Arts Center for the Performing Arts, Water &amp; Sewer Department, &amp; the Juvenile Assessment Center.</li> <li>• Coordinated contract and event security operations for the 1997 World Series at Pro Player Stadium in Miami, Florida</li> <li>• Extensive security experience spanning 30</li> </ul>

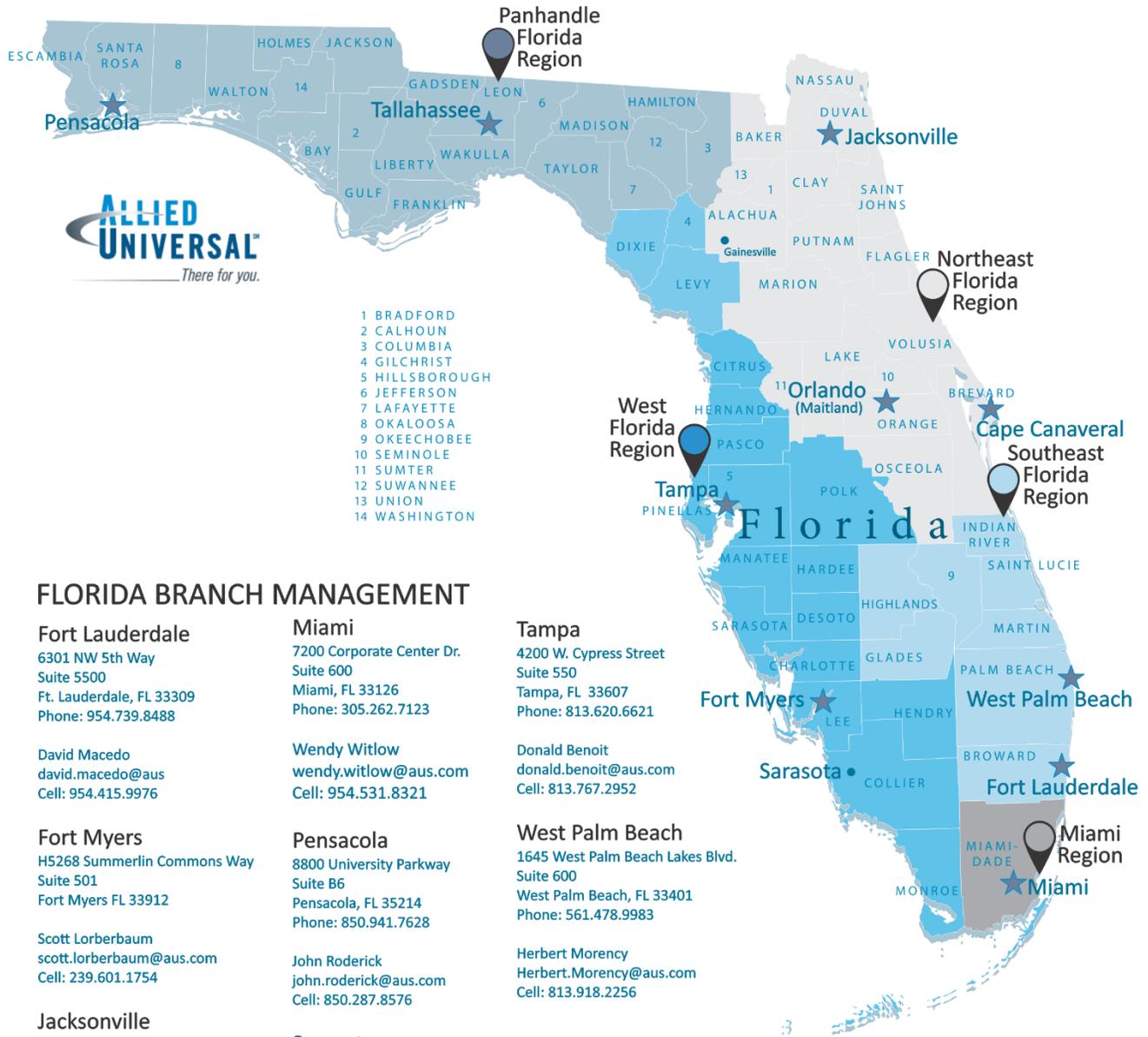
Name & Title	Training	Functional Role	Licenses/Associations	Add'l Experience
				<p>years with combined commercial, private, and governmental agencies</p> <ul style="list-style-type: none"> <li>Supervised contract security services for Miami-Dade County Courthouses to include screening, personal protection, and emergency response</li> </ul>
<p><b>Andrew Daniels</b> Vice President Business Development, Southeast Region</p>	<p>B.A., Speed Communication, Ithaca College, Ithaca, NY</p>	<p>Oversees business development and accounts throughout the Southeast Region</p>	<p>Building Owners and Managers Association American Society for Industrial Security Community Associations Institute</p>	<ul style="list-style-type: none"> <li>Years in Industry: 10+ years</li> <li>10+ years specializing in Residential Communities</li> <li>Oversees 17 Security Account Development Specialists</li> </ul>
<p><b>Charlie Bohnenberger</b> Vice President, Government Services</p>	<p>BA, Political Science, Villanova University, 1989 Master of Government Administration (MGA), University of Pennsylvania, 1997 Certificate, Leadership for State Executives, Duke University, 1998</p>	<p>Responsible for overall customer satisfaction, at the corporate level.</p>	<p>Board of Directors, Navy League of the United States, Philadelphia Chapter Board of Directors, United Cerebral Palsy Association of Philadelphia and Vicinity Member; Legislative Affairs Committee, Greater Philadelphia Chamber of Commerce</p>	<ul style="list-style-type: none"> <li>19 years' experience in political, government, and business sectors.</li> <li>11 years' senior management experience in both the public and private sectors.</li> <li>Served as Director of Governor Tom Ridge's Philadelphia Regional Office; as such, served as the Governor's</li> </ul>

Name & Title	Training	Functional Role	Licenses/Associations	Add'l Experience
				<p>representative on the Board of Directors for the Philadelphia Convention &amp; Visitor's Bureau, Greater Philadelphia Tourism Marketing Corp., The Delaware River Port Authority, and several others.</p> <ul style="list-style-type: none"> <li>• IBM's primary liaison to the US Department of Homeland Security, Department of Defense, and other federal agencies for IBM's largest consulting business unit.</li> </ul>
<p><b>Taylor McDonald</b> Director of Government Services</p>	<p>M.S., Engineering Psychology / Human Factors Engineering, Florida Institute of Technology, Melbourne, FL</p> <p>B.S., Engineering Arts / Systems Engineering, Michigan State University, East Lansing, MI</p>	<p>Oversees government services throughout the Southeast region.</p>	<p>American Management Association, Mergers &amp; Acquisitions, 24-hours.</p> <p>University of Virginia School, Darden School of Business, Executive Education, 8-hours.</p> <p>Dale Carnegie &amp; Associates, Management Seminar, 7 weeks</p> <p>Stephen Covey, 7 Habits of Highly Effective People, 4 days</p> <p>Dale Carnegie &amp; Associates, Human Relations &amp; Effective 12-week course. <i>Elected by class members for Graduate Assistantship</i></p>	<ul style="list-style-type: none"> <li>• 10+ years' experience in security industry</li> <li>• 10+ years' experience in defense industry</li> <li>• Oversees state, county, and city government accounts in the Southeast region</li> <li>• Extensive experience in program management, systems engineering, and human factors engineering.</li> <li>• Interface and instructional design for</li> </ul>

Name & Title	Training	Functional Role	Licenses/Associations	Add'l Experience
				Federal Bureau of Investigation (FBI), Federal Aviation Administration (FAA), National Geospatial-Intelligence Agency (NGA), Defense Intelligence Agency (DIA), Homeland Security and many other government agencies.
<p><b>Lodovico "Chuck" Lesaltato</b> Regional Training Manager</p>	<p><b>State of Florida Law Enforcement Officers Basic Recruit Class</b> <i>August-February 1989</i> State of Florida Commission of Justice Standards, Sarasota, FL</p> <p><b>Basic Law Enforcement Training</b> <i>January 1978</i> Cook County Sheriff's Office, Maywood, IL</p> <p><b>Basic Federal Law Enforcement Training</b> <i>August 1973</i> U.S. Postal Inspection Service, Bethesda, MD</p> <p><b>Triton College</b> <i>1971-1974</i> River Grove, IL</p> <p><b>Wright College</b> <i>1970-1972</i> Chicago, IL</p>	<ul style="list-style-type: none"> <li>Supervises 6 Regional Trainers in 8 states</li> <li>Training of security officers in CPI, CPR, AED, First Aid, Handcuffing, OCAT, Baton and MOAB</li> <li>Coordinates and outsources firearms and Taser training</li> <li>Active Shooter training</li> <li>Security Supervisor Training</li> <li>Teaches State of Florida and Georgia security officers security license classes</li> </ul>	<p><b>Security Training</b></p> <ul style="list-style-type: none"> <li>State of Florida Security License Class D – Unarmed Security Officer</li> <li>Class G – Armed Security Officer</li> <li>Class MB – Security Manger</li> <li>Class DI – Security School Instructor</li> </ul> <p><b>Certifications</b></p> <ul style="list-style-type: none"> <li>American Heart Association – CPR, AED and First AID Instructor</li> <li>Nonviolent Crisis Intervention – CPI Instructor</li> <li>Management of Aggressive Behavior- MOAB</li> <li>Instructor Handcuffing Instructor</li> <li>OCAT Instructor</li> <li>Baton Instructor</li> <li>FEMA Certifications: ICS 100.LE, ICS.LE 200, IS700, IS800, ICS100HCB, ICS200HCA</li> </ul>	<ul style="list-style-type: none"> <li>Lieutenant/Law Enforcement - 1999-2012</li> <li>Media Liaison Officer (Public Information Officer) - Sarasota County Sheriff's Office, Sarasota, FL - Deputy/Law Enforcement - 1990-1999</li> <li>Crime Prevention and Back-up Public Information Officer - Sarasota County Sheriff's Office, Sarasota, FL - Deputy/Law Enforcement - 1989-1990</li> <li>Parks and Recreation Unit - Sarasota County Sheriff's Office, Sarasota, FL - Deputy/Law Enforcement - 1988-1989</li> </ul>

Name & Title	Training	Functional Role	Licenses/Associations	Add'l Experience
				<ul style="list-style-type: none"> <li>• Sarasota County Sheriff's Office, Sarasota, FL - Police Officer/Traffic Unit Supervisor - 1984-1988</li> <li>• Hinsdale Police Department, Hinsdale, IL - Store Detective (Part-time) - 1983-1988</li> <li>• Jewel Food Stores - Detective - 1983-1984</li> <li>• Hinsdale Police Department, Hinsdale, IL - Police Officer - 1978-1983</li> <li>• Hinsdale Police Department, Hinsdale, IL - Hotel Detective Supervisor (Part-time) - 1974-1978 O'Hare Hilton, Chicago, IL</li> <li>• Police Officer - 1973-1978 U.S. Postal Inspection Service, Chicago, IL</li> </ul>

Name & Title	Training	Functional Role	Licenses/Associations	Add'l Experience
<b>Edwin Rodriquez</b> Regional Trainer	<b>State of Florida DI Instructor.</b> D&G License as well  <b>UNITED STATES MARINE CORP</b> E-5 SERGEANT JULY1982- JULY 1988  <b>MONROE COLLEGE ACCOUNTING DEGREE</b> 01/1989-06/1993	<ul style="list-style-type: none"> <li>• Training of Security Officers in CPI, CPR, AED, First Aid, Handcuffing, OCAT, Baton and MOAB</li> <li>• Active Shooter training</li> <li>• Security Supervisor Training</li> <li>• Teaches State of Florida security Officers Security license classes</li> </ul>	<ul style="list-style-type: none"> <li>• Security Training</li> <li>• State of Florida Security License Class D – Unarmed Security Officer</li> <li>• Class DI – Security School Instructor</li> </ul> Certifications <ul style="list-style-type: none"> <li>• American Heart Association –ASHI, CPR, AED and First AID Instructor</li> <li>• Nonviolent Crisis Intervention – CPI Instructor</li> <li>• Management of Aggressive Behavior- MOAB Instructor</li> <li>• Handcuffing Instructor</li> <li>• OCAT Instructor</li> <li>• Baton Instructor</li> </ul>	<ul style="list-style-type: none"> <li>• Government Experience</li> <li>• FAA Clearance</li> <li>• Airport Control Towers Security Supervisor</li> <li>• TWIC</li> </ul>



- 1 BRADFORD
- 2 CALHOUN
- 3 COLUMBIA
- 4 GILCHRIST
- 5 HILLSBOROUGH
- 6 JEFFERSON
- 7 LAFAYETTE
- 8 OKALOOSA
- 9 OKEECHOBEE
- 10 SEMINOLE
- 11 SUMTER
- 12 SUWANNEE
- 13 UNION
- 14 WASHINGTON

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- Southeast Region**  
President Southeast, Bob Wood  
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## 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.

### Allied Universal's Service Delivery Approach

Our client-focused service delivery approach will ensure the Department’s evolving security needs are met through an innovative approach to security and client satisfaction.

You will have peace of mind knowing that Allied Universal implements a formal four-step process, DX4 (Discover, Develop, Deliver, Document), to understand and meet your needs, and bring continuous improvement to your security program. Local branch management will meet with Department representatives regularly to review progress and make value visible.

During the **DISCOVER** stage, we will learn what matters most to you: Current concerns, existing priorities, and future expectations will be fully uncovered and understood.

We will then **DEVELOP** a customized plan tailored to meet your needs and priorities. This plan is documented and includes performance standards so results can be monitored and tracked.

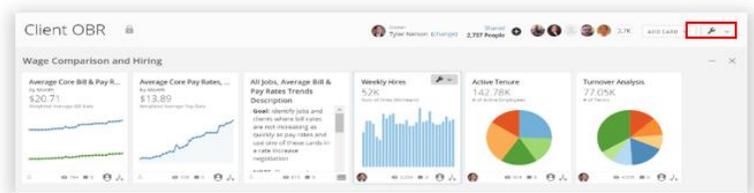
Our ultimate goal is to continually **DELIVER** what is important to you, visibly and measurably. We conduct formal Operations Business Reviews (OBRs) to review accomplishments, create benchmarks for future reviews and establish measurable goals. These client OBRs are an essential part of the Allied Universal service model.

The Department’s security program will be reviewed regularly to ensure it is successful and meeting your expectations. We **DOCUMENT** each client contact, and track and trend all initiatives as well as any incidents that may occur in an effort to drive operational excellence.

We believe in partnering with our clients, and because of that, we will be immersed in your culture and as dedicated to your security program as you are. When you partner with Allied Universal, value to the Department’s security program will be made visible through accountability, transparency, measurement, responsiveness and engaged management and staff.

### Account Management Model

An Allied Universal account manager will make a critical difference in the success of the Department’s security program. Its needs, culture and organizational goals set the tone for the account manager's priorities. This individual manages day-to-day security operations and ensures that your security vision is Allied Universal's security vision.



Beyond managing administrative tasks like scheduling and reporting, we know the importance of ensuring the highest levels of on-site supervision, a focal point for all operational issues and delivery of day-to-day security and services. On-site security leaders are empowered decision makers, **available at all times for quick response to emergency situations and escalated security issues**. Account managers have the experience to provide solid leadership to the Department's security team, able to make sound judgement calls and implement change if necessary, with the authority to engage regional or corporate functional support as needed and a client-focused mindset to ensure your interests and high standards of service are always top-priority.

### *Benefits of a Dedicated Account Manager*

Knowledgeable management resource focused on your account

On-site training resource to implement your initiatives quickly and efficiently

Manage incident response, reduce risk and conduct investigations

Mentor and expert resources for officers and supervisor

## Uniforms and Appearance

Uniformed security officers' uniforms should harmonize with the requirements of their position. Allied Universal provides uniforms to security officers at no cost. Uniforms are replaced as normal wear and tear dictates to ensure a highly professional appearance is maintained at all times.

The Department's uniformed security professionals will should harmonize with the requirements of his or her position. A neatly uniformed, well-groomed security professional commands respect and authority and helps to project a professional image for the Department. A security team who understands the importance of a neat and professional appearance and sets the highest industry standards for uniforms, accessories and personal grooming requirements will benefit your security program. The security professional is the first person your visitor's come in contact with. They are a direct reflection of Department operations and an ambassador of its brand. That is why it is important to select security professionals who take pride in their appearance each and every day.



Whether it's an executive look, BDU, or a strong armed professional appearance, Allied Universal has the comfortable and long lasting uniforms that exceed expectations and set a standard in representing the Department's brand. We offer distinctive styles because your security program demands a high level of visibility and an authoritative security presence in today's environment. A security professional will always look professional and positively represent the Department's brand.

## Our Assurance

The Company's program for uniform and appearance starts when the security professional is hired. What differentiates our uniform and appearance program is the attention to detail and commitment to ensuring a professional look. This three-step process includes:

- Personnel who issue uniforms are trained to measure for proper fit
- Security professionals are trained and provided tips on how to wear the uniform properly
- Inspection programs ensure that security professionals are dressed correctly and when uniform pieces need replacement, action is taken in a timely manner

## Grooming

Personal grooming and hygiene are every bit as important as the proper uniform. Each security professional understands the importance of his or her position, the need for a positive attitude, good appearance and hygiene. Our standards include guidelines on hair, facial hair, personal grooming and jewelry. We know that our security professionals' appearance can be a direct reflection of the Department.

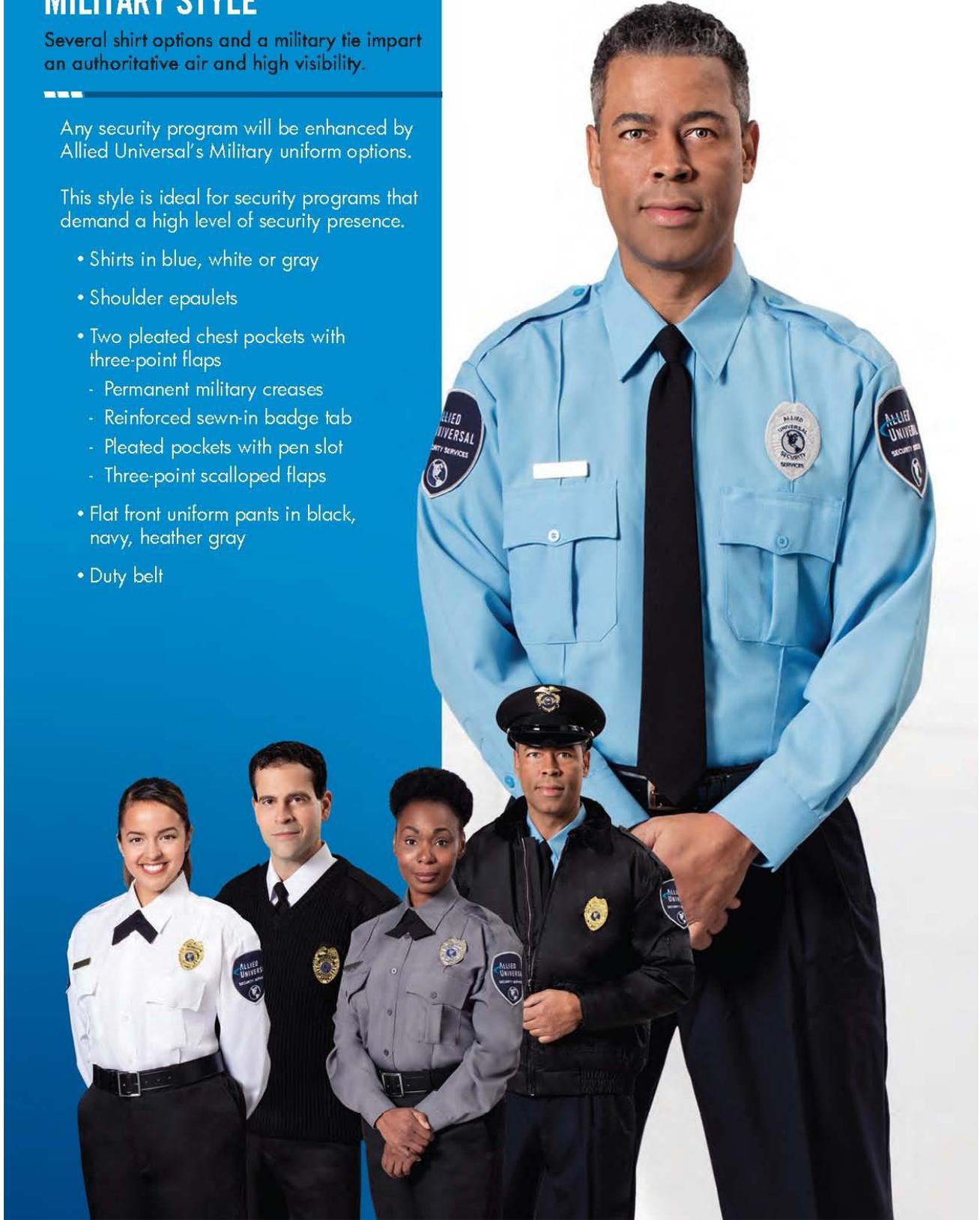
## MILITARY STYLE

Several shirt options and a military tie impart an authoritative air and high visibility.

Any security program will be enhanced by Allied Universal's Military uniform options.

This style is ideal for security programs that demand a high level of security presence.

- Shirts in blue, white or gray
- Shoulder epaulets
- Two pleated chest pockets with three-point flaps
  - Permanent military creases
  - Reinforced sewn-in badge tab
  - Pleated pockets with pen slot
  - Three-point scalloped flaps
- Flat front uniform pants in black, navy, heather gray
- Duty belt



## Comprehensive Training

***The Company is committed to providing the Department with the security industry's most highly trained and prepared security professionals and managers. This includes standard security training, site specific training and industry-specific security training.***

The Company's learning and development program goes beyond traditional training and provides enhanced course offerings, compliance functionality and opportunities for employee growth. Comprehensive training is the starting point for security professionals' growth and development. A range of mandatory and voluntary training modules are offered pre-assignment, on-the-job and as continuing education as security professionals strive to stay current with industry trends and your evolving needs.



There are Five Phases of security professional onboarding and development:

1. New Employee Orientation
2. On-the-Job-Training Post Certification
3. Core Training
4. Quarterly Site Training
5. Ongoing, sector-specific Curriculum

PHASE	TIMEFRAME	EXAMPLES/DESCRIPTION
<b>1-Orientation</b>	<b>New Hire</b>	Onboarding, policies/procedures, emergency management, safety, customer service, legalities of private security, terrorism awareness, CPR/First Aid/AED (If contract requires prior to assignment).
<b>2- OJT</b>	<b>Prior to Site Assignment</b>	Site specific training, facility familiarity, duties/responsibilities, customer orientation, shadowing.
<b>3- Core Curriculum</b>	<b>Within 90 Days of hiring</b>	20 Courses of critical security related topics to help create knowledgeable and skilled security officers.
<b>4- Quarterly Site</b>	<b>Every Quarter</b>	Developed custom per site. Often developed by operations manager and site supervisor based on customer desires. Can include refresher training, new initiatives, policies/procedures, emergency preparedness, safety, drills/exercises, etc.
<b>5- Ongoing</b>	<b>As mandated or desired</b>	Generally, industry specific training and includes assigned training curriculum as well as self-paced elective training by officers interested in developing themselves. Generally managed through Allied Universal   EDGE training platform which hosts over 1,000 training resources. For the Department, this would include ongoing training courses as well as Department training. These items are further outlined below.

## Training Methods

### eLearning – Allied Universal EDGE

Security professionals and managers can complete training at a time and place that's convenient for them. Allied Universal EDGE® [Educate, Develop, Grow and Engage] is our proprietary online learning and development system.

**1,000+ assets** (courses, videos, webinars, modules)

**5,000,000+ courses** completed since 2009



#### Instructor-led

Employees benefit from hands-on instruction in

classroom and group settings; questions can be addressed and testing conducted.

#### Virtual Instructor-led Training (VILT)

Training designed to simulate the traditional classroom or learning experience delivered in a virtual environment when the instructor and learner are in separate locations.



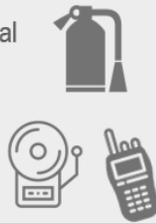
#### On-the-Job-Training

Site-specific and customized training is conducted at your location. A customized checklist is entered into our online database to ensure compliance.



#### Scenario-based Learning

Employees are trained on real life situations that happen in the learner's environment. This teaches security professionals how to react and make decisions when certain scenarios arise.



#### mLearning

Online learning suitable for an iPad. Used as needed for refresher courses on topics such as fire safety, ethics and client experience. Mobile learning includes a library of videos and podcasts.



### Subtopics



Aviation Security



Chem/Petro/Utility Security (CPCU)



Commercial Real Estate Security



Cultural Institution Security



Data Center Security



Government Services Security



Healthcare Security



Higher Education Security



Manufacturing/Industrial Security



NISP Security



Residential Community Security



Shopping Center Security

## On-the-Job Training (OJT) Post Certification

Phase Two of the Company’s Five Phases of Security Professional Onboarding and Development is OJT Post Certification. AUS recognizes that a work site’s policies, procedures and post orders cannot be learned in a classroom but must be learned at the work site. Security professionals will be prepared for your individual needs and know how to effectively manage your security program. OJT is site-specific and customized to your authority. This training is guided by a checklist which is entered into our online database providing a checkpoint to track completion.

OJT Post Certification Training – Sample Topics			
<ul style="list-style-type: none"> <li>• Access Control</li> <li>• Bomb Threats</li> <li>• CPR/First Aid/AED</li> <li>• Electrical Emergencies</li> <li>• Equipment Removal Procedures</li> </ul>	<ul style="list-style-type: none"> <li>• Fire Alarm Response</li> <li>• ID Checks</li> <li>• Key Control</li> <li>• Mechanical Emergencies</li> <li>• Media Relations</li> <li>• Medical Emergencies</li> </ul>	<ul style="list-style-type: none"> <li>• Opening/Closing Procedures</li> <li>• Parking &amp; Enforcement</li> <li>• Parking Lot Security</li> <li>• Patrol Techniques</li> <li>• Post Responsibilities</li> <li>• Report Writing</li> </ul>	<ul style="list-style-type: none"> <li>• Report Writing</li> <li>• Terrorism Awareness</li> <li>• Use of Telephones</li> <li>• Vehicle Assistance</li> <li>• Water Leaks</li> <li>• Weather Emergencies</li> </ul>

## Core Training

Core Training is Phase Three of the Security Professional and Development process. It consists of 20 lessons, each with an exam that must be successfully passed (score of 80% or higher). Core Training must be completed within six months of hire; compliance is tracked through our online compliance management system, WinTeam.

Core Training		
<ul style="list-style-type: none"> <li>• Introduction to Contract Security</li> <li>• Legal Aspects of Private Security</li> <li>• Note Taking and Report Writing</li> <li>• Importance of Documentation</li> <li>• Patrol and Observation</li> <li>• Liability and Loss Prevention</li> <li>• Post Orders</li> </ul>	<ul style="list-style-type: none"> <li>• Appearance and Wellness</li> <li>• Exceptional Customer Care</li> <li>• Difficult People or Situations</li> <li>• Introduction to Safety</li> <li>• Personal Safety</li> <li>• First Aid, CPR and AED</li> <li>• Harassment</li> </ul>	<ul style="list-style-type: none"> <li>• Workplace Violence</li> <li>• Emergency Management</li> <li>• Indicators of Terrorist Surveillance</li> <li>• Video Surveillance</li> <li>• Bomb Threats</li> <li>• Media Management</li> </ul>

## Vehicle Operation

Driver and Specialized Patrol Vehicle training are each two-part, four-hour courses designed for security professionals who will drive an Allied Universal- or client-owned vehicle while on duty. Courses are conducted by an Allied Universal trainer, and are also available online.

Vehicle Training			
Car/Truck	Segway and T-3	Bicycle	Golf Cart
<ul style="list-style-type: none"> <li>• Driver/Vehicle Policy</li> <li>• Rules on Vehicle Operations</li> <li>• Patrol Driving</li> <li>• Accident Reporting</li> <li>• Vehicle Inspection Checklist</li> <li>• Vehicle Trip Log</li> <li>• Accident Reporting Procedures</li> <li>• Driver Training Practical Application Checklist</li> </ul>	<ul style="list-style-type: none"> <li>• Definition of Segway and T-3</li> <li>• Description of How Segways and T-3s Work</li> <li>• Important Safety Tips</li> </ul>	<ul style="list-style-type: none"> <li>• Bicycle Basics and Safety</li> <li>• Rules of the Road</li> <li>• Preparation for Bicycle Patrol</li> </ul>	<ul style="list-style-type: none"> <li>• Golf Cart Daily Inspections</li> <li>• Golf Cart Operation</li> <li>• Safe and Secure Golf Cart Parking</li> </ul>

The second part of vehicle training occurs at the work site, with the actual patrol vehicle. Checklists guide the security professional and trainer through the safe operation of the patrol vehicle, using the actual patrol routes.

## Continuous Learning

### Additional Online Course Offerings

More than 1,000 assets including training modules, webinars, videos and learning tools are available through the AUS|EDGE, our online learning management system. New topics are constantly added. Our employees have on-demand access, through eLearning, and in 2017, more than 1,000,000 courses were successfully completed through the EDGE.

**Customer Service** - AUS places a high priority on customer service and we understand that it is a critical component of any security program. Some additional ways for employees to improve their customer service skills include:

- **Exceptional Customer Care:** The best way to provide customer service as a security professional is to be client focused. This course examines how to exceed customer's needs and win them over for life.
- **Customer Relations Management:** This course covers AUS's approach to customer relationship management and teaches tips for developing strong customer partnerships.
- **White Glove Customer Service:** This course covers the tools necessary to provide a higher level of customer service and better manage perception to create an excellent impression and communicate effectively.

### Ongoing and Refresher Training

Ongoing & Refresher Training			
<ul style="list-style-type: none"> <li>• Fire Alarms</li> <li>• Access Control</li> <li>• Bomb Threats</li> </ul>	<ul style="list-style-type: none"> <li>• Medical Emergencies</li> <li>• Broken Windows</li> <li>• Patrol</li> <li>• Water Leaks</li> </ul>	<ul style="list-style-type: none"> <li>• Suspicious Persons/ Disturbances</li> <li>• Water Leaks</li> <li>• Power Outages</li> </ul>	<ul style="list-style-type: none"> <li>• Customer Service</li> <li>• Safety Awareness</li> <li>• Elevator Entrapments</li> </ul>

### Supervisory and Management Training

- **AUS Supervisor Training:** This is the next step for a supervisor and includes trainings such as Principles of Leadership, Time Management and Supervisor Essentials.
- **AUS Management Training:** This includes courses on Security Management Essentials and must be completed when an employee moves into a managerial position.
- **AUS Leadership Training:** This is for senior operational and business development leaders and includes Leadership Essentials, Coaching, Delegating, Process Improvement and Crisis Management courses.

### Quarterly Leadership Training

The local management team executes **quarterly leadership training for all site supervisors and account managers**, as pictured to the right. This prepares the onsite leaders for our program to help mentor officers and better serve our customers. Additionally, the training program offers the opportunity for 90+ security leaders to network, share information and discuss best practices.

### Training Compliance Tracking

Compliance tracking through the Allied Universal | EDGE allows training to be accurately recorded and reported. eHub includes a compliance module that captures training records and is accessible to the Department by smartphones or computers. These systems enable trainers and managers to track

security professional progress through initial, specialty and refresher training, verify compliance, and discuss training status with you at any time. The compliance tracker monitors requirements by service location and post, as well as any state or local regulations. This ensures employees assigned to you, including temporary employees, always meet your requirements.

### Sample Training Compliance Report

With Allied Universal as your security provider, your security professionals, including temporary assigned staff, will be properly trained. Compliance tracking through the Allied Universal **EDGE** allows training completion to be accurately recorded and reported. Likewise, **eHub** includes a compliance module that captures training records and is accessible in real time by smartphone or computer. The compliance tracker monitors and enforces requirements by service location and post. This ensures the employees assigned always meet contract requirements.



**Site Report - Training/Compliance**  
**Titan Hyperion (9118448) - #9118448**  
 5700 S Lake Shore Drive, Chicago, IL  
 Call-770-625-1467, 8AM-8PM EST M-F with any Issues or Questions

**CPR/CPRA Compliance**

Total Employees : 10  
 Total Compliant : 9  
 Compliance Percentage : 90%

Employee Name	Employee#	Status
Aiden Gray	842322206	No Document/Not Started
Caden James	911844812	Compliant
Cox, Sophia	842322205	Compliant
Elijah Myers	911844814	Compliant
Grayson Reyes	911844804	Compliant
Jackson Watson	911844810	Compliant
Liam Brooks	911844811	Compliant
Lucas Cruz	911844813	Compliant
Oliver Price	911844815	Compliant
Olivia Diaz	911844802	Compliant

## Transition

### Transition Plan

Transitioning with Allied Universal will bring a wealth of new resources and services to your security program. Upon commencement of a newly signed contract, expect a transition that is smooth, swift, and presents no disruption to current security operations.

Communication is the key to a successful start-up. Company management will conduct weekly meetings with the Department throughout the process, providing status updates and setting expectations for future improvements. The Company has the financial and staff resources to manage the process from the notice of award through the first 90 days of contract service. Below we describe our approach:

- **Thorough review of each facility to confirm specific security needs**
- **Preparation of a written timetable with measurable goals**
- **A transition management team specifically assigned to the Department contract**
- **Development of detailed training programs and post orders**
- **Selective security professional recruiting and stringent screening**
- **Orientation training**
- **On-site training**
- **Testing and review of security professional knowledge**
- **Transition assessment and surveys**

Our transition plan will be tailored to incorporate recommendations for each Department facility.

The Company's Transition Plan is a living, dynamic process linking independently functioning groups to specific response requirements of the Statement of Work [SOW] critical to the transition process. Supervision of the Plan is the responsibility of the transition manager. With emphasis on improving the quality of communications, reducing non-productive administrative overhead and resource costs, and increasing efficiency, a web-based project management tool is used to track all mission-critical deliverables: project documents, milestones, events and tasks. The transition team manages through daily critical path review and collaboration with client representatives. The Company's branch, region, and national resources permits commitment to a successful transition within nearly any timeline specified.



A transition is typically thirty (30) days, although the Company's experience and combined local and national resources can easily support a shorter timeline when required. Milestones, tasks and events are shared among the transition team. Stakeholders receive email notifications when tasks are amended, updated or completed. The timeline for all primary tasks is also packaged as a Gantt chart for easy, visual tracking.

## Retaining Incumbent Staff

Immediately following contract award, Allied Universal will implement a comprehensive staffing strategy to address retention and acquisition of qualified personnel. Assessing and identifying retained staff is a primary task. The incumbent workforce will be invited to open house events at nearby off-site locations providing immediate opportunities to meet Company managers and staff, learn more about the Allied Universal story and provide recruiters with an opportunity to distribute information and collect resumes. A number of events on different days are planned to ensure incumbent security personnel have equal opportunity to verify and implement personal retention and career choices. While every effort will be made to maintain the qualified and capable incumbent workforce, the Company also collects resumes and conducts interviews of qualified candidates internally and locally. After vetting incumbent staff, managers will evaluate remaining positions against resumes and identify the staffing gap, if one exists. First and foremost, the Company will give the incumbent security force the opportunity to continue to be assigned to the Department contract, predicated on the fact that they meet all current and new qualifications and security officer qualifications.

Background screening is an essential component in our process for selecting high caliber officers. Initial conversations with current incumbent officers and new applicants provide an opportunity to evaluate demeanor, attitude and customer-service communications skills. Qualified candidates advance to formally interview with our branch recruiters and attend our orientation program.

Typically, the Transition Plan unfolds in four (4) phases, each with a unique set of Critical Success Factors.

- **Phase I: Transition Plan Development**
- **Phase II: Transition Pre-Launch**
- **Phase III: Partnership Launch**
- **Phase IV: On-Going Operations**

### ***Phase I: Transition Plan Development***

Most of the work for the initial phase of transition planning is typically completed by the time of RFP submittal and often by the time of award. The templates used to facilitate and expedite discussion about RFP-specific transition requirements are updated in order to provide more accurate data and relevant perspective to the operations planners who provide feedback to the RFP development process.

Immediately, assessment of incumbent personnel and operations is completed. The plan is updated and Critical Success Factors [CSF] are identified. Project tasks are mapped and transferred to a web-based collaboration workspace.

### ***Phase II: Transition Pre-Launch***

The transition team completes review of the existing contract security program and finalizes procedures, methodologies, and plans for service initiation, Phase III. The team concentrates on close coordination with our clients to ensure goals have been clearly established and understood. Gaining knowledge regarding specifications and compliance requirements across the spectrum of operations, administration, and finance is a high priority.

Using a top-down approach, the transition team reviews operations documentation from which specific operational requirements will be extracted. Everything related to people, procedures, systems, and equipment is assessed and planning begins to achieve timeline goals for personnel and logistics.

Once required capabilities are defined, they are compared with the current program. This provides the basis for gap analysis and development of action plan elements to address changes or enhancements needed to support contract requirements. There are regular, if not daily, staff meetings and conference calls to ensure all stakeholders and the client are communicating clearly about specifications, expectations and timelines.

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### ***Phase III: Partnership Launch***

Specific deliverable and compliance requirements have been identified and successfully deployed; staff and equipment are in place; and quality and operational milestones are being met. Phase III mandates monitoring and support of day-to-day operations without disrupting service or failing to achieve established quality and operational benchmarks.

### ***Phase IV: On-Going Operations***

Phase IV encapsulates long-term operations under the contract. All transition and action plan milestones have been achieved; critical success factors have been met and are periodically being assessed, tested and reviewed, operational audit process has been implemented, and the Allied Universal work culture is successfully in place.

Quality Control processes are initiated. The Quality Assurance team collects and analyzes information to learn how to improve productivity and service as well as to capture historical data in order to assess potential for cost reductions without sacrificing service delivery commitments.

Operational and financial assessments are used to identify costs and financial factors associated with service and propose ways to reduce operational costs where possible, enhance efficiencies, deploy technology and create innovative methods to protect the people, intellectual and physical assets at each facility. This process is the logical extension of Allied Universal's continuing commitment to maintain a close client partnership to ensure the working relationship delivers measurable value in addition to meeting and exceeding performance expectations.

### ***Transition Challenges and Timelines***

Ending a contract can create the potential for a disruptive period because incumbent staff is anxious about the new contract and uncertain about future opportunities. Through this period of time, Allied Universal will meet or exceed requirements to support business continuity while accomplishing the communication, integration and training objectives necessary to support an on-time startup. Allied Universal recognizes the challenge and clearly understands the importance of developing and maintaining a positive working relationship with the incumbent contractor. Our outreach to the incumbent officers - and the site contacts for each of the facilities- will be pro-active. Due to the footprint of our Southeast Region workforce, recruiting tools and automated systems, no one is better suited to manage a smooth transition, even under stricter timeframes.

### Sample 30-Day Transition Plan for the Department

TASKS	Week 4	Week 3	Week 2	Week 1	START
<b>Administrative</b>					
Award Notification					
Finalize Transition Schedule					
Contact Current Service Providers					
Transition Management Group					
Progress Meeting/In-person or Teleconference					
Order Vehicles, if necessary					
Set-up Vehicle Maintenance/Fuel Account					
Prepare Electronic Interface (if applicable)					
Prepare Inventory & Transfer					
Order Uniforms					
Contract Review					
Certificate of Insurance					
Educate Branch Staff on Client Expectations					
Site Start Date					START
<b>Training</b>					
Develop Site Specific Training Segments					
Orientation Training					
Develop On-going/Refresher Training					
<b>Operations</b>					
Develop Standardized Data Collection					
In-depth Site Familiarization					
Review of Existing Plan/Program					
Site Security Survey & Audit					
Develop Post Instruction Manuals					
Review Staffing Plan					
Develop Site Tests					
Client Review of Post Orders					
Finalize Bonus/Incentive Program					
<b>Human Resources</b>					
Employment Pack to Incumbents Retained					
Develop Post Assignment Job Analysis					
Develop Supervisory Job Descriptions					
Open House: Incumbent Security Professionals					
Contact Recruiting Sources					
Develop Client Specific Pre-screening					
Telephone Interviews, Applications & Interviews					
Security Professional Information Seminar					
Background Investigations					
Second Level Interview					
Benefits Briefing & Offer Extended					

## Program Operations

### HELIAUS® - The Power of Insight into Action™

HELIAUS® is a revolutionary integrated solution that goes beyond responsive or reactive solutions. It is not just a tour or incident management system, but a comprehensive workforce management solution with Artificial Intelligence (AI) technology at its core.

By utilizing prescriptive analysis, HELIAUS® has the power to transform information into the correct preemptive action so you stay ahead of risk, improve decision-making, and drive better outcomes for the Department's security program.



HELIAUS® utilizes the AI engine's proprietary algorithms to constantly develop prescriptive analytics to generate risk-adverse recommendations, aligning the right actions at the right time.

#### How it Works

Data captured by security professionals on tour blends with management insights and AI algorithms to form actionable plans and dynamic workflows. As security professionals continue inputting activity reports through their dedicated mobile devices, HELIAUS® automatically detects trends and prompts management to incorporate new tour routes and inspection points to decrease the risk to your business.

Key features of HELIAUS® that make it the perfect tailored solution include the following:



- **Zone-based site controls**, as pictured to the right, and smart sensors trigger workflow actions for particular areas, giving you and your security management team a level of customization suited to your needs.
- **Automated post orders** ensure that security professionals have immediate access to constantly updated site information and instructions, ensuring that they are always informed and on task.
- **Full mobile integration** allows security professionals to write incident reports, perform safety inspections, log visitors, and more while on the move, keeping your site monitored at all times.
- **User-friendly dashboards** allow security management to track incidents, daily activity, and more, enabling instant visualization of real-time information to allow for easy identification of program efficiency and improvements.



With HELIAUS® at the center of your security operations, your security professionals are always connected and engaged, situationally informed, and armed with the right recommendations to effectively create safer, more secure environments.

### Benefits to the Department

HELIAUS® has moved beyond responsive and reactive modes of risk aversion to an adaptable, preemptive, and solutions-based model of protection. Predictive analytics put the security professional in the right place at the right time to avoid incidents before they occur.



Our technology keeps your site information organized and accessible. It is reliable and scalable, with machine-learning doing the heavy lifting in terms of risk identification no matter how large or small your site. It is both efficient, leveraging GPS and customized site models to bring your post orders to life, and effective, delivering cost savings and peace of mind for many industry-leading organizations.

Regardless of the amount of sites, size, or specific events, the HELIAUS® platform has connected security programs with proven return on investment and value added, generating millions of dollars of savings through incident prevention and process improvement.

### On-Site Management

Supervisors will be focused on **daily inspections, guard mount, and written notices** to ensure that security professionals at Department facilities and sites follow day-to-day regulations, codes of conduct and Standard Operating Procedures (SOP). This is the most active and proactive group in the Quality Control matrix. All the daily 'heavy lifting' is tasked to supervisors while providing support, oversight and coordination.

<b>Quality Inspections</b>	As a primary tool of the supervision process, inspections help us meet our contracted obligations. Allied Universal inspects security services on a routine and random basis.
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<p><b>Formal Reviews and Audits</b></p>	<p>Reviews are a monitoring mechanism to assess the progress and compliance of the project. Lifecycle reviews include a combination of daily, weekly, monthly, quarterly and annual reviews.</p>
<p><b>Informal Reviews</b></p>	<p>These reviews include walkthroughs, peer reviews, and Quality Control reviews, and are mostly carried out by the local branch management staff using methodologies that ensure all security professionals are reviewed regularly. The account manager is particularly looking to see that all security officers understand and comply with their job requirements, and will also be assessing the effectiveness of the supervisors in their QC roles. Specifically, branch management will verify that supervisors are addressing QC requirements regularly and will be assessing the effectiveness of their corrective results for any deficiencies.</p>
<p><b>Review and Audit Metrics</b></p>	<p>The branch manager or account manager develops a report that categorizes each employee according to a standard scoring methodology: Exceeds requirements, meets requirement, or requires remedial support, based on the score indicated on inspections. Inspection tools all focus on producing a numerical score based on observations or answers to selected questions. The grading is simple, using a range from one to five with graduated levels of remediation or recognition. At any level below 3.0, managers are required to implement a Personal Improvement Plan (PIP) for the employee.</p>

## Scheduling

Accurate scheduling is a vital component of Allied Universal’s effectiveness and client satisfaction. Local branch managers use an enterprise-wide, automated scheduling system to provide clients with the most accurate, efficient scheduling available. The system not only plans who will work and when, it also integrates with the Company’s training compliance tracker module to ensure scheduled security professionals have the necessary training and skills for their assignment.

**Quality Scheduling**

- 

**Provide all hours of contracted service**
- 

**Schedule only trained security professionals**  
(i.e., those who have received all site specific training)
- 

**Maintain standards**  
(e.g., maximum 12 hour shift; minimum 8 hours off between shifts; at least 24 consecutive hours off each week)



Employees given more than a week’s advance notice of schedule so they can manage their time and personal commitments without compromising their professional lives and service delivery.

Allied Universal’s scheduling system records the requirements of each post and allows for effective tracking of all changes. We can also quickly and appropriately respond to call offs due to illness or other events that could potentially disrupt fulfillment of coverage requirements.

The Department’s security program will benefit from efficient, seamless, consistent communication processes to manage it and report on it. Allied Universal’s digital business strategy drives efficiency, communication, collaboration and efficacy. Following are details on the major platforms we employ to provide the most up-to-date information: **WinTeam, PostWatch and eHub.**

## WinTeam

WinTeam, the Company's fully integrated payroll, billing and scheduling system, automates and enhances our core business functions and allows us to create customized reporting for our clients. The WinTeam scheduling system also allows us to provide: Shift personnel schedules; warnings on overtime and scheduling conflicts; performance criteria; personnel information; streamlined payroll and billing for accurate and timely data, and; detailed reports.

Allied Universal regularly trends dozens of reports to ensure the Department's security program runs efficiently and to proactively drive improvements. A variety of customized reports can be tailored to your needs. All report information can be analyzed, arranged, displayed, or otherwise custom formatted to meet client-specific requirements.

Post Watch



### Uninterrupted Coverage

Managers quickly notified if a security professional has not arrived on time and if a qualified replacement can be identified and dispatched.



### Streamlined Administrative Tasks

To ensure you receive the best possible service.



### Improved Payroll and Invoicing

With the elimination of paper timesheets.



### Program Improvements

As a result of quality measurements, reporting and trend analysis.



### Readily Available Support

Our Support Center manages and monitors Allied Universal Post Watch 24 hours a day, 365 days a year.

## PostWatch for Cold Starts

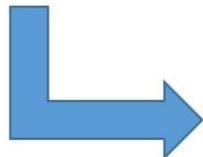
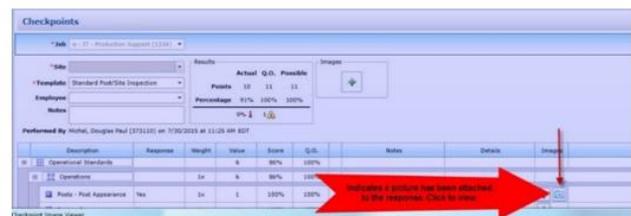
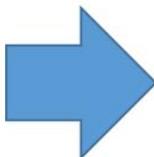
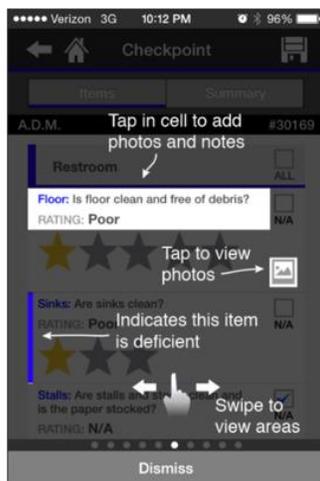
The Company uses an automated time keeping platform, **PostWatch™**, to manage timely attendance of security professionals. PostWatch starts with accurate and up-to-date schedules in WinTeam. The main screen shows when shifts are starting, who is working those shifts, and if any shifts are currently open. It also reads clock in/out punches in real time.

Security professionals are required to dial into an automated system using a toll-free number from seven (7) minutes prior to start time of shift until seven (7) minutes after start time to 'clock-in'. It then compares what the schedule expects to happen to actual time and attendance data in the field.

If the system does not receive their call within that timeframe, their assigned operations or the account manager is notified for reconciliation of failure to clock in, and/or the immediate dispatch of a qualified replacement security professional. If the assigned manager does not respond, the call is forwarded to the Company's **24/7/365 Service Assurance Center**, and the call will be escalated to the next level manager.

## Inspections

As a primary supervision tool, inspections help the Company meet its contracted obligations. Allied Universal conducts inspections on a routine and random basis.



## Incident Reporting

Accurate incident reporting is essential in emergency situations. A regular review of incident reports from the Department can also identify security trends that might indicate a need for adjustments. Our security professionals are trained in report writing to ensure accurate, detailed and clear information for incidents such as accidents, personal injuries and criminal activity. The Company maintains a file of incident reports on-site along with a summary report, if necessary.

## Emergency Preparedness and Response

We help clients be prepared for the unexpected. Allied Universal has helped clients in Los Angeles and across North America reduce risk through response training. We provide your team with the knowledge to properly respond to emergency situations through training programs that go beyond the basics — we monitor key safety topics to stay at the forefront of preparedness education.



### Drills and Exercises

Allied Universal’s security forces participate in regular drills in conjunction with law enforcement and other first responders. Drills can include vehicle searches, contraband, security breaches, elevated threat levels, suspicious persons, suspicious packages, and other aspects of the Department’s security program. Drills are documented, detailing the dates, times, locations, employees involved, a narrative of the events, a summary of the drill, and lessons learned. Post orders and training are adjusted based on drill outcomes.

### Emergency Preparedness

Allied Universal has a proven track record of collaboration and participation in emergency response planning and will partner with you to bring preparedness to the highest level. Allied Universal handles emergency and disaster situations of every size. From the tragic events of **Hurricanes Katrina, Sandy, Harvey and Irma** to the **Boston Marathon Bombings** to annual seasonal storms, we activate the resources of our entire company to serve our clients, employees and others in need of assistance. Measures we implement and coordinate with you include **inspections, tabletop exercises, drills, and providing information and resources.**

### Emergency Response

The unpredictable nature of a crisis means the Department needs a well-planned response when disaster strikes. Whether it’s a storm, a power outage, fire, act of terrorism, or protest, Allied Universal is prepared to respond with the support and leadership you need.

- **Coordinating and directing emergency responders**
- **Activating emergency response plans**
- **Initiating communication systems**
- **Contacting local authorities**
- **Leading evacuations**
- **Establishing a communication center**
- **Directing media to a designated location**
- **Preventing access to damaged areas**
- **Securing property even if your employees cannot reach the site**
- **Providing additional staff to meet your increased needs**

#### Preparedness Planning Scenarios

- Active Shooter/Armed Attacker
- Workplace Violence
- Evacuations/Shelter-in-place
- Medical Emergencies
- Bomb Threats
- Utility Outages
- Flooding
- Severe Weather
- Fires
- Elevator Entrapment
- Explosions
- Demonstrations
- Criminal Activity
- Pandemic/Contagious Disease
- Hazmat Spills

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## Extra Coverage Requests

Allied Universal regularly staffs all types of requests and successfully handles thousands each year. With more than 200,000 security professionals and more than 180 branch offices, the Company has the people, resources, procedures and expertise to effectively deliver on the Department's security needs. We make it easy for clients to request extra coverage. Simply contact your Allied Universal account manager directly or utilize the extra coverage feature in the **eHub** client portal at any time to make a request electronically.

*The Company provides more than 1,000,000 hours of extra coverage to clients annually.*

## Quality Assurance Program based on Service Metrics and KPIs

Measuring to **Key Performance Indicators** is critical to success. But it's not always done right, and we have all learned from experience. Just as often, measures get stale – sometimes they no longer reflect the strategic goals of the program. Our approach is to work with the Department team to identify and adjust targets on the **Service Level Agreement**, using our catalog of measures that we have seen work at numerous accounts. Once defined, our approach is to leverage our technology systems, and supervision matrix to collect those measures and analyze them to determine the progress of the program. When deficiencies are noted, corrective action can be taken at the earliest step. And these measures are not just aimed at what's required for contract compliance. Rather, our workforce can be utilized to detect and measure many things, from criminal incidents to facilities repairs. The KPI's within the contract can be adjusted or changed upon request by the Department.

### Allied Universal Site Management - Site Client Satisfaction Customer Action Plan

A formal Customer Action Plan is used for issues that might arise, which documents concerns and assigns a due date and responsible party to correct the situation. Once the issue is addressed and properly handled, ask that you sign the Customer Action Plan Form to acknowledge that those concerns were addressed successfully.

### Measuring Performance

*Allied Universal Inspector, our Quality Assurance module, allows for efficient tracking and reporting of inspections - helping to ensure that your security team is exceeding your expectations.*



### Allied Universal's Quality Assurance Program

**Allied Universal Voice**  
We measure your experience as a client from day one to help us deliver consistently excellent service.

**Quality Assurance Tools**

- ✓ Account Audits
- ✓ Account Standards
- ✓ Performance Evaluations
- ✓ Management Inspections
- ✓ On-Site Focus Groups

**Contract Compliance**  
Our operations staff work together with our Legal Services Group to provide effective contract review, administration and compliance to ensure we meet our contract obligations to the complete satisfaction of our clients.

**Measuring Results**  
We regularly review and measure our performance. Some of our measurements and evaluations include:

- Weekly service hours – OT, bill OT, bill hours
- Employee retention & tenure
- Recognition & rewards
- Training
- Incidents
- Performance evaluations
- Trends
- Customer satisfaction survey results
- Best practices
- Goals and improvement processes

**Quality Business Reviews**  
Regularly scheduled assessments designed to: 1) review accomplishments, 2) create benchmarking for future reviews, and 3) establish measureable goals.

To be responsive to the Department’s evolving security needs, Allied Universal is committed to continuous improvement **based on your feedback**. Allied Universal|Voice, our innovative, formal voice of the customer program, enhances communication and measures and tracks client and employee satisfaction. The Department deserves a truly tailored security solution built on unique needs and goals. Your voice should be heard and prompt action. The Company is committed to listening in a formal, structured manner that includes a closed-loop process to ensure action items are identified and assigned promptly.

### Continuous Improvement through Allied Universal|Voice<sup>SM</sup>

By collecting and responding to client and employee feedback, Allied Universal continuously evolves to meet your needs.

<p><b>New Client Follow-up</b></p>	<p>Prior to new contract start-up, we ask why you selected us and your initial thoughts on our service offerings. We want to know what is most important to you so we can emphasize these points during onboarding of new security personnel for your site.</p>
<p><b>Transition Assessment</b></p>	<p>Exceeding your expectations for a smooth transition is our goal. Three months after we commence service, we assess your satisfaction with the transition to identify areas where we can better serve you.</p>
<p><b>Annual Relationship Survey</b></p>	<p>The annual survey is a measurement of how clients’ feel about the total organization, and through our executives’ engagement in understanding the actions needed to drive improvement.</p>

### Regularly Scheduled Operations Business Reviews

**Operational Business Reviews** are the vehicle we use to bring innovations to the program, and discuss overall performance and future needs. These substantive meetings include local management as well as other executives familiar with the account, such as **Regional President Bob Wood** or **Senior Regional Vice-President Jose Ubieta**, representing specific expertise.

At these meetings Key Performance Metrics are reviewed, problem areas discussed, and corrective action strategies and most importantly, what best practices we are seeing utilized successfully at similar accounts will be implemented upon approval. In short, these meetings focus on where the program is going. We bring our experience gleaned from more than a decade of experience to identify areas for improvement. From adjustable staffing deployments, incident heat mapping, creative partnership models and cost saving initiatives, we are committed to the long term success of your program.

### Reporting

Online reporting can save both time and money. Available information is easily accessed through your customized secure client portal, when you need it. Incident reports are delivered immediately to all specified managers. Standard activity reports (e.g., Incident, Inspection, Training Compliance, Daily Activity, Invoicing and Quality Assurance) are delivered daily before 9:00 a.m.

***All security programs, whether they've been in place for 10 months or 10 years, are carefully reviewed and monitored to ensure contractual obligations are met and security programs continue efficiently and successfully.***

## Sample HELIAUS Tour Report

		<b>Dataforce Tours</b> <b>Titan Hyperion (#118448) - #9118448</b> 5700 S Lake Shore Drive, Chicago, IL Duration - 07/02/2019 00:00:00 to 07/08/2019 23:59:00 Call-770-625-1467, 8AM-8PM EST M-F with any Issues or Questions						
Tour Name	Schedule Start Date	Schedule End Date	Total Zones	Zones Scanned	Zones Missed	% Required	% Performed	Status
Midday Tour 11:00 to 15:00	07-08-2019 11:00	07-08-2019 15:00	5	5	0	100%	100%	In Progress
Floor 1 Tour	07-08-2019 07:00	07-08-2019 09:00	9	1	8	90%	11%	Incomplete
Night Tour 19:00 to 23:00	07-07-2019 19:00	07-07-2019 23:00	5	5	0	100%	100%	Completed
Aftersnoon Tour 15:00 to 19:00	07-07-2019 15:00	07-07-2019 19:00	5	5	0	100%	100%	Completed
Midday Tour 11:00 to 15:00	07-07-2019 11:00	07-07-2019 15:00	5	5	0	100%	100%	Completed
Night Tour 19:00 to 23:00	07-06-2019 19:00	07-06-2019 23:00	5	5	0	100%	100%	Completed
Aftersnoon Tour 15:00 to 19:00	07-06-2019 15:00	07-06-2019 19:00	5	5	0	100%	100%	Completed
Midday Tour 11:00 to 15:00	07-06-2019 11:00	07-06-2019 15:00	6	6	0	100%	100%	Completed
Night Tour 19:00 to 23:00	07-05-2019 19:00	07-05-2019 23:00	5	5	0	100%	100%	Completed
Aftersnoon Tour 15:00 to 19:00	07-05-2019 15:00	07-05-2019 19:00	5	5	0	100%	100%	Completed
Midday Tour 11:00 to 15:00	07-05-2019 11:00	07-05-2019 15:00	5	5	0	100%	100%	Completed
Floor 1 Tour	07-05-2019 07:00	07-05-2019 09:00	9	2	7	90%	22%	Incomplete
Night Tour 19:00 to 23:00	07-04-2019 19:00	07-04-2019 23:00	5	5	0	100%	100%	Completed
Aftersnoon Tour 15:00 to 19:00	07-04-2019 15:00	07-04-2019 19:00	5	5	0	100%	100%	Completed
Midday Tour 11:00 to 15:00	07-04-2019 11:00	07-04-2019 15:00	6	6	0	100%	100%	Completed
Floor 1 Tour	07-04-2019 07:00	07-04-2019 09:00	9	1	8	90%	11%	Incomplete
Night Tour 19:00 to 23:00	07-03-2019 19:00	07-03-2019 23:00	4	4	0	100%	100%	Completed
Aftersnoon Tour 15:00 to 19:00	07-03-2019 15:00	07-03-2019 19:00	5	5	0	100%	100%	Completed
Midday Tour 11:00 to 15:00	07-03-2019 11:00	07-03-2019 15:00	5	5	0	100%	100%	Completed
Floor 1 Tour	07-03-2019 07:00	07-03-2019 09:00	9	2	7	90%	22%	Incomplete
Night Tour 19:00 to 23:00	07-02-2019 19:00	07-02-2019 23:00	5	5	0	100%	100%	Completed
Floor 1 Tour	07-02-2019 07:00	07-02-2019 09:00	9	1	8	90%	11%	Incomplete

## 24/7/365 Allied Universal |Service Assurance Center

Allied Universal truly is your service around the clock. While our local office branch office will serve as your main point of contact, our corporate **Service Assurance Center** is available to assist after hours, around the clock.

Calls from branch offices are forwarded, as standard procedure, to the Service Assurance Center at the close of business each day until the start of business the following day. During those times, the Center receives calls and messages the appropriate manager immediately, using a confidential list of numbers for home phones, pagers and cell phones.

The Service Assurance Center also administers automated scheduling and invoicing systems.

- 24/7/365**  
Operates round-the-clock.
- Calls Forwarded**  
Branch office calls are forwarded at the close of each business day.
- Crisis Communication**  
Hub for crisis management communications support: hurricanes, blizzards and floods.
- Special Coverage**  
Communication conduit for clients' emergency coverage needs.
- Scheduling Support**  
Oversees/monitors all Security Professional schedules, which helps ensure accurate client payroll and billing.
- Immediate Notification**  
Dispatches calls/messages immediately to the appropriate manager (home phone, pager, cell phone).

## eHub—Secure Client Portal for Clients

Allied Universal's secure client portal, **eHub** creates seamless collaboration and information sharing to help increase productivity for you and enhance compliance. This convenient system is available to Allied Universal clients at no charge and offers many benefits.

### Instant Account Access

- ✓ Always know your payment status
- ✓ Review invoices 24/7/365
- ✓ View past invoices for last 18 months
- ✓ Print, save or export invoices
- ✓ View billing/payment information by time/location
- ✓ Access to past data for planning/budgeting
- ✓ Save paper and reduce waste

**All of the information you need  
at your fingertips.**

### Personnel Scheduling Made Easy

- ✓ View regular posts, extra and scheduled coverage, export and print schedules
- ✓ Real-time knowledge of which security professionals are scheduled on-site
- ✓ See your coverage levels at any time
- ✓ Review turnover and compliance information, as well as employee rosters

### Ordering Made Easy

- ✓ Request temporary or additional coverage, any time of day
- ✓ Receive order confirmation and see order status
- ✓ Your Allied Universal manager is automatically notified

### Quality Assurance

- ✓ Sort and search for specific security inspections in real-time
- ✓ View photos, notes and quality scores within each inspection

### Compliance

Training records tracked in real-time to ensure security professionals are trained appropriately and in compliance with your need.

**Hundreds of clients at thousands of locations use eHub.**

### Allied Universal Security Personnel Access

When employees have the information they need, they can be 100% focused on your security.

- Review schedules
- Update personnel contact information
- Read job/site specific information

- Access pay stubs
- View pay stubs and schedules on smartphones with eHub app

## Safety Plan

The Allied Universal safety program seeks to protect our security professionals from workplace injuries and create a safer work environment for our clients. Led by a cross-functional committee, the safety program engages security professionals and site managers in safe work practices resulting in a safety-conscious security presence at our clients' sites.



## Job Safety Analysis

Allied Universal uses the Job Safety Analysis (JSA) process to evaluate work for potential hazards and document the measures that will be used to prevent accidents and injuries. The AUS security team conducts JSAs in accordance with Allied Universal's Job Safety Analysis Policy.

### Minimum Requirements

- Management will conduct and produce a JSA for each post to determine what hazards may be present in the work tasks and/or environment. Where hazards exist, management will plan and document measures to protect employees against these hazards.
- The JSA will document chemicals in the workplace to which employees may be exposed, as well as the Personal Protective Equipment and safety-related training required for the tasks performed at the given post.
- The JSA for each post will be shared with and made accessible to employees.
- Each employee will sign the JSA Acknowledgement form to document their receipt and understanding of the JSA.
- Each JSA will be reviewed for any needed updates at least annually, when equipment or processes change or following an incident report.

### Best Practices

- Managers involve employees who perform the job duties in the task of completing the JSA. Employees are most familiar with the tasks and hazards, and often have good input about how to protect against hazards.
- Managers use the completed JSA as a training tool to onboard new employees to the job tasks and safety procedures.
- The JSA will be updated seasonally to address new or changing hazards related to the weather.

## Safety Training

Safety training is of paramount importance to Allied Universal. We monitor emerging safety topics and introduce them into our evolving training programs. When the Department has a specific need that requires safety training, Allied Universal can address it with well-prepared security professionals. Safety and security work hand-in-hand and a range of safety training means our security professionals can champion safety initiatives, helping to ensure a safety conscious work environment.

The following Table of Contents is taken from the Company's 250-page Safety Training Manual.



## **Allied Universal Security Services Corporate Safety Manual**

## Corporate Safety Manual Index

Tab	Title
1	Management Commitment to Health and Safety
2	Injury Illness Prevention Plan Appendix 2.1 – IIPP Summary
3	Safety Orientation Appendix 3.1 – Employee Safety Orientation Checklist
4	Safety Training Appendix 4.1 – Summary of OSHA Regulatory Training Requirements
5	Job Safety Analysis Program Appendix 5.1 – Job Safety Analysis Appendix 5.2 – Hazard Assessment Form Appendix 5.3 – Pre-Job Safety Analysis Appendix 5.4 – Job Safety Analysis Workflow
6	Managing Medical Care Appendix 6.1 – Mandatory First Aid Supplies List
7	Incident Reporting and Response Appendix 7.1 – Employee Incident Report Form Appendix 7.2 – Investigation Form Appendix 7.3 – Root Cause Analysis Questioning Guide Appendix 7.4 – Root Cause Analysis & Corrective Actions Worksheet
8	Emergency Action & Fire Prevention Appendix 8.1 – Emergency Action Plan
9	Fall Prevention
10	Heat Illness Prevention Plan
11	Hazard Communication
12	Bloodborne Pathogens Exposure Control Plan Appendix 12.1 – Information on Hepatitis B (HBV) Appendix 12.2 – Hepatitis B Vaccination Record Appendix 12.3 – Precautions to Prevent Bloodborne Pathogens Exposure Appendix 12.4 – Exposure Incident Form
13	Personal Protective Equipment Appendix 13.1 – PPE Hazard Assessment Appendix 13.2 – Mandatory Respirator Medical Evaluation Appendix 13.3 – Sample Respiratory Protection Program
14	Hearing Conservation
15	Vehicle Safety Appendix 15.1 – Quarterly Driver’s License Check Form Appendix 15.2 – Mobile Device Use Policy for Drivers
16	Specialized Patrol Vehicles Appendix 16.1 – Bicycle Skills Checklist Appendix 16.2 – Bicycle Safety Inspection Checklist Appendix 16.3 – Golf Cart Driving Skills Checklist Appendix 16.4 – Golf Cart Safety Inspection Checklist Appendix 16.5 – Segway/ Three-wheeled Unit Driving Skills Checklist Appendix 16.6 – Segway/ T-3 Vehicle Inspection Checklist
17	Access to Employee Medical & Exposure Records Appendix 17.1 – Authorization Letter for the Release of Employee Medical Records Appendix 17.2 – Annual Employee Notice of Access to Medical/ Exposure Records
18	OSHA Recordkeeping Appendix 18.1 – Process to Determine OSHA Recordability
19	OSHA Inspections
20	Safety Committee Appendix 20.1 – Safety Committee Charter
21	Vendor Verification Services Appendix 21.1 – 21.9: various topics with limited application to only to affected sites

## Management Commitment Tab 01

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### OUR MISSION

Create a corporate culture, policies and practices that emphasize personal safety so as to protect Allied Universal employees from workplace injuries and elevate the level of service to Allied Universal's clients.

### OUR GUIDING BEHAVIORS

In order to achieve our mission, we must:

- Foster a culture in which safety is a primary concern of executive, regional, branch and site leadership as well as each and every security professional.
- Provide a comprehensive safety manual to protect the occupational health and safety of our people.
- Work to continuously evaluate and improve our safety policies, programs, initiatives and performance.
- Constantly promote safety and health awareness in all of our people.
- Cultivate and support frequent safety communications via manager interactions, safety committees, personnel training, the safety manual and various other communication methods.
- Assess job tasks and document safety measures for all posts via the Job Safety Analysis, and train all personnel on the content of the JSAs for their assignments.
- Anticipate and proactively prepare for emerging new hazards and risks.
- Recognize excellent safety performance among our personnel.
- Hold our personnel accountable to behave in accordance with the requirements and spirit of the safety manual.
- Preserve and enhance our corporate reputation in the community as a safe and healthy workplace and business partner.

### OUR COMMITMENT

This corporate safety manual is issued for implementation throughout Allied Universal Security Services.



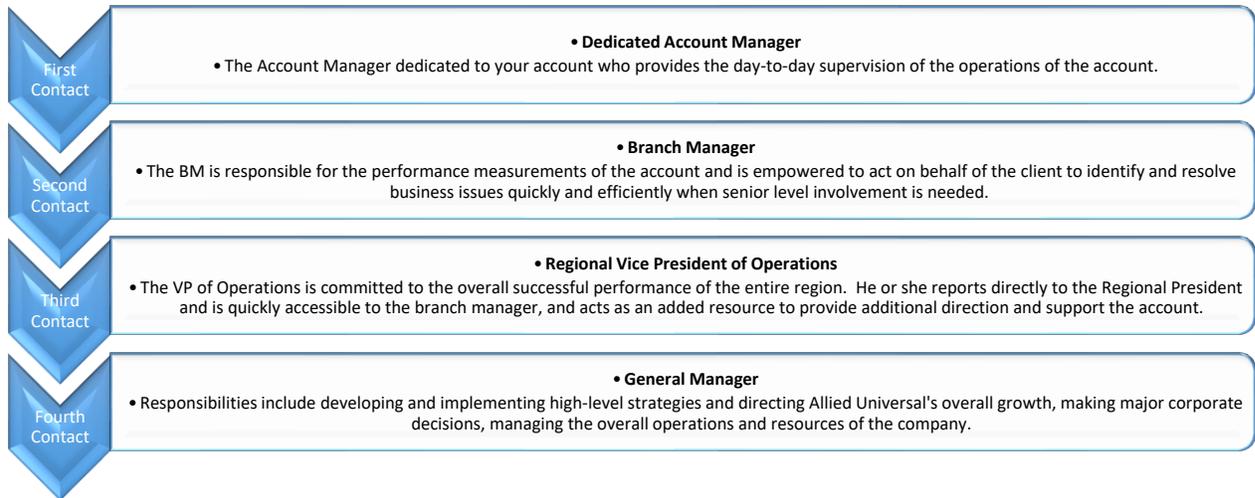
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V1.0. This copy valid only at the time of printing. Publish date: 9/28/16

## Quality Assurance through Contract Compliance

### Daily Issue Resolution via Customer Action Plan

While local program management will continue to serve as your primary contact, additional resources are available during and after normal business hours through the Company's **Service Assurance Center** that is staffed and operates 24/7/365. Inquiries are logged into a database and assigned a case number. All cases are then monitored to ensure action plans are developed and executed timely.

A formal Customer Action Plan is used for any and all issues that could arise, which documents concerns and assigns a due date and responsible party for corrective action and resolution.



### Key Performance Indicators

The goal of the contract is to build great value for the State by providing superior security and customer services; sample performance measurements are shown below.



The backbone of our Quality Assurance program is the Key Performance Indicators (KPI) and performance measurements developed in partnership with the State and used to measure success.

Local leadership will meet with State stakeholders to continue to develop a KPI program that defines what is most important to the State.

KPIs commonly are divided into the following 10 categories: **Contract Compliance, Safety, Training, Leadership, Staffing, Technology, Customer Satisfaction, Officer Quality, Operations, and Administrative.** Category titles are suggestions and can be adjusted to meet State expectations.

### Sample KPI and Grading

Cost Savings			
<b>Definition</b>	Supplier actively presents solutions for reducing overall costs through process reviews, consolidations and manpower effectiveness. Supplier should actively pursue and communicate opportunities to control costs to the customer.		
<b>Calculation</b>	Based on scoring scale below		
<b>Thresholds</b>	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; background-color: #90EE90; padding: 5px;"> <b>Acceptable</b>  <b>1 or more cost savings initiatives Presented or Implemented</b>  <b>Full Points</b> </td> <td style="width: 50%; background-color: #FF0000; padding: 5px;"> <b>Unacceptable</b>  <b>No cost savings initiatives Presented or Implemented</b>  <b>0 Points</b> </td> </tr> </table>	<b>Acceptable</b> <b>1 or more cost savings initiatives Presented or Implemented</b> <b>Full Points</b>	<b>Unacceptable</b> <b>No cost savings initiatives Presented or Implemented</b> <b>0 Points</b>
<b>Acceptable</b> <b>1 or more cost savings initiatives Presented or Implemented</b> <b>Full Points</b>	<b>Unacceptable</b> <b>No cost savings initiatives Presented or Implemented</b> <b>0 Points</b>		

After KPI development, scoring is equated to the importance of the various categories. Results of each measured category are used as the basis for Operational Business Reviews (OBR's) with the State.

BEST TEAM (30%)	OBJECTIVES	MEASURES	TARGET	VALUE	ACTUAL	Q1	Q2	YTD	Q3	Q4	RESPONSIBILITY
		STAFFING	The number of open posts caused by tardiness or absenteeism, or assignment of an untrained officer to that post		5						
	TENURE	Distribution of employees per tenure measure, up to 6 months, over 6 months, over 1 year, etc.		5							
	TRAINING	Number of training hours per facility for Orientation, On-the-job Training, Supervisory, Refresher and Special Training		10							
	TURNOVER	Percentage of retained employees per facility and level		10							
BEST PARTNER (30%)	OBJECTIVES	MEASURES	TARGET	VALUE	ACTUAL	Q1	Q2	YTD	Q3	Q4	RESPONSIBILITY
	CUSTOMER SATISFACTION	Surveys of our client contacts serve as an accountability tool		10							
	EMERGENCY RESPONSE	Response times, appropriate escalation to management, proper emergency procedures used		10							
	INCIDENT TRENDING/TRACKING	Report timeliness and quality (neatness, writing skills, incident management)		5							
	INVOICING	Accuracy of invoices		5							
BEST INVESTMENT (35%)	OBJECTIVES	MEASURES	TARGET	VALUE	ACTUAL	Q1	Q2	YTD	Q3	Q4	RESPONSIBILITY
	BUDGET	Cost effectiveness vs. budget allowance		10							
	COST SAVINGS	Number and significance of cost savings recommended by AlliedBarton		10							
	BEST PRACTICES	The frequency of AlliedBarton leveraging internal and external best practices across the portfolio		10							
	INNOVATION	Number and significance of all service delivery improvement initiatives		5							
BEST CITIZEN (5%)	OBJECTIVES	MEASURES	TARGET	VALUE	ACTUAL	Q1	Q2	YTD	Q3	Q4	RESPONSIBILITY
	COMMUNITY	Affiliation/Involvement in local industry-based organizations		5							

C = Complete, I = Incomplete, DC = Data/DC Consider, CE = On Event, IP = In Process, NS = Not Started, ND = No Data, E = Exceeds, CA = Cancelled

## Contract Compliance

The AlliedUniversal Branch Compliance Program brings several compliance items under one umbrella

### Allied Universal | InCompliance



**REPEATABLE. RELIABLE. ACCOUNTABLE.**



The Company's formal compliance program provides checks-and-balances on service deliverables. Audits and assessments include:

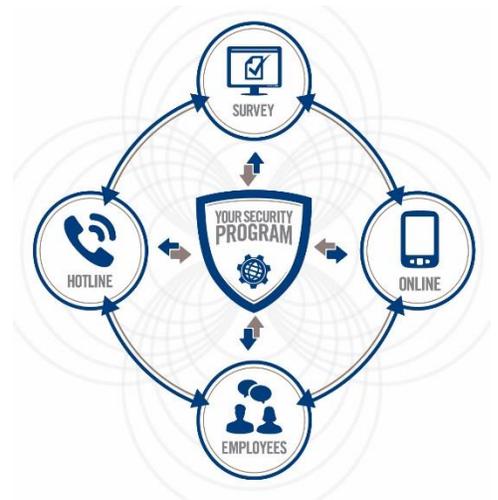
- Security Professional Licensing/Registration
- Training – Security Professionals
- Training – HR/Branch Management
- Reporting (arrest, weapon discharge, change of address)
- Local Inspections/Audits
- Review of Regulations
- Agency Licensing
- New Hire Notifications
- Termination Notifications
- Written Information Security Program (WISP) Annual Checklist
- Review of Corporate Policies
- Potential Risk Areas

## Continuous Improvement through AUS Voice

Allied Universal is committed to continuous improvement based on the State's feedback. Allied Universal|Voice is the Company's innovative, formal voice-of-the-customer program that enhances communication, and measures and tracks client and employee satisfaction.

### Client Survey/Feedback Process

Tracking the State's experience throughout the term of the contract is a key objective. By collecting and responding to State and Company employee feedback, the State's program can continuously evolve to meet new challenges.



### Real-Time Survey

An online client feedback tool allows you to rate your experience with the Company any time. The Real-Time Survey is accessed via **eHub**, the Company's secure client portal.

### 3. Human Resource Management

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.

Allied Universal has had a prominent presence in Florida for 33 years, since 1986. Since that time, the Company has grown not only throughout the State, but also has served the State since 2009. Today, Allied Universal operates from 20 branch offices.

#### FLORIDA

**Cape Canaveral**  
405 Atlantis Road  
Suite D 114  
Cape Canaveral, FL 32920  
Phone: 321.888.1876

**Fort Lauderdale**  
6301 NW 5th Way  
Suite 5500  
Fl. Lauderdale, FL 33309  
Phone: 954.739.8488

**Fort Lauderdale**  
Allied Universal® Event Services  
1950 Eisenhower Blvd  
Fl. Lauderdale, FL 33316  
Phone: 954.765.5989

**Fort Lauderdale**  
Allied Universal® Technology Services  
2100 Park Central Blvd. N.  
Suite 700  
Pompano Beach FL 33064  
Phone: 954.861.4204

**Fort Myers**  
5268 Summerlin Commons Way  
Suite 501  
Fort Myers, FL 33912  
Phone: 239.208.9267

**Jacksonville**  
4190 Belfort Road  
Suite 150  
Jacksonville, FL 32216  
Phone: 904.399.1813  
[Learn More](#)

**Jacksonville**  
Allied Universal® Technology Services  
8936 Western Way  
Bldg. 6, Suite 11  
Jacksonville, FL 32256  
Phone: 904.647.4767  
[Learn More](#)

**Maitland**  
851 Trafalgar Court  
Suite 150W  
Maitland, FL 32751  
Phone: 407.513.9961

**Miami (guarding services only)**  
7200 Corporate Center  
Suite 800  
Miami, FL 33126  
Phone: 305.262.7123  
[Learn More](#)

**Miami (Investigations only)**  
66 West Flagler Street  
Suite 401  
Miami, FL 33130  
Phone: 305.891.7000  
[Learn More](#)

**Miami**  
Miami - Dade Aviation Department  
Terminal Building P.O. Box 025504  
Miami, FL 33102-5504  
Phone: 305.989.3609  
[Learn More](#)

**Orlando**  
9463 Benford Road  
Building 445, Suite 6C  
Orlando, FL 32827  
Phone: 407.629.2244

**Pensacola**  
Allied Universal® Technology Services  
1502 N 9th Avenue  
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**Pensacola**  
8800 University Parkway  
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Pensacola, FL 35214  
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Sarasota, FL 34233  
Phone: 941.554.8210

**Tallahassee**  
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Tallahassee, FL 32399  
Phone: 850.219.7804

**Tampa**  
Allied Universal® Technology Services  
6011 Benjamin Rd  
Bldg. A – Suite 107  
Tampa, FL 33634  
Phone: 813.888.6000

**Tampa**  
4200 W Cypress St  
Suite 550  
Tampa, FL 33607  
Phone: 813.620.6621

**Tampa**  
2901 W. Busch Blvd  
Suite 500, 501, 503  
Tampa, FL 33618  
Phone: 813.933.4487

**West Palm Beach**  
1645 West Palm Beach Lakes Blvd  
Suite 600  
West Palm Beach, FL 33401  
Phone: 561.478.9983  
[Learn More](#)

### Department Security Begins with Recruiting

Allied Universal has a proven process for providing our clients with well-trained security professionals that understand their responsibilities and perform their duties to the best of their ability. Our process outlines specific steps, customized to each client, designed to achieve the technical scope of the program and achieve project objectives.

*Our technical program has a level of uniqueness at each step in the process and we are proud to provide the Department with details of our service and the value we bring. The goal of providing a “well supported security team” is achieved through:*



## Recruiting

Security professional quality begins even before we identify a candidate for a position with the Department contract. Dedicated recruiters identify only top quality candidates. In today's competitive employment climate, it becomes even more important that Company talent and resources are focused on finding individuals that represent the highest standards of both Allied Universal and our clients. Better recruiting translates into:

- **"Best-fit" personnel for your environment**
- **Higher employee satisfaction**
- **Higher quality of performance**
- **High-quality, screened candidates**
- **Higher employee retention**

The vast number of recruiting resources utilized, along with the Company's reputation for being a great place to work, directly contributes to the **more than 1 million candidates in our hiring pipeline**. A large number of applicants means that we can select the right candidates for your security program, for each facility and post. And we have the resources to identify the best-suited individuals quickly and efficiently.

**Hire our Heroes<sup>SM</sup>**

Allied Universal is committed to hiring veterans, reservists, their families and caregivers. Our company-wide military hiring program, Hire Our Heroes, is an essential part of our recruiting strategy. Since 2013, more than 25,000 heroes have been hired as part of this initiative. We have partnered with these military assistance groups to ensure our service men and women have opportunities as they transition back to civilian life:

## Screening Process

Allied Universal's local and regional Human Resources team are actively engaged with our management team and the security professionals from the beginning of the partnership. Human Resources manages the hiring and screening process. The number one objective of the Allied Universal's screening process is to identify quality security personnel. We consider background, experience, communication and interpersonal skills, and fit for the position. Qualified candidates are invited to formally interview with our local branch recruiting team.



<b>Application Review &amp; Assessment</b>	Careful analysis focuses on employment history and stability, and on experience/qualifications specific to the job opening.
<b>Interviews</b>	The initial in-person interview assesses punctuality and appearance and clarifies points of the candidate's application. Multiple interviews may be conducted, and candidates progressing beyond this level will attend our orientation program.
<b>Electronic I-9 and E-Verify</b>	Employment verification must be completed for all Allied Universal employees to present proof of citizenship or authorized alien status. All potential employees are processed through E-Verify, the government's employment eligibility system, as well.  Allied Universal has been a participant in the e-Verify program since November 11, 2010. (Company ID <b>371404</b> ).
<b>Social Security Trace</b>	As an additional measure of precaution, we run Social Security checks on each candidate to verify identity and history of addresses. The latter is used to assure all associated addresses are considered when determining states and countries to be included in the criminal background check process. E-Verify is completed for all employees.
<b>Criminal Background Checks</b>	Prior to being posted, each employee undergoes a criminal records check, unless already checked as part of license/credential process by State. Where required, fingerprints are taken and submitted to the appropriate law enforcement agency for a detailed background investigation. Statewide criminal checks are also conducted when required. Allied Universal will only hire individuals who are suitable for employment in the positions for which they are being hired and who are eligible to hold a security guard license/credential where required by state law.
<b>National Sex Offender Registry</b>	This additional step in the background check process searches the Federal Department of Justice, which includes real time listings of registered sex offenders. By searching the DOJ, the most complete and current report is available.
<b>Pre-employment Drug Testing</b>	Oral ten-panel drug tests are completed at orientation. Lab testing is available for hair follicle and alcohol testing at an additional charge.
<b>Education and Employment Verification</b>	Education and employment checks can be completed for an additional charge.

Allied Universal will incorporate all Department requirements into our recruitment and screening process to ensure all requirements and specifications are met through the resulting contract. Quality begins and ends with our security professionals. Our screening process tests for an applicant's predisposition to remain with an employer.

- Background checks show prior length of employment service.
- Refresher training enhances and reinforces earlier learning.
- Our computerized scheduling system helps avoid assigning shifts that are too long and/or too close together.

- Regional HR Directors focus on employee relations, customer satisfaction and compliance.
- Our 24-hour hotline ensures an open line of communication and prompt attention to any need or question.
- Our management teams are trained and coached on human resource tactics that further promote employee retention.
- Decentralized management allows our senior staff to be actively involved with and easily accessible.

### **An Allied Universal Security Professional**

- Comes to work; is on time and completes shift assignments (including overtime, when assigned)
- Has a neat, professional appearance and comes to work in complete and clean assigned uniform.
- Has a friendly and professional demeanor and provides quality customer service.
- Is a good communicator (both verbally and written) and is capable of handling typical and crisis situations both efficiently and effectively.
- Understands and successfully executes his/her post orders including enforcement of client and company policies, rules and regulations.

### **Security Professional Basic Qualifications**

- Must be at least 21 years of age or older as required by applicable law or contractual requirements.
- Must have a high school diploma or GED.
- Possess a valid in-state TX Driver's License and safe driving record.
- No criminal convictions as specified under Allied Universal guidelines and RFP requirements.
- Ability to communicate effectively both orally and in writing for the purpose of public interaction and report writing.
- Authorized to work in the United States.
- Ability to perform essential functions of the position with or without reasonable accommodation.
- Negative result on pre-employment drug screen.
- Successful completion of Allied Universal's Basic Course exam.
- Ability to maintain satisfactory attendance and punctuality standard.
- Neat and professional appearance.
- Friendly and professional demeanor.
- Ability to provide quality customer service.
- Ability to handle typical and crisis situations efficiently and effectively at client site.

### **Armed Security Professionals**

Allied Universal provides the highest quality security professionals (both armed and unarmed), experienced management and award-winning training to implement a comprehensive security program. For more than 60 years Allied Universal has been providing armed security professional services across the United States. The Company employs approximately **7500** armed professionals in Virginia, Arizona, **California**, Colorado, Washington D.C., Florida, Georgia, Illinois, Kansas, Maryland, Minnesota, Michigan, Nevada, North Carolina, New York, Ohio, Pennsylvania, South Carolina, Tennessee, Texas, and Washington.

All armed security professionals must meet Allied Universal's strict hiring, background, and security professional training standards. Additionally, armed security professionals are required to meet, or exceed, all federal, state and local laws and regulations with respect to firearms and less-than-lethal weapons licensing, training and qualification.

## Armed Personnel Recruitment

Applicant must:

- Be 21 years of age
- Be a citizen of the United States and/or legally authorized to work in the U.S.
- Have high school diploma or GED
- Not suffer from any mental or physical infirmity which would prevent the safe handling and operation of a handgun
- Provide a valid driver's license and have access to transportation
- Have no disqualifying criminal convictions applicable to state licensing regulations, the Federal Gun Control Act of 1968 which bars misdemeanor crimes of domestic violence

Allied Universal's recruitment is targeted at, but not limited to, individuals with a background in or experience as:

- Military/Military Police
- Police/Peace Officers
- Corrections Officers

## Armed Personnel Screening

- Comprehensive Review of Completed Application
- Initial Interview to assess timeliness, appearance, communication skills and personality
- Social Security Check
- Criminal Background Check
- A fingerprint-based national check through a State Identification Bureau and the FBI Integrated Automated Fingerprint Identification System where permitted by state code or regulation
- A name-based statewide and/or county criminal history records search
- County by county searches are conducted based on:
  - Residences or names that are discovered through a Credit Check or Social Security Number Check
  - The location of listed residences
- Both felony and misdemeanors are searched
- Conviction and (where permitted by state law) pending prosecution searched
- In addition to meeting relevant state requirements, as a matter of Allied Universal policy applicants must not have a conviction for any of the following<sup>1</sup>:
  - Any felony conviction
  - Illegally using, carrying or possessing a pistol or other dangerous weapon
  - Making or possessing burglar's instruments
  - Burglary
  - Buying or receiving stolen property
  - Unlawful entry of a building
  - Corruption of Minors
  - DWI/DUI within three years of application
  - Forgery, Fraud, Deceptive Practices or False Report
  - Aiding escape from prison
  - Unlawfully possessing or distributing habit forming narcotic drugs
  - Theft, Shoplifting, Larceny or Picking pockets or attempting to do so
  - Soliciting any person to commit sodomy or other lewdness
  - Recklessly endangering another person, including manslaughter
  - Harassment and Stalking
  - Kidnapping



- Making Terroristic Threats
- Aggravated Simple Assault, Sexual Assault, Indecent Assault and Battery, Fighting
- Rape, Involuntary Deviate Sexual Intercourse
- Indecent Exposure
- Incest
- Sexual Abuse of Children, Child Abuse, Child Endangerment
- Dealing in Infant Children
- Unlawful Restraint
- Resisting Arrest
- Trespass/Loitering
- Prior Employment Verification (minimum two references)
- Pre-employment ten-panel drug screen
- Secondary Interview with project manager or client representative

### Firearms Training

Firearms training varies by state, but generally ranges from 20-40 hours, covering these or similar topics:

- Use of firearms
- Ethical and moral considerations of weapons use
- Liability for acts while armed
- Use of deadly force/the Force Continuum
- Search, seizure and arrest procedures while armed
- Firearms safety and maintenance
- Fundamentals of Non-Lethal Weapons use
- Qualification (Range practice, one-day fire, minimum qualification course typically of 50 rounds, minimum passing score 70 - 80 percent)
- Successful completion of written examination with a minimum passing score

### AllyO

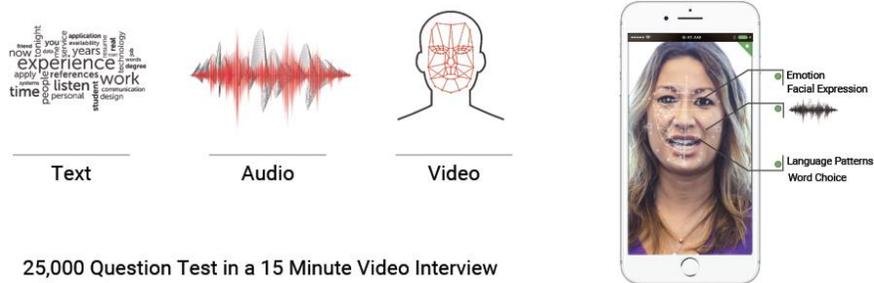
To ensure high quality employees that are the right fit and have the right skills for the Department contract, Allied Universal tailors job descriptions to fit its needs, using the Company's AllyO platform to capture candidate information and keep them informed throughout the hiring process. AllyO is an Artificial Intelligence (AI) solution for recruiting that immediately engages candidates in a chat-like question and answer session. They provide their contact information and initial qualifications, which AllyO can use to help them find the best job for them. This integrated solution provides many unique benefits:

Overall, AllyO improves the quality of services we provide while decreasing security professional turnover by matching candidates with the jobs most suited to them and providing actionable steps to improve the process. It shortens the time and effort needed to staff an account while simultaneously improving quality.

**AllyO – End to End AI Recruiter**

<b>Larger Pool of Qualified Candidates</b>	<b>Faster Time to Fill Positions</b>	<b>91%</b> Increase in Completed Applications	<b>92% Increase in Candidate Satisfaction</b>
ENGAGE	SCREEN	SCHEDULE & ASSESS	RETAIN
<ul style="list-style-type: none"> <li>Employment Campaigns</li> <li>Referrals</li> <li>Job Boards</li> <li>LinkedIn</li> <li>Available 24x7 across multiple channels. Deploys on all talent acquisition channels.</li> </ul>	<ul style="list-style-type: none"> <li>Emails &amp; Texts</li> <li>Targeted screening via conversational AI. Algorithms predict quality.</li> </ul>	<ul style="list-style-type: none"> <li>Automated scheduling. Interviewers prepared with intelligence on the candidate. Improved candidate communication.</li> </ul>	<ul style="list-style-type: none"> <li>INTEGRITY</li> <li>COMMITMENT</li> <li>New hire check-ins. Improved retention by bridging talent acquisition &amp; management.</li> </ul>
<b>Receive Actionable Insights</b> Collects and analyzes applicant data to improve both the application and recruiting processes.		AllyO streamlines the recruiting process for managers, allowing them to focus on managing your account. From tackling day-to-day issues to reducing turnover, managers can keep their attention on understanding and meeting your needs.	

In addition to AllyO, Allied Universal also utilizes HireVue. HireVue's AI capabilities translate video screening tests into data points that can accurately predict a candidate's aptitude for any given role. These videos measure information like emotional expression, tone, language patterns and word choice to determine a candidate's fit for the position.



This 24/7 interview and screening capability speeds up the hiring process drastically. Through full integration with AllyO, a candidate can apply over the weekend, perform the screening tests and video assessment, and be ready for an interview with a hiring manager by Monday morning. Hiring managers can view recorded video submissions through their mobile devices and make hiring decisions anytime, anywhere.

At Allied Universal, we are not looking to fill a position with just any candidate. We go the extra mile to dig deeper to find the right person for you. When our employees are well matched to the position requirements, they stay longer in their position, will be better engaged in their day-to-day responsibilities, and provide better service for you. Our ultimate recruiting goal is to find the best qualified candidate for every post. This translates into improved security professional quality and better results for our clients.

## Retention through Benefits, Incentives, Recognition

### Leadership in Benefits

There is a direct correlation between providing employee benefits and attracting high-caliber personnel. Benefits are also a strong factor in employee engagement, which is critical to the success of your security program. We are also advocates for our employees, providing healthy living tips and information to encourage them to become educated healthcare consumers. Full-time employees must work a minimum of 30 hours per week to be eligible for health and welfare benefits, and 35 hours per week for vacation benefit eligibility. Below are some of the many benefits offered.

Allied Universal Employee Benefits	
<b>Medical Insurance</b>	Medical plans offered to all benefit-eligible employees through payroll deduction and/or client contribution. Benefits offered pursuant to our eligibility requirements/ policy. Detailed information regarding coverage and premium costs is available.
<b>Dental &amp; Vision Insurance</b>	Dental Insurance and Vision Service Plan offered to all eligible employees.
<b>Disability, Life &amp; Accident Insurance</b>	<ul style="list-style-type: none"> <li>Benefit-eligible employees have the ability to participate in a Disability Insurance Plan.</li> <li>Basic life insurance offered to benefit-eligible employees at no charge. Additional, supplemental life insurance and AD&amp;D is available to employees at a competitive rate.</li> </ul> <p>Accident insurance through MetLife offered to benefit-eligible employees.</p>

<b>Allied Universal Employee Benefits</b>	
<b>Paycard</b>	Employees have option to receive their pay through direct deposit or a cash paycard (where permitted by law). Paycards allow immediate access to wages without incurring check cashing fees.
<b>Commuter Benefits Program</b>	Transit and parking funds deductible via payroll (pre-tax basis) offered to benefit-eligible employees.
<b>Anniversary Bonus Program</b>	Available to all employees who completed one year of continuous service. Amount based on each full year of service completed; paid on employee's anniversary date. Security professionals can still arrange to take unpaid time off, but our experience has shown that money in hand is preferred to time off. This Bonus offers our valued employees greater flexibility, while also serving as an incentive for employees to stay therefore improving overall retention.
<b>401(k)</b>	Employees can enroll anytime following 6 months of full-time employment.
<b>Holidays</b>	Security personnel receive time-and-a-half pay when working these holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
<b>Employee Assistance Program &amp; Legal Services</b>	An employee assistance program and legal service is available to employees.
<b>PerkSpot</b>	Fringe benefits available exclusively to our employees for personal use (e.g., discounts on fitness memberships, cellular phone plans, retail merchandise and credit union access).
<b>Career Development</b>	Allied Universal believes in preparing our employees for a career in security. Our training programs prepare officers for the responsibilities of the site they are assigned to but it is the additional Company resources provided that create a long term commitment from our team members. We have established a documented retention program that encourages and rewards officers for their tenure with the Company as well as contribute to the continuing education and professional development of individuals through our internal development training or reimbursement of further education.
<b>Educational Assistance, Tuition Discount &amp; Scholarship Program</b>	Allied Universal encourages employees to continually increase their knowledge, improve technical skills and prepare for a position for greater responsibility within the company. To support employees in their professional development, a variety of programs are offered: <ul style="list-style-type: none"> <li>• <b>Educational assistance</b></li> <li>• <b>Tuition discount</b></li> <li>• <b>Scholarship Program for Dependents</b></li> </ul>

## Retention through Recognition

The elements of staffing stability are complex and interwoven, and include adequate wages and benefits, proper hiring, competent supervision, comprehensive training, employee recognition and incentives, opportunities for advancement and on-going performance evaluations.

Many of our retention efforts are best illustrated through our **Incentive and Recognition** programs. Additionally, each of our management systems and solutions has elements designed to positively impact retention.

- **Security Professional of the Month, Quarter, and Year Awards**
- **President Leadership Award**
- **On the Spot Awards**
- **Personal and Professional Development**
- **Account Manager of the Year & Support Person of the Year**
- **Partners in Employment**
- **Length of Service/Tenure Awards**
- **Quality Enhancement Ideas**
- **Partners in Growth**

## Standards of Conduct

A security professional’s primary duties are as follows:

**DETER** and serve as a general security presence and visible deterrent by continually performing your duties in an alert, professional manner.

**DETECT** suspicious activities.

**OBSERVE** criminal acts or rule infractions at or near your post which may be a threat to the facility, the **Customer or Employees at your work site.**

**REPORT** all incidents, accidents or medical emergencies to the appropriate person(s) in a timely manner.

The Company knows that its services cannot be a “one solution fits all” approach. Each client has their own unique requirements and challenges that a security company must be able to recognize and adjust their processes to meet or solve with success. Security professionals receive initial, on-the-job, and advance training, all available 24 hours a day, seven days a week on the Allied Universal|EDGE, the Company’s enterprise-wide learning management system.

All Company security professionals are trained to be prepared for the unexpected. Safety training prepares security professionals for fire safety and workplace violence prevention. Topics include detecting and preventing fires, vandalism, and theft. We describe below how fixed posts and roving patrols collectively contribute to the overall security envelope of the Department’s personnel and resources.



- **Detection** is achieved by alert, well-trained security personnel. Once on post each security professional adheres to his/her post limits and applies appropriate access control procedures at all times. Where required by post assignment, the security professional examines building/site passes and other sources of identification to be sure they are acceptable at his/her post. AUS personnel at access control posts are familiar with—and frequently check—the names and photos of persons who appear on lookout memoranda (e.g., entry prohibited notices/lists), and maintain a mental picture to detect such persons attempting to pass through their post area. Security professionals check the memoranda when confronted with uncooperative individuals, persons who appear to be using invalid passes, and those "visitors" who are refused an escort by employees.
- **Prevention** of unauthorized access or behavior is also accomplished by the visible, physical presence of members of the AUS security force. Uniformed officers at fixed and roving posts control

the authorized movement of employees and visitors while deterring the unauthorized entry of persons in prohibited areas. The use of locks, advanced security technology systems, and appropriate warning notices add to the deterrent effect of the security professional. For example, signs announcing restricted and controlled areas establish clear parameters for entry (e.g., boundaries, authorizations, sanctions). Electronic sensors, monitoring equipment and alarms function as invisible guards, often in remote locations. CCTV and other monitoring devices may give advance warning of an attempt by indicating premeditated activities, but alarm systems can only report an attempt in progress. Foot patrols are essential for responding to activated security systems. Patrols also serve to prevent unauthorized access when they make their rounds on an unscheduled basis, thus adding to their deterrent value because of the unpredictability of their presence at a given location.

## Security Officer Post Duties

The information provided in each post's Security Officer Post Orders contains client General, Post, and Specific Orders for each particular post at each facility. Security force members will be tested through inspections to ensure they are 100 percent knowledgeable of their assigned post duties, and review their Post Orders at the beginning of their shift for updates or changes.

The security force receives random "no-notice" assessments by field supervisors and operations management on their knowledge of their post assignment and their Post Orders. Deficiencies are documented during these assessments, incorporated into the Quality Control process, and brought to the attention of the training manager, compliance manager, and Quality Assurance manager. The operations manager is responsible for correcting deficiencies in officer knowledge of Post Orders and modifying recurrent training curricula or daily post checks with supervisory personnel.

- **Fixed Posts**

All fixed posts are manned at all times during the contract-required post coverage hours by trained and qualified personnel. At no time is an open post tolerated, unless a special and unusual emergency situation requires diversion of personnel from fixed posts. During these rare instances, only instructions from supervisors or management allow the diversion of personnel from any fixed post.

- **Roving Posts**

Adhering to post orders and delivering professional services goes hand-in-hand with performing all duties at your facilities, including those of the security roving post, when required. AUS understands the necessity of highly visible (mobile) positions and the importance placed on observing and reporting. Our security professionals are encouraged to be proactive—to identify potential deficiencies/problems and take action to mitigate a possible crisis. We accompany (escort) personnel, when requested; and report inoperative equipment, items in need of repair, and maintenance problems, as well as security and safety issues. AUS's on-going (refresher) training emphasizes the professionalism expected and trust required of our security professionals.

- **Building Rules and Regulations**

Our security staff will be familiar with each site's rules and regulations. Prior to initial assignment, each security professional is certified as being knowledgeable of the physical layout of the facilities and applicable rules and regulations. Furthermore, as part of the certification process, our security professionals demonstrate proficiency in executing procedures associated with those rules and regulations as well as their specific duties. Security officer certification is entered into our "WinTeam" scheduling system for tracking the currency of each officer's credentials.

- **Lost and Found**

Allied Universal will have established documented procedures for items that are lost and found. All items delivered to security personnel or found by security professionals are reported/annotated/disposed of in accordance with client protocol. Every effort is made to return the item(s) to the rightful owner. In any

event, the Daily Operational Log will be annotated and an Incident Report completed and forwarded to the appropriate contact not later than the next working morning.

- **Access Control**

The management team ensures the security professionals understand all Post Orders for the facility(ies) to which they are assigned, in particular, those addressing entrance and exit control of personnel and property.

If currently in place, badge policy is strictly adhered to in all cases. Un-badged personnel entering access controlled areas of the facilities will be challenged, their authorization verified, and, if necessary, an escort will be acquired prior to being allowed entry. Security professionals will be knowledgeable of their post's respective facility and provide directions and assistance to visitors in a polite and courteous fashion at all times.

### **Post Orders**

Post orders represent the playbook that guides the day-to-day activities of the entire account security team. Post orders differ widely among contract security services firms. While some treat post orders as a little more than a telephone directory, Allied Universal takes a far more serious approach. Post Orders and Standard Operations Procedures Manuals are essential components of our security programs. Our local managers create, implement and update these manuals in collaboration with our clients, while our security professionals refer to them consistently. Post orders will include all current service data and requirements, information we follow strictly and continuously.

### **Conduct**

All personnel are expected to conduct themselves in accordance with the requirements of clients and within guidelines established by the Company's performance management system. Upon selection, every employee receives a copy of the Employee Handbook that outlines acceptable performance standards for employees. Every effort is made to help an employee succeed; however, when Company policies, procedures and work rules are violated or performance trends and actions require more formalized counseling, disciplinary action will be taken.

Company policy is to handle all employee performance deficiencies and misconduct in a consistent, timely and equitable manner, free from emotional overtones or personality differences. Generally, this policy is to be enforced by use of progressive discipline. There are four levels of action in the progressive discipline process, as follows:



These steps will generally be used in a progressive manner consistent with the severity of the policy violation and/or performance problem. However, Allied Universal reserves the right to skip any step, in whole or in part, and move immediately to any further step, including termination after suspension and investigation, as it deems necessary. Consequently, no employee may rely on these guidelines as “promises” or “agreements” by the Company to impose the discipline contained in the guidelines in any situation or prior to termination. Allied Universal reserves the right to terminate employees “at will”, with or without cause, at any time, for any reason.

## Security Professional Handbook

The Company's fully documented standards and procedures are contained in **Allied Universal's Security Professional Handbook**, a copy of which is provided to every employee upon hiring. The comprehensive **Table of Contents** from the current manual is provided on the following pages.

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# TABLE OF CONTENTS

<b>A MESSAGE FROM THE CHIEF EXECUTIVE OFFICER.....</b>	<b>6</b>
<b>FOREWORD .....</b>	<b>7</b>
Applicability .....	8
Property of Allied Universal .....	8
<b>I. INTRODUCTION.....</b>	<b>9</b>
The Importance and Purpose of Your Job as a Security Professional .....	9
You're Part of Our Team.....	9
Our Mission Statement.....	9
At-Will Employment Relationship.....	9
<b>II. WHAT IS EXPECTED OF YOU.....</b>	<b>11</b>
Our Philosophy .....	11
Your First Assignment .....	11
Reporting for Duty .....	11
While on Duty - Standards of Conduct.....	11
■ Responsibilities of an Allied Universal Security Professional.....	12
■ Maintaining Confidentiality .....	13
■ Use of Force .....	15
■ Reporting Requirements and Response to Use of Force Incidents .....	21
■ Attendance and Reporting Absences.....	22
■ Work Rules and Standards of Conduct.....	25
■ Disciplinary Process.....	28
■ Personal Appearance .....	28
■ Uniforms .....	30
■ ID Cards and Licenses/Registration.....	32
■ No Fraternalization and No Nepotism.....	32
■ Smoking/Vaping/Tobacco Use.....	33
■ Personal Use of Company or Customer Property .....	34
■ Use of Personal Devices.....	34
■ Outside Activities .....	34
■ Arrests While Employed With Allied Universal .....	34
■ Going off Duty – End of Shift Responsibilities.....	35
<b>III. GENERAL POLICIES AND PRACTICES.....</b>	<b>36</b>
Equal Opportunity Employer.....	36
Freedom From Discrimination, Harassment (Including Sexual Harassment) and Hostile Work Environment.....	36
■ Reporting Procedure.....	37

■ Policy Against Retaliation .....	38
<b>Workplace Bullying</b> .....	<b>38</b>
■ Reporting Procedure .....	39
<b>Concern Resolution Procedure and Employee Reporting Hotline</b> .....	<b>40</b>
<b>Alcohol and Drug Free Workplace</b> .....	<b>41</b>
■ Self-Referral For Substance Abuse .....	42
<b>Reasonable Accommodation</b> .....	<b>42</b>
■ Religious Accommodation .....	43
■ Pregnancy Accommodation .....	44
<b>Employment Policies</b> .....	<b>44</b>
■ Verification of Employment Authorization .....	44
■ Maintaining Personnel Records and Confidential Information .....	44
■ Verification of Employment and Wages .....	45
■ Employee Referral Programs .....	46
■ Re-employment of Former Employees .....	46
■ Company Service - Anniversary Date .....	46
■ Employment of Relatives .....	47
■ Work Assignments and Transfers .....	47
■ Company Provided Training .....	48
■ Promotion Policy .....	48
■ Performance Reviews .....	49
■ Compensation Reviews .....	49
<b>Work Rules</b> .....	<b>50</b>
■ Meal Periods and Rest Breaks .....	50
■ Solicitation and Distribution .....	50
■ Employee Communications and Bulletin Boards .....	51
■ Social Media .....	51
<b>IV. COMPENSATION</b> .....	<b>55</b>
<b>Our Philosophy</b> .....	<b>55</b>
<b>Pay Practices</b> .....	<b>55</b>
■ Workweek and Workday Defined .....	55
■ Pay Day & Pay Period .....	56
■ Overtime Policy and Pay Procedures .....	56
■ Overtime Pay – Additional Rules for Specific Locations .....	56
■ Work Schedule .....	57
■ Methods of Payment .....	57
■ Employment Classifications .....	57
■ Anniversary Bonus Program .....	58
■ Company Meetings .....	59
<b>Your Paycheck</b> .....	<b>60</b>
■ Accessing Your Pay Stub and Pay Records .....	60

■ Wage Assignments (Garnishments) .....	60
■ Recording Hours Worked.....	60
■ Deductions from Paychecks .....	60
■ Expense Reimbursement.....	61
<b>V. BENEFITS.....</b>	<b>62</b>
Our Philosophy .....	62
Health and Welfare Benefits .....	62
■ Medical, Dental and Vision Coverage .....	62
■ Continuation of Group Health Insurance.....	63
■ Insurance Coverage during a Leave of Absence .....	64
■ Voluntary Insurance Plans .....	64
■ Employee Assistance Program (EAP) .....	65
■ Retirement Savings Plan - 401(k) .....	65
■ Workers' Compensation Insurance .....	65
Time Off Benefits.....	66
■ Holidays .....	66
■ Religious Holidays .....	67
■ Vacation Time .....	67
■ Sick Leave .....	67
■ Bereavement .....	68
■ Subpoenas/Witness Duty.....	68
■ Jury Duty.....	68
■ Election and Voting Time Off .....	68
Leaves of Absence.....	69
■ Personal Leaves of Absence .....	69
■ Family and Medical Leave Act (FMLA) .....	70
■ Military Leave.....	73
■ Emergency Leave Duty.....	73
■ Workers' Compensation Leave.....	73
■ Temporary Light Duty Assignments .....	74
■ Returning from a Leave of Absence.....	74
<b>VI. GENERAL SECURITY POLICIES .....</b>	<b>76</b>
Our Philosophy .....	76
■ Personal Visitors .....	76
■ Security .....	76
■ Workplace Security And Anti-Violence.....	76
■ Theft/Damage of Property.....	77
■ Company and Customer Property.....	77
■ Reporting Work Related Injuries or Illnesses .....	78
■ Use of Company Vehicles.....	79
■ Traffic Violations / Accidents.....	80

- Personal Property Inspections and Expectations of Privacy ..... 80
- Company Sponsored Social Events ..... 81
- Parking Lot ..... 81
- VII. SEPARATION FROM EMPLOYMENT ..... 82**
- Our Philosophy ..... 82
- Voluntary Resignations ..... 82
- Involuntary Terminations ..... 82
- Final Pay ..... 82
- Property Issued by the Company ..... 83
- INDEX ..... 84**



AGENCY CUSTOMER ID: CN118025105

LOC #: Philadelphia



**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 3

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

- First Named Insured:  
Allied Universal Topco, LLC
  
- Additional Named Insureds:  
AlliedBarton (NC) LLC  
AlliedBarton (NC) LLC, dba Allied Universal Security Services  
AlliedBarton Security Services LLC  
AlliedBarton Security Services LLC, dba Allied Universal Security Services  
AlliedBarton Security Services LP  
AlliedBarton Security Services LP, dba Allied Universal Security Services  
Allied Security Holdings LLC  
Allied Universal Holdco LLC  
Andrews International Government Services, Inc.  
Andrews International Government Services, Inc., dba Allied Universal Risk Advisory and Consulting Services  
Apollo Security International, Inc.  
C & D Enterprises, Inc.  
FJC Security Services, Inc.  
FJC Security Services, Inc., dba Allied Universal Security Services  
Guardsmark (Puerto Rico), LLC  
Guardsmark (Puerto Rico), LLC, dba Allied Universal Security Services, LLC  
Guardsmark (Puerto Rico), LLC, dba Universal Protection Service, LLC  
Intelligent Access Systems of North Carolina, LLC  
Intelligent Access Systems of North Carolina, LLC, dba Allied Universal Technology Services  
Intelligent Access Systems of North Carolina, LLC, dba Securadyne Systems Mid-Atlantic  
Peoplemark, Inc.  
Peoplemark, LLC  
Securadyne Systems Intermediate LLC  
Securadyne Systems Intermediate LLC, dba Allied Universal Technology Services  
Securadyne Systems Texas LLC  
Securadyne Systems Texas LLC, dba Allied Universal Technology Services  
SFI Electronics, LLC  
SFI Electronics, LLC, dba Allied Universal Technology Services  
SFI Electronics, LLC, dba Allied Universal Security Systems  
SFI Electronics, LLC, dba Universal Protection Security Systems  
Spectaguard Acquisition LLC  
Staff Pro Inc.  
Staff Pro Inc., dba Allied Universal Event Services  
Surveillance Specialties, Ltd.  
Surveillance Specialties, Ltd., dba Allied Universal Technology Services  
Surveillance Specialties, Ltd., dba Securadyne Systems Northeast  
Universal Building Maintenance, LLC  
Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services  
Universal Protection Security Systems, LP  
Universal Protection Security Systems, LP, dba Allied Universal Technology Services  
Universal Protection Security Systems, LP, dba Allied Universal Security Systems  
Universal Protection Service of Canada Co.  
Universal Protection Service of Canada Co., dba Allied Universal Security Services of Canada Co.  
Universal Protection Service of Canada Corporation

ACORD 101 (2008/01)

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AGENCY CUSTOMER ID: CN118025105

LOC #: Philadelphia



**ADDITIONAL REMARKS SCHEDULE**

Page 3 of 3

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Universal Protection Service of Canada Corporation., dba Allied Universal Security Services of Canada  
 Universal Protection Service, LLC  
 Universal Protection Service, LLC, dba Allied Universal Risk Advisory and Consulting Services  
 Universal Protection Service, LLC, dba Allied Universal Security Services  
 Universal Protection Service, LLC, dba Allied Universal Security Services, LLC  
 Universal Protection Service, LP  
 Universal Protection Service, LP, dba Allied Universal Risk Advisory and Consulting Services  
 Universal Protection Service, LP, dba Allied Universal Security Services  
 Universal Protection Service, LP, dba Allied Universal Security Services, LP  
 Universal Protection Service of Seattle, LLC  
 Universal Protection Service of Seattle, LLC, dba Allied Universal Security Services  
 Universal Services of America, LP  
 Universal Thrive Technologies, LLC  
 Universal Thrive Technologies, LLC, dba Allied Universal Technology Services  
 Universal Thrive Technologies, LLC, dba Allied Universal Monitoring and Response Center  
 Universal Thrive Technologies, LLC, dba Thrive Intelligence  
 U.S. Security Associates, Inc.  
 U.S. Security Associates, Inc., dba Allied Universal Risk Advisory and Consulting Services  
 U.S. Security Associates Aviation Services, Inc.  
 U.S. Security Associates Holding Corp.  
 U.S. Security Associates Holdings II Corp.  
 U.S. Security Associates Holdings, Inc.  
 U.S. Security Associates Staffing, Inc.  
 U.S. Security Holdings, Inc.  
 Vance Executive Protection, In.  
 Vance International Consulting, Inc.

## ALLIED UNIVERSAL HOLDCO LLC

### TABLE OF CONTENTS

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	Page
CONSOLIDATED FINANCIAL STATEMENTS AS OF AND FOR THE YEARS ENDED DECEMBER 31, 2018 and 2017:	
Balance Sheets	1-2
Statements of Operations	3
Statements of Comprehensive Loss	4
Statement of Member's Capital	5
Statements of Cash Flows	6-7

State of Florida / 10-30-19

**ALLIED UNIVERSAL HOLDCO LLC**  
**CONSOLIDATED BALANCE SHEETS**  
**(in thousands)**

	<u>December 31,</u> <u>2018</u>	<u>December 31,</u> <u>2017</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash	\$ 29,662	\$ 4,539
Restricted cash	137,935	93,376
Accounts receivable, net of allowance for doubtful accounts of \$18,367 and \$16,974 as of December 31, 2018 and 2017, respectively	1,007,361	777,152
Unbilled services rendered	183,336	132,228
Inventories	5,002	4,592
Costs and estimated earnings in excess of billings on contracts-in-progress	5,717	4,298
Due from Allied Universal Topco LLC	1,215	675
Prepaid and other current assets	<u>35,611</u>	<u>25,522</u>
Total Current Assets	1,405,839	1,042,382
Property and equipment, net	148,312	143,057
Goodwill	2,590,423	2,204,818
Intangible assets, net	1,425,298	1,027,571
Deposits and other long-term assets	<u>53,119</u>	<u>33,545</u>
<b>TOTAL ASSETS</b>	<u>\$ 5,622,991</u>	<u>\$ 4,451,373</u>

**ALLIED UNIVERSAL HOLDCO LLC**  
**CONSOLIDATED BALANCE SHEETS**  
**(in thousands)**

	<b>December 31, 2018</b>	<b>December 31, 2017</b>
<b>LIABILITIES AND MEMBER'S CAPITAL</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 20,204	\$ 23,784
Accrued payroll and related payroll taxes	245,730	186,807
Accrued expenses	149,685	139,351
Accrued claims reserves, current portion	90,045	62,166
Billings in excess of costs and estimated earnings on contracts-in-progress	1,533	1,174
Refundable uniform deposits	3,206	4,304
Advance payments	8,031	6,421
Revolving credit loan	29,000	88,000
Purchase price payable, current portion	285	4,688
Long-term debt and capital lease obligations, current portion	<u>54,577</u>	<u>44,370</u>
<b>Total Current Liabilities</b>	<b>602,296</b>	<b>561,065</b>
<b>LONG-TERM LIABILITIES:</b>		
Long-term debt and capital lease obligations, net of current portion	3,866,009	2,907,993
Accrued claims reserves, net of current portion	199,397	143,426
Deferred tax liability	250,306	205,751
Other liabilities	<u>43,146</u>	<u>22,093</u>
<b>Total Liabilities</b>	<b><u>4,961,154</u></b>	<b><u>3,840,328</u></b>
<b>COMMITMENTS AND CONTINGENCIES (Note 7)</b>		
<b>MEMBER'S CAPITAL:</b>		
Member's capital	659,675	609,285
Noncontrolling interest	<u>2,162</u>	<u>1,760</u>
<b>Total Member's Capital</b>	<b><u>661,837</u></b>	<b><u>611,045</u></b>
<b>TOTAL LIABILITIES AND MEMBER'S CAPITAL</b>	<b><u>\$ 5,622,991</u></b>	<b><u>\$ 4,451,373</u></b>

**ALLIED UNIVERSAL HOLDCO LLC**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**  
**(in thousands)**

	YEAR ENDED DECEMBER 31,	
	2018	2017
REVENUES	\$ 5,828,045	\$ 5,301,534
DIRECT EXPENSES	5,188,823	4,726,733
GROSS PROFIT	<u>639,222</u>	<u>574,801</u>
OPERATING COSTS AND EXPENSES:		
General and administrative	501,621	525,784
Acquisition and related costs	19,170	5,541
Non-cash equity-based compensation expenses	1,267	2,532
Loss (gain) on disposal of property and equipment	4,456	(614)
Total Operating Cost and Expenses	<u>526,514</u>	<u>533,243</u>
INCOME FROM OPERATIONS	<u>112,708</u>	<u>41,558</u>
OTHER EXPENSE (INCOME):		
Interest expense, net	263,893	225,950
Gain on changes in fair value of contingent purchase consideration	(312)	(3,506)
Other	(51)	(120)
Total Other Expense, net	<u>263,530</u>	<u>222,324</u>
LOSS BEFORE INCOME TAX BENEFIT	(150,822)	(180,766)
INCOME TAX BENEFIT	<u>(10,807)</u>	<u>(111,618)</u>
NET LOSS	(140,015)	(69,148)
INCOME ATTRIBUTABLE TO NONCONTROLLING INTEREST	<u>402</u>	<u>1,261</u>
NET LOSS ATTRIBUTABLE TO ALLIED UNIVERSAL HOLDCO LLC	<u>\$ (140,417)</u>	<u>\$ (70,409)</u>

**ALLIED UNIVERSAL HOLDCO LLC**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS**  
**(in thousands)**

	YEAR ENDED DECEMBER 31,	
	2018	2017
NET LOSS	\$ (140,015)	\$ (69,148)
Other Comprehensive (Loss) Income:		
Unrealized gain on marketable securities	-	690
Defined benefit pension plan	-	(112)
Translation adjustment	(345)	27
Other Comprehensive (Loss) Income	(345)	605
COMPREHENSIVE LOSS	(140,360)	(68,543)
COMPREHENSIVE INCOME ATTRIBUTABLE TO NONCONTROLLING INTEREST	402	1,261
COMPREHENSIVE LOSS ATTRIBUTABLE TO ALLIED UNIVERSAL HOLDCO LLC	\$ (140,762)	\$ (69,804)

State of Florida / 10-20-19

**ALLIED UNIVERSAL HOLDCO LLC**  
**CONSOLIDATED STATEMENT OF MEMBER'S CAPITAL**  
**FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017**  
**(in thousands)**

	<b>Member's Capital</b>				<b>Total</b>
	<b>Member's Interest</b>	<b>Accumulated Other Comprehensive Income (Loss)</b>	<b>Accumulated Deficit</b>	<b>Noncontrolling Interest</b>	
Balance as of December 31, 2016	\$ 912,618	\$ 505	\$ (232,304)	\$ 503	\$ 681,322
Equity contributions	100				100
Non-cash equity-based compensation	2,532				2,532
Distributions to Members	(4,362)			(4)	(4,366)
Unrealized gain on marketable securities		690			690
Defined benefit pension plan		(112)			(112)
Translation adjustment		27			27
Net (loss) income	<u>          </u>	<u>          </u>	<u>(70,409)</u>	<u>1,261</u>	<u>(69,148)</u>
Balance as of December 31, 2017	\$ 910,888	\$ 1,110	\$ (302,713)	\$ 1,760	\$ 611,045
Equity contributions	200,000				200,000
Non-cash equity-based compensation	1,267				1,267
Distributions to Members	(9,885)				(9,885)
Adoption of ASU No. 2016-01		(693)	693		
Defined benefit pension plan		(230)			(230)
Translation adjustment		(345)			(345)
Net (loss) income	<u>          </u>	<u>          </u>	<u>(140,417)</u>	<u>402</u>	<u>(140,015)</u>
Balance as of December 31, 2018	<u>\$1,102,270</u>	<u>\$ (158)</u>	<u>\$ (442,437)</u>	<u>\$ 2,162</u>	<u>\$ 661,837</u>

**ALLIED UNIVERSAL HOLDCO LLC**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(in thousands)**

	<b>YEAR ENDED</b>	
	<b>DECEMBER 31,</b>	
	<b>2018</b>	<b>2017</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net loss	\$ (140,015)	\$ (69,148)
<b>Adjustments to reconcile net loss to net cash provided by operating activities:</b>		
Gain on changes in fair value of contingent purchase consideration	(312)	(3,506)
Depreciation and amortization	237,355	214,329
Provision for losses on accounts receivable	4,556	5,299
Loss (gain) on disposals of property and equipment	4,456	(614)
Non-cash equity-based compensation expense	1,267	2,532
Deferred tax benefit	(16,226)	(126,665)
Amortization of deferred financing costs	18,939	19,204
Non-cash pension settlement gain	(230)	-
Loss on marketable securities	2,881	-
<b>Changes in operating assets and liabilities, net of effects of acquisitions:</b>		
Accounts receivable	(5,725)	(32,920)
Unbilled services rendered	(17,161)	(43,444)
Inventories	(409)	(496)
Costs and estimated earnings in excess of billings on contracts-in-progress	(1,419)	631
Prepaid and other current assets	(1,008)	10,878
Accounts payable	(9,475)	(10,052)
Accrued payroll and related payroll taxes	13,989	16,917
Accrued expenses	(53,317)	16,156
Accrued claims reserves	17,350	25,423
Advanced payments	1,579	370
Billings in excess of costs and estimated earnings on contracts-in-progress	359	(118)
Refundable uniform deposits	(1,210)	(1,392)
<b>Net Cash Provided By Operating Activities</b>	<b>56,224</b>	<b>23,384</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchase of property and equipment	(33,840)	(41,910)
Proceeds from sale of property and equipment	2,516	1,219
Purchase of marketable securities	(4,349)	(735)
Acquisitions, net of cash acquired	(1,038,942)	(29,846)
Deposits	3,366	938
Advances to Allied Universal Topco LLC	(540)	(619)
Change in restricted cash	1,024	(3,101)
<b>Net Cash Used In Investing Activities</b>	<b>(1,070,765)</b>	<b>(74,054)</b>

**ALLIED UNIVERSAL HOLDCO LLC**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**(in thousands)**

	YEAR ENDED DECEMBER 31,	
	2018	2017
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Proceeds from first lien term loan	\$ 796,000	\$ 26,000
Proceeds from second lien notes	210,000	-
Borrowings on revolving credit loan	2,582,000	1,894,000
Repayments of revolving credit loan	(2,641,000)	(1,806,000)
Financing fees paid	(31,917)	(2,873)
Principal payments on term loan facilities	(22,588)	(16,914)
Principal payments on capital lease obligations	(38,856)	(34,976)
Payments of contingent purchase price consideration	(4,090)	(10,508)
Equity contributions	200,000	100
Distributions to members	(9,885)	(4,366)
Net Cash Provided By Financing Activities	<u>1,039,664</u>	<u>44,463</u>
<b>NET INCREASE (DECREASE) IN CASH</b>	25,123	(6,207)
<b>CASH, Beginning of period</b>	<u>4,539</u>	<u>10,746</u>
<b>CASH, End of the period</b>	<u>\$ 29,662</u>	<u>\$ 4,539</u>
<b>SUPPLEMENTAL DISCLOSURES:</b>		
Cash paid for interest	<u>\$ 240,333</u>	<u>\$ 205,647</u>
Cash paid for income taxes	<u>\$ 7,847</u>	<u>\$ 20,580</u>
<b>NONCASH INVESTING AND FINANCING ACTIVITIES:</b>		
Purchases of automobiles, uniforms, and equipment under capital lease obligations	<u>\$ 37,071</u>	<u>\$ 55,391</u>