

**24. Award RFP-4188-03/BJC – Security Services for Seminole County, to Allied Protection Services, Inc. of Fort Myers (Not-to-Exceed \$342,000.00 per year).**

RFP-4188-03/BJC will provide all labor and incidentals necessary to provide security services to miscellaneous buildings throughout Seminole County

This project was publicly advertised and the County received two (2) submittals (listed in alphabetical order):

- Allied Protection Services, Inc.
- ITS Commercial Security, Inc.

The Evaluation Committee consisting of Meloney Lung, Manager, Support Services; Jane Peterson, Library Services Manager and Angi Thompson, Principal Analyst, Support Services, evaluated the submittals.

The evaluation criteria for this Request for Proposals were as follows:

- Management Approach
- Past Performance
- Fees and Expenses

The Evaluation Committee recommends the Board award the contract to the lowest priced, responsive, responsible offeror, Allied Protection Services, Inc. of Fort Myers. The contract will become effective on July 25, 2003 and will remain in effect for a period of three (3) years. At the sole option of the County, the contract may be renewed for two (2) additional terms not to exceed two (2) years each for a total contract term of seven (7) years.

This is a budgeted project and funds are available in accounts numbered 010530-00100-519-53034000 (General Fund) and 010533-40201-534-53034000 (Solid Waste). Administrative Services Department/Support Services Division and Fiscal Services/Purchasing and Contracts Division recommend the Board authorize the Chairman to execute the agreement as prepared by the County Attorney's Office with no major deviation in terms and pursuant to the requirements of the RFP documents as long as the contract does not exceed \$342,000.00 per year.

**B.C.C. - SEMINOLE COUNTY, FL  
RFP TABULATION SHEET**

RFP NUMBER: RFP-4188-03/BJC  
 RFP TITLE : Security Services for Seminole County  
 DATE: May 28, 2003. TIME: 2:00 P.M.

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. PS DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER PS DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RESPONSE -1-	RESPONSE -2-			
Allied Protection Services, Inc. 2651 Park Windsor Drive, Suite 208 Fort Myers, Florida 33901  (239) 278-0000 – Phone (239) 278-5929 – Fax Gordon P. Fields	ITS Commercial Security 616 FM 1960 West, Suite 675 Houston, Texas 77090  (888) 866-2140 – Phone (281) 453-2146 – Fax William Young			

The evaluation criteria for this Request for Proposals is as follows:

**Management Approach**

- Project Manager
- Staffing and recruiting

**Past Performance**

- Comparable Scope
- Problem Resolution
- Cost Containment
- Overall experience

**Fees and Expenses**

- Proposed fees for services

Tabulated by: Amy J. Pigott, Sr. Contracts Analyst – Posted 5/29/2003 (10:30 A.M.)  
 Evaluation Meeting Set for : Friday, June 6, 2003 2:00PM Purchasing Conference Room – Posted 06/04/2003  
 Recommendation of Award: Allied Protection Services, Inc. BCC Date: 06/24/2003 (Posted 06/06/2003 at 3:00PM)

**Grand Total of all Proposers**

**Grand Total**

	<b>Various Seminole County Locations</b>	<b>Quantity</b>	<b>Total</b>	<b>Landfill</b>	<b>Quantity</b>	<b>Total</b>	<b>Grand Total</b>
Allied Protection Services	\$11.00	23452	\$257,972.00	\$12.50	5096	\$63,700.00	\$321,672.00
ITS	\$12.25	23452	\$287,287.00	\$12.68	5096	\$64,617.28	\$351,904.28

**Proposal Evaluation & Ranking**  
**RFP-4188-03/BJC**  
**Security Services for Seminole County**

<b>FIRMS</b>	<b>Meloney Lung, Manager Support Services</b>	<b>Jane Peterson, Manager Library Services</b>	<b>Angi Thompson, Principal Analyst Support Services</b>	<b>Total Scores</b>	<b>Overall Ranking</b>
Allied Protection Services, Inc.	<b>1</b>	<b>1</b>	<b>1</b>	<b>3</b>	<b>1</b>
ITS Commercial Security	<b>2</b>	<b>2</b>	<b>2</b>	<b>6</b>	<b>2</b>

**Recommended Ranking:** Allied Protection Services, Inc., ITS Commercial Security  
**BCC Date:** June 24, 2003

LETTER OF TRANSMITTAL

24

<b>FROM:</b> Purchasing Division	<b>TO:</b> County Attorney's Office	
<b>CONTACT:</b> Amy J. Pigott Sr. Contract Analyst	<b>ATTN.:</b> Lola Pfeil <b>FOR:</b> Ann Colby	
<b>DATE:</b> 6/06/2003	<b>DUE DATE:</b> 06/30/2003	
<b>RE:</b> Security	RFP-4188-03/BJC - Agreement	
<b>DOCUMENTS ATTACHED:</b>		
<input type="checkbox"/> Draft Work Order	<input type="checkbox"/> Work Order	<input type="checkbox"/> Agreement
<input type="checkbox"/> Draft Agreement	<input type="checkbox"/> Correspondence	<input type="checkbox"/> Draft RFP/PS Documents
<b>REQUESTED ACTION:</b>		
<input type="checkbox"/> For Draft Agreement preparation	<input type="checkbox"/> For your signature	<input type="checkbox"/> For your files
<input type="checkbox"/> For your information	<input type="checkbox"/> For your use	<input type="checkbox"/> For your review & comment
<input type="checkbox"/> Returned for corrections	<input type="checkbox"/> As requested	
<b>COMMENTS:</b> PLEASE PREPRARE AN AGREEMENT TO RFP-4188-03/BJC. DOCS ATTACHED.		
IF YOU HAVE ANY QUESTIONS OR NEED FURTHER ASSISTANCE, PLEASE CONTACT ME AT EXTENSION 7120. THANK YOU.		

cc: PROJECT FILE

DRAFT

SECURITY SERVICES AGREEMENT (RFP-4188-03/BJC)

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Allied Protection Services, Inc., duly authorized to conduct business in the State of Florida, whose address is PO BOX 7259 Fort Myers, FL 33911, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide security services for County locations as further described herein; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to furnish security services to the COUNTY and desires to provide its services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain CONTRACTOR to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A" and the General Performance Work Statement attached hereto and incorporated herein as Exhibit "B".

**SECTION 2. AUTHORIZATION FOR SERVICES.** Authorization for performance of professional services by the CONTRACTOR under this Agreement shall be in the form of written Notice to Proceed issued and

executed by the COUNTY.

**SECTION 3. COMPENSATION AND PAYMENT.**

(a) The COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement a fee not to exceed the sum of 342 000 per year. CONTRACTOR shall perform all work required by the Scope of Services but, in no event, shall CONTRACTOR be paid more than the negotiated fee stated above. Compensation shall be paid to the CONTRACTOR at the rates as set forth in Exhibit "C" Rate Schedule.

(b) Payments shall be made to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amount due based on total required services actually performed and completed. Upon review and approval of CONTRACTOR's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR.

**SECTION 4. BILLING AND PAYMENT.**

(a) CONTRACTOR shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the CONTRACTOR;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the CONTRACTOR for all services performed by the CONTRACTOR during that month and for which the COUNTY is billed;
- (4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and
- (5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Seminole County Administrative Services  
200 West County Home Road  
Sanford, Florida 32773

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

**SECTION 5. AUDIT OF RECORDS.**

(a) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this

Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

**SECTION 6. RESPONSIBILITY OF CONTRACTOR.**

(a) CONTRACTOR shall be responsible for the professional quality and the coordination of all other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONTRACTOR'S performance of any of the services furnished under this Agreement.

**SECTION 7. OWNERSHIP OF DOCUMENTS.** All deliverable plans and reports that result from the CONTRACTOR's services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to CONTRACTOR. No changes or revisions to the documents furnished by CONTRACTOR shall be made by COUNTY or its agents without the written approval of CONTRACTOR.

**SECTION 8. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for a period of three (3) years. Upon mutual agreement by the parties this Agreement may be extended for two (2) additional terms not to exceed two (2) years each.

**SECTION 9. TERMINATION.**

(a) The COUNTY may, by written notice to the CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the CONTRACTOR to

fulfill CONTRACTOR's Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all reports and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination. CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the

convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT.** CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 11. NO CONTINGENT FEES.** CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 12. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

**SECTION 13. SUBCONTRACTORS.** In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 14. INDEMNIFICATION OF COUNTY.** The CONTRACTOR agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the CONTRACTOR, whether caused by the CONTRACTOR or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

**SECTION 15. INSURANCE.**

(a) General. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) The CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability

policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement

completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the

latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

<u>LIMITS</u>	
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The CONTRACTOR shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

**SECTION 16. ALTERNATIVE DISPUTE RESOLUTION (ADR).**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefor are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 17. REPRESENTATIVE OF COUNTY AND CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

**SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 20. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONTRACTOR including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

**SECTION 21. EMPLOYEE STATUS.** Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

**SECTION 22. SERVICES NOT PROVIDED FOR.** No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

**SECTION 23. PUBLIC RECORDS LAW.** CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 24. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the

place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**FOR COUNTY:**

Seminole County Administrative Services  
200 West County Home Road  
Sanford, Florida 32773

**FOR CONTRACTOR:**

Armed Protection Services Inc  
1013506 7259  
Fort Myers FL 33911

**SECTION 25. RIGHTS AT LAW RETAINED.** The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

**SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

**SECTION 27. CONFLICT OF INTEREST.**

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein!

ATTEST:

\_\_\_\_\_  
, Secretary

*Allied Protection Services Inc*  
By: *Stephen Levine*  
, President

(CORPORATE SEAL)

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

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

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_,  
regular meeting.

\_\_\_\_\_  
County Attorney

AC/lpk  
3/25/03  
rfp-4188

Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - General Performance Work Statement
- Exhibit "C" - Rate Schedule

*Exhibit "D" - Allied Protection Services Inc*  
*Submitted on May 28, 2003*  
*Submitted dated*

**EXHIBIT "A"**  
**Scope of Services**

The duties contained herein are considered general in nature and will be more specifically outlined in post orders prepared by the service company in conjunction with and subject to the approval of Support Services within ten (10) days of the contract start-up date. Functions to be completed by all guards at all locations are subject to change as dictated by the requests of the building occupants.

- I. County Services Building
  - a. 24 hour guard coverage broken into shifts:
    - i. Monday through Friday (one guard per shift)
      1. First: 08:30 AM – 04:30 PM
      2. Second: 04:30 PM – 12:30 AM
      3. Third: 12:30 AM – 08:30 AM
    - ii. Weekends and County Recognized Holidays
      1. First: 08:30 AM – 04:30 PM
      2. Second: 04:30 PM – 12:30 AM
      3. Third: 12:30 AM – 08:30 AM
  - b. Responsibilities include but are not limited to:
    - i. Keep detailed logs to be turned in to Support Services.
    - ii. Conduct alternating interior and exterior building rounds, noting in log anything out of the ordinary, windows open, doors unlocked, lights burned out, etc.
    - iii. Secure the building (approximately 5:15 PM) and parking areas (8:00 PM) and unlock in the morning before staff arrives.
    - iv. Escort staff to vehicles upon request.
    - v. Issue keys to authorized vendors.
    - vi. Sign staff in after hours.
    - vii. Stand guard at the West Entrance during all public meetings.
    - viii. After janitorial crew completes cleaning, lock inner and outer doors of County Attorney's suite.
    - ix. When at guard desk during business hours, serve as a resource for citizens entering the building.
    - x. Report emergencies to Emergency Operations Center (EOC).
- II. Courthouse and Annex
  - a. Evening coverage broken into shifts (Sheriff's deputies are stationed at the building during regular business hours):
    - i. Monday through Friday (one guard per shift)
      1. First: 04:30 PM – 12:30 AM
      2. Second: 12:30 AM – 08:30 AM
    - ii. Monday through Friday (additional support)
      1. Escort cleaners and secure areas after cleaning. Only one floor in one wing will be cleaned at a time.
      2. 05:00 PM – 10:00 PM
    - iii. Weekends and County Recognized Holidays
      1. First: 08:30 AM – 04:30 PM
      2. Second: 04:30 PM – 12:30 AM
      3. Third: 12:30 AM – 08:30 AM
  - b. Responsibilities include but are not limited to:

- i. Keep detailed logs to be turned in to Support Services.
  - ii. Report to the Clerk of the Court's office (N420) to sign for and pick up keys to lock the main lobby doors at 5:00 PM.
  - iii. Conduct alternating interior and exterior building rounds, noting in log anything out of the ordinary, windows open, doors unlocked, lights burned out, etc. Monitor temperature in of computer room (N117).
  - iv. Escort staff to vehicles upon request.
  - v. Issue keys to authorized vendors.
  - vi. Sign staff in after hours.
  - vii. Report emergencies to Emergency Operations Center (EOC).
  - viii. At end of shift, return keys to the Clerk's office.
- III. Common Duties for County Services Building and Courthouse
  - a. Carry a pager at all times when on duty and respond to all pages within five (5) minutes. Pager to be provided by Contractor.
  - b. After Hours Entrance
    - i. The guard shall require all employees entering the facility to present their official Seminole County identification card.
    - ii. Non-employees shall not allowed to enter the facility **unless** prior notice has been issued by Support Services. Notice shall be in writing and shall include the name, reason for entrance and if possible, the approximate arrival time.
    - iii. The guard shall maintain a sign-in log at the Main Entrance and require anyone entering after hours to sign in. The only exception is for those attending public meetings at the County Services Building.
  - c. Logs: the guard shall maintain detailed logs with entries for every inspections, any unusual circumstances, noted equipment and lighting problems, keys issued, etc.
  - d. The guards shall promptly contact the appropriate law enforcement agency (by dialing 9-1-1) should any suspicious or illegal activity be observed.
  - e. The guard shall be thoroughly familiar with established fire alarm activation procedures.
  - f. The guard shall assist, in cooperation with contract custodial employees, in ensuring all unoccupied office lights are off.
  - g. At 8:00 PM, or as soon as possible thereafter, the guard shall inspect all main hallway office doors and lock those found unlocked and obviously unoccupied.
  - h. The guards shall not unlock any door for an employee or non-employee unless prior notice has been received from the areas in questions (through Support Services).
  - i. The guard must remain constantly alert and not be, nor give the appearance of being distracted by reading or engaging in unnecessary conversation while on duty.
  - j. The guard shall accept and comply with directions and instructions from Support Services.
- IV. Criminal Justice Center – *hours and duties to be outlined prior to facility opening in July 2004*
- V. Juvenile Justice Center

- a. Monday through Friday: 4:30 PM to 11:30 PM
- b. Control access to facility and maintain peace in a potentially volatile environment. Access control equipment includes walk-through metal detector, handheld metal detector wand, x-ray screening device, and sign in/out logs.
- c. Report to Circuit Court Administration offices to check in and receive any special instructions.
- d. Conduct alternating interior and exterior building rounds, noting in log anything out of the ordinary, windows open, doors unlocked, lights burned out, etc.
- e. If court is still in session, the front door should remain unlocked until court adjourns and all participants have exited the facility. The guard should remain at the front entrance until the building is empty.
- f. All individuals entering the facility after 5:00 PM shall be required to sign in on the log.

#### VI. Parks/Environmental Center

- a. Big Tree, Greenwood Lakes, Environmental Center (Soldier's Creek)
  - i. Monday through Friday: close parks (sundown)
    - 1. At closing, patrol park and notify patrons that park will be closing.
    - 2. Make sure everyone leaves the park. If not, contact the Sheriff's office for assistance.
    - 3. Lock both sides of the restroom.
    - 4. Lock the front gate after everyone leaves.
    - 5. Report any cars left in lot after closing to Parks and Recreation department (407/788-0405). Include vehicle description and license plate number.
  - ii. Saturday and Sunday: open and close park
- b. Kewannee, Overlook and Wilson's Landing Parks: Open and close park 7 days per week.

#### VII. Libraries

- a. North Branch Library
  - i. Monday through Thursday: 3:00 PM to 9:00 PM
  - ii. Friday: 2:00 PM to 5:00 PM
  - iii. Saturday: 1:00 PM to 5:00 PM
- b. East Branch Library
  - i. Monday through Thursday: 4:30 PM through 9:30 PM
- c. Common Duties
  - i. Primary purpose is to be the "eyes and ears" for the Librarian-in-Charge. Guard should report everything observed to Librarian-in-charge and take no other action.
  - ii. Conduct continual inspections of stacks, public areas, parking lots, ground and men's restrooms (every 15 minutes).
  - iii. The guard shall refrain from talking to library customers except to direct them to library staff for assistance. Guards are not permitted to warn, chastise, or verbally confront library customers.
  - iv. Assist customers to exit the building during a fire alarm.
  - v. The guard must remain constantly alert and not be, nor give the appearance of being distracted by reading or engaging in unnecessary conversation while on duty.

## VIII. Landfill

- a. 7 days per week, 5:30 PM to 7:30 AM
  - i. Monday through Sunday
    1. First: 05:30 PM – 12:30 AM
    2. Second: 12:30 AM – 07:30 AM
  - ii. County Recognized Holidays
    1. First: 05:30 PM – 12:30 AM
    2. Second: 12:30 AM – 7:30 AM
    3. Third: 07:30 AM – 05:30 PM
- b. Upon arrival, obtain keys from scale attendant and report to front gate.
- c. Politely turn away customers who arrive at 5:30 PM or later. The only personnel allowed to enter the facility after 5:30 PM are the Seminole County Refuse/Road trucks (white semis pulling silver or green trailers and tankers), personnel coming to pick up employees, and fire department or sheriff's deputies.
- d. After all customers and employees have left the premises, secure the gates and begin rounds.
  - i. Rounds are to be conducted in a Contractor-provided vehicle equipped to handle the terrain.
  - ii. Contractor is responsible for all fuel, maintenance and repairs on vehicle.
  - iii. Rounds should be thorough. Vehicle speed should not exceed 10 mph.
- e. At 5:30 AM, open front gate. Remain at gate until end of shift and sign in all employees as they arrive.
- f. Keep detailed logs to be turned in to Support Services. At the end of the shift, all logs and sign-in sheets for the night should be turned into the Landfill Supervisor.

<b>General Fund Locations</b>	<b>Hours</b>	<b>Weeks</b>	<b>Annual</b>
County Services Building	168	52	8736
Courthouse (M-F)	80	52	4160
Courthouse - addl supp	25	52	1300
Courthouse (Weekend)	24	52	1248
Juvenile Justice	35	52	1820
<i>Subtotal</i>			17264
 <b>Park Locations</b>			
Big Tree Park	9	52	468
Greenwood Lakes Park	9	52	468
Environmental/Soldier's Crk	9	52	468
Kewannee Park	14	52	728
Overlook Park	14	52	728
Wilson's Landing Park	14	52	728
<i>Subtotal</i>			3588
 <b>Library Locations</b>			
East Branch Library	31	52	1612
North Branch Library	19	52	988
<i>Subtotal</i>			2600
 <b>Solid Waste Locations</b>			
Landfill	98	52	5096
<i>Subtotal</i>			5096
 <b>Total Hours</b>			<b>28548</b>

## Service Locations

1. County Services Building  
1101 East First Street  
Sanford, FL 32771
2. County Courthouse  
301 North Park Avenue  
Sanford, FL 32771
3. Criminal Justice Center  
101 Bush Boulevard  
Sanford, FL 32773-6179
4. Juvenile Justice Center  
190 Bush Boulevard  
Sanford, FL 32773
5. Big Tree Park  
General Hutchinson Parkway  
Longwood, FL 32750
6. Greenwood Lakes Park  
660 Greenway Boulevard  
Lake Mary, FL 32746
7. Environmental  
Center/Soldier's Creek Park  
2985 Osprey Trail  
Longwood, FL 32750
8. Kewannee Park  
1505 Kewannee Trail  
Casselberry, FL 32707
9. Overlook Park  
1998 Spring Avenue  
Oviedo, FL 32765
10. Wilson's Landing Park  
387 Malekean Trail  
Sanford, FL 32771
11. East Branch Library  
310 Division Street  
Oviedo, FL 32765
12. North Branch Library  
150 N. Palmetto Avenue  
Sanford, FL 32771

## EXHIBIT "B"

## General – Performance Work statement

**3.1 SCOPE OF WORK.** The Contractor shall provide all necessary management, supervision, personnel, materials, and transportation required to accomplish security services for Seminole County Buildings, as specified in the Scope of Services.

**3.2 PERSONNEL.** Employees of the Contractor who will be performing under this contract, including Project Manager and Alternate, will undergo a criminal background check prior of the commencement of the contract.

**3.2.1 Project Manager** - The Contractor shall provide the County with the names, addresses, and telephone numbers of the Project Manager and Alternate with the submittal. The Contractor shall provide written notice to the County at least one week in advance of any proposed change of Project Manager or Alternate and shall submit justification (including the name and rationale for proposed change and how he/she will be phased in). No substitution shall be made by the Contractor without the written concurrence of the County Contract Administrator. The Project Manager or alternate shall return all calls from the County Contract Administrator within two (2) hours. The Project Manager shall be available twenty-four (24) hours a day, seven (7) days a week, to act with full authority for the Contractor. This individual shall be responsible for the supervision, overall administration and coordination of all required services. The Project Manager shall be the point of contact with the County and have the authority to act or make decisions for the Contractor.

**3.2.2 Alternate** – The Contractor shall designate at least one Alternate Project Manager to act for the Project Manager with the same authority during absences of the Project Manager (e.g., vacation and sick leave). The Contractor shall provide the name(s) and telephone number(s) of the Alternate Project Manager(s) with the submittal. The Contractor shall provide written notice to the County Contract Administrator one week in advance of any change of Alternate Project Manager(s).

**3.2.3 Other Personnel Requirements** – The Contractor shall furnish supervisory, administrative and direct labor personnel to accomplish all work required. The Contractor shall provide only personnel who are legally entitled to work in the United States to accomplish work and services specified herein. Contractor shall provide to the County, within fifteen (15) calendar days of receipt Notice of Award, a list of employees, full time and part time, that will be working on Seminole County including complete names, address, social security number, date of birth, together with such data as the County may deem necessary to establish the identity of each employee having access to County buildings or facilities. Contractor shall update throughout the contract period, the list of employees. The Contractor employees performing the services required by the contract shall have specialized training, prior work experience or demonstrated technical skills required to fulfill the specific contract requirements.

**3.2.4 Prohibition against hiring off-duty County employees** – The Contractor shall not hire off-duty nor utilize under contract any person whose employment under the contract will, or appear to, result in a conflict of interest or violation of the standards of conduct. In instances of doubt, the Contractor shall refer the matter to the County Contract Administrator.

**3.2.5 Employee Physical Capabilities** – There shall be no discrimination against employees on the basis of handicaps or other disabling conditions; however, employees shall only be assigned to duties which they can perform without endangering the health, safety and welfare of themselves or others. The Contractor shall have a duty to reasonably accommodate any handicap.

**3.2.6 Standards of Conduct for Contractor Personnel** – All Contractor personnel or representatives shall obey all regulations in effect during the contract period. The Contractor shall be responsible for maintaining satisfactory standards of employee competency and conduct and for taking disciplinary action against his/her employees as necessary. The County Contract Administrator will require the Contractor to remove from the job site any Contractor employee found under the influence of alcohol, drugs, or any other incapacitating agent during the tour of duty. The Contractor shall also remove any employee whose conduct or appearance reflects disgrace or dishonor upon the County. The County reserves the right to require removal from the job site of any employee who endangers persons or property, whose continued employment is inconsistent with the interests of the government security, or whose presence deters the accomplishment of work. Furthermore, the County reserves the right to refuse to permit any Contractor employee to perform services under the contract who is not in compliance with requirements of contract. In such cases, the County Contract Administrator will advise the Contractor of the reason for requesting an employee's removal or withdrawing his/her authorization to enter the facility. The removal from the job site of a Contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the work specified in the contract.

**3.2.7 Employee Identification** –All Contractor employees shall wear a Contractor furnished identification badge which shall be visible on the outside of their clothing. The identification badge shall include, as a minimum, the employee's name, recent photograph and name of the Contractor. Employees of the Contractor, including Project Manager and Alternate, who will be performing under this contract will undergo a criminal background check. The exclusion of an employee for security reasons shall not relieve the Contractor from performance of the services required under this contract.

**3.2.8 Contractor Availability** – The Contractor shall provide a local telephone number, which is not a toll call from Seminole County, where he/she or the designated representative may be reached during normal duty hours. The Project Manager and Alternate shall carry a telephone and the number shall be provided to the County Contract Administrator or designated representative, prior to contract performance and immediately upon any change, throughout the term of this contract.

**3.2.9 Control of Personnel** – The County will not exercise any supervision or control over Contractor personnel performing services under the contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of County personnel, or become an integrated part of the County organization in connection with performance under the contract, nor shall Contractor personnel be used in administration or supervision of County activities.

**3.2.10 Personnel Selection** – The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work, and for keeping them inform of all improvements, changes, and methods of operation.

**3.8 SMOKE FREE ENVIRONMENT.** Smoking is prohibited in County buildings except for designated smoking areas. Smoking is not permitted in offices or common areas such as hallways, stairwells, restrooms, elevators, entryways, lobbies, conference rooms, classrooms. Permissible areas will be so designated.

**3.9 LEGAL COUNTY HOLIDAYS.** Cleaning hours must be in accordance to the hours indicated in the Scope of Services. Days designated by Seminole County as legal holidays. These days are:

New Year's Day	-	January 1st
Martin Luther King's Birthday	-	Third Monday in January
Memorial Day	-	Last Monday in May
Independence Day	-	July 4th
Labor Day	-	First Monday in September
Veteran's Day	-	November 11
Thanksgiving Day	-	Fourth Thursday in November
Day after Thanksgiving Day	-	Fourth Friday in November
Christmas Day	-	December 25th

When such holidays fall on Saturday, the preceding Friday shall be considered a holiday. When such holidays fall on a Sunday, the succeeding Monday will be considered a holiday.

**3.10 SECURITY.** The Contractor shall be responsible for the security of his/her property and the property of the Contractor's employees.

**3.12 KEY CONTROL.**

3.12.1 The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the County are not lost or misplaced and are not used by unauthorized personnel. No keys issued to the Contractor by the County shall be duplicated. Contractor shall provide a key control plan to the County after receipt of Notice of Award, subject to the County's approval.

3.12.2 The Contractor shall be required to reimburse the County for replacement of locks or rekeying as a result of Contractor loss of key(s). In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the County and the total cost deducted from the Contractor's monthly invoice.

3.12.3 The Contractor shall report the occurrence of a lost key immediately to the County, but no later than 7:00 A.M. the next working day.

3.12.4 It is the responsibility of the Contractor to prohibit the use of County keys by any person other than the Contractor's employees. It is also the responsibility of the

Contractor's employees working in a locked area to control the accessibility of the area. Access will be authorized only to Contractor employees with identification.

**3.14 VEHICLE REGISTRATION.** All vehicles operated in support of the contract, including Contractor and Contractor employees' privately owned vehicles or subcontractor vehicles, shall be properly registered, insured, licensed and safety inspected in accordance with applicable Federal, state and local government requirements.

**3.15 CIRCUMSTANCES TO BE REPORTED.** The Contractor and the Contractor's employees shall report any circumstances of needed repairs of the facility or unusual soiling of an area which may affect the performance of the work, unhealthy or hazardous conditions, and any delays or interference with the work caused by County employees. Such items shall be reported to the County Contract Administrator immediately upon discovery by the Contractor, but no later than 7:00 A.M. on the following day. Emergency repairs must be notified immediately to EOC at 407-665-5100.

**3.16 REPORTING CRIME OR SUSPICIOUS ACTIVITIES.** The Contractor shall report any crime to the EOC at 407-665-5100 and law enforcement personnel immediately upon learning of the crime. The Contractor shall also report all suspicious activities or conditions conducive to crime immediately.

**3.17 DAMAGES DUE TO FIRE, THEFT, ACCIDENT OR OTHER DISASTER.** The County will not be responsible for damage due to fire, theft, accident, or disaster to the Contractor's supplies, materials, equipment, or Contractor's personal belongings brought into the County buildings or onto the government grounds.

**3.19 LOST AND FOUND PROPERTY.** The Contractor shall ensure all articles of personal or monetary value found by the Contractor's employee are turned in the County Contract Administrator. The Project Manager must notify the County Contract Administrator of the incident no later than 7:00 A.M. the following day.

**3.22 UTILITIES.** The County will furnish all reasonable amounts of electrical power, sewer service and water at no cost to the Contractor during performance of the contract. The Contractor shall carefully conserve all furnished utilities. No County equipment shall be unplugged from receptacles to accommodate Contractor cleaning equipment.

Exhibit "C"

Compensation Schedule

PROJECT: SECURITY GUARD SERVICES AGREEMENT - RFP-4188-03/BJC

Name of Proposer: Allied Protection Services, Inc.

Mailing Address: Post Office Box 7259 Fort Myers, FL 33911

Street Address: 2651 Park Windsor Dr., Suite 208

City/State/Zip: Fort Myers, FL 33901

Phone Number: ( 239 ) 278-0000

FAX Number: ( 239 ) 278-5929

Pursuant to and in compliance with the Request for Proposals, instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, and tools, equipment, and all transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with security services, all in strict conformity Contract Documents, including Addenda Nos. 1 through 2, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive and may cause a forfeiture of the Proposal Security.

1. The Proposer acknowledges that the proposed compensation stated above includes compensation for all work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

Quantity	U/M	Description	Unit Price	Extension
23452	Man Hours	Various Seminole County Locations	\$ <u>11.00</u>	\$ <u>257,972.</u>
5096	Man Hours	Landfill	\$ <u>12.50</u>	\$ <u>63,700.</u>