

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this 23 day of Feb., 2021 by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Dynamic Security, Inc. (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 21-0077-B RO (“BID”) for Security Guard Services-Tampa Bay Area Purchasing Cooperative; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the term date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the Contract Administration Coordinator or County Designee.

C. Additional Services. From the term date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on March 1, 2021 and shall remain in full force and effect for sixty (60) months, or until termination of the Agreement, whichever occurs first.

B. Term Extension.

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of \$4,742,168.30, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

The City of St. Petersburg is a cooperative participant of this Tampa Bay Area Purchasing Cooperative contract. The Cooperative participant is responsible for the issuance of their own award and funding in the not-to-exceed sum of \$2,688,396.45 for the sixty-month term. Services shall be completed and accepted for the Cooperative locations as provided in Exhibit A herein, payable on a fixed-fee basis for the deliverables as set out in Exhibit C.

The combined County and Cooperative not-to-exceed expenditure for the sixty-month term is \$7,430,564.75 which includes \$25,000.00 per Agency for unspecified services for the term of the contract.

Prices shall be held firm for the first thirty-six (36) months of the contract. One (1) price adjustment will be allowed for the remaining twenty-four (24) months in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 or 3%, whichever is less. It is the vendor's responsibility to request any pricing under this provision.

C. Travel Expenses. The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

D. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The

County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. **Termination.**

A. **Contractor Default Provisions and Remedies of County.**

1. **Events of Default.** Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. **Termination for Cause by the County.** In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. **County Default Provisions and Remedies of Contractor.**

1. **Events of Default.** Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. **Cure Provisions.** Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. **Termination for Cause by Contractor.** In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. **Termination for Convenience.** Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. Confidential Information and Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

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 Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as

applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through Holly Connor, Contract Administration Coordinator or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Dynamic Security, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project

schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment.

This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Holly Conner, Contract
Administration Coordinator
Dept of Administrative Services
509 East Avenue South
Clearwater, FL 33756

For Contractor:

Attn: Gail Arrington, CFO
Dynamic Security, Inc.
P.O. Box 451
Tuscumbia, AL 35674

with a copy to:
Division Director of Purchasing and
Risk Management
Dept of Administrative Services
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

- A.** The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions;
- B.** The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to

whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including reports, testing results and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

21. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

22. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

23. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its

Board of County Commissioners

Chairman

Dave Eggers

By

Dave Eggers

Dynamic Security, Inc.

Name of Firm

By:

Gail Arrington

Signature

Gail Arrington

Print Name

CFO

Title

ATTEST:

Ken Burke,

Clerk of the Circuit Court

By:

Richard Caputo

Deputy Clerk



APPROVED AS TO FORM

Approved by:

By: *Jacina Parson*

Office of t

Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

A. OBJECTIVE

This contract is for security guard services to provide protection to County facilities, employees and the public to keep from harm; deter, observe, detect and report incidents in order to protect property and persons from theft, damage and unlawful activity.

B. DEFINITIONS

The term "Contract Administrator" shall mean the Facility Representative, duly appointed successor, or authorized representative. The Contract Administrator is the main contact person for the contract, and should be contacted with issued involving the specifications, procedures, or issues pertaining to the contract.

The term "Facility Manager" shall mean the Facility Manager, who oversees a specified number of buildings and designated by the Facility Representative as the duly appointed successor or authorized representative. The Facility Manager provides information regarding his specific buildings and should be contacted with issued pertaining to a particular building.

The term "Contract Manager" means a person, designated in writing by the Vendor, who has complete authority to act for the Vendor during the term of the contract. The Contract Manager shall have the authority to accept notices, inspection reports, and all other correspondences on behalf of the Vendor.

The term "Crew Supervisor" means the person designated to supervise the work and will be on the site at all times when routine tasks are being performed.

C. SPECIAL REQUIREMENTS

1. STANDARD SERVICES AGREEMENT

The awarded contractor will be required to execute this standard services agreement.

2. SECURITY AND BACKGROUND CHECKS

All Contractor employees are required to submit to a background check. The background check process shall be completed at least ten (10) days prior to the start of the contract. The Contractor shall be responsible for all costs associated with the background checks. A valid driver license and Social Security card are required for completing the background check and obtaining security clearance. Orientation for the Security Clearance workflow process will be provided to the awardee.

Step One – The Contractor shall obtain a Level One Criminal History Records Check through the Florida Department of Law Enforcement (FDLE) for each assigned employee.

Step Two – The Contractor shall submit the FDLE Records Check along with a copy of the driver license, Social Security card and completed Sheriff's Office Security Clearance Application, for each employee, to the Facility Operations support team.

The Pinellas County Sheriff's Office shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating security clearances for contractor employees. **If a submitted employee is denied for any reason, there is no opportunity to re-apply.**

Additional Requirements for areas with confidential law enforcement documents and data: The Contractor shall submit for fingerprinting all personnel working in any area deemed confidential. The Contractor will schedule through the Facility Operations Support team a time for the employees to be fingerprinted by the Sheriff's Office. All

EXHIBIT A

STATEMENT OF WORK

personnel that have successfully completed fingerprinting are required to complete an online Security and Awareness training.

Additional Requirements exists for the Young-Rainey STAR Center facilities. If applicable, the Contractor will submit to the Raytheon representative the following:

- Original birth certificate
- Original passport (proof that subject is a naturalized citizen of the United States of America)

No copies will be accepted. The Contractor will schedule through the Facility Manager at the STAR Center a time for his employees to present their documents to the Raytheon representative.

The Contractor is responsible to pay for this added clearance requirement. The Raytheon representative shall have and exercise full and complete control over granting, denying, withholding, withdrawing, or terminating security clearances for contractor employees for the Raytheon locations only.

Step Three - The Facility Operations Support team will communicate the results of the Sheriff's Office review to the Contractor.

- a) A list of all assigned personnel, showing the employee's full name, address, telephone number, date and place of birth, and driver license or State ID number and their assigned work location shall be submitted to the Facility Operations support team. This list is to be kept current by the Contractor and promptly submitted to the Facility Operations Support team at the beginning of each month. This referenced document is called the Employee Assignment Sheet (EAS). The EAS template will be provided to awardee.
- b) The Contractor shall provide an updated FDLE Level One Criminal History Records Check for all personnel on an annual basis. The annual updates are to be sent to the Facility Operations support team for review by the Sheriff Office. Background check updates shall remain on file at the Contractor's location for three (3) years from the date of the last invoice.
- c) All Contractor employees are required to wear identification (ID) badges, to be furnished by Pinellas County for the various facility sections. The Contractor shall make the employees available for photographs on a schedule to be worked out with the Facility Manager. Access to sites not managed by the Real Estate Management Department needs to be coordinated with the County site representative for the specific department. The badges shall be made by the County before an individual may begin work and only after a favorable security clearance has been received. Contractor employees shall sign each badge at the time of receipt.
- d) The Contractor will notify the respective Facility Manager when an employee badge is lost. It shall be the responsibility of the contractor to pay for replacement badges at the rate of \$10.00 per badge. No employee shall be allowed to work without a current badge. Any contract employee who does not have proper identification shall be cause for the County to require removal of that employee from the property. The Contractor shall see that all badges are returned to the Facility Manager when employees are dismissed or terminated.

EXHIBIT A

STATEMENT OF WORK

D. SCOPE

Satisfactorily provide protection through licensed unarmed security guards to Agency's assigned location(s) against loss or damage from preventable cause, including but not limited to fire, structure, or equipment failure, theft, vandalism, trespass, or other violation of the law.

Services are to be provided exclusively for the purpose of building, grounds, property, persons, and equipment security. The Vendor shall provide all hiring, training, management, supervision, labor, as well as plan, schedule, coordinate, and assure effective performance of all Security Guards Services described herein.

Pinellas County and City of St. Petersburg locations and shift hours are listed below.

E. REQUIREMENTS**1. GUARD QUALIFICATIONS**

- a. Possess a high school diploma or GED certificate
- b. Possess a valid Florida driver's license.
- c. Hold an active Florida Class "D" Security Officer license for the past two (2) years.
- d. Have two (2) years of security guard experience or two (2) years of military or civilian police experience.
- e. Obtain security clearance through the Pinellas County Sheriff's Office as specified in Section C.2.
- f. Be in good physical condition; be able to lift repetitively up to twenty (20) pounds for long periods of time while standing and be able to walk a large multiple story complex for extended periods of time to conduct security rounds within the interior and exterior of the complex.
- g. Possess good communication skills and be proficient in the English language with the ability of full comprehension, speech, and written communication.
- h. Present a professional appearance in clean, neat uniform attire and personal hygiene.
- i. Be professional in conduct; cooperative, respectful, and understanding of diverse populations.
- j. Be able to remain alert throughout the duration of a shift, as well as be able to handle emergency situations such as fire alarms.
- k. Be able to perform all basic tasks and duties as outlined in this contract, as well as, have the ability to acquire knowledge of assigned locations, post duties, rules, regulations, and procedures of the security functions required by the Agency, as set forth in the Operating Manual.
- l. Be able to take orders, follow directions, and write legible reports acceptable to the Facility Manger or Contract Administrator.

2. SCHEDULING LIMITATIONS

- a. A watch schedule shall not exceed a twelve (12) period, except where noted on Attachment A shift requirement schedule. Guards shall not be assigned more than one (1) watch period in a twenty-four (24) hour period and shall not be assigned more than six (6) watches in a seven (7) day period. Vendor must have sufficient reserve guards to accommodate coverage needed for assigned guard absence (scheduled and unscheduled) while still maintaining scheduling limitations. This shall include any other watch sites or assignments at other locations by the awarded Vendor.

EXHIBIT A

STATEMENT OF WORK

3. EQUIPMENT

- a. The Vendor security guards shall have a complete set of uniforms (pants, shirt, and hat), provided by the Vendor at no additional charge to the Agency. Examples of acceptable uniform specifications include the following:
 - i. White short/long sleeve shirts with affixed Company name and logo
 - ii. Blue/black dress pants
 - iii. Baseball cap with Security embroidered above the brim
 - iv. Cold weather coat with Company emblem and security emblem affixed on the front
 - v. Black shoes and socks
- b. The Vendor shall provide each shift with a cellular phone, charger and two batteries, at no additional charge to the Agency. Cellular phone is to be operational at all times so that when called, it is answered by the guard on duty. If the cell phone breaks or becomes non-functional it will be repaired or replaced within twenty-four (24) hours. The Vendor shall provide a list of all assigned cell phone numbers with guard names to the appropriate Agency. This list shall be kept up to date at all times and changes shall be provided to the Agency immediately.
- c. Agency owned telephone/telephone numbers shall not be used by guards for personal calls. The Agency designated telephone/telephone number may only be used for business purposes.
- d. The Vendor is not required to provide vehicles for patrol purposes.
- e. Vendor owned road ready carts may be requested. Vendor shall provide carts and provide all maintenance and services required. Vendor shall provide adequate insurance per Agency's Risk Management insurance requirements. The cost for these services shall be included in the hourly rate.

4. TRAINING

Each Agency will provide orientation training, initial and ongoing on the job training criteria for each location to the Vendor. The following schedule, which has been developed from experience utilizing both in-house and contractual security services shows the time necessary for initial orientation training to a guard of average intelligence and initiative:

Orientation Training Hours Required per Guard: 22.5 to 40 hours

- a. These hours are to be recorded on the Vendor's payroll as training hours.
- b. Each new guard will shadow an existing guard for that location for at least 22.5 hours.
- c. All training hours must be completed within 30 days from the start of training.
- d. The Vendor shall provide documentation to the Agency showing that each guard has completed the required amount of training. This documentation will include proof of:
 1. Training hours
 2. Passing of a written exam
- e. The Vendor shall write and administer a written exam to each trainee at the completion of training. This test will demonstrate the trainees understanding of the duties of the post orders being assigned. These exams will be site specific and approved by the site Facility Manager. There must be a minimum of three (3) alternate tests per site. The Vendor will provide sample copies of the test with the bid submission.

5. SCHEDULE AND TIMEKEEPING

- a. Guards must be at their post in ample time to receive information for the previous shift.
- b. Guards shall not be assigned to more than one (1) watch period in a twenty-four (24) hour time period and shall not be assigned more than six (6) watches in a

EXHIBIT A

STATEMENT OF WORK

- seven (7) day period. This shall include any other watch sites or assignments at other locations by the Vendor.
- c. Guards presented for training and duty must be cleared by the Pinellas County Sheriff's Office prior to any training, shadowing, or duty assignment (See Section E, paragraph C for Security Clearance detail).
 - d. The Vendor shall report attendance at all posts to the appropriate site Facility Manager each day.
 - e. The Vendor shall provide a copy of a guard's resume and State of Florida D license to the Facility Manager seventy-two (72) hours prior to a guard being assigned to a post.
 - f. The Vendor will ensure that no guard is assigned to any post unless the guard has been:
 1. Fully trained for that post
 2. Has passed written test
 3. Approved in writing by the Facility Manager for the building or area
 4. Badged in accordance with the Agency guidelines, including any background and security clearances required.
 - g. All guards at all locations shall remain on their assigned posts unless performing authorized duties as listed in the individual site post orders. Guards shall not leave until replaced by a subsequent shift guard.
 - h. In case of emergency requiring a guard to leave while on duty, a trained backup guard will be on post before the primary guard leaves.
 1. **Each Facility Manager shall be provided a list of at least three (3) trained back-up personnel, in addition to permanently assigned guards for each location displaying phone numbers, and a copy of each guard's driver license and State of Florida "D" license.**
 2. This list must be kept current at all times.
 3. The trained back-up personnel must not be permanently assigned to any other location under this contract.
 - i. Each guard will be required to use specific approved method of time keeping for hours worked. This includes time clocks, card access reports, or written time sheets.
 1. Additional tools for time keeping/shift tracking may be requested by individual site or section Facility Managers. Any costs associated with implanting additional time keeping tools (equipment, installation, etc.) shall be passed on to the Agency with no additional costs or markup.
 - j. Time sheets shall be reviewed on a weekly basis for punctuality and accuracy by a Supervisor of the Vendor.
 - k. Original time sheets shall be made available on a monthly basis or within twenty-four (24) hours of being requested by the Agency representative.
 - l. The time sheet information shall be compared to the monthly billing invoice and payment shall be made based on provided documents
 - m. The Agency shall not pay additional costs incurred due to security personnel signing in early or signing out late, unless requested by the Agency.

6. **UNARMED GUARD DUTIES**

It is hereby noted that the duties and responsibilities of Security Guards on Agency property include but are not limited to the following. Policy and procedure changes and additions made by the Facility Operations Manager will be appropriately conveyed by the Facility Manager or Contract Administrator and will be followed by all Security Guards.

- a. Patrol indoor and outdoor assigned area including building perimeter, parking lots, and garages monitoring and detecting any suspicious activity following scheduled tours.

EXHIBIT A

STATEMENT OF WORK

- b. Read and comprehend the entire contract, post orders and special orders as provided to each location for the Vendor. All instructions found in the information Activity clipboard/book, kept at the security guard station, are to be known and followed by guards on duty.
- c. Permit building entrance to authorized persons (Agency employees showing ID, contract personnel approved through the Facility Manager or Contract Administrator) recording entrance on approved forms (sign in sheet, Security Officer Activity Sheet). This will include person, time of entrance and exit, and building and area visited. In buildings with card access, the guards will be called when an employee enters and leave the building.
- d. Ensure that all entryway and exits are operational after normal business hours.
- e. Open and secure all doors for pest control vendor when the service occurs. Guard is required to escort technician when service is rendered at all locations. Observe and cooperate with contractual custodial services and other vendors, providing access where necessary (Commissioner's offices, County Administrator's offices, etc.), as specified by the Facility Manager.
- f. Answer telephones at the guard stations and provide routine information to the public upon request.
- g. Secure all exposed equipment such as vehicles, exterior generators, chillers, and police the area when courts or meetings run late. Prepare the area for the next business day.
- h. Operate security screening and security camera equipment. Use the security camera system to watch employees leaving the premises and walking to their vehicle after business hours.
- i. Turn off lights when rooms are not in use.
- j. Learn the operation and the security personnel's responsibilities in the event of a fire alarm.
- k. Be able to identify and operate proper electrical breakers and switches for night and weekend operation.
- l. Check fire extinguishers once per month for charge, inspection date, and proper stationing. Guards will initial and date each unit at time of check. Proper tags will be provided by Facility Management. Report any expired, discharge, or otherwise non-functional extinguishers and/or cabinets on daily log reports.
- m. Ensure that all designated Agency vehicles are locked. Any unsecure vehicles are to be included in the daily guard report.
- n. Monitor losses occurring through theft or causality, if safe to do so, without personal danger, and without apprehending the wrong doer.
- o. Turn off water to any overflowing fixture. Report to the Facility Manager or Contract Administrator any flooding conditions.
- p. Provide written reports to the Facility Manager detailing any incident or hazard reports including burnt out lights, improperly working doors and locks, building leaks, any apparent functional abnormality of mechanical, electrical or plumbing systems, or suspected or observed theft or vandalism.
- q. Raise and lower American and State flags as needed under the directive of the Governor or County Administrator.
- r. Notify the responsible authority including local police when an incident required immediate attention outside of the guard's contractual actions or jurisdiction. Notify the appropriate contact/stand-by person as per the post orders and the Agency provided contact list. Provide location of needed service, a person's name, telephone contact number at the site needing service, and what service is requested.
- s. Assist Agency personnel during special events to arrange furniture and/or equipment to accommodate scheduled functions, direct traffic, and facilitate crowd control when necessary.

EXHIBIT A

STATEMENT OF WORK

- t. Perform any other related work as required and assigned within the scope of work.

The following are prohibited:

- a. Possession of a weapon(s) by unarmed officers. This includes carrying of personal weapons with a concealed carry permit.
- b. Leaving assigned location unguarded.
- c. Radio, television, or online media entertainment, or recreational reading while on duty.
- d. Alcoholic beverages or illegal substances brought on or consumed upon Agency property.
- e. Smoking in any building, or any area other than designated smoking areas.
- f. Personal visitors during duty hours.
- g. Using equipment except to fulfill duties, without explicit permission from the Facility Manager or Contract Administrator. This refers to, but is not limited to: computers, stoves, refrigerators, ovens, typewriters, calculators, copiers, fans, heaters, tools, materials, photographic or video equipment, and telephones.
- h. Opening drawer or using desk, cabinets, or furniture other than those assigned for security duties.
- i. Sleeping or napping.
- j. Using personal cell phone for personal calls or use during work shift.
- k. Using earphones or headphones.

7. SUPERVISION**Contract Manager**

- a. Vendor shall assign one (1) Contract Manager to oversee all locations contained in this contract.
- b. The Contract Manager shall have decision-making authority for the Vendor. Specifically, the Contract Manager shall have the authority and responsibility to terminate, schedule, discipline, secure back up guards when necessary, fill in at guard posts temporarily if necessary (two (2) hours maximum), effect response to duly presented security requests from Agency personnel, and perform all supervisory functions associate with proper control of a guard force in the field. Hiring, scheduling, directing, controlling, and discharging of all guards shall be the sole function, responsibility, and expense of the Vendor.
- c. The Contract Manager must meet with each Agency and or Department Representative at a minimum of once each month as directed by the local Facility Manager or Contract Administrator.
- d. The Contract Manager is not to be the same individual as the Crew Supervisor.
- e. The Contract Manager shall provide current contact information to the Contract Administrator to allow for timely communication between parties.
- f. The Contract Manager is not a billable position.

Crew Supervisor

- a. Vendor shall assign one (1) Crew Supervisor for each location.
- b. The Crew Supervisor will possess all of the Guard Qualifications as described above.
- c. The Crew Supervisor must work on site and be counted as one of the minimum number of personnel required.
- d. The Crew Supervisor will be fully trained for all shifts under the supervisor's control and shall have decision making authority for the Vendor on matters concerning the supervisor's area. The Crew Supervisor must have authority and responsibility to remove personnel from posts, schedule, and secure back-up guards when necessary, fill-in at guard posts temporarily if necessary, respond to security

EXHIBIT A

STATEMENT OF WORK

requests from Agency personnel, and perform all supervisory functions associated with proper control of a guard force in the field.

F. SPECIAL ASSIGNMENTS

1. Adding and Deleting locations/space: All Agencies reserve the right to add or delete service locations to the contract at any time via written authorization from the Facility Manager and an approved Purchase Order update. The Contract Administrator will provide the Vendor written notice no less than five (5) full working days in advance of the areas to be added or deleted. Additional security services will be provided at the same hourly charge provided in the Bid Summary. Vendor shall have a new guard assigned and reporting to any new location within five (5) working days of Purchase Order receipt, unless the assignments is deemed an emergency.
2. Temporary Assignments: Agency may request temporary guard assignment as and when required. The Agency shall provide the Vendor with a minimum notice of temporary assignment need within two (2) working days before assignment is needed. The Agency shall provide the Vendor with the estimated length of assignment at the time of request; however, the length of assignment may be extended at the Agency discretion. The Agency will give a minimum of two (2) working days' notice before the end of any temporary assignment. Temporary assignments shall be billed at the same standard hourly rate as submitted in the Bid Summary.
3. Emergency Response: To account for emergency requests, the Vendor shall have a minimum of five (5) guards on reserve at all times. The Vendor shall utilize reserve guards (that have been fully trained and background cleared) to cover the required location within 24 hours.

If there is an emergency and the Agency is unable to provide the vendor with five (5) working days in advance for additional services, the Vendor is then entitled to a ten percent (10%) premium increase in the hourly rate charged herein for that particular location for the next five (5) working days following the start of the additional service. Thereafter, remaining service will be returned to the standard hourly charge quoted in the Bid Summary.

G. CONTRACT DEDUCTIONS

1. Guard Availability: In the event a guard is not available for any assigned, temporary, or emergency assignment, the Agency may deduct from the next available invoice the amount of \$50 per day that not guard is available. This daily deduction shall continue until coverage is in place and may constitute a breach of contract.
2. Key and Badge charges
 - a. There will be a charge of seven dollars (\$7.00) for each broken or lost key.
 - b. There will be a charge of ten dollars (\$10.00) for each broken or lost ID badge or access card.

H. SECURITY CLEARANCES AND DOCUMENTATION

1. All persons working under this contract shall complete the required background checks and clearances as outlined by each Agency.
2. The Vendor shall provide identification as required. No contracted employee will be allowed to work in Agency buildings or facilities until clearance is received and ID badge is made. Badges are to be worn at all times when contract employees are working in buildings. The Vendor shall see that all badges are returned to the Facility

EXHIBIT A

STATEMENT OF WORK

Manager when employees are dismissed or terminated. The Vendor will immediately notify the Facility Manager when a badge is lost. It will be the responsibility of the Vendor to pay for replacement if badges at the rate of ten dollars (10.00) per badge. **No employees will be allowed to work without a current badge.**

3. An itemized list of personnel assigned to each location, showing the employee's full name, address, telephone number, date and place of birth, and driver's license number, shall be submitted to the Facility Manager. This list is to be kept current by the Vendor and promptly updated as necessary.
4. The Vendor shall ensure that all required reports and paperwork are filled out in accordance to instructions of the Facility Manger and submitted on time. The Vendor is responsible to write and updated each location's post orders. These post orders will on become official when approved and counter signed by the Facility Manager.

I. UTILITIES REQUIREMENTS

All specifications are applicable for the Keller Water Treatment Facility (Keller) location. Areas below are in addition to or an exception to the above requirements:

1. All guards assigned to Keller must pass a Level 2 background check, including fingerprinting.
2. Vendor shall provide and install a reporting system to allow for guard check at various locations during patrol. System requirements and check points shall be coordinated with the designated Utilities Facility Manager.
3. Roving Patrol-Assigned guards will perform patrol around the entire Keller plant facility, including surrounding areas as directed. Rounds to be performed at two locations within the plant complex, approximately $\frac{3}{4}$ of a mile apart.
4. Vendor shall provide guard transportation in the form of a road ready golf cart, including fully operational lights. Vendor shall be responsible for all maintenance, upkeep, safety precautions, training, insurance, and all other operational activities in relation to the provided cart. The cost for these services shall be included in the hourly rate. Secure storage area for the cart will be provided by the County.

EXHIBIT A

STATEMENT OF WORK

PINELLAS COUNTY GOVERNMENT LOCATIONS AND SHIFT HOURS

	LOCATION	DESCRIPTION	WEEKDAY (M - F) HOURS	WEEKEND (SAT & SUN) & HOLIDAY HOURS	REQUIRED PERSONNEL	DAILY HOURS	WEEKLY HOURS	
PINELLAS COUNTY LOCATIONS								
1	Clearwater Complex	8 Multi-story Bldgs.	12:00 AM - 8:00 AM		2	16	80	
	315 Court St	5 Single Story Bldgs.	8:00 AM - 4:00 PM		1	8	40	
	Clearwater, FL 33756	10 Parking Lots	4:00 PM - 12:00 AM		2	16	80	
		Extensive Grounds			12:00 AM - 12:00 PM	1	12	24
	Larry Markunas				12:00 PM - 12:00 AM	1	12	24
	727-464-3916				7:30 AM - 7:30 PM	1	12	24
	lmarkuna@pinellascounty.org				8	76	272	
2	South County Service Center	1 Single Story Bldg.	5:00 PM - 9:30 PM		1	4.5	22.5	
	1800 66th St N	1 Parking Lot						
	St. Petersburg, FL	Limited Grounds						
	Mitch Gryboski							
	727-582-7745							
	mgryboski@pinellascounty.org				1	4.5	22.5	
3	St. Petersburg Complex	3 Mult-story Bldgs.	12:00 AM - 8:00 AM		1	8	40	
	501 1st Ave N	5 Parking Lots	8:00 AM - 4:00 PM		1	8	40	
	647 1st Ave N	Secured Parking	4:00 PM - 12:00 AM		1	8	40	
	545 1st Ave N		6:00 AM - 2:00 PM		1	8	40	
	St. Petersburg, FL		2:00 PM - 10:00 PM		1	8	40	
			10:00 PM - 6:00 AM		1	8	40	
	Mitch Gryboski				12:00 AM - 8:00 AM	1	8	16
	727-582-7745				8:00 AM - 4:00 PM	1	8	16
		mgryboski@pinellascounty.org			4:00 PM - 12:00 AM	1	8	16
					6:00 AM - 2:00 PM	1	8	16
					2:00 PM - 10:00 PM	1	8	16
			10:00 PM - 6:00 AM	1	8	16		
				12	96	336		
4	Keller Water Treatment Plant	Gate Duty	6:00 AM - 6:00 PM		1	12	60	
	3655 Keller Circle	Evening Roving Patrol	6:00 PM - 6:00 AM		1	12	60	
	Tarpon Springs, FL	Extensive Grounds						
					6:00 AM - 6:00 PM	1	12	24
	Royce Rarick				6:00 PM - 6:00 AM	1	12	24
	727-453-6992							
	rrarick@pinellascounty.org				4	48	168	

EXHIBIT A

STATEMENT OF WORK

CITY OF ST. PETERSBURG LOCATIONS AND SHIFT HOURS

	LOCATION	DESCRIPTION	WEEKDAY (M - F) HOURS	WEEKEND (SAT & SUN) & HOLIDAY HOURS	REQUIRED PERSONNEL	DAILY HOURS	WEEKLY HOURS	
CITY OF ST. PETERSBURG LOCATIONS								
5	Sanitation Department 2001 28th St. North St. Petersburg, FL 33713	Sanitation Complex	3:00 PM - 7:00 AM (Monday-Thursday)		1	16	64	
				3:00 PM - 7:00 AM	1	16	32	
	Adam Williams 727-551-3186 adam.williams@stpete.org							
				TOTAL	2	32	96	
6	Fleet Management 1800 7th Ave., N St. Petersburg, FL 33713	Fleet Complex	3:00 PM - 7:00 AM		1	16	80	
				3:00 PM - 7:00 AM	1	16	32	
				TOTAL	2	32	112	
7	South Community Library 2300 Roy Hanna Dr., S St. Petersburg, FL 33712	Library Complex	12:45 PM - 6:15 PM (M/W/F)		1	5.5	16.5	
				2:45 PM - 8:15PM T/Thr	1	6.5	13	
				TOTAL	2	12	29.5	
8	Mirror Lake Library 280 5th Street North St. Petersburg, FL 33701	Library Complex	12:15 PM - 8:15 PM (M/W)		1	8	16	
				10:15 AM - 6:15 PM (T/Thr/F)	1	8	24	
				10:00 AM - 6:15 PM (Sat)	1	8.25	8.25	
				TOTAL	3	24.25	48.25	
9	Main Library 3745 9th Ave North St. Petersburg, FL 33713	Library Complex	12:15 PM - 6:15 PM (M/W/F)		1	6	18	
				12:15 PM - 8:15 PM (T/Thr)	1	8	16	
				12:15 PM - 6:15 PM (Sat)	1	6	6	
				TOTAL	3	20	40	
10	James Weldon Library 1059 18th Ave., S St. Petersburg, FL 33705	Library Complex	12:15 PM - 6:15 PM (Fri)		1	6	6	
				TOTAL	1	6	6	
11	North Community Library 861 70th Ave North St. Petersburg, FL 33702	Library Complex						
				12:15 PM - 6:15 PM (Sat)	1	6	6	
				TOTAL	1	6	6	

EXHIBIT B

INSURANCE REQUIREMENTS

The Contracted Vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- b) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- c) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- d) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Consultant of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JD Data at PinellasSupport@jdidata.com by the Consultant or their agent prior to the expiration date.
 - (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Consultant of this requirement to provide notice.
 - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to Consultant for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- e) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

EXHIBIT B

INSURANCE REQUIREMENTS

- f) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- g) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees

EXHIBIT B

INSURANCE REQUIREMENTS

named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.

- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).
- h) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory	
Employers' Liability Limits		
	Per Employee	\$ 500,000
	Per Employee Disease Policy	\$ 500,000
	Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury General	\$ 1,000,000
Aggregate	\$ 2,000,000

- (3) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

- (4) Crime/Fidelity/Financial Institution Insurance coverage shall include Clients' Property endorsement similar or equivalent to ISO form CR 04 01, with at least minimum limits as follows:

Limits

Each Occurrence	\$ 100,000
General Aggregate	\$ 100,000

EXHIBIT B

INSURANCE REQUIREMENTS

- (5) Property Insurance Bidder will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT C

PAYMENT SCHEDULE

SECURITY GUARD SERVICES-TAMPA BAY AREA PURCHASING COOPERATIVE

CONTRACT NO. 21-0077-B RO

Description	Estimated Annual Hours (A)	Billing Rate Per Hour (B)	Total (A x B)
Unarmed Security Guard	59,085	\$18.83	\$1,112,570.55
Crew Supervisor	18,720	\$19.42	\$363,542.40
		Annual Sub-Total	\$1,476,112.95
		X 5 Years Total	\$7,380,564.75
		Unspecified Services	\$50,000.00
		5 Year Total with Unspecified Amount	\$7,430,564.75

UNSPECIFIED AMOUNT: \$50,000.00 (\$25,000.00 Pinellas County and \$25,000.00 Co-op)

Unspecified work is defined as services that may be required due to unexpected conditions or events, including options listed above. Unspecified work is not guaranteed as part of the contract and must be properly authorized by the County before performed. Unspecified will not exceed \$25,000.00 per Agency over the five (5) year term of the contract.

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
 Pinellas County Board of County Commissioners
 P. O. Box 2438
 Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.