

NOTE: Print this page on letter head paper

**Class D Unarmed Security Guard Services
Agreement # 2009-18
Between
Florida Community College at Jacksonville
And Giddens Security Corporation**

- 1.0 This Request for Proposal contract #2009-18 hereinafter referred to as "Agreement", is made this _____ day of _____, month, _____ year, by and between Florida Community College at Jacksonville with its principle address at 501 West State Street, Jacksonville, FL 32202-4068, a political subdivision of the State of Florida, hereinafter referred to "Owner" and Giddens Security Corporation with its principle address at 528 South Edgewood Ave, Jacksonville, Florida 32205, , a private for profit corporation, (Federal ID# 592205829 hereinafter referred to as "Contractor".

Pursuant to Florida Statute 112.313(7) and FCCJ Board Rule # 6Hx 7-2.9 (4) "Personnel Responsibilities Outside Scope of Employment" "No employee (including part time employees, or adjunct employees) shall sell any product or service to the FCCJ Board except as may be specified in the employee's position responsibilities at the College."

- 2.00 **WITNESS:**
Whereas "OWNER" has four (4) campuses in Duval county; and whereas "OWNER" issued a Request for Proposal number 2009-18 for Class D Unarmed Security Guard Services and whereas "CONTRACTOR" submitted a written formal Request for Proposal proposal/bid #[2009-18 on 10/27/08 and whereas "OWNER" evaluation committee has reviewed submission(s) received and recommends for contract "CONTRACTOR" as the top ranked proposer and now therefore, for and in consideration of the mutual covenants, agreements, and conditions herein, and in "OWNER's" Request for Proposal number 2009-18 and "CONTRACTOR's proposal # 2009-18 which is attached and incorporated by reference, it is mutually agreed by and between the parties as follows:

- 3.00 **TERM:**
This Agreement shall commence on the date both parties authorized officers sign this Agreement and will continue for 24 months until 1/31/2001 as the "initial" term of this Agreement. This Agreement shall have the option to be extended for up to two (2) additional terms of two (2) year(s) each, or up to a total of 6 years. Extension of contract subject to mutual agreement, continued need, satisfactory performance, same terms and conditions. Continuation of this agreement

beyond any fiscal year end (i.e., June 30th) is subject to State of Florida continued adequate appropriation to "OWNER", by the State of Florida Legislature.

4.00 **CONTROLS:**

This indefinite quantity agreement shall: [insert relevant sections of solicitation here]

- a) Notwithstanding the foregoing, Owner shall have no obligation to issue orders, if the Contractor is in default or breach under this Contract; the Florida Legislature fails to appropriate or allot necessary funds; or "OWNER" is prevented from so doing by reason of unusually inclement weather, strikes, labor disputes, fire, war and acts of war, riots and acts of the public enemy, acts of God, or any other reason reasonably beyond the control of the "OWNER", regardless of whether such causes was reasonably anticipatable; or if Contractor fails, declines, or is unable to perform any of the work described by any Purchase Order or statement of work agreed to by "OWNER" during the term of this contract.
- b) [Include a minimum of one (1) year warranty on all satisfactory work performed during which time "CONTRACTOR" will repair/replace defective/malfunctioning work completed.]

"CONTRACTOR" shall maintain all records, quotes, invoices, and associated documentation for a period not less than five years after termination of contract and make available to the "OWNER" or its auditors at no cost reasonable access to said quotes, invoices, documents, records, etc.

5.00 **DEFAULT:**

- (a) The following shall constitute events of default hereunder:
 - (i) "CONTRACTOR" shall:

(A) make an assignment for the benefit of creditors or authorizes, initiates or consents to the initiation against it of any proceeding for a moratorium or for relief under the United States Bankruptcy Code or any similar state law or otherwise procures a stay of enforcement against it of creditors' remedies generally, or

(B) (i) terminates its business or otherwise ceases to function as an on-going concern, (ii) "CONTRACTOR" shall default in the timely remitting of any service herein required; (iii) "CONTRACTOR" shall fail to maintain at all times required insurance policies as defined herein [or lost performance bonding capacity,] (iv) "CONTRACTOR" shall fail to perform any of the other terms, conditions, covenants of provisions herein contained on the part of "CONTRACTOR" to be performed, and said failure of performance shall remain uncured for a period of [fifteen (15) days] after written demand for performance by "OWNER"; (v) "CONTRACTOR" shall fail to perform any term, covenant, condition or provision herein contained on the part of "CONTRACTOR" to be performed (except for factors beyond the control of "CONTRACTOR"); or (vi) the occurrence of an event of default by "CONTRACTOR" pursuant to any other Agreement by and between "OWNER" and "CONTRACTOR". Upon 15 days of uncorrected event of default, "OWNER", in addition to all other remedies available to it in law or in equity, may by written notice to "CONTRACTOR" terminate this agreement without penalty or additional cost beyond the date of termination with ____ days written notice.

5.10 **TERMINATION:**

In addition to termination provisions based on default defined above, either party shall retain the right to terminate this contract without cause by providing [____ days] written notice.

6.00 **Scope of Work**

Awarded contractor shall provide adequate access to a pool of class D certified unarmed security officers who had a minimum of 40 hours of approved class D security guard training and are so licensed. The names of the officers and qualifications in the pool must be provided to FCCJ for approval prior to assignment. It is the contractor's responsibility to maintain this pool of certified officers and notify the college of any change to this pool.

The awarded contractor shall:

- A. Provide fully trained class D certified unarmed security officers as well as copies of a Level II FDLE/FBI criminal background check report on each officer and provide proof of the officer has a valid State of Florida or State of Georgia drivers license.
- B. Be an "independent contractor" providing all supervision and paying of all wages, salaries for personnel.
- C. Maintain all insurance as specified in special condition # 8.01 and provide and maintain for all terms of contract 2009-xx.
- D. Provide and maintain at a minimum a \$10,000 fidelity bond for each officer assigned.

- E. Be responsible to each FCCJ campus/center administrator to meet each individual campus/center requirements.
- F. Provide all uniforms, to include foul weather clothing, and equipment necessary for the performance of assigned duties. (College will provide contractor's officer's use of College owned Motorola hand held radios).
- G. Agree to a 90-day right of either party to request in writing termination without cause or cost.
- H. Agree to a 14-day notice of default whereby either party shall be provided 14 days to resolve any breach of contract terms and if said breach is not cured after 14 days said contract can be terminated within 7 days thereof.
- I. Agree to sign a hold harmless statement that the awarded contractor would defend and hold the District Board of Trustees harmless from any third party litigation as the result of contractor's, employees', subcontractors' or agents' negligence.
- J. At each of the College's location , no officer shall be assigned to work a shift without prior satisfactory completion of 8 hours training for that site at no cost to the College.
- K. Agree to be responsible for the notification, scheduling, and posting of all officers at each location.
- L. Agrees to supply site trained officers in the case of call outs within one hour of notification of call out and to inform College personnel of such call outs
- M. Agree to obtain from FCCJ site contact written approval of change in assigned officers or schedule to assure adequate coverage of site trained officers
- N. Agree that FCCJ shall retain the right to request awarded contractor to replace onsite officers based on unsatisfactory customer service or unsafe practices observed on campus.
- O. Direct officers to comply with all college procedures as well as the directions provided by each campus/center defined point of contact.
- P. Ensure all officers shall be familiar with and comply with the Jeanne Cleary Act as it relates to informing College security relative to crime on campus reporting requirements.
- Q. Certify on a yearly basis that all officers assigned to the College have prior to assignment been drug tested with a satisfactory conclusion and are

randomly drug tested on an ongoing basis and verify that they have valid State of Florida or State of Georgia drivers license.

- R. Certify that if awarded this contract that all assigned officers will have received initial training and regular recertification regarding OSHA Blood Borne Pathogens Exposure Control Plan Standard 29 CFR 1910.1030.
- S. Contractor shall provide a written copy of all inspection reports of sight visits and what findings were found on the site visit to the Campus Security Officer in charge within 24 hours of the sight visit.
- T. Contractor may only provide invoices that coincide with officer's time sheets and Security Officer Reports (SORs).
- U. Officers may be required to complete hand write reports at the conclusion of their shift and prior to going off duty.

Officers shall become familiar with the and comply with the assigned campus/center specific Security Operating Procedures. A signed form indicating the review and understanding of the procedures will be required of all officers.

7.00 **PROCEDURE:**

- a. "OWNER's" Purchasing Department will forward said PO to "CONTRACTOR" upon receipt from "CONTRACTOR" of all required documents: [insurance certificate, performance bond, signed contract.]
- b. "CONTRACTOR" shall await receipt of said "OWNER's" PO before commencing any work.

8.00 **TIME FRAME/RESPONSE TIME:**

As defined in "CONTRACTOR" {identify type of solicitation} RFP/ITB # [insert solicitation number] and "CONTRACTOR's" {identify type of submission received} proposal/bid # [insert solicitation number], the following not to exceed schedule:

"CONTRACTOR's" management approach to the response plan procedures offers the optimum combination of key elements in the successful delivery of timely performance through use of experienced qualified personnel, extensive quality control program, subcontractor evaluations, adequate resources, material availability, and advanced scheduling. "CONTRACTOR" has developed the management systems, expertise, and human resources necessary to minimize delays due to subcontractor and material availability; meet defined schedules;

manage increased work loads; and stay on schedule for multiple task order contacts.

“CONTRACTOR” commits to completion of the scope of work within [_____] days of issuance of a College funded Purchase Order.

9.00 **Cost/Rates: (as defined below)**

(Insert here proposer committed fixed/not to exceed/unit prices/total prices defining how long the prices shall remain fixed and unchanged.)

10.00 **MONTHLY MEETINGS/AUDITS**

A meeting consisting of management representative from both parties shall meet initially to discuss the status of work and then not less than [monthly], which would include “CONTRACTOR” submitting status report(s). This requirement can be adjusted as the needs of both parties dictate. This shall not prohibit more frequent meetings as desired. The intent of this agreement is to more expeditiously furnish related services to College customers. To this end, this contract may be formally modified in writing when mutually agreeable to by both parties.

11.00 **MINORITY BUSINESS UTILIZATION**

“CONTRACTOR” shall invite (where known) 25% of all subcontractors/subconsultants on any job to be greater than 51% women or minority owned and State of Florida licensed contractors. The Contractor shall quarterly furnish to the “OWNER’S” purchasing office a listing of all minority (including women owned or small business) subcontractors used. This listing shall include both certified and non-certified minority vendors. Contractor shall include the name of the subcontract firm, their address and define the trade/services (i.e., [electric, plumbing etc]) provided and the dollar amount of services rendered.

12.00 **INVOICING**

As per the {identify type of solicitation} RFP/ITB, invoices shall be submitted no more frequently than once a month. “OWNER” will remit payment by manual check within 30 days satisfactory completion of defined deliverables and receipt of an accepted invoice.

13.00 **LAWS, REGULATIONS AND RULES:**

“CONTRACTOR” shall comply with all laws, ordinances, rules and regulations, whether federal, state or local, applicable to the operation of its business including compliance with Federal Affirmative Action/Equal Employment Opportunity regulations. While on campus premises, “CONTRACTOR” shall

comply with "OWNER" policies and shall at all times conduct its business safely in accordance with recognized standards in the trade.

14.00 INDEMNIFICATION:

For \$10.00 (Ten Dollars) and other good and valuable consideration, receipt and legal sufficiency of which is acknowledged by "CONTRACTOR", "CONTRACTOR" agrees to indemnify, defend and save "OWNER" and its respective Board of Trustees, officers, employees, subsidiaries, affiliates, landlords, and agents (collectively, "Indemnified Parties") harmless from and against any and all claims demands, or causes of action (including attorneys' fees) for liability for bodily injury or property damage arising from (a) negligence of "CONTRACTOR" in the operation of "CONTRACTOR" business, (b) negligence or dishonesty of, or any actions or omissions by "CONTRACTOR" or any of its employees, agents or subcontractors, (c) any breach by "CONTRACTOR" of its obligations defined hereunder.

15.00 INSURANCE:

During all terms of this Agreement, "CONTRACTOR" shall, at its sole cost and expense, maintain worker's compensation insurance as required by law, and other specified insurance on an occurrence basis in an amount equal to the limits as defined in "OWNER" {identify type of submission received} proposal/bid #[insert solicitation number]. "Contractor" shall provide a certificate of insurance listing the District Board Of Trustees, 501 West State Street, Jacksonville, Fl 32202, of Florida Community College at Jacksonville as additionally insured before services shall commence and confirming that before any cancellation modification or reduction in coverage of such policies, the insurance company shall give thirty (30) days prior written notice to "OWNER" of such proposed cancellation, modification or reduction. Any fees charged by the insurance company for issuing certificates or notification to "OWNER" shall be the responsibility of "Contractor". All such insurance policies is to be placed with an insurer rated A or better by A.M. Bests and licensed to do business in the State of Florida.

16.00 OWNER IS A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA:

Both parties mutually agree "OWNER" as a political subdivision of the State of Florida obligations hereunder are limited by Florida Statutes, State Board of Education Rules, and College Board Rules where at no time the College liability exposure shall exceed the limits defined in Florida Statute #768.28.

17.00 RELATIONSHIP:

"CONTRACTOR" is an independent contractor acting in its own behalf, and nothing contained in this Agreement shall be construed to make "CONTRACTOR" a partner, employee, agent, joint venturer, dealer or franchisee of "OWNER".

18.00 GENERAL:

(a) Requests and other communications from any of the parties to the other shall be given in writing and shall be considered to have been duly given or served if sent by United States Certified first-class mail, addressed to the respective party at its address set forth below or to such other address as such party may hereafter designate by written notice to the other party.

(b) If any provision herein shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall be enforced in accordance with their respective terms. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND ANY PROCEEDINGS RELATING TO OR FOR THE ENFORCEMENT HEREOF SHALL BE BROUGHT IN FEDERAL OR STATE COURTS LOCATED IN DUVAL COUNTY IN THE STATE OF FLORIDA. "CONTRACTOR" CONSENTS AND SUBMITS TO THE JURISDICTION OF SAID COURTS AND AGREES THAT SERVICE OF PROCESS MAY BE MADE BY PUBLICATION BY REGISTERED OR CERTIFIED MAIL, OR IN ANY MANNER PROVIDED UNDER FLORIDA OR APPLICABLE FEDERAL LAW. Any legal action by either of the parties against the other shall be brought within two (2) years of the date the cause of action first arose. In the event a legal proceeding is brought, the prevailing party shall be entitled to recover all of its costs and expenses including reasonable attorney's fees and costs.

(c) Terms not defined in the body of this Agreement shall have the meaning ascribed to them in the Schedule(s). This writing is intended by the parties as the final and binding expression of their Agreement, is complete and exclusive of the terms thereof and supersedes all prior negotiations, representations and agreements, and includes "OWNER's" {identify type of solicitation} RFP/ITB number [insert solicitation number] and "CONTRACTOR's {identify type of submission received} proposal/bid #[insert solicitation number] by reference.

19.00 ASSIGNMENT AND SUBLETTING:

(a) "CONTRACTOR" shall neither assign nor transfer this Agreement or any right or leasehold interest granted to it by this Agreement without the written consent of "OWNER", such consent not to be unreasonably withheld. Provided, however, "CONTRACTOR" may assign and transfer this Agreement in its entirety without such consent to any successor-in-interest of "CONTRACTOR" with or into which "CONTRACTOR" may merge or consolidate or which may succeed to the assets of "CONTRACTOR" or a major portion thereof related to "OWNER" business. No such assignment or sublease shall serve to release "CONTRACTOR" from any of its obligations, duties or responsibilities under this Agreement unless "OWNER" agrees thereto in writing. Any such sublease shall be in writing and promptly upon the execution thereof, "CONTRACTOR" shall furnish a copy to "OWNER". Any change of ownership involving 25% or more of the outstanding voting share of "CONTRACTOR" shall be considered a transfer of this Agreement.

(b) This Agreement shall be binding upon and inure to the benefit of "CONTRACTOR" and "OWNER" and their respective successors and permitted assigns. This Agreement may not be directly or indirectly assigned, transferred, delegated, subcontracted or sublicensed, in whole or in part by "CONTRACTOR", without the prior written consent of "OWNER". In the event "CONTRACTOR" is a partnership, corporation, limited liability company or other entity, the transfer in one transaction, or a series of transactions, of fifty percent (50%) or more of the aggregate equity or voting control of sub-licensee shall constitute an assignment of this Agreement.

(c) In submitting a bid to "OWNER", "CONTRACTOR" offers and agrees that if the bid/proposal is accepted, the "CONTRACTOR" will convey, sell, assign, or transfer to "OWNER" all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for pricing fixing relating to the particular commodities or services purchased or acquired by "OWNER". At the "OWNER'S" discretion, such assignment shall be made and become effective at the time the "OWNER" tenders final payment to the "CONTRACTOR".

20.00 SUCCESSORS AND ASSIGNS BOUND:

This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, where permitted by this agreement.

21.00 NOTICES:

Notices required herein may be given by registered or certified mail by depositing the same in the U.S. Mail in the continental United States, postage prepaid. Any such notice so mailed shall be presumed to be received by the addressee seventy-two (72) hours after deposit of the same in the mail. Either party shall have the right, by giving written notice to the other, to change the address at which it's notices are to be received. Until any such change is made, notices to "OWNER" shall be delivered as follows:

"OWNER"

Laurence I. Snell, C.P.I.M.
Associate Vice President of Purchasing,
and Business Services
501 W. State Street
Jacksonville, FL 32202
(904) 632-3294

Notices to "CONTRACTOR" shall be deemed sufficient if in writing and mailed, registered or certified, postage prepaid, addressed to "CONTRACTOR" as

"CONTRACTOR"

Attn: _____

Company: _____

Street: _____

City, State, Zip: _____

Phone Number: (_____) _____

If notice is given in any other manner or at any other place, it will also be given at the place and in the manner specified above.

This agreement is entered into by both parties authorized officers.

"CONTRACTOR"

Name: _____

Street: _____

City, State, Zip: _____

Federal ID: _____

BY: _____

Print Name: _____

Title: _____

Date: ____/____/____

"OWNER"

Florida Community College

at Jacksonville

501 West State Street

Jacksonville, FL 32202

Federal ID # 59-1149317

BY: _____

Laurence I. Snell

Associate Vice President of

Purchasing and Business

Services

Witnessed BY: _____