

AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **Giddens Security Corporation**, located at 528 S. Edgewood Ave., Jacksonville, FL 32205, possessing FEIN# 59-2205829 (hereinafter referred to as “FIRM”) under seal for the Armed and Unarmed Security Services, (hereinafter referred to as the “Project”), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid #22BE-165 - Armed and Unarmed Security Services, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, and Certificate of Insurance.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term. This Agreement shall commence on July 1, 2022 and shall continue for three (3) years, until June 30, 2025. Pending mutual agreement, there is one (1) three (3) year renewal option available.

Section 4 – Scope of Services. FIRM shall complete the Work for Project 22BE-165 to perform Armed & Unarmed Security Services for the county per Exhibit A – Scope of Services hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 5 – Compensation. COUNTY shall make payment to FIRM under COUNTY’s established procedure and according to the Fee Schedule, hereto (the “Agreement Price”). There shall be no provisions for pricing adjustments.

	Year 1 Rate per Hour	Year 2 Rate Per Hour	Year 3 Rate per Hour
Unarmed Security	\$19.89	\$19.89	\$19.89
Armed Security	\$20.89	\$21.89	\$22.89
Captain	\$24.89	\$24.89	\$24.89

Section 6 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 10 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE

**PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT
COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:

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

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

Section 11 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes.

Section 12 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The FIRM, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

- In the event the FIRM does not own vehicles, the FIRM shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 13 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 14 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 15 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 17 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 18 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.

- a) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- b) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- c) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- d) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- e) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- f) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
- g) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- h) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- i) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- j) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 19 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 21 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual

harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.

- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 22 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;

- c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
- 1. Was entered into or renewed on or after July 1, 2018, and
 - 2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 25 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 26 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 27 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Services.**

Section 28 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Giddens Security Corporation
528 S. Edgewood Ave., Jacksonville, FL 32205
CONTACT PERSON: Adam Giddens | Phone: 904-384-8071

COUNTY: Marion County Facilities Management
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: adam.giddens@giddenssecurity.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

CARL ZALAK III DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED: May 17, 2022
22BE-165 | Armed and Unarmed Security Services

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

GIDDENS SECURITY CORPORATION

SIGNATURE

PRINTED NAME

BY: DATE

PRINTED:

ITS: (TITLE)

WITNESS:

SIGNATURE

PRINTED NAME

EXHIBIT A SCOPE OF SERVICES

The firm is expected to provide sufficient licensed, uniformed personnel specifically trained and experienced in the type and application of security and monitoring services assigned. It is expected the firm will inspect and evaluate current sites and stations.

Routine coverage will be normally an eight (8) hour shift, with hours of coverage dependent on operational and security requirements of the covered sites. Emergency coverage and coverage at sites other than the Courthouse and Judicial Center may be less than eight (8) hours, depending upon need. Additionally, sites may be added or eliminated as deemed appropriate and necessary by the Marion County Contract Manager.

MINIMUM REQUIREMENTS

Goals & Objectives for Effective, Cost-Efficient Security

- a. The vendor will provide security services for the Judicial Complex, composed of the Courthouse, Judicial Complex Parking Facility, Judicial Center, Clerk's Annex, Public Defender building, Visitors' & Convention building, vacant tire center, and Complex grounds, including revenue transmittal for Building, Animal Center, Solid Waste, Code Enforcement, Parks, Library Headquarters, Administration, Fire Headquarters, and Utilities offices. Firms are to address the adequacy of hours and provide methodologies and recommendations for coverage.
- b. Security hours at other County sites and facilities, such as substations, fleet management stations, County landfills, parks, libraries, buildings, grounds and various other properties may be required from time to time on a temporary or extended basis, and are not included in the Judicial Complex. Unarmed security persons are normally required at such facilities and sites, at which the operation of surveillance and security equipment and devices is not necessary.
- c. Marion County expects that all proposers will provide submissions which clearly and concisely indicate where reductions of hours can be accomplished without sacrifice of adequate security and security related services, at the lowest possible cost, and utilizing personnel more effectively for peak of "rush" periods for an efficient flow of traffic.
- d. Additionally, the County anticipates that firms will recommend improvements, changes and/or additions to security and surveillance through video monitoring, use of specialized equipment and innovative instruments and devices.

Security Personnel

Each security person employed by the Contractor must possess at a minimum, a current State of Florida armed or unarmed guard's license(s) in accordance with Chapter 493, Florida Statutes. Each security person employed by the Contractor must possess certification of training in the specific duties and applications assigned. **If the Contractor hires any new employees, proof of license must be submitted for each employee.** The Contractor must submit proof of renewed and updated licenses for all employees.

Supervision

The Contractor shall provide a Contract Supervisor to supervise all guards, coordinate reports, assign security personnel, and ensure that all posts are filled as scheduled. The Contractor shall provide a supervisor stationed at both gates. The Contractor shall designate an alternate supervisor as an alternate point of contact, available and ready for prompt response to ensure coverage at all sites to the satisfaction of the Contract Manager. The Supervisor will be the liaison with the Sheriff's Civil Department in the Courthouse and will work closely with him/her.

Performance Standards

- a. The Contractor shall perform all its obligations and functions for Marion County in accordance with the requirements and standards contained herein in a professional and businesslike manner so that the

Judicial Center is kept and maintained in a secure condition. The Contractor shall use its best efforts to coordinate its activities with and adjust its activities to the needs and requirements of the various users of the Judicial Center and to perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of any occupants of the premises, or be offensive to others at the Judicial Center or on currency pickup routes. Each security person is to arrive at the assigned site in sufficient time to start the shift at the scheduled time.

- b. The Contractor will be required to install and maintain a minimum of six (6) electronic time clocks to monitor and report on rounds and personnel check-in status.
- c. NO overtime will be acceptable; unless previously approved by the Facilities Management Director or designee, Contractor must be able to provide sufficient number of staff to keep hourly rates at the standard pay rate.
- d. The Contractor will be required to provide a vehicle for its personnel; a County vehicle may NOT be used.
- e. Upon reporting for duty, the security person will report to the site supervisor or properly relieve the prior shift personnel, as appropriate.
- f. Once on duty at the scheduled time, the security person shall not leave the job site unless properly relieved.
- g. Each security person must report for duty in a full uniform provided by the Contractor at no additional expense to the County. Such uniform shall be professional in appearance, neat, clean, well kept, free from obvious signs of wear and tear, and which shall be worn during the entire shift. Uniforms must be approved by the County, if employees are wearing uniforms not approved by the County, the employee will be sent home. Due to the professional nature of business that is conducted at all County sites, the County may elect to choose the type of uniform to be worn by the officers.
- h. The Contractor shall at all times provide and maintain adequate numbers of properly trained male and female personnel and adequate quantity of all necessary supplies and equipment in order to be able to fully and timely perform its obligations and functions as described herein and its Staffing Proposal. The Contractor's Supervisor shall make himself available for periodic tours of the premises to be made with Facilities Director or his designee. The Contractor shall replace any Security Officer or Security Supervisor when requested to do so by the Marion County Facilities Director or designee.
- i. All security task requirements of the specific site and station, such as making rounds, operating security detection and surveillance devices and equipment, security checks, securing doors, gates, etc., and operating security time clocks when required, will be strictly adhered to.
- j. All required logs will be maintained and reports prepared as required.
- k. If the Contractor is responsible for covering a shift, and the security person scheduled is unable or unfit to report in a manner not outlined in these standards, it is the Contractor's responsibility to provide a replacement without delay.
- l. County phones must not be used for personal or Contractor usage. The Contractor must supply phones for their Supervisors and/or employees.
- m. The Contractor is responsible for ensuring security persons are properly and professionally trained in security procedures, in dealing with the general public, visitors, judicial officials and the Courts, and in monitoring, surveillance and operational equipment and devices.
- n. The Contractor is fully responsible for providing necessary orientation, familiarization and instructions concerning site-specific layouts, station location, equipment maintenance, and task assignment.
- o. Contractor must supply a female security officer at each entrance for wandng female visitors only.
- p. If for any reason, with or without cause, the Contract Manager or designated representative(s) determines that a specific security person is unsuitable for the County's needs, a replacement will be provided by the Contractor. In exerting this prerogative, a written notice will be provided.
- q. The Contractor shall at all times maintain a sufficient labor pool of properly trained male and female security officers to provide the County with additional security officers in adequate quantities to satisfy any circumstance. Said circumstances shall dictate the number and types of officers required. These additional officers may be required at any County offices, and or agencies on demand and as needed for an undetermined amount of time, with twenty-four (24) hours or less notice.

Contractor Employees

- a. The Contractor, in order to comply with security requirements, shall within thirty (30) days of hiring an employee, submit to the Contract Manager (and maintain record of) proof that the employee has been fingerprinted and passed any and all background checks presently or hereinafter required.
- b. The Contractor shall instruct its personnel that no gratuities shall be solicited or accepted for any reason whatsoever from the employees, citizens, or other persons using the premises. The Contractor shall be responsible for ensuring that all articles found by its employees are turned over to the County Administrator or his designee in charge of such articles.
- c. The Contractor shall not do or keep anything at the Judicial Center which will in any way conflict with any law, ordinance, rule, or regulation which may now or hereafter be enacted or promulgated by any governing public authority or create a safety hazard at the Judicial Center; or create a nuisance; or in any way obstruct or interfere with the rights of other users of the Judicial Center or use or allow the Judicial Center to be used for improper, immoral, unlawful, or objectionable purposes. Any violation of the provisions in this paragraph will be deemed by the County to be a default hereunder and shall entitle the County to all remedies for default created herein or provided by law.
- d. The Contractor shall consent to reasonable searches and/or inspections of its employees, its employees' handbags and/or lunch boxes, and its employees' lockers. The Contractor hereby warrants to Marion County that it will require its employees' consent to the above searches as a condition of employment.
- e. The Contractor shall require a physical examination by a qualified physician, medical center, or hospital, of all employees used to staff the Marion County Judicial Center and obtain written certification that each employee is physically capable of performing the work.
- f. The Contractor shall require all prospective workers to show proof of citizenship or proof from the United States Immigration Authority that they have entry permits, work permits and are legal aliens.
- g. It will be the Contractor's responsibility and obligation to train all employees to be able to identify all signs and notices on the premises that might relate to them and to understand their responsibility for complying with such signs and notices.
- h. The Contractor will abide by all State and Federal regulations on wages and hours of an employee.
- i. The Contractor shall hire, train, test and supervise all persons performing screening functions in such a manner as to ensure effective, courteous screening and shall assure that all personnel performing screening functions are capable of performing such functions. The Contractor shall assure that all screening personnel operating X-ray systems possess sufficient eyesight to perform X-ray operator duties. Each employee must have been given a physical examination prior to the assignment; the Contractor shall pay the cost of such physical examination. All screening personnel must possess binocular vision correctable to 20/30 (Snellen); be free of color blindness; and be capable of hearing ordinary conversation at fifteen (15) feet with either ear with or without benefit of a hearing aid. Further, the Contractor shall assure that supervisory personnel assigned to the Marion County Judicial Center are thoroughly familiar with weapon screening and other screening related activities.
- j. All persons used by the Contractor to perform weapon-screening functions shall be trained in proper screening techniques, physical inspection, use of metal detectors, and use of X-ray systems. In addition to the primary security objectives, the training shall emphasize the need for courteous, cautious, and efficient application of screening procedures. The training should be presented in a formal manner with ample opportunity for questions and answers. Current and accurate training records shall be maintained for each screening employee, reflecting the date and type of training received. The records are to be submitted to Marion County on a quarterly basis and shall be maintained for a period of at least ninety (90) days following termination of the employee. The Contractor shall test each screener quarterly. Tests shall be conducted so that each screener shall be tested performing different screening functions (metal detector, X-ray, physical search). Contractor is responsible for all safety equipment, to include a personal dosimeter.
- k. All Contractor employees must meet the following minimum pre-employment qualifications for each position:
 - i. All employees must be 21 years or older

- ii. All employees shall have and satisfy requirements for a background investigation
- iii. All employees shall be required to take and pass a drug screen
- iv. Education: Must possess a minimum of High School Diploma or GED
- v. Citizenship: Must be a US Citizen or possess the necessary authorization from the INS, pursuant to the Immigration Reform and Control Act of 1986 and regulations thereto.
- vi. Physical Requirements: Must be able to sit, stand, lift and/or bend throughout a shift.
- vii. Strength Requirements: Must be able to lift, carry or hold a visitor's baggage of a minimum of forty (40) pounds.
- viii. Sight/Color Distinguishing Ability: Must be able to distinguish color used in visual displays or badges, specifically red, green, blue and yellow.
- ix. Physical Inspections: Guards/Screeners who perform physical searches of baggage must be able to open and close latches, zippers, and screw caps; remove or feel beneath the baggage contents; and reach all sides and compartments. If necessary, screeners who perform searches with a hand held metal detection device must be able to reach all parts of the person with that device.
- x. Hearing Capacity: Employees must be able to hear and respond to the spoken voice, audible alarms and telephone/radio calls in an operational setting.
- xi. Communicating English: Employees must be able to understand and carry out instructions communicated in English regarding the proper performance of their position.
- xii. Read English: Employees must be fluent in English and be able to read English-language identification badges, credentials, and labels on bottles, cans and packages.
- xiii. Speak English: Employees must be fluent in spoken English to be able to understand English and to answer questions and give understandable directions in English.
- xiv. Write in English: Employees must be fluent in written English to be able to communicate clearly and concisely on all daily reports, incident reports, and other forms or reports associated with their duties.
- xv. **Licensing: All employees must possess a valid Armed and/or Unarmed Security Officer's License for the State of Florida for their respective duties. Contractor shall indicate limitations/explanation of licenses provided.**
- xvi. A comprehensive pre-employment check of each person to be employed will be conducted and maintained by the Contractor to determine suitability for employment. The pre-employment check shall include the following:
 - a) Five (5) year employment background
 - b) Qualifications for job
 - c) Examination to determine integrity and veracity of personnel data (polygraph or comparable)
 - d) Fingerprinting
 - e) FBI records check
 - f) Bonded and insured
 - g) Drug testing

Reports and Records

Logs and activity sheets will be maintained for each shift at each site reflecting security person activities and incidents during the shift to include actions taken and notifications given. Telephone reports will be promptly made to the Facilities Management Director or designee of incidents occurring during a shift. Incident, payment and other reports shall be coordinated with the Facilities Management Contract Manager to ensure all items are adequately reported.

The Contractor agrees that upon written request, he will permit reasonable access to his records of employment, employment advertisement, application forms, timecards and other pertinent data and records for the purpose of investigation to ascertain compliance with the non-discrimination provision, but the Contractor shall not be required to produce for inspection, any records covering periods of time more than one (1) year before the date of the Contract. Weekly activity and log (to be turned in weekly), quarterly and annual reporting requirements shall include, but not be limited to the following:

- Quarterly program activity reports indicating the Program's level of performance and site utilization reports.

Vehicle Use

Contract security personnel are prohibited from operating County-owned vehicles. If it is determined that a motorized vehicle is required to provide the security services required by the County, it shall be the full and complete responsibility of the Contractor for cost and operation.

Exclusive Coverage

The security personnel assigned by the Contractor to service County sites and stations shall be utilized exclusively to secure sites and stations for the entire shift, and shall not be employed to simultaneously provide security coverage during the same shift at non-County sites.

Agency Licenses

The Contractor must have maintained the necessary State of Florida patrol agency licenses in accordance with Chapter 493, Florida Statutes.

Approved Security Services Plan

The firm shall provide services in accordance with the County's approved service plan for each location, station and/or site. The County shall not be liable for any services provided by the selected proposer that are not approved and authorized in writing for each location, station and/or site. The Project Manager in writing shall approve any modification of service proposals that exceed the total program cost.

CONTRACT MANAGEMENT

The Project Manager shall be responsible for contract management, including certification of invoices for services, delivery of required services, and contract compliance.

Firm Responsibility and Liability

- a. The Contractor shall be responsible and liable for any and all applicable sales, consumer, use and similar taxes required by law, for reviewing and complying with all pertinent state and federal regulations including sales tax, Fair Labor Standards Acts, Americans with Disabilities Act (ADA) and all relevant local, State and Federal, employment and all other applicable laws, rules, regulations, and ordinances.
- b. The Contractor shall be solely responsible for all income tax, FICA and any other withholdings from its employees or subcontractor's wages or salaries. All benefits including health and life insurance, mandatory social security, retirement, risk management coverage, worker's and unemployment compensation, are the sole responsibility of the Contractor.
- c. The Contractor is solely responsible for its employees, business training, continuing education, certification and/or travel expenses.