



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, APRIL 18, 2023 AT 6:00 PM**

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation - Denim Day

3.B Proclamation - National Fair Housing Month 2023

3.C Proclamation - Caribbean-American Day

3.D 2023 Fair Housing Drawing Contest

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

5. PUBLIC HEARINGS

6. HEAR AUDIENCE

Anything requiring a vote will be heard at a later time.

7. CONSENT AGENDA

The consent agenda is a technique designed to expedite the handling of routine miscellaneous business of the City Commission. The City Commission in one motion may adopt the entire Consent Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.

7.A Approval of City Commission Minutes from the April 4, 2023 meeting

7.B Authorization to negotiate a Continuing Service Agreement for Construction and Renovation Services on a Task Authorization Basis

7.C Interlocal Agreement Between Osceola County and City of Kissimmee Relating to the Transfer of the Jurisdiction of Certain Public Roads.

7.D Agreement with Universal Protection Services to Provide Security Services for City Facilities

7.E Acceptance of Brooking Technologies Donation of Two Lighting and Sirens Packages for Police Vehicles

7.F Authorization to transfer funds to the General Employees' Organization (GEO) Assistance Fund

7.G Advertising Funding from Experience Kissimmee for Kissimmee Gateway Airport

7.H Mitigation credit purchase agreements for Lancaster Ranch Park Phase 1

7.I Addendum to the Master Services Agreement between the City and Balfour Beatty Construction, LLC for the construction of the City Hall addition for the Building Division of the Development Services Department

7.J Approval to Purchase a Dump Truck for the Public Works Department Street and Stormwater Division

- 7.K Approval to Purchase a Backhoe for the Public Works Department Street and Stormwater Division from the Sourcewell Contract, 032119
- 7.L Building Fund mid-year budget adjustment to add new staff positions and related equipment.

8. DISCUSSION ITEMS

- 8.A Kissimmee Main Street Quarterly Update

CITY COMMISSION RECESSES AND CONVENES AS COMMUNITY REDEVELOPMENT AGENCY BOARD

- 8.B Approval of a First Amendment to the Downtown Kissimmee Community Redevelopment Agency Pioneer Project Incentive Program Agreement with Z Family Assets, LLC

COMMUNITY REDEVELOPMENT AGENCY ADJOURNS AND RECONVENES AS CITY COMMISSION

- 8.C Advisory Board Vacancies: Board of Adjustment, Planning Advisory and Parks and Recreation Board

9. HEAR CITY OFFICIALS

- 9.A CITY MANAGER
- 9.B CITY ATTORNEY
- 9.C CITY COMMISSION

10. ADJOURNMENT

In accordance with Florida Statutes 286.105: Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made.

In accordance with Florida State 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk, 101 Church Street, Kissimmee, Florida, (407) 518-2309.

ITEM 3.A

Proclamation - Denim Day

Request

The request is for the Commission to present a Proclamation to Lui Damiani, Executive Director of Healing Begins Here.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation-Denim Day 2023

Proclamation

DENIM DAY



WHEREAS, the month of April is national Sexual Assault Awareness Month calling attention to the fact that sexual assault and harassment is widespread and harms our community; and

WHEREAS, the shocking reality is that 1-in-5 women, and 1-in-33 men, will be sexually assaulted during their lifetime; and

WHEREAS, the Denim Day movement started in 1999 as a grass-roots protest against an absurd controversial Italian Supreme Court decision, in which a sexual assault conviction was overturned because the victim was wearing tight jeans at the time of her attack; and

WHEREAS, Denim Day is the longest running sexual violence prevention and education campaign in history which seeks to rid the world of erroneous and destructive attitudes about sexual assault and bring about real justice and support for survivors; and

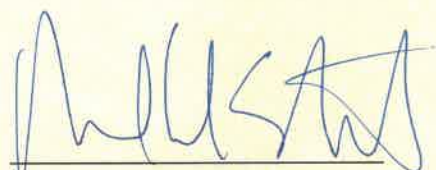
WHEREAS, Denim Day encourages everyone to make a social statement by wearing jeans on this day as a visible means of protest against the misconceptions that surround sexual violence, and to speak up when they hear comments that blame victims or make light of sexual harassment or assault; and

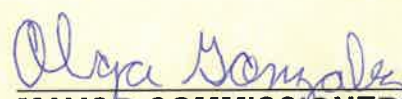
WHEREAS, together when we can change how people think and talk about this kind of violence, and create a culture of respect, equality and safety for our entire community; and

WHEREAS, the City of Kissimmee strongly supports the Victim Service Center of Central Florida and their efforts to prevent the traumatizing effects of sexual violence and help heal those that have been impacted.

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim Wednesday, April 26, 2023 as "**Denim Day**" in the City of Kissimmee and urge all citizens to wear jeans to help spread awareness about the physical and emotional trauma that accompanies sexual assault, and to show our support for survivors in our community.

IN WITNESS, THEREOF, this is signed this 18th day of April, 2023.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.B**Proclamation - National Fair Housing Month 2023****Request**

Presentation of a Proclamation in honor of National Fair Housing Month.

Explanation

The Secretary of HUD proclaimed April 2023 as " National Fair Housing Month", and asked all CDBG Entitlement Communities to join in celebrating the freedom of housing choices and fair housing.

Department: Development Services

Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation - National Fair Housing Month

Proclamation



NATIONAL FAIR HOUSING MONTH

WHEREAS, in 2004 the City of Kissimmee became an "entitlement" recipient of Federal Funds from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Program; and

WHEREAS, the City of Kissimmee certified that it will affirmatively further fair housing opportunities and work to identify and remove impediments to fair housing choices; and

WHEREAS, the City's 2020-2025 *Consolidated Plan* and the *Analysis of Impediments to Fair Housing*, outlines fair housing initiatives which include an outreach and education campaign to further fair housing choices for Kissimmee residents; and

WHEREAS, Title VIII of the Civil Rights Act of 1968, the Fair Housing Act of 1988, and the City of Kissimmee Fair Housing Ordinance enacted on January 17, 1964, all prohibit the discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex, national origin, disability or familial status; and

WHEREAS, the Secretary of HUD proclaimed April 2022, as "National Fair Housing Month" and asks all CDBG Entitlement Communities to join them in celebrating the freedom of housing choices and fair housing opportunities; and

WHEREAS, the Kissimmee City Commission feels that every person has a right to live where they choose with dignity and without fear of discrimination; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of April 2023 as "**National Fair Housing Month**" in the City of Kissimmee and thanks the Osceola Council on Aging for their assistance in helping the City achieve the Fair Housing goals.

IN WITNESS, THEREOF, this is signed this 18th day of April, 2023.


CITY MANAGER
MAYOR-COMMISSIONER

ITEM 3.C

Proclamation - Caribbean-American Day

Request

The request is for the Commission to present a Proclamation to Arnold King, President of the Caribbean and Floridian Association, and Nicole Reid, Treasurer.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation-Caribbean-American Day 2023

Proclamation



CARIBBEAN-AMERICAN DAY

WHEREAS, Caribbean-Americans today have distinguished themselves in all aspects of American city life, contributing immeasurably to America's economic, cultural and political greatness; and

WHEREAS, the Caribbean and Floridian Association will host the Annual Caribbean Fusion Festival in celebration of the music, culture, craft and a taste of the Caribbean; and

WHEREAS, this festive event annually recognizes and celebrates the roles and contributions of Caribbean-Americans for many years; and

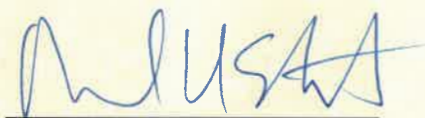
WHEREAS, Caribbean-Americans living in Central Florida have no less zest for life, economic, cultural and political expression than their peers and counterparts who live in other major cities and towns across the United States; and

WHEREAS, they have brought to Central Florida a rich cultural heritage and a strong structure of values that make them welcome citizens wherever they choose to settle; and

WHEREAS, Caribbean-Americans maintain a strong sense of community, which is manifested in many cultural and business organizations dedicated to the celebration of positive aspects of Caribbean-American cultures and values; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim April 23, 2023 as "**CARIBBEAN-AMERICA DAY**" in the City of Kissimmee and invite all citizens to join in this celebration.

IN WITNESS, THEREOF, this is signed this 18th day of April, 2023.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.D

2023 Fair Housing Drawing Contest

Request

To recognize the winners and participants of the 2023 Fair Housing Drawing Contest.

Explanation

The Fair Housing Act protects people from discrimination when they are renting or buying a home, getting a mortgage, seeking housing assistance, or engaging in other housing-related activities. Nationwide, the passage of the Fair Housing Act is celebrated in April. The Act was signed into law in April 1968. It prohibits discrimination in the sale, rental, and financing of housing based on race, color, religion, national origin, sex, handicap or familial status.

The City of Kissimmee, in partnership with the Osceola County Association of REALTORS, celebrates Fair Housing Month with a Fair Housing Drawing Contest. The purpose of the contest is to raise awareness of housing discrimination. Discrimination not only denies access to better resources and opportunities, but it can lead to homelessness. This year, participants of the Osceola Council on Aging's congregate site programs were asked to submit drawings. A committee made up of members from the community selected the winners.

The winners are as follows:

1st Prize - Gennives Brown (\$150);

2nd Prize - Jason Leyva (\$100);

3rd Prize - Maria Feliciano (\$50).

Drawings were also received from: Abdel Malek, Alicia Cely, Alisa Green, Ana King, Angel Rivera, Barbara Ramis, Bob Bryson, Bobbie White, Carmen Mercado, Carmen Otero, Claudia Velez, Delia Zayas, Diomedes Morales, Doris Tessier, Elba Irizarry, Elsie Ortiz Soto, Esther Leiva, Eltivia Ramirez, Gilbert Bradfield, Haydee Torres, Henry Distler, Herman Diaz, Hilda Recalde, Iris Gonzalez, Iris Lugo, Joan Mundell, Jorge Cascante, Lucia Ramirez, Manuela Rosa, Maria Galvez, Maria Vazquez, Mary Modeste, Mirta Martinez, Palma Tessier, Rafaela Cruz, Ramon Acosta, Rocio Caro, Ronald Brown, Sabina Aguayo, Santa Sarabia, Sarah Hall, Susan Schroeder, Tomasa Mercedes, and Vito Valvano. They will all receive certificates.

Department: Development Services

Presenter: Frances DeJesus

Attachment(s):

1. Certificates



CERTIFICATE OF APPRECIATION

Presented to:

Abdel Malek

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Olga Gonzalez

Mayor Olga Gonzalez

Frances De Jesus

Frances De Jesus



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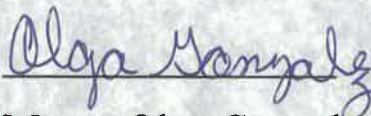
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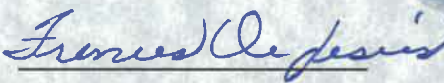
Presented to:

Alicia Cely

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez


Frances De Jesus



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CERTIFICATE OF APPRECIATION

Presented to:

Alisa Green

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Olga Gonzalez

Mayor Olga Gonzalez

Frances De Jesus

Frances De Jesus



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CERTIFICATE OF APPRECIATION

Presented to:

Ana King

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Olga Gonzalez

Mayor Olga Gonzalez

Frances De Jesus

Frances De Jesus



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CERTIFICATE OF APPRECIATION

Presented to:

Angel Rivera

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



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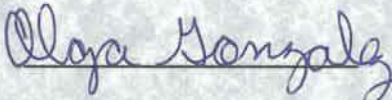
CERTIFICATE OF APPRECIATION

Presented to:

Barbara Ramis

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez


Frances De Jesus



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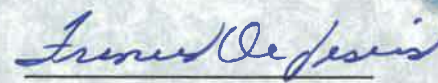
Bob Bryson

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez


Frances De Jesus



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CERTIFICATE OF APPRECIATION

Presented to:

Bobbie White

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



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CERTIFICATE OF APPRECIATION

Presented to:

Carmen Mercado

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez


Frances De Jesus





CERTIFICATE OF APPRECIATION

Presented to:

Carmen Otero

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



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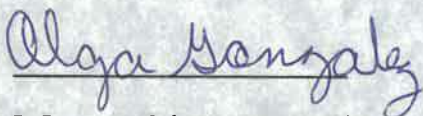
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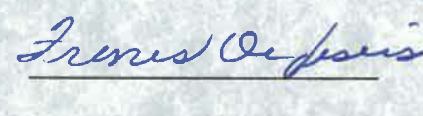
Presented to:

Claudia Velez

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on November 15th, 2022



Mayor Olga Gonzalez


Frances De Jesus



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CERTIFICATE OF APPRECIATION

Presented to:

Delia Zayas

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



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Frances De Jesus





CERTIFICATE OF APPRECIATION

Presented to:

Diomedes Morales

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Olga Gonzalez

Mayor Olga Gonzalez

Frances De Jesus

Frances De Jesus



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CERTIFICATE OF APPRECIATION

Presented to:

Doris Tessier

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



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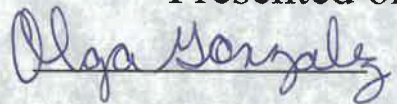
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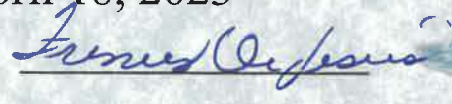
Elba Irizarry

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez



Frances De Jesus



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CERTIFICATE OF APPRECIATION

Presented to:

Elsie Ortiz Soto

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez


Frances De Jesus



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CERTIFICATE OF APPRECIATION

Presented to:

Esther Leiva

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Olga Gonzalez

Mayor Olga Gonzalez

Frances De Jesus

Frances De Jesus



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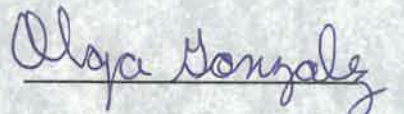
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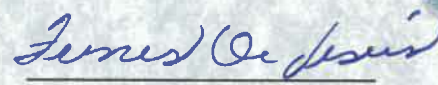
Presented to:

Etilvia Jimenez

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



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Frances De Jesus



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CERTIFICATE OF APPRECIATION

Presented to:

Gennives Brown

In recognition of your participation on the
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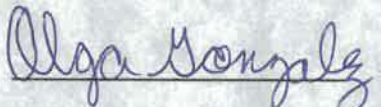
CERTIFICATE OF APPRECIATION

Presented to:

Gilbert Bradfield

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



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CERTIFICATE OF APPRECIATION

Presented to:

Haydee Torres

In recognition of your participation on the
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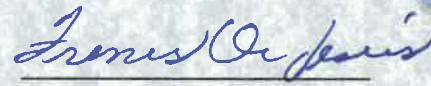
Henry Distler

In recognition of your participation on the
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Presented on April 18, 2023



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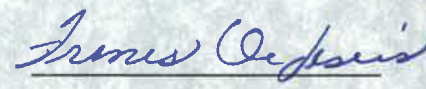
Herman Diaz

In recognition of your participation on the
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Presented on April 18, 2023



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Frances De Jesus



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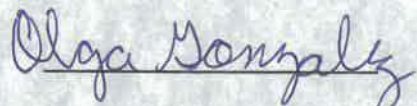
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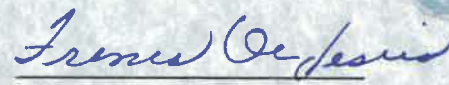
Presented to:

Hilda Recalde

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



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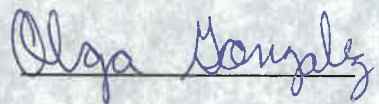
CERTIFICATE OF APPRECIATION

Presented to:

Iris Gonzalez

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez



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CERTIFICATE OF APPRECIATION

Presented to:

Iris Lugo

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez



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CERTIFICATE OF APPRECIATION

Presented to:

Jason Leyva

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



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CERTIFICATE OF APPRECIATION

Presented to:

Joan Mundell

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Olga Gonzalez

Mayor Olga Gonzalez

Frances De Jesus

Frances De Jesus



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CERTIFICATE OF APPRECIATION

Presented to:

Jorge Cascante

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Olga Gonzalez

Mayor Olga Gonzalez

Frances De Jesus

Frances De Jesus



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CERTIFICATE OF APPRECIATION

Presented to:

Lucia Ramirez

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez



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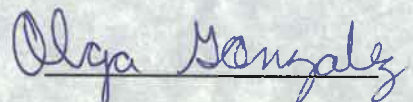
CERTIFICATE OF APPRECIATION

Presented to:

Manuela Rosa

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez


Frances De Jesus



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CERTIFICATE OF APPRECIATION

Presented to:

Maria Feliciano

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Olga Gonzalez

Mayor Olga Gonzalez

Frances De Jesus

Frances De Jesus



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CERTIFICATE OF APPRECIATION

Presented to:

Maria Galvez

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez



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CERTIFICATE OF APPRECIATION

Presented to:

Maria Vazquez

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Olga Gonzalez

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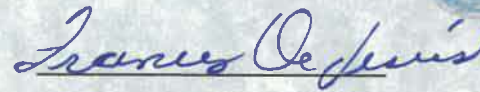
Mary Modeste

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez



Frances De Jesus



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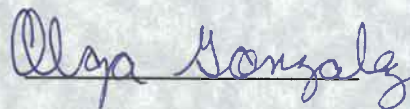
CERTIFICATE OF APPRECIATION

Presented to:

Mirta Martinez

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez



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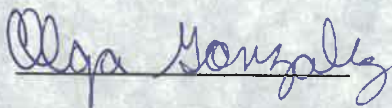
CERTIFICATE OF APPRECIATION

Presented to:

Palma Tessier

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez


Frances De Jesus





CERTIFICATE OF APPRECIATION

Presented to:

Rafaela Cruz

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Olga Gonzalez

Mayor Olga Gonzalez

Frances De Jesus

Frances De Jesus



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CERTIFICATE OF APPRECIATION

Presented to:

Ramon Acosta

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez



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CERTIFICATE OF APPRECIATION

Presented to:

Rocio Caro

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez



Frances De Jesus



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CERTIFICATE OF APPRECIATION

Presented to:

Ronald Brown

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Olga Gonzalez

Mayor Olga Gonzalez

Frances De Jesus

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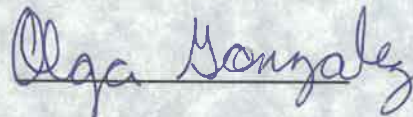
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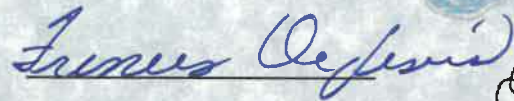
Sabina Aguayo

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez



Frances De Jesus



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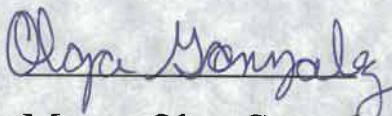
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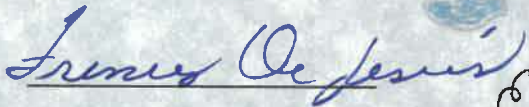
Presented to:

Santa Sarabia

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez


Frances De Jesus





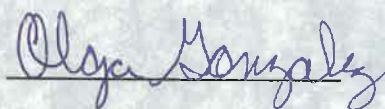
CERTIFICATE OF APPRECIATION

Presented to:

Sarah Hall

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez



Frances De Jesus



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CERTIFICATE OF APPRECIATION

Presented to:

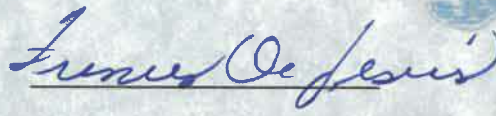
Susan Schroeder

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez


Frances De Jesus



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CERTIFICATE OF APPRECIATION

Presented to:

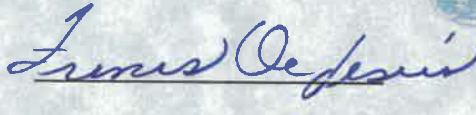
Tomasa Mercedes

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez


Frances De Jesus





CERTIFICATE OF APPRECIATION

Presented to:

Vito Valvano

In recognition of your participation on the
Fair Housing Drawing Contest 2023

Presented on April 18, 2023



Mayor Olga Gonzalez


Frances De Jesus



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ITEM 7.A**Approval of City Commission Minutes from the April 4, 2023 meeting****Request**

Request Commission approval of the April 4, 2023 Commission Minutes.

Explanation

Minutes of the Commission meeting held on April 4, 2023 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. (S) April 4, 2023, City Commission Meeting Minutes



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, APRIL 4, 2023 AT 6:00 PM**

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, Angela Eady, Carlos Alvarez, III, Janette Martinez (Arrived 6:01pm)

Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Assistant City Manager Austin Blake, City Clerk Linda Hansell

Members Absent: Deputy City Manager Desiree Matthews

Mayor Gonzalez called the meeting to order at 6:00 PM.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

After a Moment of Silence, Commissioner Alvarez led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Employee of the Month for April - Suzanne Negron

That the City Commission join the City Manager in recognizing Suzanne Negron, Development Services, as April's Employee of the Month.

City Manager Steigerwald introduced Suzanne Negron, April Employee of the Month, and reviewed her service to the City and the many attributes listed in her nomination. She worked in Public Works, City Attorney, and is currently working in Development Services for the Community Redevelopment Agency (CRA). Suzanne was recognized for her assistance with translation, customer service, organizing events, holiday banners, and keeping the CRA running when they were without a manager.

City Manager Steigerwald reminded the audience, the Employee of the Month is not selected by management or the Commission, it is decided by a committee of peers representing all City departments, and there is no greater honor. Congratulations Suzanne!

Ms. Negron thanked the Commission and stated these are the best coworkers, Commission, and staff in not just the Osceola County but the entire world; she feels very lucky.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

None.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

Nancy Wakefield, 1626 Liggins Ave, Kissimmee 34744. She expressed concerns about the development of Bill Beck Boulevard and the effects on their neighborhood and the surrounding streets. Ms. Wakefield is requesting Commission consideration on the

businesses that are being developed along Bill Beck Boulevard and asked to have them located closer to the Osceola Parkway intersection.

Nilda Sotomayor, 1618 Liggins Avenue, Kissimmee 34744, stated she has been a resident since 1991. She expressed her thoughts on the roads and number of schools that will be affected by the traffic on Mill Slough, Bill Beck and Oak Run and believes there are concerns for safety. She is requesting the Commission consider adding an additional four (4) traffic control lights at the following intersections: Bill Beck and Woodcrest, Woodcrest and Oak Run, Oak Run and Bill Beck, and Mill Run and Woodcrest Boulevard.

City Manager Steigerwald stated any changes to the zoning would have to be brought to the City Commission; it is currently industrial, which is more favorable for this area along with bringing jobs to the community. Bill Beck Boulevard is an Osceola County project and a warrant study would be needed before traffic lights could be considered. The cost is approximately \$500,000 per intersection. Staff will forward this information to Osceola County and request a response.

Based on questions from the Commission, City Manager Steigerwald stated that subdivisions are evaluated yearly for additional crosswalks and whether crossing guards are needed; this may have already been reviewed in this subdivision. The other comment was concerning a four-way stop at Mill Run and Woodcrest; City Manager Steigerwald confirmed it was a four-way stop.

7. **CONSENT AGENDA**

The consent agenda is a technique designed to expedite the handling of routine miscellaneous business of the City Commission. The City Commission in one motion may adopt the entire Consent Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.

Commissioner Eady made a motion to approve the Consent Agenda in its entirety. Commissioner Castano seconded the motion.

Motion carried 5 - 0.

- 7.A Approval of City Commission Minutes from the March 21, 2023, meeting
Request Commission approval of the Tuesday, March 21, 2023, Commission Minutes.
- 7.B Authorization to Accept Grant Award for the Fiscal Year 2021 Justice Assistance Grant – Countywide (Jag-C) Program made available by The U.S. Department of Justice (USDOJ)
Approval to accept grant award for the fiscal year 2021 Justice Assistance Grant – Countywide (JAG-C) Program in the amount of \$26,219.04, and approval to amend the budget accordingly.
- 7.C Request transfer of funds from Airport Reserves to purchase a replacement vehicle
Request Commission approval to transfer additional funds of \$5,400.00 from Airport Reserves to purchase a replacement vehicle (AP24, pickup).
- 7.D Correction to cost of Fire Apparatus Driving Simulator
Approval to purchase a Fire Apparatus Driving Simulator at the corrected cost of \$130,125.

- 7.E Approval to utilize Department of the Treasury Federal Asset Sharing Trust Funds for purchase of Driving Simulator Trailer
The Police Department is requesting that the Commission approve the use of up to \$89,693 of Department of the Treasury (Treasury) Federal Asset Sharing Trust (FAST) Funds to purchase an air-conditioned trailer to house the ST-Genesis Series Fire Apparatus Driving Simulator (Driving Simulator) purchased earlier this year, and to amend the budget accordingly.
- 7.F Approval of the Estoppel and Agreement between the City of Kissimmee, the Downtown Kissimmee Community Redevelopment Agency and Skyview
Approval of the Estoppel and Agreement between the City of Kissimmee, the Downtown Kissimmee Community Redevelopment Agency and Skyview.
- 7.G Approval of the Agreement to Cooperate between the City of Kissimmee and Skyview
Approval of the Agreement to Cooperate between the City of Kissimmee and Skyview.

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

- 8.A Approval of the Estoppel between the City of Kissimmee, the Downtown Kissimmee Community Redevelopment Agency and Skyview.
Approval of the Estoppel between the City of Kissimmee, the Downtown Kissimmee Community Redevelopment Agency and Skyview.

City Manager Steigerwald stated this request is for the Commission as the Downtown CRA and the City of Kissimmee and Skyview. This agreement allows the lender to step in as the developer if they fail to complete the project. This is a standard agreement.

Commissioner Alvarez made a motion to approve the Estoppel Agreement. Commissioner Eady seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez
NAY: None

Motion carried 5 - 0.

COMMUNITY REDEVELOPMENT AGENCY ADJOURNS AND RECONVENES AS THE CITY COMMISSION

- 8.B Advisory Board Vacancies: Board of Adjustment and Planning Advisory Board
The Commission is requested to make appointments to fill vacancies on the Board of Adjustment and Planning Advisory Board.

City Manager Steigerwald stated there are three (3) vacancies currently and we have received an application for Ms. Sylvette Santos (Exhibit "A"). She appears to qualify but

staff still needs to confirm that she has a Business Tax Receipt (License) at the address she lists for her business.

Commissioner Eady made a motion to appoint Sylvette Santos to the Planning Advisory Board as a non-resident, business owner with confirmation of her License. Commissioner Castano seconded the motion.

Motion carried 5 - 0.

Commissioner Alvarez made a motion to roll his vacancy on the Planning Advisory Board to Commissioner Martinez.

Motion died for lack of a second.

City Attorney Sanchez de Fuentes explained Commissioner Alvarez could allow his appointment to expire at the April 18, 2023 meeting and at that time it would roll-over to the next available Commissioner.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald discussed the hand-out (Exhibit "B") in reference to the Parks and Recreation Advisory Board item that is before the Commission. The Parks and Recreation Board voted to award funding at the December 14, 2022, and February 8, 2023, board meetings and there was not a physical quorum present with members participating remotely, which does not allow for a valid vote. The action taken was reviewed by the City Attorney and a decision was made to have the Commission ratify the actions of the Parks and Recreation Advisory Board as this would be the most expedited way to rectify the situation. Staff recommends Commission approval of the listed seven (7) waivers and a Community Benefit Grant for Women Encouraging Women in the amount of \$2,000.

Commissioner Alvarez made a motion to ratify the action of the Parks and Recreation Board by approving the fee waivers and Community Benefit Grant by the City Commission. Commissioner Eady seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez

NAY: None

Motion carried 5 - 0.

City Manager Steigerwald requested the Commission hear a second item for consideration of two members of the Parks and Recreation Advisory Board who missed three consecutive meetings due to damage, including flooding from Hurricane Ian that required them to relocate outside of the City during the repairs. The City Code requires that any member of a board that misses three consecutive meetings would be considered to have been resigned and a vacancy would need to be filled. Albert Dorsey and Robin Wright have provided a letter (Exhibit "C") requesting the Commission

reinstate them to the Parks and Recreation Advisory Board now that they are back in their home.

Commissioner Martinez made a motion to reinstate Albert Dorsey and Robin Wright to the Parks and Recreation Advisory Board. Commissioner Eady seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez
NAY: None

Motion carried 5 - 0.

City Manager Steigerwald stated the last item he has is a reminder for "Hop on Downtown 2023" being held on Saturday, April 8, 2023, from 11:00 a.m. to 2:00 p.m.; this event is in coordination with Kissimmee Main Street and the City Parks and Recreation Department.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Castano wished everyone a great night.

Commissioner Eady wished everyone a happy Easter.

Commissioner Alvarez encouraged everyone to get involved in the National Mayor's Water Challenge, we all need to take into consideration the value of water conservation.

Commissioner Martinez announced there will be a community vigil on Monday, April 10, 2023, at the Osceola County Courthouse, 2 Courthouse Square, Kissimmee at 6:00 p.m. Educational information will be available as well as other programs of interest to get people off the streets.

Mayor Gonzalez wished everyone a happy Easter.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:23 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Item 8.A. Advisory Board Vacancies
Application for Sylvette Santos

City of Kissimmee Advisory Board Member Application

Name *

Sylvette

First

Santos

Last

Address *

2407 Josefin Drive

Street Address

Kissimmee

City

FL

State/Region/Province

34744

Postal / Zip Code

United States

Country

Phone *

4079080949

Email *

sylvettevh@gmail.com

Name of Employer *

Sylvette Santos

Are you a resident of the City of Kissimmee? *

- ☒ Yes, I live in the City of Kissimmee
- ☐ No, I do not live in the City of Kissimmee

Do you own/operate a business in the City of Kissimmee? *

- ☒ Yes, I own/operate a business in the City of Kissimmee
- ☐ No, I do not own/operate a business in the City of Kissimmee

Legal Name of Business Owned by Applicant *

Sylvette Vacation Homes

City of Kissimmee Advisory Board Member Application

Address of Business Owned by Applicant *

1627 E. Vine St

Street Address

suite 135

Address Line 2

Kissimmee

City

FL

State/Region/Province

34741

Postal / Zip Code

Please select all advisory boards you wish to serve on: *

☐ Board of Adjustment

☐ Citizens' Police Review Advisory Board

☐ Historic Preservation Advisory Board

☐ Kissimmee Charter Academy Board

☐ Parks & Recreation Advisory Board

☒ Pension Board - Fire

* clicked accidentally

☐ Pension Board - General Employee

☐ Pension Board - Police

☐ Planning Advisory Board

** Wants to serve on Planning Advisory Board

Please select your highest level of education you have obtained. *

Associate degree

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

Meals on Wheels/ Food Drive Covid-19

Premio Paloma de la Paz

2003. National Hispanic Achievers

2004. Empresaria del Año con el Coquí de Oro

2004. Premio Juan Ponce de León

2010. Ganadora al Premio Mujeres que hacen la Diferencia del diario La Prensa Orlando-

2011. Mujer Propietaria de Negocios de la Puertorrican Chamber of Commerce

2015. Mujer Empresaria del Año con el Premio Mujeres que hacen la Diferencia del diario La Prenda Orlando.

2015. Se le entregó una proclamacion de la Ciudad de Dorado al ser reconocida como una

Digna Representante de la Mujer de Negocios, premio entregado por el Alcalde de Dorado Carlos López en Kissimmee.

2015. Ganadora del Premio Borinquén del Desfile Puertorriqueño de Osceola, y su representación como Marshall.

2015. Premio Intelligence Emotional

2018. Premios Paoli

2019. Escojida como reina de la parada puertorriqueña en Kissimmee

2021. Premio Paloma de La Paz por contribución de causas humanitarias

2022. Florida Lideres Award otorgado por el Festival de Latín Food

2023. Reconocimiento Mujeres de Impacto

City of Kissimmee Advisory Board Member Application

Do you have any special skills or certifications?

Business Real State
Notary
Property management
Part of Hispanic Business Council Board of Director
Founder of Professional Business Woman organization

Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.

Please attach your resume or proof of qualification and/or licenses.

 Biografia_Sylvette_Santos.pdf

Certification & Requirements Acknowledgement

By filing this application with the City of Kissimmee and placing my signature below,
I do hereby acknowledge the following:

1. This Application, when completed and filed with the Office of the City Clerk, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.
2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.
3. I consent to filing the Statement of Financial Interests (Form 1) for the Board of Adjustment, any Pension Board, and the Planning Advisory Board upon the appointment to such board. <http://www.ethics.state.fl.us>
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with Florida Sunshine Law and the Code of Ethics for Public Officials. More information about compliance can be found in the [online Guide to Sunshine Amendment and Code of Ethics](#).
5. I understand the responsibilities associated with being a board/committee member, and will have adequate time to serve on this board/committee.

Signature

By typing your name below you attest that the information provided on this form is true and correct, and consent is hereby given to the City Commission or its designated representative to verify and and/or all information provided.

Sylvette Santos

Businesswoman Sylvette Santos has more than 27 years of experience in tourism and the real estate market in Central Florida, where she has become one of the most influential personalities for the excellent work in our community.

Her professionalism, charisma and solidarity have put her in a favorite and prestigious place within the business world in Florida and Puerto Rico. Originally from Bayamón and raised in Dorado Puerto Rico.

Following her great business vision, she made her way to Florida, in 1995, where managed to fulfill her great dream with Sylvette Vacations Homes (SVH), given the growth of the real estate market in Central Florida. Graduated from Marketing, from the Interamerican University of Puerto Rico, and a career as a real estate agent.

Sylvette Santos has cultivated loyal clients and who have been her best reference in the industry for her new clients.

"I am very happy for everything we have achieved, they have been years of great struggle, a lot of work, but it was worth it. We continue to grow and fulfill those dreams through thousands of people looking for our company in Orlando".

SVH under the motto "The only thing missing is you", Santos takes care of all the details that the company offers, and emphasizing that her team of professionals will be in charge of assuring everything will be ready to your liking.

The company is dedicated to the administration of vacation home properties, offering this service to owners who do not reside in the area and can count on this professional service. In addition, our company advises families looking to move to Florida.

Central, and we assist them with all the steps to find their first rental home, or those who decide to buy, depending on the demands of each client.

We specialize in satisfying the requests of our clients- visitors or tourists who are looking for a cozy place that meets their expectations to enjoy the best vacations with their families, finding that ideal vacation home according to their needs and also providing additional information about attractions and packages tourist within reach of your pocket.

"We want our tourists to enjoy their vacations to the fullest and that their experience is pleasant and unique, that includes a good stay with amenities for his entire family", Santos said.

Her desire to serve and satisfy the needs of her clients with excellence, putting her best and planning all the details of what can be a new house, a stay in vacation homes, property management and even the purchase of properties for investors.

"I love putting my all into it when I'm going to help someone fulfill their desire to come to Orlando or Kissimmee on vacation, or who wants to buy their home here, there are many ways to help people, I like to give them that personal treatment, which feel that together we can achieve what they want. Our company has the bilingual and trained staff to direct our clients who later become our friends, and our greatest satisfaction is to give you that excellent service that each person deserves," said the businesswoman.

Among its client portfolio are artists, politicians, religious, celebrities, business professionals, managers, representatives of organizations, including: major league players for the Atlanta Braves and Houston Astros, participants of amateur baseball leagues from countries such as the Dominican Republic, Puerto Rico and others. Softball teams of the National Police of the Dominican Republic and the Malio Bobadilla League. SVH manages properties in Orlando,

Kissimmee, Celebration, Poinciana and Port Rich. (I want to check where the vacation home sites are) Community Involvement Santos has not only dedicated himself to his business, he has contributed to various organizations community organizations, is an active member of several Florida business entities, and is volunteer in charities Among them: The Hispanic Chamber of Commerce of Metro Orlando (HCCMO); member of the Board of Directors of the Hispanic Business Council of the Chamber of Commerce of Kissimmee/Osceola; founding member of the Hispanic Women's Association Professionals and Business (HAPBWA), also collaborating with the Osceola Council on Aging and others. Concerned about children, youth and above all the well-being of women, a pillar of the families. Santos advocates for social causes by being present and helping as Program Aid Volunteer for Domestic Violence Programs, drug addiction, help victims, among others.

Acknowledgments

2003. National Hispanic Achievers

2004. Entrepreneur of the Year with the Coquí de Oro

2004. Juan Ponce de León Award

2010. Winner of the Women who Make a Difference Award from the newspaper La Prensa Orlando-

2011. Female Business Owner of the Puerto Rican Chamber of Commerce

2015. Woman Entrepreneur of the Year with the Women who Make a Difference Award from the newspaper La Prensa Orlando.

2015. Was awarded a proclamation from the City of Dorado upon being recognized as a

Worthy Representative of the Businesswoman, award given by the Mayor of Dorado Carlos López in Kissimmee.

2015. Winner of the Borinquén Award of the Osceola Puerto Rican Parade, and her representation as Marshall.

2015. Emotional Intelligence Award

2018. Paoli Awards

2019. Chosen as queen of the Puerto Rican parade in Kissimmee

2021. Dove of Peace Award for contribution to humanitarian causes

2022. Florida Lideres Award granted by the Latin Food Festival

2023. Women of Impact Recognition

Biografía Sylvette Santos

La empresaria Sylvette Santos cuenta con más de 27 años de experiencia en el turismo y el mercado de bienes raíces en la Florida Central, donde se ha convertido en una de las personalidades de mayor influencia por su trabajo de excelencia en nuestra comunidad.

Su profesionalismo, carisma y solidaridad la han puesto en un sitio favorito y de prestigio dentro del mundo de los negocios en la Florida y Puerto Rico.

Originaria de Bayamón y criada en Dorado Puerto Rico.

Siguiendo su gran visión empresarial emprendió su camino a Florida, en 1995, donde logró cumplir su gran sueño con Sylvette Vacations Homes (SVH), ante el crecimiento del mercado inmobiliario en la Florida Central.

Graduada de Mercadeo, de la Universidad Interamericana de Puerto Rico, y una carrera como agente de bienes raíces. Sylvette Santos ha cultivado clientes leales y quienes han sido su mejor referencia en la industria para sus nuevos clientes.

"Estoy muy contenta por todo lo que hemos conseguido, han sido años de gran lucha, mucho trabajo, pero ha valido la pena. Seguimos creciendo y cumpliendo esos sueños a miles de personas que buscan nuestra empresa en Orlando".

SVH bajo el lema "Lo único que falta es usted, Santos se encarga de todos los detalles que la empresa ofrece, y dando énfasis que su equipo de profesionales se encargara de servir y que todo estará listo a su gusto.

La empresa está dedicada a la administración de propiedades de casas vacacionales, ofreciendo este servicio a los dueños que no residen en el área y puedan contar con este servicio profesional.

Además, nuestra compañía asesora a las familias que buscan mudarse a la Florida Central, y los asistimos con todos los pasos para encontrar su primera casa de alquiler, o quienes decidan comprar, dependiendo de las exigencias de cada cliente.

Nos especializamos en complacer los pedidos de nuestros clientes- visitantes o turistas que buscan un sitio acogedor y que llene sus expectativas para disfrutar de las mejores vacaciones con sus familias, al encontrar esa casa vacacional ideal según sus necesidades y además brindando información adicional sobre atracciones y paquetes turísticos a alcance de su bolsillo.

"Queremos que nuestros turistas disfruten al máximo sus vacaciones y que su experiencia sea placentera y única, eso incluye una buena estadía con comodidades para toda su familia, precisó Santos.

Su deseo de servir y satisfacer las necesidades de sus clientes con excelencia, poniendo lo mejor de ella y planificando todo los detalles de lo que puede ser una nueva casa, una estadía en las casas vacacionales, el manejo de propiedades y hasta la compra de propiedades para inversionistas.

"Me encanta poner todo de mí, cuando voy a ayudar a alguien a cumplir su deseo de venir a Orlando o Kissimmee de vacaciones, o quien desea comprar su casa aquí, hay muchas formas de ayudar a la gente, a mí me gusta darles ese trato personal, que sientan que juntos podemos lograr lo que ellos quieren. Nuestra empresa cuenta con el personal bilingüe y capacitado para dirigir a nuestros clientes que luego se convierten en amigos nuestros, y nuestra mayor satisfacción es darles ese servicio de excelencia que cada persona se merece", expresó la empresaria.

From: [Austin Blake](#)
To: [kissimmeefl_board_2696093832_b92546e15a21190c6c5c_22904393@use1.mx.monday.com](#); [CITY CLERK](#)
Subject: Sylvette Santos
Date: Monday, April 3, 2023 3:12:24 PM
Attachments: [AdvisoryBoardMemberApplication.pdf](#)
[Biografia Sylvette Santos.pdf](#)

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

A new advisory board application for Sylvette Santos has been submitted. The application has requested to serve on the following boards: Pension Board - Fire.

Name	: Sylvette, Santos
Address	: 2407 Josefina Drive, Kissimmee, FL, 34744, United States
Phone	: 4079080949
Email	: sylvettevh@gmail.com
Name of Employer	: Sylvette Santos
Are you a resident of the City of Kissimmee?	: Yes, I live in the City of Kissimmee
Do you own/operate a business in the City of Kissimmee?	: Yes, I own/operate a business in the City of Kissimmee
Legal Name of Business Owned by Applicant	: Sylvette Vacation Homes
Address of Business Owned by Applicant	: 1627 E. Vine St, suite 135, Kissimmee, FL, 34741
Please select all advisory boards you wish to serve on:	: Pension Board - Fire
Please select your highest level of education you have obtained.	: Associate degree
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	: Meals on Wheels/ Food Drive Covid-19 Premio Paloma de la Paz 2003. National Hispanic Achievers 2004. Empresaria del Año con el Coquí de Oro 2004. Premio Juan Ponce de León 2010. Ganadora al Premio Mujeres que hacen la Diferencia del diario La Prensa Orlando- 2011. Mujer Propietaria de Negocios de la Puertorrican Chamber of Commerce 2015. Mujer Empresaria del Año con el Premio Mujeres que hacen la Diferencia del diario La Prensa Orlando. 2015. Se le entregó una proclamacion de la Ciudad de Dorado al ser reconocida como una Digna Representante de la Mujer de Negocios, premio entregado por el Alcalde de Dorado Carlos López en Kissimmee. 2015. Ganadora del Premio Borinquén del Desfile Puertorriqueño de Osceola, y su representación como Marshall. 2015. Premio Intelligence Emotional 2018. Premios Paoli 2019. Escojida como reina de la parada puertorriqueña en Kissimmee 2021. Premio Paloma de La Paz por contribución de

Do you have any special skills or certifications?

Please attach your resume or proof of qualification and/or licenses.

enter your full name

causas humanitarias

2022. Florida Lideres Award otorgado por el

Festival de Latín Food

2023. Reconocimiento Mujeres de Impacto

: Business Real State

Notary

Property management

Part of Hispanic Business Council Board of Director

Founder of Professional Business Woman

organization

: Biografia_Sylvette_Santos.pdf

: Sylvette Santos

Entre su cartera de clientes cuentan: artistas, políticos, religiosos, celebridades, profesionales de negocios, directivos, representantes de organizaciones, entre ellos: jugadores de grandes ligas de Los Bravos de Atlanta y Los Astros de Houston, participantes de Ligas de baseball aficionado de países como República Dominicana, Puerto Rico y otros. Equipos de softball de la Policía Nacional de Republica Dominicana y la Liga Malio Bobadilla.

SVH administra propiedades en Orlando, Kissimmee, Celebration, Poinciana y Puerto Rico. (Quiero verificar donde están los sitios de casas vacacionales)

Envolvimiento en la Comunidad

Santos no solo se ha dedicado a su negocio, ha contribuido con varias organizaciones comunitarias, es miembro activo de varias entidades comerciales de la Florida y es voluntaria en obras caritativas Entre ellas: La Cámara de Comercio Hispana de Metro Orlando (HCCMO); miembro de la Junta Directiva del Concilio Hispano de Negocios de la Cámara de Comercio de Kissimmee/Osceola; miembro fundadora de Asociación de Mujeres Hispanas Profesionales y de Negocios (HAPBWA), colaborando también con el Osceola Council of Aging y otros.

Preocupada por la niñez, la juventud y sobre todo el bienestar de la mujer, pilar de las familias. Santos aboga por causas sociales diciendo presente y ayudando como voluntaria de programas de ayuda para programas contra la violencia doméstica, adicción de drogas, ayuda a damnificados, entre otros.

Reconocimientos

2003. National Hispanic Achievers

2004. Empresaria del Año con el Coquí de Oro

2004. Premio Juan Ponce de León

2010. Ganadora al Premio Mujeres que hacen la Diferencia del diario La Prensa Orlando-

2011. Mujer Propietaria de Negocios de la Puertorrican Chamber of Commerce

2015. Mujer Empresaria del Año con el Premio Mujeres que hacen la Diferencia del diario La Prenda Orlando.

2015. Se le entregó una proclamacion de la Ciudad de Dorado al ser reconocida como una Digna Representante de la Mujer de Negocios, premio entregado por el Alcalde de Dorado Carlos López en Kissimmee.

2015. Ganadora del Premio Borinquén del Desfile Puertorriqueño de Osceola, y su representación como Marshall.

2015. Premio Intelligence Emotional

2018. Premios Paoli

2019. Escojida como reina de la parada puertorriqueña en Kissimmee

2021. Premio Paloma de La Paz por contribución de causas humanitarias

2022. Florida Lideres Award otorgado por el Festival de Latín Food

2023. Reconocimiento Mujeres de Impacto

Exhibit "B"
Item 9.A. Hear the City Manager
Hand Out for PARAB Items

9.A.

4/04/2023

Ratification by the City Commission of the Parks & Recreation Advisory Board actions from their December 14, 2022, and February 8, 2023, meetings which were invalid due to lack of quorum. Specifically, the approval of Fee Waiver Grant Periods II & III for the following:

- Osceola Kowboy Banquet \$2,061.
- Cuban Sandwich Festival \$1,800.
- Team Kareem - \$630.
- CAFA AWARDS Banquet - \$1039.50
- Jurassic Jungle \$2,100.
- Puerto Rican Parade / Festival \$1,500.
- Osceola Youth & Family Summit \$2,400.

Ratification of the approval of a Community Benefit Grant in the amount of \$2,000 to Women Encouraging Women to Sponsor 80 graduating Seniors to attend Bush Gardens.

Exhibit "C"
Item 9.A. Hear the City Manager
Letters from Robin Wright and Albert Dorsey

Exhibit "C"

1333 Mill Creek Place
Kissimmee, Florida 34744

April 4, 2023

City Commission Members
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

Dear Kissimmee City Commission Members:

The purpose of this letter is to formally request your consideration in allowing us to stay as members of the Parks & Recreation Advisory Board. Albert Dorsey has been a member of the Board since 2006, and Robin Wright joined in 2007.

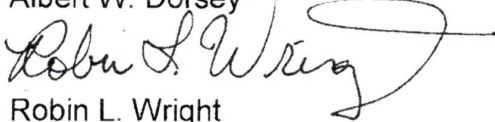
Hurricane Ian visited our city last year and, unfortunately, flooded our neighborhood and home. It has taken us six months to repair the house and move back in. During that time we lived in multiple locations while the remediation and then later reconstruction of the house was going on. Also during this time we were unable to attend the Advisory Board meetings. The rules of the Board state that any member who misses three meetings in a calendar year must reapply to the board, hence this letter and request to be reconsidered as member of the Board.

We have greatly enjoyed being a part of the Parks & Recreation Advisory Board and assisting, in a small way, this fine city. We hope that you will consider our request favorably.

Sincerely,



Albert W. Dorsey



Robin L. Wright

ITEM 7.B

Authorization to negotiate a Continuing Service Agreement for Construction and Renovation Services on a Task Authorization Basis

Request

Approve selection committee's recommendation to authorize staff to negotiate an agreement with the ten qualified firms selected for construction and renovation services on a task authorization basis.

Explanation

Public Works & Engineering requested the Purchasing Division to solicit proposals for the purpose of selecting experienced and qualified companies to provide construction and renovation services on a task authorization basis. The selected firms will work to provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance, and other essential services to provide general contracting services for the City on a task authorization basis for the duration of the resulting agreement.

RFP 2023-002 was issued and fourteen (14) firms submitted proposals. The selection committee met on March 24, 2023 to evaluate and score the proposals. The consensus of the selection committee was to request the City Commission to authorize staff to enter into negotiations with ten (10) firms. Below are the selected firms in order of rank:

1. Balfour Beatty
2. Arnco
3. Votum Construction
4. MVB & Associates
5. Cathcart Construction
6. Grove
7. Sequel Developers
8. 8-Koi
9. SIWEL Inc.
10. Associated Cost Engineers

The contracts will be awarded for a three (3) year term to begin upon approval and execution by the City, with the opportunity for additional one (1) year or two (2) year renewal periods, when in the best interest of the City. Total contract length, including all renewals shall not exceed five (5) years. The decision to renew or extend the contract shall be at the discretion of the City.

Recommendation

Request Commission approve the selection committee's recommendation and authorize staff to negotiate an agreement with the top ten (10) ranked firms, Balfour Beatty, Arnco Construction, Votum Construction, MVB & Associates, Cathcart Construction, Grove Construction, Sequel Developers, 8-Koi, SIWEL Inc., and Associated Cost Engineers.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

City of Kissimmee

Attachment(s):

1. Notice of Shortlist RFQ2023-002



**PURCHASING OFFICE
101 CHURCH STREET
KISSIMMEE, FL 34741**

NOTICE: SHORTLIST RESULTS

Date: March 24, 2023

To: All Proposers on Record

Issued By: Debbie Luke, Procurement Coordinator

Subject: RFQ2023-002 Construction and Renovation Services on a Task Authorization

Notice of Shortlist is hereby given the results of the Evaluation Committee Meeting.

1. Balfour Beatty
2. Arnco
3. Votum Construction
4. MVB & Associates
5. Cathcart Construction
6. Grove
7. Sequel Developers
8. 8-Koi
9. SIWEL Inc
10. Associated Cost Engineers

ITEM 7.C

Interlocal Agreement Between Osceola County and City of Kissimmee Relating to the Transfer of the Jurisdiction of Certain Public Roads.

Request

Staff requests approval of the Interlocal Agreement with Osceola County and the City related to the transfer of jurisdiction of certain public roads, and authorization for the City Manager to sign the deeds necessary for the transfer, process and execute any other documents needed for the annexation of the roads into the City.

Explanation

This Interlocal Agreement (ILA) between the City and County is to transfer to one another certain roads where the ownership, operation, maintenance, and control over the road would be more efficient and cost effective to the community if the other entity is made responsible. The City will take over Neptune Rd. from the railroad track crossing to Lind Ave., Central Ave. from US 192 to Donegan Ave, and Carroll St. from John Young Pkwy. west to the end of the County with maintenance responsibility of approximately 1,300 feet west of John Young Pkwy. The County will take over Hoagland Blvd. from 5th St. to US 192.

This ILA is intended solely to address the transfer of the subject segments of the street system from the County to the City, and vice-versa for purposes of operation and maintenance, and/or to act as an acknowledgment by the parties of such transfer upon the effective date of this ILA. This ILA does not impact law enforcement authority to enforce traffic laws along these roads. Upon final execution of the ILA by both parties, the parties will execute and record the deeds legally finalizing the transfer of such roads to the other entity.

Recommendation

Staff recommends approval of this Interlocal Agreement and authorization for the City Manager to execute the corresponding deeds, and other documentation which may be necessary to effectuate the transfer of the roads.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter:

Attachment(s):

1. (S) Interlocal Agreement Road Swap FINAL

**INTERLOCAL AGREEMENT BETWEEN OSCEOLA COUNTY AND CITY OF
KISSIMMEE RELATING TO TRANSFER OF CERTAIN PUBLIC ROADS
JURISDICTION**

THIS INTERLOCAL AGREEMENT between Osceola County, Florida a political subdivision of the State of Florida, its successors and assigns (hereinafter referred to as "County") through its Board of County Commissioners and the City of Kissimmee, Florida, a municipal corporation, its successors and assigns, (hereinafter referred to as "City"), (both collectively referred to as "Parties"); each represent as follows:

"WITNESSETH"

WHEREAS, the County has authority pursuant to Section 125.01, Florida Statutes, to enter into agreements; and

WHEREAS, the City has authority pursuant to Section 166.021, Florida Statutes, to enter into agreements; and

WHEREAS, all roads which are open and available for use by the public and dedicated to public use, according to law or by prescription, are declared to be and established as, pursuant to Section 335.01(1), Florida Statutes, public roads; and

WHEREAS, a "road" is defined by Section 334.03(22), Florida Statutes, as "a way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges tunnels and viaducts necessary for the maintenance of travel...";

WHEREAS, the term "road" as defined by Section 334.03(22), Florida Statutes, also implicitly includes, but is not limited to, curbs, guardrails, landscaping, and traffic control devices (such as signals and signs); and

WHEREAS, according to Section 335.01(2), Florida Statutes, public roads are divided into four systems: (1) the "county road system"; (2) the "city street system"; (3) the "State Highway System"; and (4) the "State Park Road System;" and

WHEREAS, the "county road system" is defined by Section 334.03(8), Florida Statutes, as "all collector roads in the unincorporated areas of a county and all extensions of such collector roads into and through any incorporated areas, all local roads in the unincorporated areas, and all urban minor arterial roads not in the State Highway System"; and

WHEREAS, the "city street system" is defined by Section 334.03(3), Florida Statutes, as "all local roads within a municipality, and all collector roads inside that municipality, which are not in the county road system"; and

WHEREAS, pursuant to Section 335.0415(2), Florida Statutes, any change of the jurisdiction of a public road after July 1, 1995, that is a part of a county road system or a city street system is governed by Section 335.0415(3), Florida Statutes, which provided that public

roads may be transferred between those jurisdictions only by mutual agreement of those local governmental entities; and

WHEREAS, the City desires to own (or accept dedication of, whatever the case may be), operate, maintain, control, and have responsibility over the local County roads known as Neptune Road from the railroad track crossing to Lind Avenue; and

WHEREAS, the City desires to own (or accept dedication of, whatever the case may be), operate, maintain, control, and have responsibility over the local County road known as Central Avenue from US 192 to Donegan Avenue; and

WHEREAS, the City desires to own (or accept dedication of, whatever the case may be), operate, maintain, control, and have responsibility over the local County roads known as Carroll Street from John Young Parkway west to the end of County maintenance responsibility approximately 1,300 feet west of John Young Parkway; and

WHEREAS, the County desires to own (or accept dedication of, whatever the case may be), operate, maintain, control, and have responsibility over the local City road known as Hoagland Boulevard from 5th Street to US 192; and

WHEREAS, this Interlocal Agreement is intended solely to address (i) the transfer of the subject segment of Neptune Road from the County's road system to the City's city street system for purposes of operation and maintenance, and/or to act as an acknowledgment by the City of its jurisdiction and authority to operate and maintain such roads upon the effective date of this Interlocal Agreement, (ii) the transfer of the subject segment of Central Avenue from the County's road system to the City's city street system for purposes of operation and maintenance, and/or to act as an acknowledgment by the City of its jurisdiction and authority to operate and maintain such roads upon the effective date of this Interlocal Agreement, (iii) the transfer of the subject segment of Carroll Street from the County's road system to the City's city street system for purposes of operation and maintenance, and/or to act as an acknowledgment by the City of its jurisdiction and authority to operate and maintain such roads upon the effective date of this Interlocal Agreement, and (iv) the transfer of the subject segments of Hoagland Boulevard from the City's street system to the County's road system for purposes of operation and maintenance, and/or to act as an acknowledgment by the County of its jurisdiction and authority to operate and maintain such roads upon the effective date of this Interlocal Agreement; and

WHEREAS, this Interlocal Agreement is not intended to apply and shall not be construed as applying to the subject of which party has jurisdiction to control traffic at intersections and along such roads (see Section 316.006, Florida Statutes); and

WHEREAS, this Interlocal Agreement is also not intended to apply and shall not be construed as applying to the subject of which law enforcement authority (the City's Police Department or the Osceola County Sheriff's Office) has jurisdiction to enforce traffic laws along such roads (see Section 316.640, Florida Statutes); and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Jurisdiction of Neptune Road, Central Avenue, Carroll Street, and Hoagland Boulevard; Scope; Limitations.

A. The County hereby transfers to the City, and the City hereby accepts and acknowledges jurisdiction over, the local road known as Neptune Road that portion being from the railroad track crossing to Lind Avenue, as graphically shown in Exhibit "A" attached hereto ("Neptune Road").

B. The City's jurisdiction to operate and maintain Neptune Road means the authority and responsibility to maintain, control, repair, or improve such roads, as the term "road" is defined by Section 334.03(22), Florida Statutes, and to regulate, warn, or guide traffic on such roads, regardless of any future alteration, realignment, construction, extension, widening, or renaming of such roads. Neptune Road is therefore deemed to be a part of the City's "city street system" for purposes of operation and maintenance. Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity has been waived, liability for torts shall be in the City. Also pursuant to Section 337.29(3), Florida Statutes, except as otherwise provided by law or this Interlocal Agreement, the City shall have the same governmental, corporate, and proprietary powers with relation to Neptune Road that the City has with relation to other public roads and rights-of-way within the City.

C. More specifically the City is responsible to take the road segment and all associated drainage appurtenances serving this segment of roadway and offsite drainage collected by the roadway drainage system. City maintenance responsibility ends at MH-3 as shown in Exhibit "D" attached hereto.

D. The County shall notify, and City shall participate in notification, the Florida Department of Transportation of the transfer of ownership and maintenance responsibility for Bridge# 924166 – Neptune Road over Neptune Canal, pursuant to Section 335.074(3)(b), Florida Statutes, within 90 days of the effective date of this interlocal agreement. The City shall accept maintenance responsibility for Bridge# 924166 – Neptune Road over Neptune Canal, pursuant to Section 335.074, Florida Statutes.

E. The County hereby transfers to the City, and the City hereby accepts and acknowledges jurisdiction over, the local road known as Central Avenue that portion being from US 192 to Donegan Avenue, as graphically shown in Exhibit "A" attached hereto ("Central Avenue").

F. The City's jurisdiction to operate and maintain Central Avenue means the authority and responsibility to maintain, control, repair, or improve such roads, as the term "road" is defined by Section 334.03(22), Florida Statutes, and to regulate, warn, or guide traffic on such roads, regardless of any future alteration, realignment, construction,

extension, widening, or renaming of such roads. Central Avenue is therefore deemed to be a part of the City's "city street system" for purposes of operation and maintenance. Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity has been waived, liability for torts shall be in the City. Also pursuant to Section 337.29(3), Florida Statutes, except as otherwise provided by law or this Interlocal Agreement, the City shall have the same governmental, corporate, and proprietary powers with relation to Central Avenue that the City has with relation to other public roads and rights-of-way within the City.

G. More specifically the City is responsible to take the road segment and all associated drainage appurtenances serving this segment of roadway and offsite drainage collected by the roadway drainage system, as shown in Exhibit "E" attached hereto.

H. The County shall notify, and City shall participate in notification, the Florida Department of Transportation of the transfer of ownership and maintenance responsibility for Bridge# 924203 – N Central Over Otter Canal, pursuant to Section 335.074(3)(b), Florida Statutes, within 90 days of the effective date of this interlocal agreement. The City shall accept maintenance responsibility for Bridge# 924203 – N Central Over Otter Canal, pursuant to Section 335.074, Florida Statutes.

I. The County hereby transfers to the City, and the City hereby accepts and acknowledges jurisdiction over, the local road known as Carroll Street that portion being from John Young Parkway west to the end of County maintenance responsibility approximately 1,300 feet west of John Young Parkway, as graphically shown in Exhibit "A" attached hereto ("Carroll Street").

J. The City's jurisdiction to operate and maintain Carroll Street means the authority and responsibility to maintain, control, repair, or improve such roads, as the term "road" is defined by Section 334.03(22), Florida Statutes, and to regulate, warn, or guide traffic on such roads, regardless of any future alteration, realignment, construction, extension, widening, or renaming of such roads. Carroll Street is therefore deemed to be a part of the City's "city street system" for purposes of operation and maintenance. Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity has been waived, liability for torts shall be in the City. Also pursuant to Section 337.29(3), Florida Statutes, except as otherwise provided by law or this Interlocal Agreement, the City shall have the same governmental, corporate, and proprietary powers with relation to Carroll Street that the City has with relation to other public roads and rights-of-way within the City.

K. More specifically the City is responsible to take the road segment and all associated drainage appurtenances serving this segment of roadway and offsite drainage collected by the roadway drainage system, as shown in Exhibit "F" attached hereto.

L. The City hereby transfers to the County, and the County hereby accepts and acknowledges jurisdiction over, the local road known as Hoagland Boulevard from

5th Street to US 192 as graphically shown in Exhibit "A" attached hereto ("Hoagland Boulevard").

M. The County's jurisdiction to operate and maintain Hoagland Boulevard means the authority and responsibility to maintain, control, repair, or improve such roads, as the term "road" is defined by Section 334.03(22), Florida Statutes, and to regulate, warn, or guide traffic on such roads, regardless of any future alteration, realignment, construction, extension, widening, or renaming of such roads. Hoagland Boulevard is therefore deemed to be a part of the County's " local road system for purposes of operation and maintenance. Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity has been waived, liability for torts shall be in the County. Also pursuant to Section 337.29(3), Florida Statutes, except as otherwise provided by law or this Interlocal Agreement, the County shall have the same governmental, corporate, and proprietary powers with relation to Hoagland Boulevard that the County has with relation to other public roads and rights-of-way within the County.

N. More specifically the County is responsible to take the road segment and all associated drainage appurtenances serving this segment of roadway and offsite drainage collected by the roadway drainage system. This excludes the double 54" culverts under the City of Kissimmee Trail, and the bypass drainage collection system at 5th street, as shown in Exhibit "G" attached hereto. The City shall provide drainage and maintenance easements over the stormwater treatment ponds receiving runoff from that portion of Hoagland Blvd transferred to the County, as shown on Exhibit "G".

3. Dedication and Acceptance; Deed; Vesting of Title.

A. *Dedication and Acceptance.* For any portions of Neptune Road, Central Avenue, and Carroll Street that were dedicated and that the County accepted, the County hereby dedicates such portions to the City, and the City hereby accepts such dedication. For any portions of Hoagland Boulevard that were dedicated and that the City accepted, the City hereby dedicates such portions to the County, and the County hereby accepts such dedication.

B. *Deed.* The County shall execute, record, and deliver to the City a County deed in favor of the City substantially in the form attached hereto as Exhibit "B" for those portions of Neptune Road, Central Avenue, and Carroll Street that the County holds, or may hold, in fee title, which portions are graphically shown in Exhibit "A". The City shall execute, record, and deliver to the County a deed in favor of the County substantially in the form attached hereto as Exhibit "C" for that portion of Hoagland Boulevard that the City holds, or may hold, in fee title, which portions are graphically shown in Exhibit "A". Simultaneously upon conveyance the City of Kissimmee will provide the County drainage and maintenance easements over the outfall pipe and pond west of Hoagland as shown graphically on Exhibit G.

C. *Vesting of Title.* Upon the recording of the County Deed pursuant to subsection 3.B, title in Neptune Road, Central Ave, and Carroll Street shall vest in the City pursuant to Section 337.29(3), Florida Statutes. Upon the recording of the Special Warranty Deed from the City pursuant to subsection 3.B, title in Hoagland Boulevard shall vest in the County pursuant to Section 337.29(3), Florida Statutes.

4. Annexation. The City shall annex the Roadway Segment into the City and the County will cooperate and consent if needed to effectuate the annexation.

5. Miscellaneous.

A. *Validity.* The County and the City each represents, warrants, and covenants to and with the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. Furthermore, the County and the City each represents, warrants and covenants to and with the other that this Interlocal Agreement has been validly approved by its respective governing body, and that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against each party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereby by the other party hereto).

B. *Ambiguities.* Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with their respective legal counsel prior to its execution, such that all language and wording herein shall be construed equally against the parties.

C. *Headings.* The headings or captions of sections or subsections used in this Interlocal Agreement are merely for the convenience of the parties for reference only and are not intended to define or limit their contents, nor are they intended to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement.

D. *Severability.* The provisions of this Interlocal Agreement are declared by the parties to be severable only to the extent that the remaining provisions can effectuate the purpose and intent of the parties.

E. *Governing Law; Venue; Attorney's Fees and Costs.*

(1) This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida.

(2) Venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Osceola County, Florida.

(3) In the event a party deems it necessary to take legal action to enforce any provisions of this Interlocal Agreement, each party shall bear its own attorney's fees and costs at both the trial and appellate levels.

CITY OF KISSIMMEE

Mayor

Date: _____

ATTEST:

Deputy City Manager/City Clerk

**OSCEOLA COUNTY BOARD OF
COUNTY COMMISSIONERS**

Chairman / Vice Chairwoman

Date: _____

ATTEST:

Clerk of the Board



- City Limits
- County to KSM
- KSM to County

Exhibit A

EXHIBIT B

This Instrument Prepared by and Return to:

**Office of County Attorney
Attn: Shannon M. Charles, Esq.
Assistant County Attorney
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741**

Property Appraiser's Parcel ID:

COUNTY DEED

THIS DEED, made by Osceola County, a charter County and Florida political subdivision of the State of Florida, whose mailing address is 1 Courthouse Square, Suite 4200, Kissimmee, Florida, 34741, hereinafter referred to as Grantor, and _____, hereinafter referred to as Grantee,

WITNESSETH, that the said Grantor, for and in consideration of the sum of \$10.00, to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, his heirs and assigns forever, the following described land, lying and being in Osceola County, Florida, to wit:

(see Exhibit 'A')

Subject to easements and restrictions of record.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice-Chair of said Board, on the _____ day of _____, 20__.

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: _____
Chair /Vice-Chair

**ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD**

By: _____
Clerk/Deputy Clerk of the Board

As authorized for execution at the
Board of County Commissioners meeting of: _____

EXHIBIT C

THIS INSTRUMENT PREPARED BY AND
SHOULD BE RETURNED TO:
OFFICE OF THE CITY ATTORNEY
CITY OF KISSIMMEE
101 CHURCH ST.
KISSIMMEE, FLORIDA 34741

Property Appraisers Parcel Number:

CITY DEED

THIS DEED made this ____ day of _____, 2023, by the City of Kissimmee, a Municipal Corporation, whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter referred to as “Grantor”) and Osceola County, a subdivision of the State of Florida, whose address is 1 Courthouse Square, Kissimmee, FL 34741 (hereinafter referred to as “Grantee”) to:

WITNESSETH, that the said Grantor, for and in consideration of the sum of \$10.00, to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, his heirs and assigns forever, the following described land, lying and being in Osceola County, Florida, to wit:

See Exhibit “A” attached hereto and incorporated herein (the “Property”).

TO HAVE AND TO HOLD, the same in fee simple forever, subject to restrictions and easements of record.

IN WITNESS WHEREOF, the Grantor has caused these premises to be executed in its name by the City Commission of the City of Kissimmee.

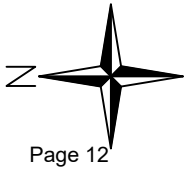
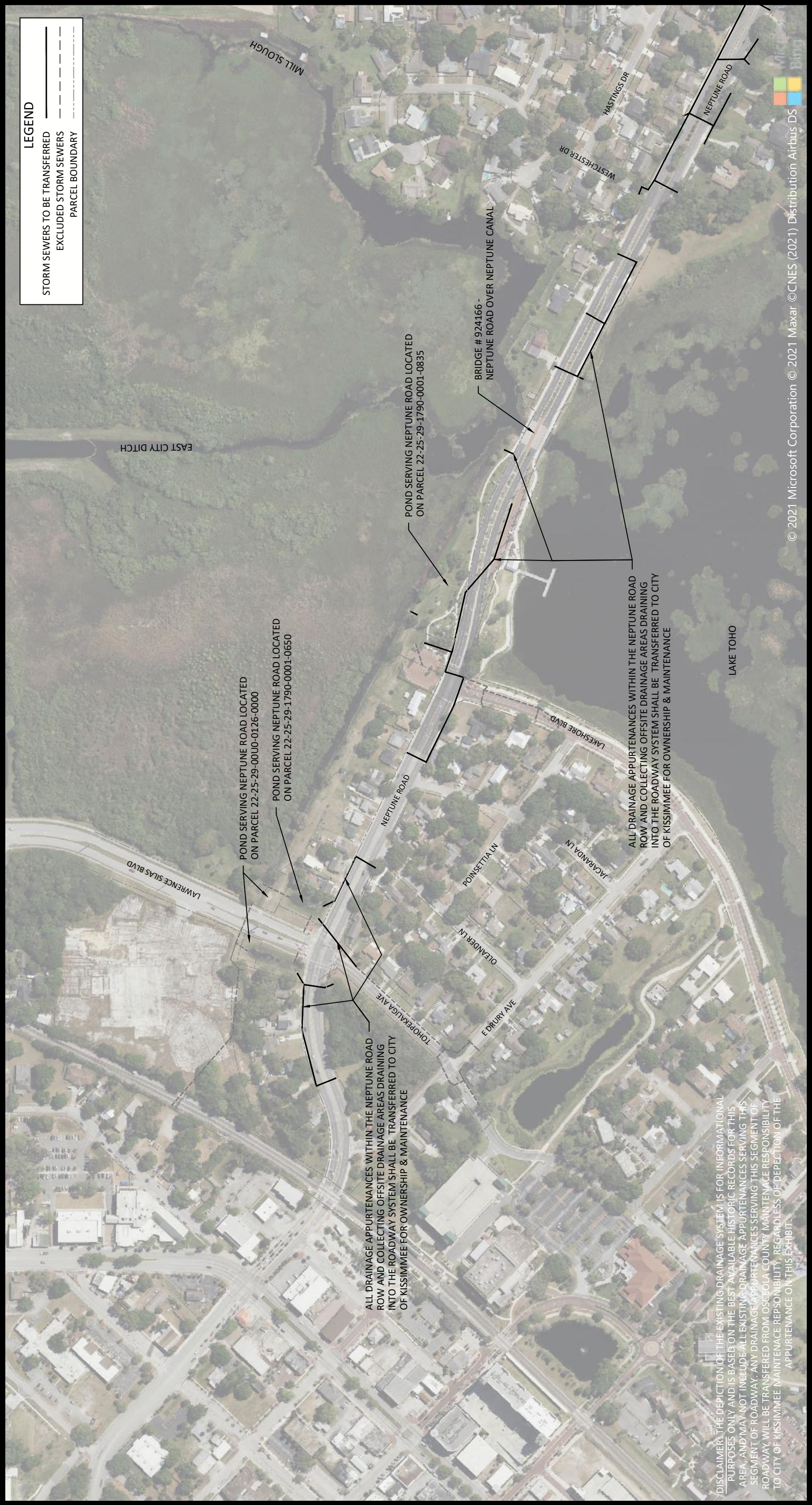
Attest:

CITY OF KISSIMMEE:

City Clerk

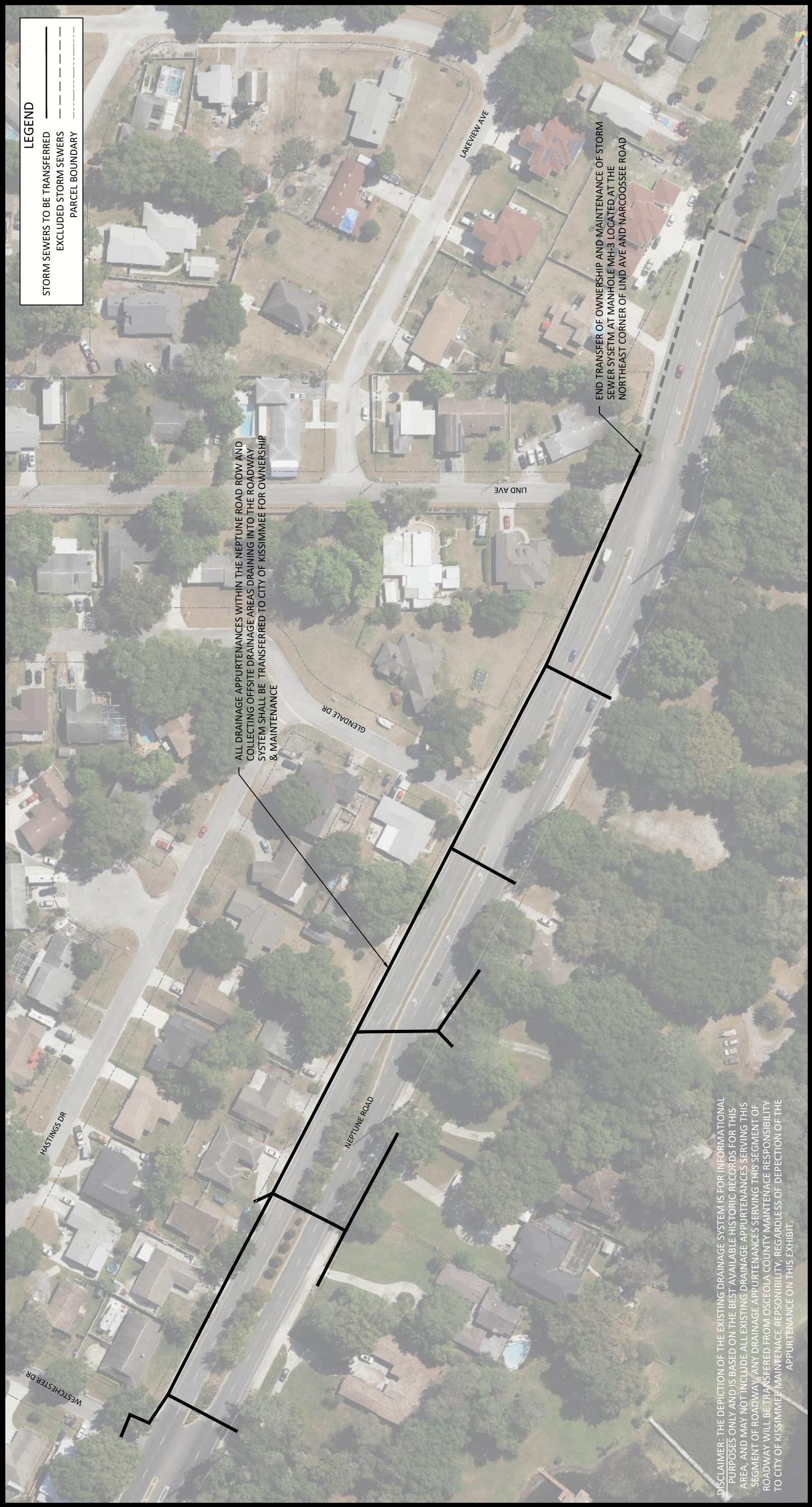
By: Mayor or Vice Mayor

(SEAL)



Osceola County Public Works Department

EXHIBIT D NEPTUNE RD STORM SEWER SYSTEM TRANSFER



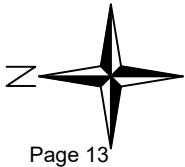
LEGEND

STORM SEWERS TO BE TRANSFERRED

EXCLUDED STORM SEWERS

PARCEL BOUNDARY

DISCLAIMER: THE DEPICTION OF THE EXISTING DRAINAGE SYSTEM IS FOR INFORMATIONAL PURPOSES ONLY AND IS BASED ON THE BEST AVAILABLE HISTORIC RECORDS FOR THIS AREA, AND MAY NOT INCLUDE ALL EXISTING DRAINAGE APPURTENANCES SERVING THIS SEGMENT OF ROADWAY. ANY DRAINAGE APPURTENANCES SERVING THIS SEGMENT OF ROADWAY WILL BE TRANSFERRED FROM OSCEOLA COUNTY MAINTENANCE RESPONSIBILITY TO CITY OF KISSIMMEE MAINTENANCE RESPONSIBILITY, REGARDLESS OF DEFECTION OF THE APPURTENANCE ON THIS EXHIBIT.



Osceola County
Public Works Department

EXHIBIT D
NEPTUNE RD STORM
SEWER SYSTEM TRANSFER

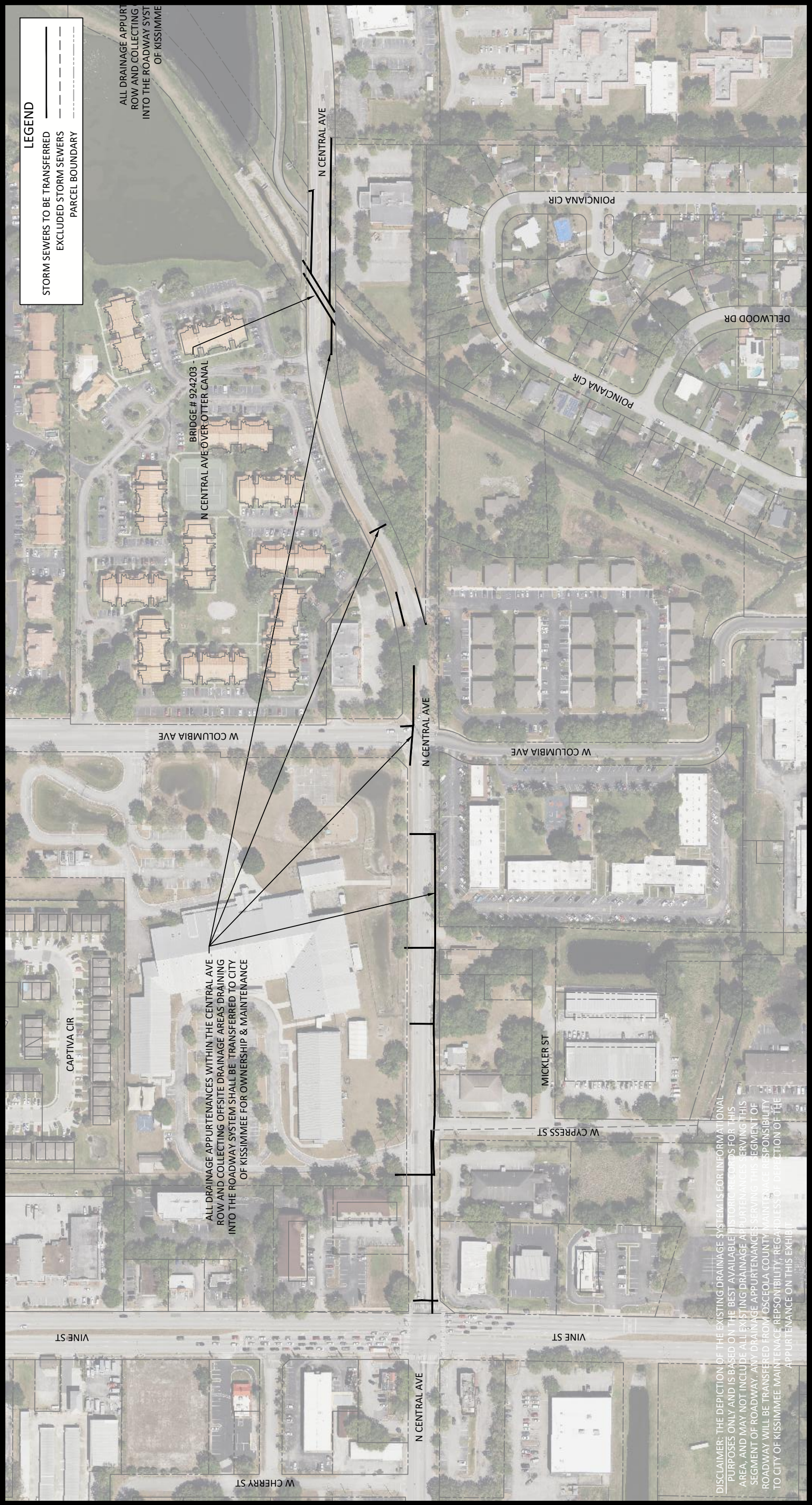
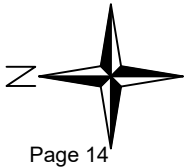
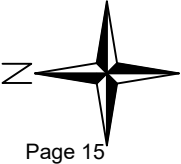
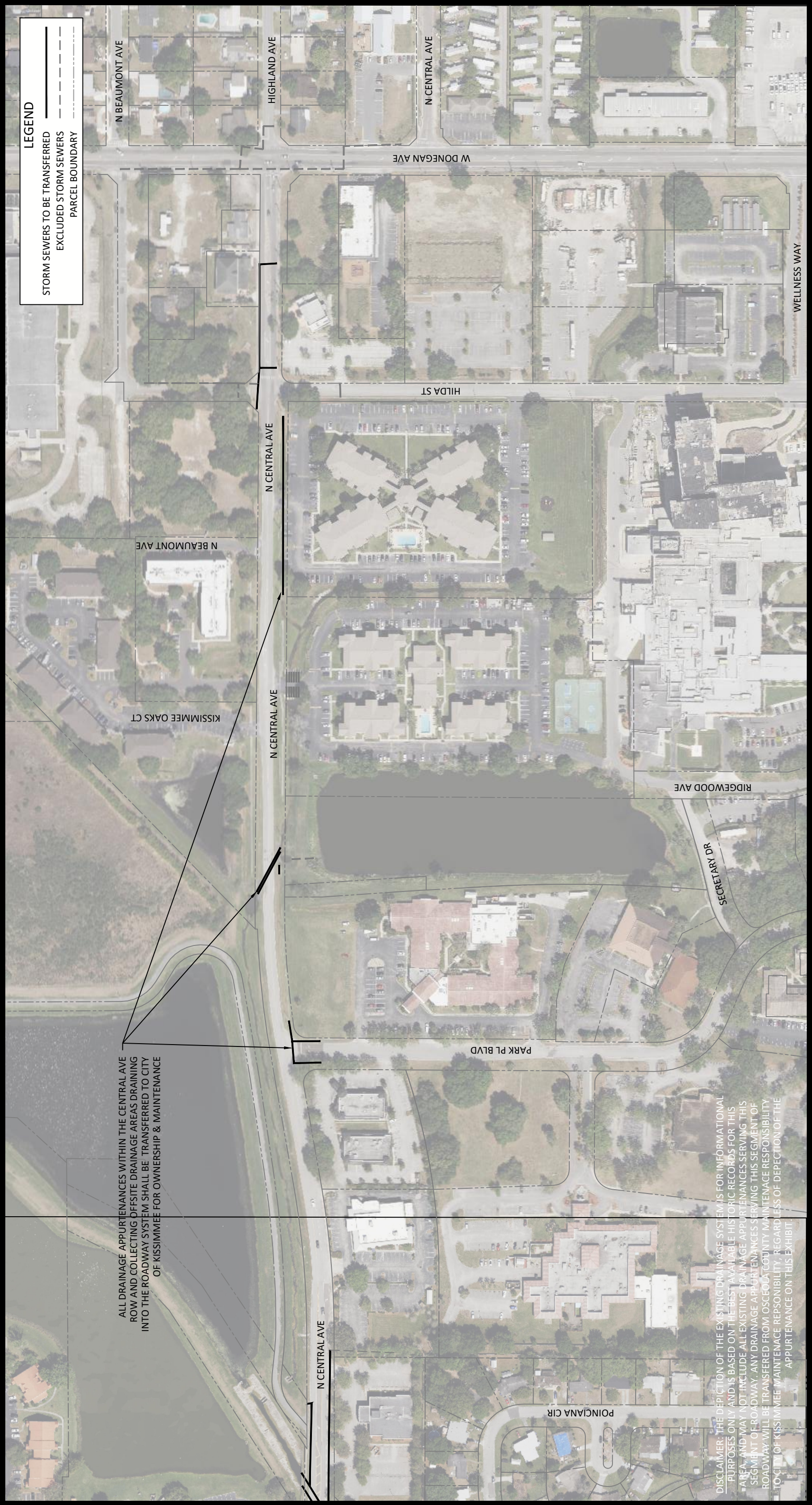


EXHIBIT E
CENTRAL AVE STORM
SEWER SYSTEM TRANSFER



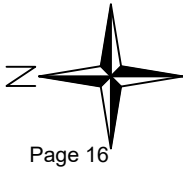
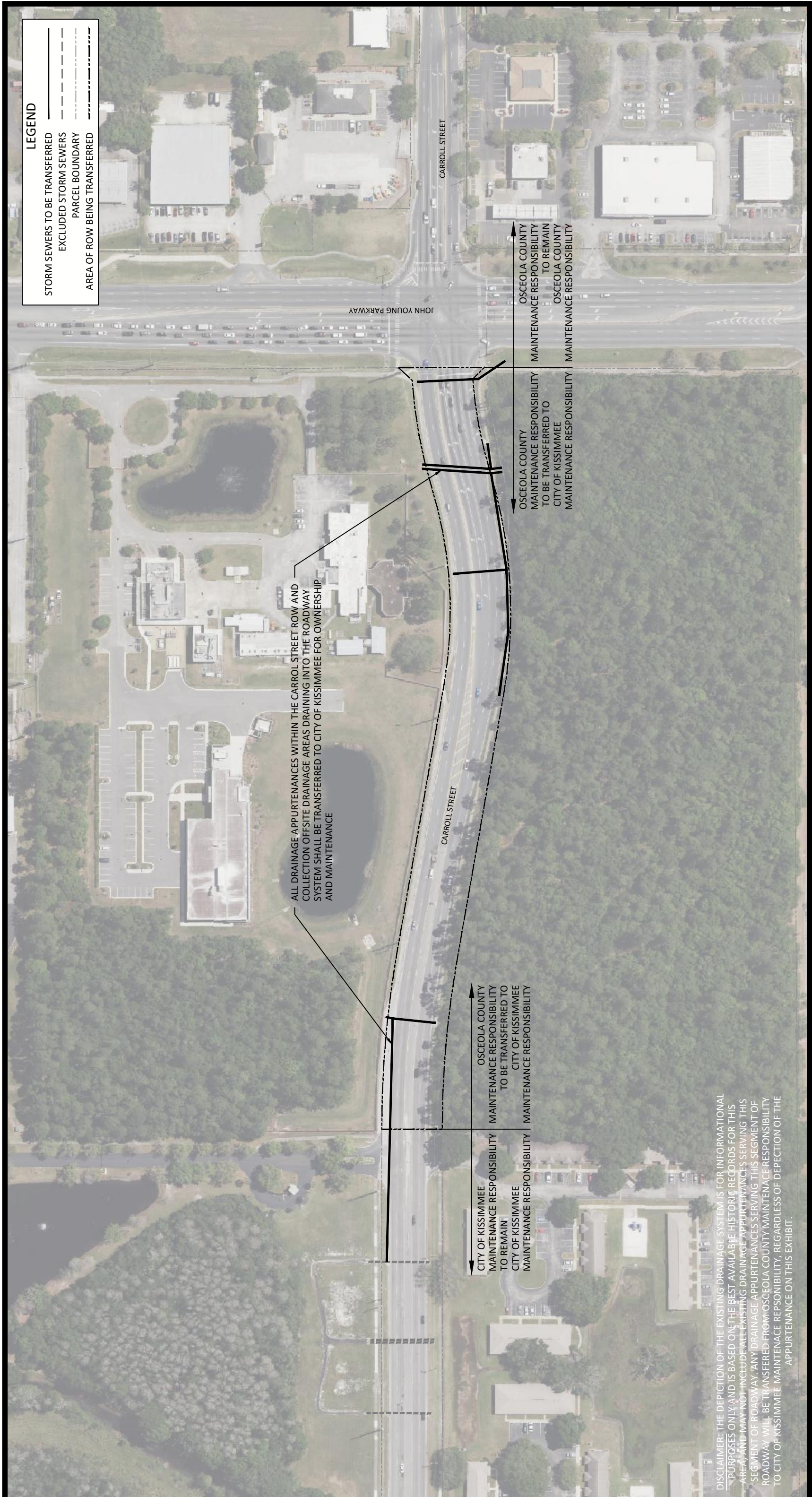
Osceola County
Public Works Department





Osceola County Public Works Department

EXHIBIT E CENTRAL AVE STORM SEWER SYSTEM TRANSFER



Osceola County Public Works Department

EXHIBIT F CARROL ST STORM SEWER SYSTEM TRANSFER

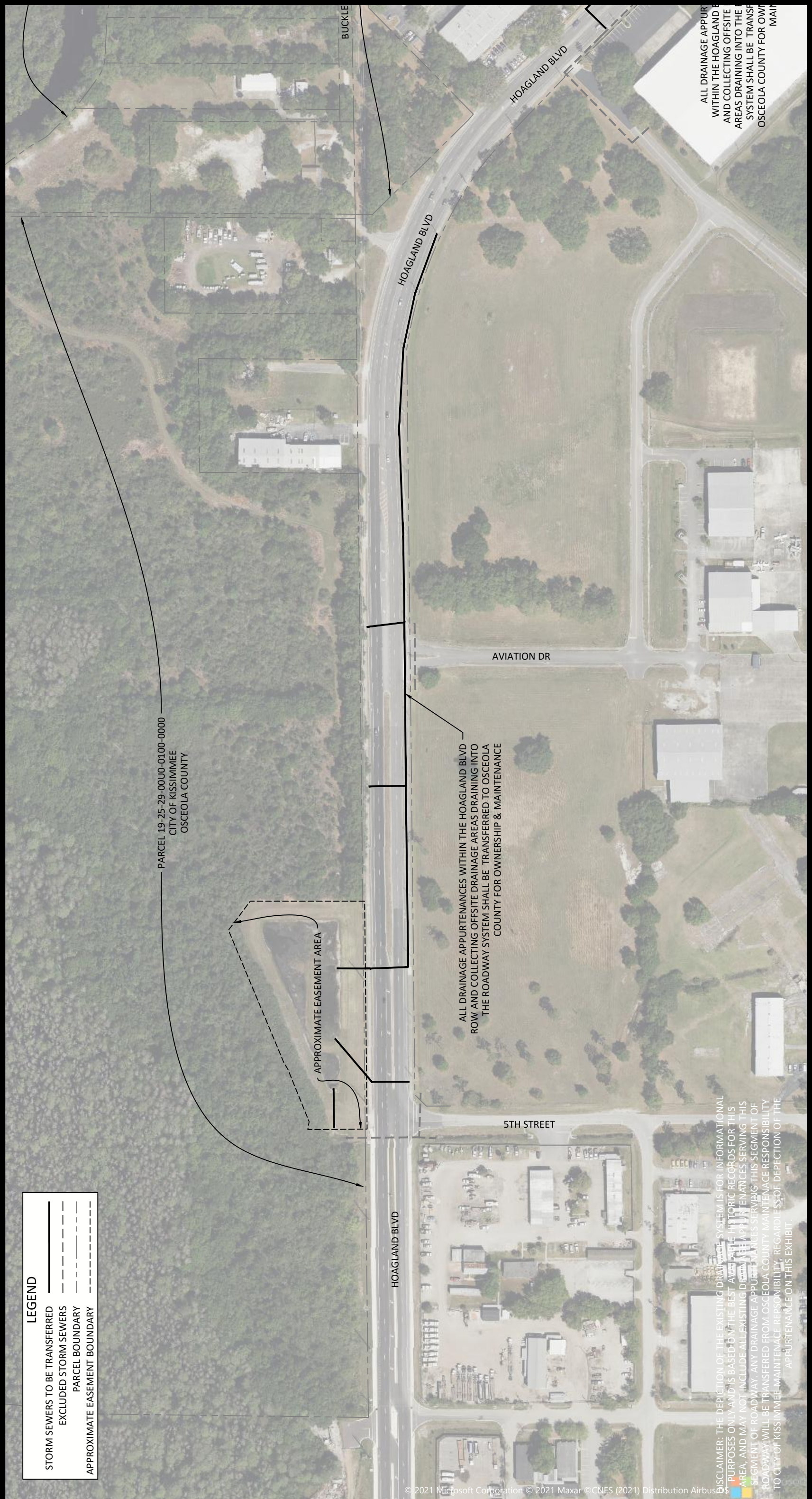
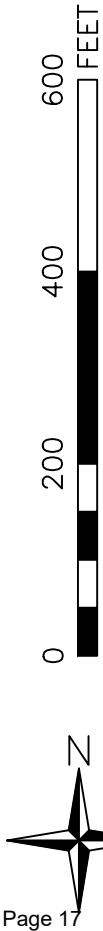


EXHIBIT G

HOAGLAND BLVD STORM
SEWER SYSTEM TRANSFER
& EASEMENT DEDICATION



Osceola County
Public Works Department



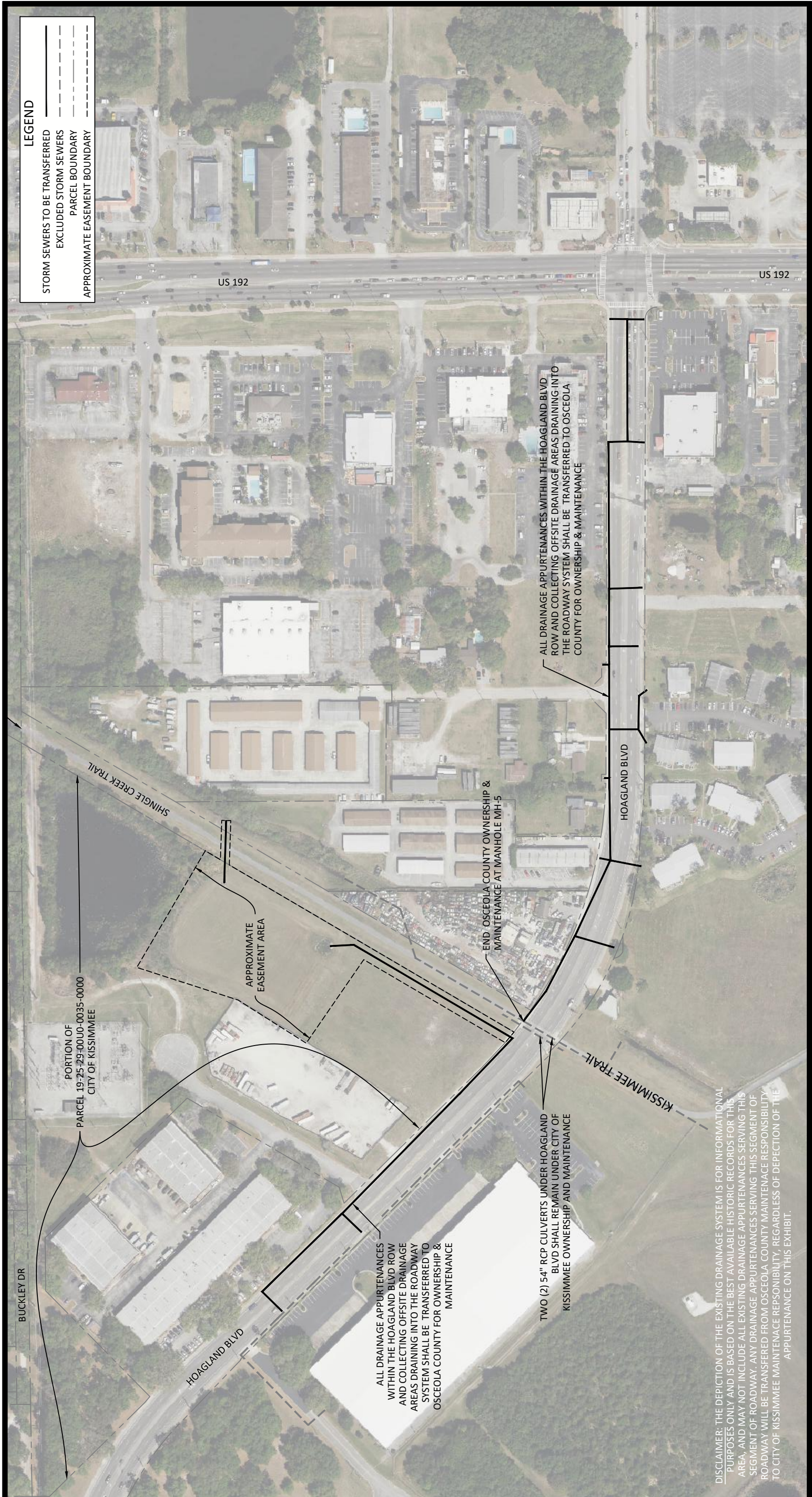
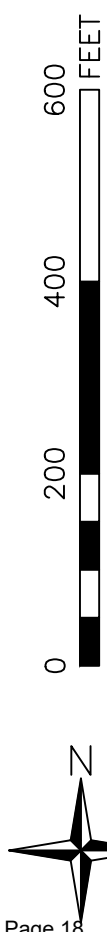


EXHIBIT G

HOAGLAND BLVD STORM
SEWER SYSTEM TRANSFER
& EASEMENT DEDICATION



Osceola County
Public Works Department



ITEM 7.D

Agreement with Universal Protection Services to Provide Security Services for City Facilities

Request

Request approval of a five-year agreement with Universal Protection Services under a State of Florida Contract for various security services at City of Kissimmee facilities and venues.

Explanation

To provide a safe, secure, and productive environment for public meetings and/or events at various City facilities or venues, the City wishes to engage Universal Protection Services to provide various levels of security services.

The proposed agreement is based on the use of a State of Florida Contract for such services and is for an initial term of five (5) years. The City will pay the contractor pro rata for all services rendered.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00110103-503434			\$9,000	

Financial Summary:

Adequate funds are available within the contract services account for this agreement.

Recommendation

Approval of a five-year agreement with Universal Protection Services to provide security services for the City of Kissimmee.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter:

Attachment(s):

1. (S) Allied Security Cooperation Purchasing Agreement

COOPERATIVE PURCHASE AGREEMENT
between
CITY OF KISSIMMEE
and
UNIVERSAL PROTECTION SERVICE

THIS AGREEMENT is made this 21 of March, 2023 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose principal address is 101 Church Street, Kissimmee, Florida 34741, hereinafter “**CITY**” and, **UNIVERSAL PROTECTION SERVICE, LLC d/b/a ALLIED UNIVERSAL SECURITY SERVICES, LLC**, whose principal address is 1551 North Tustin Avenue, Suite 650, Santa Ana, California 92705, hereinafter “**CONTRACTOR**” and each represents as follows:

WITNESSETH

WHEREAS, The **CITY** desires to retain the services of a competent and qualified **CONTRACTOR** to provide professional services related to security screening for public meetings, and events as needed by the **CITY**; and

WHEREAS, The **CITY** has determined that it is in its best interest to make a cooperative purchase, utilizing the State of Florida State Term Contract number 92121500-20-1, effective March 09, 2020, through March 08, 2025, titled “Security Guard Services”, which was competitively solicited for and negotiated by the State of Florida, attached hereto as Exhibit “A” incorporated herein and hereinafter referred to as “**MASTER AGREEMENT**” and

WHEREAS, the **CONTRACTOR** has exhibited by its response to the solicitation that it is capable of providing the required services.

NOW THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and specifically incorporated herein.

SECTION 2. TERM. The term of this Agreement shall begin on March 21, 2023 and continue through March 8, 2025.

SECTION 3. PRODUCTS AND PRICING. The **CONTRACTOR** will provide products and pricing as specified in Exhibit “B” attached hereto and made a binding part hereof. The **CITY** shall pay **CONTRACTOR** in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. **CONTRACTOR** shall not apply any late charges, interest or penalties to any invoice or charges for services

until 30 days from the CITY'S receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

SECTION 4. CONTRACT PROVISIONS. The parties hereto agree to be bound by all of the terms and conditions of the MASTER AGREEMENT, unless otherwise modified or specified herein by this COOPERATIVE PURCHASE AGREEMENT.

SECTION 5. NOTICE. The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

CITY: City of Kissimmee
 101 Church Street
 Kissimmee, FL 34741

CONTRACTOR: Universal Protection Service, LLC d/b/a Allied Universal
 Security Services, LLC
 1551 North Tustin Avenue, Suite 650
 Santa Ana, California 92 705

SECTION 6. APPLICABLE LAW, VENUE, JURY TRIAL. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 7. MODIFICATION. The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 8. CONFLICT. To the extent that any conflict shall arise between the CITY Purchase Order or this Agreement and the terms and conditions of the MASTER AGREEMENT, the terms and conditions of this COOPERATIVE PURCHASE Agreement and/or the CITY Purchase Order shall prevail.

SECTION 9. FUND AVAILABILITY AND USE OF CONTRACTOR. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole

discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 10. EMPLOYMENT VERIFICATION (E-FERIFY). In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed, by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program. (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 11. SOVEREIGN IMMUNITY. The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or - contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 12. JOINT AUTHORSHIP. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 13. EQUAL OPPORTUNITY EMPLOYER. The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 14. AUDITING, RECORDS, AND INSPECTION. In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY, and shall be retained by the CONTRACTOR for

a period of three years after termination or completion of the Agreement, or until the full City audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act; Chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 15. PROJECT MANAGERS. The CITY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this, Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the CITY. If the CITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The CITY will notify the CONTRACTOR, in writing, if the current CITY Project Manager is replaced by another individual.

A. The CITY Project Manager's contact information is as follows:

Austin D. Blake, Assistant City Manager
City of Kissimmee
101 Church Street, Suite 500
Kissimmee, Florida 34741
Phone: (407) 518-2319
Email: austin.blake@kissimmee.gov

B. The CONTRACTOR'S Project Manager's contact information is as follows:

Jon Brumer, Service Manager
Universal Protection Service, LLC d/b/a Allied Universal Security
Services, LLC
851 Trafalgar Court, Suite 150W
Maitland, Florida 32751
Phone: (321) 408-9097
Email: Jon.Brumer@aus.com

SECTION 16. PUBLIC EMERGENCIES. It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Kissimmee shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Kissimmee are protected from any emergency situation that threatens public health and safety as determined by the CITY. The CONTRACTOR agrees to rent/sell/lease all goods and services

to the CITY or governmental entities on a "first priority" basis. The CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the CITY with products and/or services not under this Agreement, the CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency hurricane, tornado, flood, or other acts of God. The CONTRACTOR's emergency response will be governed in accordance with the State of Florida Department of Management Services contract number 92121500-20-1, and the approved State of Florida Department of Management Services contract's emergency response bill rates.

SECTION 17. PUBLIC RECORDS.

Pursuant to Section 119.0701(2)(a) the following applies to this contract for services:

The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the CITY, as provided under section 119-011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(l)(c), Florida Statutes, and any other applicable legal and equitable remedies.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS at **407-518-2308**, cityclerkemail@kissimmee.gov, 101 Church Street, Kissimmee, Florida 34741.

SECTION 18. TERMINATION. Either party may terminate this Agreement, with or without cause, given sixty (60) days written notice to the other party.

SECTION 19. SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE. This Agreement may be terminated by the CITY, without penalty to the CITY, i) in the event that CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes, or ii) if the CITY determines that CONTRACTOR falsely certified to the CITY that CONTRACTOR is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes. Certification is set forth in Exhibit "C", which is attached hereto and made a binding part hereof.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement effective the later of the dates that each party signed this agreement.

CITY OF KISSIMMEE

Mayor-Commissioner

Attest:

City Clerk

Approved as to form & legality:

City Attorney

CONTRACTOR



Andrew Daniels
Vice President Business Development



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

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC** (Contractor), collectively referred to herein as the “Parties.”

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

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

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

II. Renewal Term.

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

III. Contract.

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

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

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

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

IV. Contract Management.

Department's Contract Manager:

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

Contractor's Contract Manager:

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

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

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

STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES

Tami Fillyaw
Chief of Staff

Date:

Date:

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

IV. Contract Management.

Department's Contract Manager:

Frank Miller

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360.9X

Tallahassee, Florida 32399-0950

Telephone: (850) 488-8855

Email: Frank.Miller2@dms.myflorida.com

Contractor's Contract Manager:

Taylor McDonald

Universal Protection Service, Inc.

d/b/a Allied Universal Security

851 Trafalgar Court, Suite 150 W

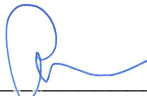
Maitland, FL 32751

Telephone: (954) 415-7419

Email: Taylor.McDonald@aus.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

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



Andrew Daniels
Vice President

March 5, 2020

Date:

STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES

DocuSigned by:


Tami Fillyaw
Chief of Staff

3/9/2020 | 3:49 PM EDT

Date:

Attachment B

Scope of Work (SOW)

1. Purpose

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

2. Commodity Code List

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

3. Overview

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

4. Operational Hours

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

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

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

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

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

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

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

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

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

5. Licensing Requirements/Eligibility Criteria

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

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

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

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

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

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

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

6. Position Descriptions

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

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

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

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

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

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

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

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

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

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

7. Tasks/Deliverables

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

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

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

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

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

8. Hiring Standards/Maintaining Employment

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

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

- 8.1.1. Must possess a state issued identification card.

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

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

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

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

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

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

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

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

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

9. Service Level Agreements

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

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

9.2 The Contractor shall:

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

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

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

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

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

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

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

10. Customer Service

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

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

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

11. Contractor Inspections

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

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

12. Uniforms and Equipment

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

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

- 12.2 If the Customer requires a nonuniformed Security Guard, the Customer may also choose to waive the name badge requirement for those Security Guards.
- 12.3 Security Guards shall be equipped with redundant communication equipment, furnished by the Contractor, to be able to communicate with their supervisor, their home office, 911, the local police, and the Customer's Contract Manager.
- 12.4 Keys or access cards to the Customer's property may be issued to Security Guards by the Customer for specific sites. The Contractor is responsible for securing and maintaining the keys or access cards in good working condition. Customers will replace lost keys or access cards at the Contractor's expense. Reports will be written by (Security Guard) on all lost keys or access cards.
- 12.5 Ancillary security vehicles, as set forth in Attachment H – Cost Proposal and Section 14 herein, requested by Customer are to be owned or leased, licensed, and insured by the Contractor. Vehicles used by the Contractor operated on Customer's premises shall prominently display the company's name and telephone number on the exterior of the vehicle. Security vehicles offered by the Contractor shall be operational, kept clean, in good repair, and well maintained at all times. The Customer shall not be responsible for any costs associated with Contractor's upkeep of the security vehicle(s). Parking terms for any security vehicles will be set forth in the Customer's SLA. The following insurance terms and conditions are applicable to Contractor service vehicles offered to Customers through a Contract with the Department to provide ancillary service vehicles.
- 12.5.1. Automobile Liability Insurance:
Contractor shall obtain and maintain automobile liability insurance, including coverage for liability contractually assumed, which shall cover all owned, non-owned, and hired autos used in connection with this Contract. The minimum combined limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$500,000 for each occurrence-bodily injury and property damage combined and \$5,000 medical payment.
- 12.5.2. Self-Insurance:
For any insurance coverage required hereby, Contractor may use a self-insurance program, provided such program has received prior written approval of the Department.
Insurance coverage as minimum liability:
Bodily injury - \$500,000 per individual
Bodily injury - \$1,000,000 per accident
Property Damage - \$1,000,000
Comprehensive - Non Deductible
Collision - Non Deductible

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

13. Training

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

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

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

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

13.4 Mandatory Guard and Supervisor Training

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

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

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

13.5 Mandatory On-Going Guard Training

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

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

13.6 Vehicle Operating Training

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

14. Ancillary Equipment

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

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

15. Background Screening and Record Retention

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

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

15.1 Self-Disclosure

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

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

15.2 Duty to Provide Secure Data

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

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

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

15.4 Record Retention

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

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

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

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

16. Staff Assignments

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

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

17. Staffing Requirement and Security Guard Turnover Rate

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

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

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

18.Coverage

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

19.Security Guard Supervision

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

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

20.Reporting and Documenting Procedures

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

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

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

21. Contractor's Responsibilities

21.1 Administration

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

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

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

21.2 Holidays

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

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

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

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

21.3 Routine Communications

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

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

21.4 Contract Reporting

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

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

21.5 MFMP Transaction Fee Report

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

21.6 Quarterly Sales Reports

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

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

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

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

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

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

21.7 Diversity Report

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

21.8 Ad-hoc Report

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

21.9 Business Review Meetings

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

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

21.10 Financial Consequences

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

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

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

21.11 Price Adjustments

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

Series ID	Product
561612561612	Security guards and patrol services

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

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

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

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

Where:

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

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

Z = percent change in PPI

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

21.12 Contract Transition

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

21.13 Purchasing Card

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

SPECIAL CONTRACT CONDITIONS JULY 1, 2019 VERSION

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

SECTION 1. DEFINITION.

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

1.1 Customer.

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

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

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

2.2 Renewal.

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

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

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

2.3.2 Termination for Convenience.

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

2.3.3 Termination for Cause.

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

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

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

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

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

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

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

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

3.3 Payment Invoicing.

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

3.4 Purchase Order.

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

3.5 Travel.

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

3.6 Annual Appropriation.

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

3.7 Transaction Fees.

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

3.8 Taxes.

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

3.9 Return of Funds.

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

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

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

4.2 Notices.

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

4.3 Department's Contract Manager.

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

Department's Contract Manager Name

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

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

4.4 Contractor's Contract Manager.

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

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

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

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

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

4.5.2 Diversity Reporting.

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

4.6 RESPECT.

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

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

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

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

4.7 PRIDE.

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

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

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

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

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

5.2 Dispute Resolution, Governing Law, and Venue.

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

5.3 Department of State Registration.

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

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

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

5.5 Scrutinized Companies - Termination by the Department.

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

5.6 Cooperation with Inspector General and Records Retention.

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

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

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

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

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

6.3 Independent Contractor.

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

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

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

6.4.2 Rejected Commodities.

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

6.5 Safety Standards.

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

6.6 Ombudsman.

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

6.7 Time is of the Essence.

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

6.8 Waiver.

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

6.9 Modification and Severability.

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

6.10 Cooperative Purchasing.

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

SECTION 7. LIABILITY AND INSURANCE.**7.1 Workers' Compensation Insurance.**

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

7.2 General Liability Insurance.

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

7.3 Florida Authorized Insurers.

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

7.4 Performance Bond.

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

7.5 Indemnification.

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

7.6 Limitation of Liability.

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

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

8.1 Public Records.

8.1.1 Termination of Contract.

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

8.1.2 Statutory Notice.

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

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

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

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

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

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

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

8.2.2 Public Records Requests.

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

8.2.3 Indemnification Related to Confidentiality of Materials.

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

8.3 Document Management.

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

8.4 Intellectual Property.

8.4.1 Ownership.

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

8.4.2 Patentable Inventions or Discoveries.

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

8.4.3 Copyrightable Works.

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

SECTION 9. DATA SECURITY.

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

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

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

10.2 Lobbying.

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

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

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

10.3.2 Use of Customer Statements.

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

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

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

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

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

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

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

11.3 Performance Delay.

11.3.1 Notification.

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

11.3.2 Liquidated Damages.

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

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

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

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

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

12.2 Payment Audit.

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

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

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

13.2 E-Verify.

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

13.3 Disqualifying Offenses.

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

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

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

13.4 Confidentiality.

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

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

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



Security Guard Services

Request for Proposals, No. 92121500-19-A

Addendum No. 6 – RFP Timeline Revision

Contained herein are revisions to the RFP Timeline. The Department hereby amends RFP No. 92121500-19-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. The information included in this addendum is now made part of this RFP No. 92121500-19-A solicitation. Please Note: This Addendum No. 6 does not need to be returned with a vendor's proposal.

1. RFP No. 92121500-19-A is hereby amended as follows:

Timeline of Events

The table below contains the Timeline of Events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and noticed on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Timeline of Events		
Events	Event Time	Event Date
Solicitation posted on the VBS and in MFMP Sourcing		September 30, 2019
Deadline to submit questions in MFMP Sourcing	2:00 P.M.	October 8, 2019
Department's anticipated posting of answers		November 19, 2019
Deadline to submit Proposal and all required documents in MFMP Sourcing	2:00 P.M.	December 3, 2019
Public Opening 4050 Esplanade, Suite 380K Tallahassee, FL 32399-0950	2:01 P.M.	December 3, 2019
Anticipated period of formal evaluations conducted		December 16, 2019 – January 13, 2020
Anticipated date to post Notice of Intent to Award		February 4, 2020 February 10, 2020
Anticipated Contract start date		March 3, 2020

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.



Security Guard Services

Request for Proposals, No. 92121500-19-A

Addendum No. 5 – RFP Timeline Revision

Contained herein are revisions to the RFP Timeline. The Department hereby amends RFP No. 92121500-19-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. The information included in this addendum is now made part of this RFP No. 92121500-19-A solicitation. Please Note: This Addendum No. 5 does not need to be returned with a vendor's proposal.

1. RFP No. 92121500-19-A is hereby amended as follows:

Timeline of Events

The table below contains the Timeline of Events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and noticed on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Timeline of Events		
Events	Event Time	Event Date
Solicitation posted on the VBS and in MFMP Sourcing		September 30, 2019
Deadline to submit questions in MFMP Sourcing	2:00 P.M.	October 8, 2019
Department's anticipated posting of answers		November 19, 2019
Deadline to submit Proposal and all required documents in MFMP Sourcing	2:00 P.M.	December 3, 2019
Public Opening 4050 Esplanade, Suite 380K Tallahassee, FL 32399-0950	2:01 P.M.	December 3, 2019
Anticipated period of formal evaluations conducted		December 16, 2019 – January 13, 2020
Anticipated date to post Notice of Intent to Award		January 28, 2020 February 4, 2020
Anticipated Contract start date		March 3, 2020

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.



Security Guard Services

Request for Proposals, No. 92121500-19-A

**Addendum No. 4 – RFP Revisions and Questions and
Answers**

Contained herein are revisions to the RFP, attachments, and answers to the questions timely submitted to the Department of Management Services (Department). The Department hereby amends RFP No. 92121500-19-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. In the event of a conflict between information contained in RFP No. 92121500-19-A previously released on the Vendor Bid System on September 30, 2019, and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this RFP No. 92121500-19-A solicitation. Please Note: This Addendum No. 4 does not need to be returned with a Respondent's proposal.

1. RFP No. 92121500-19-A, Section 6. Basis of Award, first paragraph is hereby amended as follows:

a. 6. Basis of Award

Contract(s) will be awarded to the responsible and responsive Vendor(s) per region that are determined to be the most advantageous to the state with the highest total final score **for a region**. The highest total final score will be determined by combining the average of the evaluator technical scores and the cost proposal score **for a region**. The Department reserves the right to issue multiple awards in a region to Respondents whose total final score is within 20% of the highest total final score for that region. The Department will consider the total cost for each year of the Contract, including initial and renewal years as submitted by the Respondent.

2. Attachment C - Scope of Work (SOW) is hereby amended as follows:

a. Subsection 4.2

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

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

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

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

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

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

b. Subsection 4.3

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

c. Subsection 5.7

All unarmed and armed Security Guards must notify the Contractor in writing within one (1) day if they no longer have a valid, active license necessary to provide Security Guard Services.

Upon such notification, the Contractor will arrange for a ~~new armed replacement~~ Security Guard to provide Security Guard Services for the impacted Customers within a time frame mutually agreed upon by the Contractor and the Customer.

d. Section 6. Position Descriptions

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

e. Subsection 6.1

Security Guard Level I: An unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and a minimum of one (1) year prior experience as a Class "D" licensed Security Guard Officer is required. A one (1) year background in law enforcement may be substituted for prior years of experience.

f. Subsection 6.7

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

g. Subsection 7.9.8.

Assist the Customer's personnel in emergency situations as identified by the Customer. If an emergency extends beyond the normal working hours, the Security Guard will be paid for additional hours at the standard rate of pay unless the work performed in the emergency situation exceeds 40 hours and such overtime has been authorized by the Customer. Security Guards may be diverted by the Customer from normal assignment duties to respond to emergency situations or special duty assignments. No additional costs shall be charged to the Customer for such diversion of Security Guards for emergency situations; however, the Contractor will not be penalized for any regular daily work task not completed by the Security Guard due to their participation in such emergency activities.

h. Subsection 7.9.16

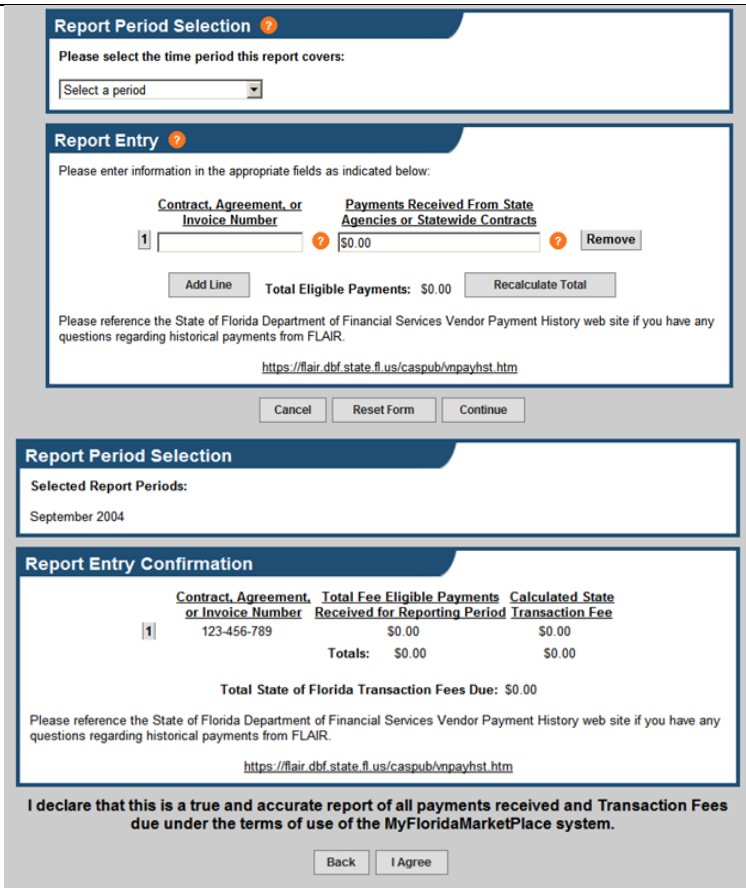
Where applicable, ensure availability of non-emergency Occasional Security Guards Levels I – VI as required for ~~special events and~~ situations where Customer provides Contractor with 24 hours advanced notice. Ensure availability of Emergency Response Security Guards in accordance with subsection 6.7. Ensure availability of Full-time and Part-time Security Guards Levels I – VI where Customer provides Contractor with 72 hours advanced notice.

- i. Subsection 7.9.17.
On-site Security Guards must be capable of responding to any on-site call received within five (5) minutes.
- j. Subsection 12.3
Security Guards shall be equipped with redundant communication equipment, furnished by the Contractor, to be able to communicate with their supervisor, their home office, 911, the local police, and the Customer's Contract Manager. This redundant communication equipment may include, but is not limited to:

Stationary Telephone
Cellular telephone with long distance calling capabilities
Two-Way Radio
Fax Machine
- k. Subsection 13.2
The Contractor shall provide a designated Training Coordinator to serve as a point of contact for Customer representatives to ensure adequate training is conducted for all the Contractor's personnel. The Training Coordinator position may be held by a branch trainer or account manager as appropriate to the Contractor size. All formal training of Security Guards is to be administered by an experienced individual with strong subject matter expertise, if required by the Customer, who is appropriately certified (by an accredited institution of learning or governmental/educational certification body) and experienced individual with strong subject matter expertise. All training will be at the sole cost and expense of the Contractor, unless stipulated otherwise in the Customer's SLA. The Training Coordinator is responsible for the following:
- l. Subsection 16.5
The Contractor shall provide coverage of additional shifts or special requests as approved by the Customer pursuant to this Section 5 at standard the applicable hourly billing rates unless the additional shifts or special requests results in working more than 40 hours per workweek and such overtime has been authorized by the Customer.
- m. Section 18. Coverage
Contractor is responsible for maintaining sufficient staffing to ensure Security Guards are available to work at the Customer's facility list as incorporated through the SLA. Customer's facility(ies) shall be staffed in accordance with the Customer's SLA. In the event there is no Security Guard available for any duty shift, the Contractor shall hire and pay an duly qualified off-duty Florida law enforcement officer to cover the shift at no additional cost to the Customer. An off-duty Florida law enforcement officer will provide services wearing a law enforcement issued uniform.

No.	Question	Answer
1.	What companies are currently vendors for these services outlined in RFP 92121500-19-A and what are their billing rates for "full time", "part time", and "occasional" for all regions?	Current Contractors for the Security Officers contract are: 1. Allied Universal Security Services 2. Dynamic Security, Inc. 3. G4S Secure Solutions (USA) Inc. 4. U.S. Security Associates, Inc. Current Contractor rates can be found on the Security Officer Services state term contract website: Security Officer Services - Pricing.
2.	Is there a set- aside to this RFP?	No. Reference RFP sub-section 3.2 Commitment to Diversity in Government Contracting.
3.	Attachment E - Should a respondent submit his prices to all regions, or can provide pricing for specific districts of his choice?	The Respondent may respond to one or more region(s). The Respondent is not required to respond to all regions. Reference RFP sub-section 6.2 Cost Proposal and Attachment H – Price Sheet instructions. The Department will not consider or evaluate a proposal for any region(s) that fails to provide pricing for all security guard positions, service lengths, and hours within in a region for both the Initial Term and Renewal Term.
4.	RFP file- section 3.2 - Is there a preferred score for a woman-, veteran-, and minority-owned business enterprises? If yes, is any action need to be taken?	See answer to Question 2.
5.	RFP file- section 4.3.1- 4.4 - Can the attachments be submitted as one file (as part of the main respondent proposal), or alternatively will the respondent will be given the option to upload each attachment separately when uploading the files?	Respondents should upload each attachment separately in MyFloridaMarketPlace Sourcing.
6.	Attachment F- what "VENDOR FEID MFMP LOCATION SEQUENCE NO" stands for? Where can I see the number associated with my company vendor account?	Vendor FEID MFMP Location Sequence No. stands for Vendor Federal Employer Identification Number MyFloridaMarketPlace Location Sequence Number. Vendors can see their MyFloridaMarketPlace Location Sequence Number on the location section of their Vendor Information Portal account.
7.	Attachment F- what "MFMP CATALOG" stands for?	MFMP Catalog stands for the MyFloridaMarketPlace Catalog. This is an electronic catalog that provides agency customers with direct access to State Term Contract and Alternate Contract Source Pricing within the State of Florida's eProcurement system.
8.	Can a respondent register an RFP mailing list, in order to	The Vendor Bid System and MyFloridaMarketPlace Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on commodity

	receive alerts about uploading files?	codes that are tied to a Vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a Vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to 'Join' the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding commodity codes to their business profile. Changes made in MFMP VIP, including new registrations, may take forty-eight (48) hours to take effect. The MFMP VIP can be accessed via this link: https://vendor.myfloridamarketplace.com/ For additional questions regarding MFMP, please contact the vendor help desk at: 1-866-352-3776.
9.	Attachment C- section - 13.2 – which certifications does a training coordinator has to possess?	See Addendum No. 4, 2.k., revised Attachment C – Scope of Work subsection 13.2 listed above.
10.	Attachment C- section 13.5- can a site supervisor do the 4-hour ongoing training?	The training requirements may be more specifically defined between the Contractor and the Customer in a Service Level Agreement.
11.	RFP file- section - 6.2- regarding the cost proposal - 400 Available Points- a. Will each region stand by its own evaluation and rating?	The Respondent shall be awarded up to 400 points for a region where the Respondent submitted all required pricing information for that region in the Cost Proposal.
	b. Can one region evaluation affect the evaluation of another region and hurt the chances of winning it?	No, see Addendum No. 4, 1.a., revised RFP Section 6 Basis of Award listed above.
12.	Who are the incumbent companies in each region?	See the answer to question 1.
13.	What is the incumbent companies' bill rates for each position in each region? (Long/short term, levels 1-6, full/part time)	See the answer to question 1.
14.	How many billable hours each region has in 2018?	The Department is not in possession of this information.
15.	Attachment C- section 21.5 MFMP Transaction Fee Report-	A Transaction Fee Report includes a vendor's business activity relating to the Contract and are completed and submitted using the MFMP online Billing and Collection System (BCS) in the Vendor Information Portal (VIP). Also see Rule 60A-1.031(2), Florida Administrative Code.

	a. what is the MFMP Transaction Fee Report?	
	b. can you please provide an example of this report and completed MFMP Transaction Fee Report from one of the incumbent?	
16.	Can you provide us with a completed quarterly sales report from one of the incumbent?	Yes, see Exhibit 1 of Addendum No. 4.
17.	What do we need to do/ fill-out in Exhibit A?	Service Level Agreement Exhibit A – Facility List is a document completed by the Contractor as part of a Service Level Agreement with a Customer.
18.	Will the state accept proposed exceptions or modifications to the contractual documents for review and consideration?	No. Please reference Attachment E – Responsive Requirements. Signature of the Attachment E – Responsiveness Requirements certifies that the Respondent accepts and will comply with all terms and conditions listed in the Draft Contract and the Special Contract Conditions and is in compliance with Section 9 of the PUR 1001 form as modified by the General Instructions section of the RFP. See also RFP subsection 4.1, General Instructions, modification of PUR 1001 Section 9, in submitting a response, each respondent understands, represents, and acknowledges the product offered by the Respondent will conform to the specifications without exception.

19.	What are the standard payment terms for the state, and can payment terms be negotiated in SLA's?	See Attachment B – Special Contract Conditions, Section 3, Payment and Fees. See also Attachment C – Scope of Work Section 9, Service Level Agreements. Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms shall not conflict with the terms and conditions established.
20.	Current Rates – Have the incumbent vendors received rates increase since the initial contract date? If so, can those rates be provided?	There have been no rate increases since the initial contracts were executed.
21.	Contractors right to termination – will the contractor have the right to terminate or suspend services due to issues such as non payment or circumstances beyond the contractors control?	The Department strongly encourages each Respondent to thoroughly review Attachment B – Special Contract Conditions and all other attachments in their entirety.
22.	Transaction Fees, Attachment B, 3.7 – Can you confirm that the transaction fee is 1% for services provided under this agreement?	Per chapter 2019-116, Laws of Florida, the transaction fee is seven-tenths of one (0.70%) percent for the 2019-2020 fiscal year only. The Legislature reviews this transaction fee annually and the fee may be subject to change.
23.	Attachment C, 4.3 – Can security officers exceed 40 hours per week if no overtime is billed?	All hours in excess of 40 hours per week are considered overtime. Security Guard Services will be provided in accordance with the requirements set forth in the RFP No. 92121500-19-A, including, but not limited to, compliance with the Fair Labor Standards Act as set forth in 29 U.S.C. Chapter 8. The hours needed per week will be more specifically defined between the Contractor and Customer. Also see Addendum No. 4, 2.b., revised Attachment C – Scope of Work subsection 4.3 listed above.
24.	Attachment C, 7.9.16 – Can you expound on this subject? Is there a limit to number of personnel that can be requested within 24 hours. Are these emergency situations able to be billed at overtime rates?	The state term contract does not have a cap for number of Emergency Response Security Guards or personnel that can be requested where the Contractor receives 24 hours advanced notice from the Customer. The Department cannot anticipate Customer needs, which may vary. The Contractor must provide services within the applicable timeframes which will be billed in accordance with the applicable submitted rates in accordance with Attachment C – Scope of Work subsection 17 and either the Attachment H – Cost Proposal or the Customer's SLA.
25.	Attachment C, 21.13 – What are the fees, if any,	The State of Florida currently contracts with the Bank of America for purchasing card services. The contract and pricing can be found here:

	associated with the purchasing card?	https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/purchasing_card_services/pricing
26.	Attachment J. Is this form required to be returned with our response? It is not included on the list of required documentation under Tab 1 or Tab 2 as a form to be submitted.	Attachment J – Preferred Pricing is not documentation submitted with a Respondent's proposal and is completed prior to execution of a contract with the Department and is submitted annually in accordance with Attachment B – Special Contract Conditions Section 3.
27.	Exhibit A. Please clarify the purpose of this form. Is this form required to be returned with our response? It is not included on the list of required documentation under Tab 1 or Tab 2 as a form to be submitted.	See the answer to Question 17.
28.	What major problem do we want to solve?	This question is unclear. RFP subsection 1.1 Objective contains the objective for RFP No. 92121500-19-A.
29.	What are specific requirements for this project?	See the Request for Proposals and Attachment C – Scope of Work.
30.	What specific experience do vendors need to have to qualify?	See to the response to Question 29.
31.	What are the scope priorities?	See to the response to Question 29.
32.	What role will pricing play in the final decision?	See Addendum No. 4, 1.a., revised RFP Section 6 Basis of Award listed above.
33.	What is your available budget?	This is a state term contract with no specified budget. See RFP subsections 1.1, Objective, and 1.2, Background Information.
34.	Can you provide a detailed on how many officers is required for this project?	See the Request for Proposals and Attachment C – Scope of Work. The specific Security Guard Services to be provided for a Customer will be more specifically defined between the Contractor and Customer.
35.	What can tactically go wrong?	The question is unclear.
36.	In which region will this project located?	The Respondent may submit a response to provide Security Guard Services in one or more region. The Respondent is not required to respond to all regions. See Attachment L – Region Map for a map of the regions.
37.	Does this bid have a mandatory set aside for M/WBE , DBE or SBE or is it just encouraged and the prime can elect not to have one.	See to the response to Question 2.
38.	Attachment B, 3.2.2 Preferred Pricing. Indicates "The Contractor guarantees that	Prices may only be adjusted pursuant to Attachment C – Scope of Work subsection 21.11, Price Adjustments.

	the pricing indicated in this Contract is a maximum price.” Will the State permit changes to bill rates when mandated minimum/living wage changes become effective in the various state, county, city or other agencies using this contract?	
39.	Attachment B, 3.4 Purchase Order states “The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract.” a. Since pricing is provided at a maximum price, is the contractor required to accept only purchase orders at the maximum price provided on the contract?	The Contractor shall not exceed the pricing set forth in the Contract but may propose decreases in pricing for Customer specific purchases.
	b. Can the State please clarify if the contractor is required to accept timely purchase orders from State Agencies, other governmental entities and/or cooperative purchasing users?	The Contractor is required to accept timely purchase orders from Customers for this Contract which includes state agencies and eligible users as defined in 60A-1.001, Florida Administrative Code. See also Section 43, Cooperative Purchasing, in the PUR 1001.
40.	Attachment B, 3.4 Purchase Order states “Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor’s performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months.” Is the term of performance considered to be the term	Attachment B Special Contract Conditions subsection 3.4 Purchase Order applies to the Contract Term. A Customer’s specific needs will be defined in the SLA, including the period of performance.

	specified under the contract itself or as specified in the Service Level Agreement?"	
41.	Attachment B, 3.7 Transaction Fees states "The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available." Will the State permit changes to bill rates if mandated transaction fees are increased?	No. Also, see answer to Question 38.
42.	Attachment B, 6.10 Cooperative Purchasing states "Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the	Currently, the transaction fee of 0.70% is assessed for payments made by agencies unless specifically exempt by Rule 60A-1.031(3), Florida Administrative Code.

	requirements of Rule 60A-1.045(5), F.A.C.” Is the transaction fee applicable to cooperative purchasing agreements?	
43.	Attachment B, 7.4 Performance Bond states “Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.” This is a significant expense to the contractor. Should this cost be accounted for in all pricing or can an additional fee be added to account for this cost in when it is required?	No, an additional fee cannot be added for a performance bond.
44.	Attachment B, 11.2.1 Proposal of Corrective Action Plan states “In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.” Can the Department provide the	The timeframe for correcting a performance deficiency is dependent on the type of performance deficiency that requires correction and will be identified by the Department or Customer.

	specified timeframe that will be expected for corrective action to occur (or at least provide range in the timeframes) so that the impact of this response time can be determined?	
45.	Attachment B, 11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure states "If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount." Can the Department provide the template that will be used for the corrective action plan and the parameters for what is considered acceptable or unacceptable?	There is no corrective action plan template. The corrective action plan must describe how the Contractor will address all performance deficiencies identified by the Department or Customer.
46.	Attachment B, SECTION 12. CONTRACT AUDITS states "12.1 Performance or Compliance Audits. The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the	There is not a template used for a performance and/or compliance audit and the parameters for what is considered acceptable or unacceptable will depend on the audit and contractual requirements.

	Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required." Can the Department provide the template that will be used for the performance and compliance audit and the parameters for what is considered acceptable or unacceptable?	
47.	Attachment C, 5.7 All unarmed and armed Security Guards must notify the Contractor in writing within one (1) day if they no longer have a valid, active license necessary to provide Security Guard Services. Upon such notification, the Contractor will arrange for a new <u>armed</u> Security Guard to provide Security Guard Services for the impacted Customers within a time frame mutually agreed upon by the Contractor and the Customer." a. If an unarmed security guard no longer has a valid license is it required that they be replaced with a new Armed Security Guard?	See Addendum No. 4, 2.c., revised Attachment C – Scope of Work subsection 5.7 listed above.
	b. Will the Armed rates then become applicable and charged appropriately to the agency?	See answer to Question 47 a.
48.	Attachment C, 5.5 states "All armed and unarmed Security Guards employed by the Contractor must have at a minimum of one (1) year of similar Security Guard Services experience." So, section 6.1 Security Guard	See Addendum No. 4, 2.d. and 2.e., revised Attachment C – Scope of Work Section 6, Position Descriptions, and subsection 6.1 listed above.

	Level I: An unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license should be amended to state that it now requires a minimum of one (1) year of experience.	
49.	Attachment C, 6 states that "A two (2) year background in law enforcement may be substituted for prior years of experience." Will two (2) year background in Department of Corrections and Military also apply?	No, only employment as a law enforcement officer may substitute for prior years of experience as a Security Guard Officer.
50.	Attachment C, 7.9.8.) states "Assist the Customer's personnel in emergency situations as identified by the Customer. If an emergency extends beyond the normal working hours, the Security Guard will be paid for additional hours at the standard rate of pay. Security Guards may be diverted by the Customer from normal assignment duties to respond to emergency situations or special duty assignments. No additional costs shall be charged to the Customer for such diversion of Security Guards for emergency situations; however, the Contractor will not be penalized for any regular daily work task not completed by the Security Guard due to their participation in such emergency activities." a. Can the State please clarify if the contractor will be required to pay security guards at regular rates for the emergency extended hours?	Work performed in an emergency that extends beyond normal working hours will be billed in accordance with Attachment C – Scope of Work subsection 17 and either the Attachment H – Cost Proposal or the Customer's SLA. The applicable contracted rate of pay will apply in all situations unless overtime has been authorized by the Customer. See Addendum No. 4, 2.g. and 2.l., revised Attachment C – Scope of Work subsections 7.9.8. and 16.5 listed above. Contractor's payments to its employees are determined by the Contractor and its employees but must comply with the Fair Labor Standards Act as set forth in 29 U.S.C. Chapter 8.
	b. Will the contractor still be penalized for not	No, see Addendum No. 4, 2.g., revised Attachment C – Scope of Work subsection 7.9.8., listed above "Contractor

	completing regularly assigned tasks as a result of the emergency?	will not be penalized for any regular daily work task not completed by the Security Guard due to their participation in such emergency activities.”
	c. Will the 40-hour maximum work week requirement still apply?	See Addendum No. 4, 2.g. and 2.i., revised Attachment C – Scope of Work subsections 7.9.8. and 16.5 listed above. See also Attachment C Scope of Work subsection 17.2.
	d. Could meeting these emergency needs result in the contractor being given a fine?	The Department will not penalize the Contractor for any regular daily work task not completed by the Security Guard due to his/her participation in such emergency activities. See Addendum No. 4, 2.g., revised Attachment C – Scope of Work subsection 7.9.8., listed above.
51.	Attachment C, 7.9.16. states “Where applicable, ensure availability as required for special events and situations where Customer provides Contractor with 24 hours advanced notice.” The standard industry notification time for special events is typically 72-hours in advance. To clarify, which rate with the contractor be permitted to use in these circumstances the Occasional rate or whatever rate is currently in effect. Therefore, should the 24-hour advanced notification timeframe be priced into the Occasional rates or into ALL rates?	The 24-hours advance notice only applies to emergency response security guards and occasional security guards. See Addendum No. 4, 2.f., and 2.h., revised Attachment C – Scope of Work subsections 6.7 and 7.9.16., listed above. Coverage will be billed in accordance with the applicable submitted rates in accordance with Attachment C – Scope of Work subsection 17 and either the Attachment H – Cost Proposal or the Customer’s SLA.
52.	Attachment C, 7.9.17. Be capable of responding to any on-site call received within five (5) minutes. a. Can you please clarify what type of response is required within the 5-minute required response timeframe?	On-site personnel must be able to respond to the situation within five (5) minutes. See Addendum No. 4, 2.i., revised Attachment C – Scope of Work subsection 7.9.17., listed above. A response to an on-site call is intended to mean take the appropriate action to address the issue identified in the received call.
	b. Should 5-minute response timeframe requirement be priced into all rates?	See Addendum No. 4, 2.i., revised Attachment C – Scope of Work subsection 7.9.17., listed above. All proposed pricing must be listed in Attachment H – Cost Proposal and shall be based on meeting or exceeding the terms and conditions in RFP No. 92121500-19-A.
53.	Attachment C, 8.1.6 states “Successfully pass a pen and	No.

	paper literacy test administered by the Contractor including, but not limited to, spelling and grammar. Contractor shall furnish results to Customer or DMS upon request." Will the State provide the required literacy test?	
54.	Attachment C, 11.1 states "The Contractor shall provide a manager (i.e. Regional and Corporate Headquarters) who will conduct regular, unannounced inspections to ensure Security Guards' compliance with established terms and conditions. The frequency of Inspections will be determined in the Customer's SLA." Can the State please define the period of inspections required so that they can be accounted for in contractor provided pricing?	Please refer to Attachment C - Scope of Work, subsection 11.1. "The frequency of Inspections will be determined in the Customer's SLA." The Contractor will not exceed the pricing set forth in the Contract but may propose decreases in pricing for Customer specific purchases.
55.	Attachment C, Section 12.3 states that phones and radios required. Most security companies are now providing some type of guard tour system. Would the State consider adding an additional line item for guard tour systems?	All proposed pricing must be listed in Attachment H – Cost Proposal and shall be based on meeting or exceeding the terms and conditions in RFP No. 92121500-19-A. The Department will not consider any additional pricing information other than the pricing provided in the yellow highlighted cells on the Cost Proposal.
56.	Attachment C, 12.1 Security Guards providing services under this Contract shall report to work in uniforms provided by, and paid for by, the Contractor, unless otherwise specified by the Customer in the SLA. Some security guard companies pay for these uniforms but then deduct these costs from the security officer payroll. Is this acceptable? If not acceptable, how will this be audited?	The provision of uniforms will be addressed between the Contractor and their employee.

57.	Attachment C, 12.3 Security Guards shall be equipped with redundant communication equipment, furnished by the Contractor, to be able to communicate with their supervisor, their home office, 911, the local police, and the Customer's Contract Manager. This redundant communication equipment may include, but is not limited to: Stationary Telephone Cellular telephone with long distance calling capabilities Two-Way Radio Fax Machine a. Please specify which redundant communication will need to be priced into the contractor's bill rates? This will be a significant cost item and expensive to the agencies. In addition, contractors may not have the ability to install Stationary Telephones on client property.	See Addendum No. 4, 2.j., revised Attachment C – Scope of Work subsection 12.3 listed above.
	b. Please define if it's possible that the contractor will need to provide all of these redundant communication methods?	Please refer to the answer for question 57.a.
	c. Please define any other communication equipment that may be required beyond this list?	Please refer to the answer for question 57.a.
58.	Attachment C, 16.5 states "The Contractor shall provide coverage of additional shifts or special requests as approved by the Customer pursuant to this Section 5 at standard hourly billing rates."	See Addendum No. 4, 2.l., revised Attachment C – Scope of Work subsection 16.5 listed above.

	Are these additional shifts and special requests billable at the Occasional rates or are contractors required to price in this overtime within the standard bill rates?	
59.	Attachment C, 17.3 17.4 states "The Contractor may be authorized or required to furnish unscheduled uniformed Security Guards for the premises or other location(s) designated by the Customer according to the rates established in the pricing schedules and pursuant to all other provisions of this Contract." Since this contract requires contractors to furnish unscheduled security guards according to the standard pricing schedules while state law requires contractors to pay overtime all vendors will need to account for overtime in the standard bill rates. Would the State consider adding an overtime bill rate so that all agencies don't bear the additional costs of overtime costs included within the standard rates when they may not be applicable to them?	An additional billing rate for overtime is not necessary. See Attachment C – Scope of Work subsection 17.2. The Department will not consider any additional pricing information other than the pricing provided in the yellow highlighted cells on the Cost Proposal.
60.	Attachment C, 18. Coverage states "Contractor is responsible for maintaining sufficient staffing to ensure Security Guards are available to work at the Customer's facility list as incorporated through the SLA. Customer's facility(ies) shall be staffed in accordance with the Customer's SLA. In the event there is no Security Guard available for any duty shift, the Contractor shall hire and pay a duly qualified off-duty Florida law	See Addendum No. 4, 2.m., revised Attachment C – Scope of Work Section 18, Coverage, listed above.

	enforcement officer to cover the shift at no additional cost to the Customer.” Can the State please define a “duly qualified off-duty Florida law enforcement officer”?	
61.	Attachment C, Section 21.10 Financial Consequences states “Financial consequences may be assessed on a daily basis for each individual failure of the listed performance metric(s) until the performance or submittal is accomplished to the Department’s and/or Customer’s satisfaction and will apply to each covered period beginning with the first full month or quarter of the Contract’s performance and each and every month and quarter thereafter.” Can the State please clarify how these financial consequences will accrue on a daily basis and is there any maximum financial consequences?	Financial consequences may be assessed on a daily basis for each individual failure of the listed performance metric(s) until the performance or submittal is accomplished to the Department’s and/or Customer’s satisfaction. There is no cap for the assessment of the financial consequences listed in Attachment C – Scope of Work subsection 21.10, Financial Consequences. Customers may impose additional specific financial consequences in the Service Level Agreement between the Customer and the Contractor.
62.	Attachment C, Section 21.11 Price Adjustments a. Would the State consider including annual pricing for Year 1 through Year 5 in lieu of the request for increases by 12 month periods?	The Department will not make the requested modifications to Attachment C – Scope of Work.
	This would be beneficial to the Agencies and Users since contractors could bid more aggressively rather than trying to predict 5-year wage rates which has become increasingly more difficult to predict. b. Can the State please clarify if the PPI annual adjustment will be applicable to both the Initial Term Pricing and the Renewal Term Pricing?	Yes. Initial and renewal term price adjustments are applicable pursuant to Section 21.11 of Attachment C, Scope of Work.

	c. For example, can the contractor request an increase in the Year 2 pricing with the bid submission?	The Respondent cannot request adjustments as part of the response to this solicitation. Initial Term Pricing provided on Attachment H - Cost Proposal is the Respondent's proposed price for the entirety of the five-year initial term, unless modified in accordance with Attachment C – Scope of Work subsection 21.11, Price Adjustments. If awarded, the Contractor may request the first price adjustment no earlier than twelve (12) months after the start date of the initial term.
63.	Attachment C, Section 21.13 states that purchasing card program using the Visa platform has been implemented. Contractors will incur additional fees for using this Visa platform. a. Should contractor pricing be inclusive of this fee or can this be billed separately?	The Department will not consider any additional pricing information other than the pricing provided in the yellow highlighted cells on the Cost Proposal. All proposed pricing must be listed in Attachment H – Cost Proposal and shall be based on meeting or exceeding the terms and conditions in RFP No. 92121500-19-A.
	b. Since this could be a significant cost item to agencies that are not using this Visa platform would the State consider making this billable only to those agencies using this service?	See answer to Question 63.a.
64.	Our company stands behind our security services and regularly accepts the obligation to indemnify and defend clients for the comparative portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of security services under client agreements. Our standard risk parameters also include a disclaimer of consequential damages. Will the State revise the indemnification provision in Attachment B Section 7.5 on page 10 as follows to reflect that standard?	No. Please reference Attachment E – Responsive Requirements. The Respondent certifies it accepts and will comply with all terms and conditions listed in the Draft Contract and the Special Contract Conditions.

	a. On lines 3-4, delete the phrase “including consequential, special, indirect and punitive damages.”	
	b. On line 6, replace the phrase “or out of any acts, actions” with the phrase “to the extent caused by”.	See answer to Question 64.a.
	c. Insert the following as the last sentence: o “Anything to the contrary notwithstanding, under no circumstances will Contractor be liable to any indemnified party for consequential, incidental, indirect or punitive damages, or for lost profits.”	See answer to Question 64.a.
65.	Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations. Will the State revise Attachment B Section 7.2 on page 9 as follows to reflect that standard? On line 6, insert the phrase “to the extent of the Contractor’s indemnification obligations” after the reference to “additional insured”.	See answer to Question 64.a.
66.	We assume the criminal background adjudication standards are intended to comply with Title VII of the Federal Civil Rights Act of 1964 which prohibits employment discrimination. In interpreting Title VII, EEOC Enforcement Guidance 915.002 (4/25/12) prohibits blanket exclusions based on a class of crime. The	No. Please reference Attachment E – Responsive Requirements. The Respondent certifies it accepts and will comply with all terms and conditions listed in the Draft Contract and the Special Contract Conditions. Contractor is responsible for compliance with all applicable laws, rules, codes, and ordinances.

	Guidance requires assessment of the facts and circumstances of a conviction to determine whether it truly renders a person unsuitable for the position for which he or she is intended. Will the State revise the sections cited below as follows to achieve compliance with applicable law? a. Attachment B Section 13.1 on page 16: o On line 8, insert the word “potentially” before the word “disqualifying”.	
	b. Attachment B Section 13.3 on pages 16-17: o On line 5, replace the word “is” with the phrase “may be”.	See answer to Question 66.a.
	c. o On line 7, insert the word “potentially” before the word “disqualifying”.	See answer to Question 66.a.
	d. o Insert the following at the end of the section: § “Contractor’s determination regarding the suitability of any person described above for assignment at State locations shall be based on guidance provided by the U.S. Equal Employment Opportunity Commission regarding the use of criminal conviction history in employment decisions which requires a weighing of (i) the nature and gravity of the offense; (ii) the time that has passed	See answer to Question 66.a.

	since the offense, or the employee's completion of any sentence given as a result of the offense; and (iii) the nature of the job held or sought."	
	e. Attachment C Section 15.1 on page 14: o On line 3, insert the word "potentially" before the word "disqualifying".	See answer to Question 66.a.
67.	We assume that the Contractor's compliance with the fitness standards in Attachment C Section 8.1.10 on page 7 is intended to be in accordance with applicable law, including the Americans with Disabilities Act ("ADA"). Will the State replace that section with the following to achieve alignment with the parameters of the ADA? "Physically able to perform all essential job duties, with or without reasonable accommodation, including, but not limited to, quickly ascending and descending multiple flights of stairs and lifting weight of at least 40 pounds, to the extent the foregoing are job related and consistent with business necessity."	The Department will not make the requested modification to the Special Contract Conditions.
68.	What are the State's standard payment terms?	This question is unclear. There are numerous references to payment in RFP No. 92121500-19-A including, but not limited to, PUR 1000 section 15, Invoicing and Payment, incorporated by reference into the RFP subsection 4.1, General Instructions. See also Attachment B – Special Contract Conditions subsection 3.3, Payment Invoicing, and Attachment C – Scope of Work subsection 21.13, Purchasing Card.
69.	Is the State exempt from State and local sales and use taxes?	See Attachment B – Special Contract Conditions subsection 3.8, Taxes.

70.	We note the parameters on price adjustments as set forth in Attachment C Section 21.11 on pages 23-24. Will the State also permit the Contractor to increase rates with automatic effect from time to time in order to recoup increases in the following costs that are outside the Contractor's control: Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum wage rates and other statutory requirements, such as legally mandated sick leave costs; and medical and other benefit costs?	No, See Attachment C – Scope of Work sub-section 21.11, Price Adjustments. The Contractor must comply with all relevant federal and state laws including, but not limited to, compliance with the Fair Labor Standards Act as set forth in 29 U.S.C. Chapter 8.
71.	Will the State consider revising Attachment B Section 2.3.2 on page 2 to permit the Contractor to terminate the contract for convenience on 120 days' prior written notice?	The Department will not make the requested modification. See also Attachment E – Responsive Requirements. The Respondent certifies it accepts and will comply with all terms and conditions listed in the Draft Contract and the Special Contract Conditions.
72.	Will the State allow the Contractor to terminate a Service Level Agreement for convenience on 30 days' prior written notice?	Service Level Agreements will be determined by the Contractor and Customer.
73.	Will the State allow the Contractor to terminate a Cooperative Purchasing Agreement for convenience on 30 days' prior written notice?	The term cooperative purchasing agreement is unclear.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax at 850-922-6312 or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines

Form	Sales Report	Version	2019:001		state fiscal year:	Q4 (Apr-Jun)
1) Contract Number:	92121500-14-01				5) Person Completing Report:	Gail Arrington
2) Contract Name:	Security Officer Services, Armed and Unarmed				6) Telephone Number:	256-383-5798 x220
3) Contracted Vendor:	Dynamic Security, Inc.				7) Date Report is Due Per Contract :	7/31/2019

Order Date	Purchase Order Number/ Pcard Transaction Number	Customer (Ordering Entity)	Customer Type	United Nations United Nations Standard Products and Services Code (UNSPSC)	Standard Product Code (UPC or GTIN)	Description	Manufacturer	Manufacturer ID	Quantity	Unit of Measure	Unit Price	Total Price	Reference Price (MSRP) [per Unit]	Actual Savings Price
4/5/2019	B135DC	Agency for Healthcare Administration	State Agency	92121504		Level III Security Officer			464.00	Hour	\$ 14.75	\$ 6,844.00	\$ 15.74	\$ 459.36
5/3/2019	B135DC	Agency for Healthcare Administration	State Agency	92121504		Level III Security Officer			506.00	Hour	\$ 14.75	\$ 7,463.50	\$ 15.74	\$ 500.94
5/31/2019	B135DC	Agency for Healthcare Administration	State Agency	92121504		Level III Security Officer			506.00	Hour	\$ 14.75	\$ 7,463.50	\$ 15.74	\$ 500.94
3/1/2019	B15E5A	Dept of Economic Opportunity	State Agency	92121504		Level II Security Officer			684.00	Hour	\$ 11.81	\$ 8,078.04	\$ 12.61	\$ 547.20
2/1/2019	S-4200-G0926	Dept of Agriculture & Consumer Services	State Agency	92121504		Level II Security Officer			440.00	Hour	\$ 11.81	\$ 5,196.40	\$ 12.61	\$ 352.00
3/1/2019	S-4200-G0926	Dept of Agriculture & Consumer Services	State Agency	92121504		Level II Security Officer			400.00	Hour	\$ 11.81	\$ 4,724.00	\$ 12.61	\$ 320.00
4/5/2019	S-4200-G0926	Dept of Agriculture & Consumer Services	State Agency	92121504		Level II Security Officer			418.50	Hour	\$ 11.81	\$ 4,942.49	\$ 12.61	\$ 334.80
5/31/2019	S-4200-G0926	Dept of Agriculture & Consumer Services	State Agency	92121504		Level II Security Officer			440.00	Hour	\$ 11.81	\$ 5,196.40	\$ 12.61	\$ 352.00
4/5/2019	B16F79	Dept of Elder Affairs	State Agency	92121504		Level IV Security Officer			210.00	Hour	\$ 15.11	\$ 3,173.10	\$ 16.13	\$ 214.20
5/3/2019	B16F79	Dept of Elder Affairs	State Agency	92121504		Level IV Security Officer			220.00	Hour	\$ 15.11	\$ 3,324.20	\$ 16.13	\$ 224.40
5/31/2019	B16F79	Dept of Elder Affairs	State Agency	92121504		Level IV Security Officer			220.00	Hour	\$ 15.11	\$ 3,324.20	\$ 16.13	\$ 224.40
4/1/2019	1900639733	Emerging Pathogens Institute	OEU Colleges & Universities	92121504		Level II Security Officer			313.00	Hour	\$ 12.81	\$ 4,009.53	\$ 13.67	\$ 269.18
5/3/2019	1900639733	Emerging Pathogens Institute	OEU Colleges & Universities	92121504		Level II Security Officer			196.00	Hour	\$ 12.81	\$ 2,510.76	\$ 13.67	\$ 168.56
4/1/2019	S-4200-G0606	Dept of Agriculture/Licensing	State Agency	92121504		Level IV Security Officer			210.00	Hour	\$ 16.08	\$ 3,376.80	\$ 17.16	\$ 226.80
5/3/2019	S-4200-G0606	Dept of Agriculture/Licensing	State Agency	92121504		Level IV Security Officer			220.00	Hour	\$ 16.08	\$ 3,537.60	\$ 17.16	\$ 237.60
5/31/2019	S-4200-G0606	Dept of Agriculture/Licensing	State Agency	92121504		Level IV Security Officer			220.00	Hour	\$ 16.08	\$ 3,537.60	\$ 17.16	\$ 237.60
4/1/2019	S-4200-G0607	Dept of Agriculture/Licensing	State Agency	92121504		Level IV Security Officer			210.00	Hour	\$ 15.47	\$ 3,248.70	\$ 16.51	\$ 218.40
5/3/2019	S-4200-G0607	Dept of Agriculture/Licensing	State Agency	92121504		Level IV Security Officer			217.00	Hour	\$ 15.47	\$ 3,356.99	\$ 16.51	\$ 225.68
5/31/2019	S-4200-G0607	Dept of Agriculture/Licensing	State Agency	92121504		Level II Security Officer			220.00	Hour	\$ 15.47	\$ 3,403.40	\$ 13.26	\$ (486.20)
3/1/2019	B34CA5	Dept of Economic Opportunity	State Agency	92121504		Level II Security Officer			505.00	Hour	\$ 12.42	\$ 6,272.10	\$ 13.26	\$ 424.20
4/1/2019	B34CA5	Dept of Economic Opportunity	State Agency	92121504		Level II Security Officer			545.00	Hour	\$ 12.42	\$ 6,768.90	\$ 13.26	\$ 457.80
5/3/2019	B34CA5	Dept of Economic Opportunity	State Agency	92121504		Level II Security Officer			522.00	Hour	\$ 12.42	\$ 6,483.24	\$ 13.26	\$ 438.48
5/31/2019	B34CA5	Dept of Economic Opportunity	State Agency	92121504		Level II Security Officer			546.00	Hour	\$ 12.42	\$ 6,781.32	\$ 13.26	\$ 458.64
4/1/2019	B33CC7	Bureau of Public Health	State Agency	92121504		Level II Security Officer			496.00	Hour	\$ 12.42	\$ 6,160.32	\$ 13.26	\$ 416.64
5/3/2019	B33CC7	Bureau of Public Health	State Agency	92121504		Level II Security Officer			480.00	Hour	\$ 12.42	\$ 5,961.60	\$ 13.26	\$ 403.20
5/31/2019	B33CC7	Bureau of Public Health	State Agency	92121504		Level II Security Officer			489.08	Hour	\$ 12.42	\$ 6,074.37	\$ 13.26	\$ 410.83
3/1/2019	31777	St. John River Water Management	State Agency	92121504		Level III Security Officer			512.00	Hour	\$ 14.75	\$ 7,552.00	\$ 15.74	\$ 506.88
4/1/2019	31777	St. John River Water Management	State Agency	92121504		Level III Security Officer			575.00	Hour	\$ 14.75	\$ 8,481.25	\$ 15.74	\$ 569.25
5/3/2019	31777	St. John River Water Management	State Agency	92121504		Level III Security Officer			544.00	Hour	\$ 14.75	\$ 8,024.00	\$ 15.74	\$ 538.56
5/31/2019	31777	St. John River Water Management	State Agency	92121504		Level III Security Officer			568.00	Hour	\$ 14.75	\$ 8,378.00	\$ 15.74	\$ 562.32
3/1/2019	1900643310	University of Florida Library System	OEU Colleges & Universities	92121504		Level II Security Officer			501.00	Hour	\$ 12.81	\$ 6,417.81	\$ 13.67	\$ 430.86
3/1/2019	1900662277	University of Florida Library System	OEU Colleges & Universities	92121504		Level II Security Officer			172.00	Hour	\$ 12.81	\$ 2,203.32	\$ 13.67	\$ 147.92
4/1/2019	1900643310	University of Florida Library System	OEU Colleges & Universities	92121504		Level II Security Officer			531.00	Hour	\$ 12.81	\$ 6,802.11	\$ 13.67	\$ 456.66
4/1/2019	1900662277	University of Florida Library System	OEU Colleges & Universities	92121504		Level II Security Officer			160.00	Hour	\$ 12.81	\$ 2,049.60	\$ 13.67	\$ 137.60
5/3/2019	1900702229	University of Florida Library System	OEU Colleges & Universities	92121504		Level II Security Officer			845.00	Hour	\$ 12.81	\$ 10,824.45	\$ 13.67	\$ 726.70
5/31/2019	1900643310	University of Florida Library System	OEU Colleges & Universities	92121504		Level II Security Officer			314.00	Hour	\$ 12.81	\$ 4,022.34	\$ 13.67	\$ 270.04
5/31/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level I Security Officer			528.00	Hour	\$ 11.45	\$ 6,045.60	\$ 12.22	\$ 406.56
5/31/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level II Security Officer			412.00	Hour	\$ 11.81	\$ 4,865.72	\$ 12.61	\$ 329.60
5/31/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level V Security Officer			92.00	Hour	\$ 15.47	\$ 1,423.24	\$ 16.51	\$ 95.68
5/31/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		DORS/Software Reporting			1.00	Each	\$ 658.40	\$ 658.40	\$ 703.00	\$ 44.60
5/3/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level I Security Officer			508	Hour	\$ 11.45	\$ 5,816.60	\$ 12.22	\$ 391.16
5/3/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level II Security Officer			408	Hour	\$ 11.81	\$ 4,818.48	\$ 12.61	\$ 326.40
5/3/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level V Security Officer			88	Hour	\$ 15.47	\$ 1,361.36	\$ 16.51	\$ 91.52
5/3/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		DORS/Software Reporting			1	Each	\$ 658.40	\$ 658.40	\$ 703.00	\$ 44.60
4/1/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level I Security Officer			538.00	Hour	\$ 11.45	\$ 6,160.10	\$ 12.22	\$ 414.26
4/1/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level II Security Officer			406.00	Hour	\$ 11.81	\$ 4,794.86	\$ 12.61	\$ 324.80
4/1/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		Level V Security Officer			84.00	Hour	\$ 15.47	\$ 1,299.48	\$ 16.51	\$ 87.36
4/1/2019	B337EF	Dept of Health/Public Health Labs	State Agency	92121504		DORS/Software Reporting			1.00	Each	\$ 658.40	\$ 658.40	\$ 703.00	\$ 44.60
5/3/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level I Security Officer			508	Hour	\$ 11.45	\$ 5,816.60	\$ 12.22	\$ 391.16
5/3/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level II Security Officer			408	Hour	\$ 11.81	\$ 4,818.48	\$ 12.61	\$ 326.40
5/3/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level V Security Officer			88	Hour	\$ 15.47	\$ 1,361.36	\$ 16.51	\$ 91.52
5/3/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		DORS/Software Reporting			1	Each	\$ 658.40	\$ 658.40	\$ 703.00	\$ 44.60
4/1/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level I Security Officer			536.00	Hour	\$ 11.45	\$ 6,137.20	\$ 12.22	\$ 412.72
4/1/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level II Security Officer			406.00	Hour	\$ 11.81	\$ 4,794.86	\$ 12.61	\$ 324.80
4/1/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level V Security Officer			84.00	Hour	\$ 15.47	\$ 1,299.48	\$ 16.51	\$ 87.36
4/1/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		DORS/Software Reporting			1.00	Each	\$ 658.40	\$ 658.40	\$ 703.00	\$ 44.60
5/31/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level I Security Officer			528.00	Hour	\$ 11.45	\$ 6,045.60	\$ 12.22	\$ 406.56
5/31/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level II Security Officer			412.00	Hour	\$ 11.81	\$ 4,865.72	\$ 12.61	\$ 329.60
5/31/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		Level V Security Officer			92.00	Hour	\$ 15.47	\$ 1,423.24	\$ 16.51	\$ 95.68
5/31/2019	B2FCBA	Dept of Health/Vital Statistics	State Agency	92121504		DORS/Software Reporting			1.00	Each	\$ 658.40	\$ 658.40	\$ 703.00	\$ 44.60

Quarterly Sales Report

4/1/2019 B4993C	Dept of Revenue	State Agency	92121504	Level II Security Officer	84.00	Hour	\$	11.81	\$	992.04	\$	12.61	\$	67.20
5/3/2019 B4993C	Dept of Revenue	State Agency	92121504	Level II Security Officer	129.75	Hour	\$	11.81	\$	1,532.35	\$	12.61	\$	103.80
5/31/2019 B4993C	Dept of Revenue	State Agency	92121504	Level II Security Officer	132.00	Hour	\$	11.81	\$	1,558.92	\$	12.61	\$	105.60
5/3/2019 B49941	Dept of Revenue	State Agency	92121504	Level II Security Officer	135.00	Hour	\$	13.63	\$	1,840.05	\$	14.54	\$	122.85
5/31/2019 B49941	Dept of Revenue	State Agency	92121504	Level II Security Officer	173.50	Hour	\$	13.63	\$	2,364.81	\$	14.54	\$	157.89
4/1/2019 B49943	Dept of Revenue	State Agency	92121504	Level II Security Officer	158.00	Hour	\$	13.63	\$	2,153.54	\$	14.54	\$	143.78
5/3/2019 B4993C	Dept of Revenue	State Agency	92121504	Level II Security Officer	174.00	Hour	\$	13.63	\$	2,371.62	\$	14.54	\$	158.34
5/31/2019 B4993C	Dept of Revenue	State Agency	92121504	Level II Security Officer	176.00	Hour	\$	13.63	\$	2,398.88	\$	14.54	\$	160.16
5/31/2019 19-1774	Hillsborough Transit Authority	OEU Cities & Counties	92121504	Level V Security Officer - short term	332.00	Hour	\$	16.47	\$	5,468.04	\$	17.57	\$	365.20
5/31/2019 19-1774	Hillsborough Transit Authority	OEU Cities & Counties	92121504	Vehicle - short term	2.00	Each	\$	1,076.00	\$	2,152.00	\$	1,200.00	\$	248.00



Security Guard Services

Request for Proposals, No. 92121500-19-A

Addendum No. 3 – RFP Timeline Revision

Contained herein are revisions to the RFP Timeline. The Department hereby amends RFP No. 92121500-19-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. The information included in this addendum is now made part of this RFP No. 92121500-19-A solicitation. Please Note: This Addendum No. 3 does not need to be returned with a vendor's proposal.

1. RFP No. 92121500-19-A is hereby amended as follows:

Timeline of Events

The table below contains the Timeline of Events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and noticed on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Timeline of Events		
Events	Event Time	Event Date
Solicitation posted on the VBS and in MFMP Sourcing		September 30, 2019
Deadline to submit questions in MFMP Sourcing	2:00 P.M.	October 8, 2019
Department's anticipated posting of answers		October 22, 2019 October 29, 2019 November 12, 2019 November 19, 2019
Deadline to submit Proposal and all required documents in MFMP Sourcing	2:00 P.M.	October 29, 2019 November 5, 2019 November 19, 2019 December 3, 2019
Public Opening 4050 Esplanade, Suite 380K Tallahassee, FL 32399-0950	2:01 P.M.	October 29, 2019 November 5, 2019 November 19, 2019 December 3, 2019
Anticipated period of formal evaluations conducted		November 11, 2019 December 2, 2019 November 18, 2019 December 9, 2019 December 2, 2019 December 23, 2019 December 16, 2019 – January 13, 2020

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

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.



Security Guard Services

Request for Proposals, No. 92121500-19-A

Addendum No. 2 – RFP Timeline Revision

Contained herein are revisions to the RFP Timeline. The Department hereby amends RFP No. 92121500-19-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. The information included in this addendum is now made part of this RFP No. 92121500-19-A solicitation. Please Note: This Addendum No. 2 does not need to be returned with a vendor's proposal.

1. RFP No. 92121500-19-A is hereby amended as follows:

Timeline of Events

The table below contains the Timeline of Events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and noticed on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Timeline of Events		
Events	Event Time	Event Date
Solicitation posted on the VBS and in MFMP Sourcing		September 30, 2019
Deadline to submit questions in MFMP Sourcing	2:00 P.M.	October 8, 2019
Department's anticipated posting of answers		October 22, 2019 October 29, 2019 November 12, 2019
Deadline to submit Proposal and all required documents in MFMP Sourcing	2:00 P.M.	October 29, 2019 November 5, 2019 November 19, 2019
Public Opening 4050 Esplanade, Suite 380K Tallahassee, FL 32399-0950	2:01 P.M.	October 29, 2019 November 5, 2019 November 19, 2019
Anticipated period of formal evaluations conducted		November 11, 2019 December 2, 2019 November 18, 2019 December 9, 2019 December 2, 2019 – December 23, 2019
Anticipated date to post Notice of Intent to Award		December 17, 2019 January 14, 2020
Anticipated Contract start date		January 28, 2020 February 25, 2020

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.



Security Guard Services

Request for Proposals, No. 92121500-19-A

Addendum No. 1 – RFP Timeline Revision

Contained herein are revisions to the RFP Timeline. The Department hereby amends RFP No. 92121500-19-A as noted within this Addendum. All revisions are underlined or in strikethrough and are highlighted. The information included in this addendum is now made part of this RFP No. 92121500-19-A solicitation. Please Note: This Addendum No. 1 does not need to be returned with a vendor's proposal.

1. RFP No. 92121500-19-A is hereby amended as follows:

Timeline of Events

The table below contains the Timeline of Events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and noticed on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Timeline of Events		
Events	Event Time	Event Date
Solicitation posted on the VBS and in MFMP Sourcing		September 30, 2019
Deadline to submit questions in MFMP Sourcing	2:00 P.M.	October 8, 2019
Department's anticipated posting of answers		October 22, 2019 October 29, 2019
Deadline to submit Proposal and all required documents in MFMP Sourcing	2:00 P.M.	October 29, 2019 November 5, 2019
Public Opening 4050 Esplanade, Suite 380K Tallahassee, FL 32399-0950	2:01 P.M.	October 29, 2019 November 5, 2019
Anticipated period of formal evaluations conducted		November 11, 2019 – December 2, 2019 November 18, 2019 – December 9, 2019
Anticipated date to post Notice of Intent to Award		December 17, 2019
Anticipated Contract start date		January 28, 2020

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.



The State of Florida

Department of Management Services

Request for Proposals (RFP) No:

92121500-19-A

Security Guard Services

Nicole Walker, Procurement Officer
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399
850-487-4196
Nicole.Walker@dms.myflorida.com

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. Any protest concerning this agency decision must be timely filed with the Agency Clerk. Protests may be filed by courier, hand delivery, or U.S. mail at Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, FL 32399-0950. Protests may also be filed by fax at 850-922-6312 or by email at agencyclerk@dms.myflorida.com. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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Timeline of Events

The table below contains the Timeline of Events for this solicitation. It is the responsibility of the Respondent to check for any changes. The dates and times within the Timeline of Events may be subject to change. All changes to the Timeline of Events will occur through an addendum to the solicitation and noticed on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Timeline of Events		
Events	Event Time	Event Date
Solicitation posted on the VBS and in MFMP Sourcing		September 30, 2019
Deadline to submit questions in MFMP Sourcing	2:00 P.M.	October 8, 2019
Department's anticipated posting of answers		October 22, 2019
Deadline to submit Proposal and all required documents in MFMP Sourcing	2:00 P.M.	October 29, 2019
Public Opening 4050 Esplanade, Suite 380K Tallahassee, FL 32399-0950	2:01 P.M.	October 29, 2019
Anticipated period of formal evaluations conducted		November 11, 2019 – December 2, 2019
Anticipated date to post Notice of Intent to Award		December 17, 2019
Anticipated Contract start date		January 28, 2020

1 INTRODUCTION

1.1 Objective

The State of Florida Department of Management Services', Division of State Purchasing (Department) is issuing this Request for Proposals (RFP) to establish a state term contract for Security Guard Services. Customers for this Contract include state agencies and eligible users. The Department intends to make multiple awards; however, the Department reserves the right to award to one or multiple Respondents, statewide or by region, or to make no award, as determined to be in the best interest of the State.

1.2 Background Information

The solicitation will be administered using the Vendor Bid System and MyFloridaMarketPlace Sourcing. This Security Guard Services Contract has an average annual spend of \$13.5 million. The historical spend is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new contract.

1.3 Term

The initial term of the contract resulting from this solicitation will be for five (5) years.

1.4 Renewal Term

Upon written agreement, the Contract may be renewed in whole or in part in accordance with 287.057(13), Florida Statutes, for a period that will not exceed the term of the initial Contract at the renewal pricing specified in the initial Contract. Any renewal is subject to the same terms and conditions set forth in the initial Contract and any written amendments signed by the parties. Any renewal is contingent upon the satisfactory performance of the Vendor and subject to the availability of funds.

2 RFP OVERVIEW

2.1 Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.), Rule 60A-1.001, Florida Administrative Code, Attachment B - Special Contract Conditions and the PUR 1001 form are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

Ancillary Equipment – May be provided to Customers in addition to Security Guards. Ancillary Equipment is considered optional and only the items listed on the Cost Proposal can be purchased.

Business Day – Each day during which the State and/or its agencies are open for business, from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday.

Commodity Code – The State of Florida numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Any portion of a Contractor's documents, data or records disclosed relating to its response that the Contractor claims is confidential and not subject to

disclosure pursuant to Chapter 119, F.S., the Florida Constitution, or any other authority and is clearly marked "Confidential."

Contract Manager – The representative designated by the Customer who will oversee all aspects of the Customer's Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Customer – An ordering entity including state agencies and eligible users.

Department – The Florida Department of Management Services.

Duty Roster - The assigned Security Guards work schedule/schedules.

End User – The person or entity that uses the commodity or service.

Facilities – Those facilities for which the SLA shall apply as identified in SLA EXHIBIT A – FACILITY LIST.

Facility Manager – The local customer representative designated for each facility who will serve in a contract management capacity as delegated by the Contract Manager.

Fire and Life Safety Program – Instruction on protocol regarding fire and life safety.

Post Orders - Defines the security guard's duties - the what, when, where, and why.

Security Officer – A person licensed to provide services as a Security Guard in accordance with Chapter 493, F.S. For this RFP and any subsequent Contract(s) and SLAs, the term Security Guard, Security Officer and Security Services may be used interchangeably.

Security Guard Services – The enforcement of rules, regulations or procedures adopted to ensure prompt action is taken to prevent or minimize losses, accidents, fires, property damage, safety hazards, or security incidents. Includes provision of Security Guards and/or Ancillary Equipment.

Service Level Agreement (SLA) - A document executed by a Customer and the Contractor which includes but is not limited to: tasks, deliverables, expectations, timelines, and financial consequences for non-performance that a Contractor shall provide to the Customer.

Site-Specific - Specific to that particular location.

State – The State of Florida.

United Nations Standard Products and Services Code (UNSPSC) – A commodity code list used by the State.

Vendor Bid System (VBS) – The State of Florida bidding system. (Subparagraph 287.042(3)(b)2. F.S.)

2.2 Procurement Officer

The Procurement Officer is the sole point of contact from the date of release of this RFP until 72 hours after the intent to award is posted, pending no protests are received by the Department.

The Procurement Officer for this RFP is:

Nicole Walker

Associate Category Manager, Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950

Phone: (850) 487-4196

Email: Nicole.Walker@dms.myflorida.com

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL****

2.3 Limitation on Contact with Government Personnel (section 287.057(23), F.S.)

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following the Department posting the Notice of Intended Award, excluding Saturdays, Sundays, and state holidays any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

2.4 Minor Irregularities

Although the Department define certain items as requirements for responding to this RFP, the Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines, in its sole discretion, that it is in the best interest of the State to do so. There is no guarantee that the Department will waive a minor irregularity, omission, or technicality, or that any Vendor with a proposal containing a minor irregularity, omission, or technicality will be considered for award of this procurement. The Department may reject any proposal not submitted in the manner specified by this solicitation.

2.5 Mandatory Requirements

The State has established certain requirements with respect to proposals submitted to competitive solicitations. The use of terms like “shall”, “must”, or “will” in this solicitation indicates a mandatory requirement or condition. A deviation from a mandatory requirement or condition is material if, in the State’s sole discretion, the deficient response is not in substantial accord with the solicitation requirements, provides an advantage to one Respondent over another, or has a potentially significant effect on the quality of the response or on the cost to the State. The words “should” or “may” in this solicitation indicate desirable attributes or conditions, but are permissive in nature.

2.6 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department’s Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 at least five (5) business days prior to the scheduled event. If you are hearing or speech impaired, please contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). The telephone numbers are supplied for notice purposes only.

2.7 Lobbying Disclosure

The successful Respondent shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the successful Respondent, subcontractors or any authorized agent.

2.8 Order of Precedence for Solicitation

In the event of a conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- a) Addenda to Solicitation, if issued (in reverse order of issuance)
- b) Scope of Work, Attachment C
- c) Cost Proposal, Attachment H
- d) Technical Proposal and Technical Proposal Evaluation Criteria, Attachment I
- e) Special Contract Conditions, Attachment B
- f) Draft Contract, Attachment A
- g) RFP and all other RFP attachments

3 RFP PROCESS

The RFP is a method of competitively soliciting a commodity or contractual service pursuant to paragraph 287.057(1)(b), F.S. The Department posts an RFP on the VBS to initiate the process and posts the RFP in MFMP Sourcing.

Respondents must submit questions in writing to the Procurement Officer via the Messages tab in MFMP Sourcing by the date listed in the Timeline of Events. Proposals must be submitted in MFMP Sourcing by the deadline listed in the Timeline of Events. The Department will open the proposals in a public meeting. The Evaluators will score the technical response(s) and the Department Procurement Officer will calculate the average of the evaluator technical scores and will verify and assign the pricing score. The Department will hold a public meeting for the evaluators to confirm their technical scores. The Department will post an agency decision in accordance with the Basis of Award section on the VBS.

3.1 Who May Respond

Vendors in good standing with the State of Florida that possess the resources required to provide commodities and services described in this RFP may respond to this solicitation.

3.2 Commitment to Diversity in Government Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. The Department strongly encourages firms doing business with the State of Florida to consider participating in this program. More information

The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. The Respondent can contact the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com for more information on certified business enterprises that

may be considered for subcontracting opportunities and for more information on the Mentor Protégé Program.

3.3 Question Submission

The Department invites interested and registered Vendors to submit written questions regarding the solicitation through MFMP Sourcing. Vendors who 'Join' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions can be submitted in MFMP Sourcing during the Preview Status until the Question Submission Deadline listed in the Timeline of Events.

The following quoted text replaces Section 5 of PUR 1001, which is incorporated by reference in section 4.1, General Instructions:

"Questions must be submitted via the Q&A Board within MFMP Sourcing and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be answered in accordance with the Timeline of Events. All questions submitted shall be published and answered in a manner that all proposers will be able to view. Proposers shall not contact any other employee of the Department or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the Vendor Bid System for new or changing information. The Department shall not be bound by any verbal information or by any written information that is not contained in the solicitation documents or formally noticed and issued by the Departmental personnel. Questions to the Procurement Officer or to any Department personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 20 of the PUR 1001."

Respondents are strongly encouraged to raise any questions or concerns regarding this RFP, including the proposed Contract terms and conditions, during the open question period.

The Department will answer all submitted questions in a Question and Answer Addendum.

3.4 Question and Answer Addendum

The Department will issue an addendum containing the questions submitted by Vendors and the written answers of the Department. This addendum will be issued according to the Timeline of Events.

3.5 Addenda to the RFP

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on the VBS. It is the Respondent's responsibility to check for any changes to a solicitation prior to submitting a proposal.

3.6 Public Opening

Proposals will be opened on the date and at the location indicated in the Timeline of Events. Respondents are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, pursuant to paragraph 119.071(1)(b), F.S.

3.7 Technical Evaluation

The Evaluators will independently review and score the responsive technical responses using the evaluation criteria described in Attachment I – Technical Proposal and Technical Proposal Evaluation Criteria.

3.8 Electronic Posting of Notice of Intended Award

The Department will electronically post a Notice of Intended Award on the VBS for review by interested parties at the time and location specified in the Timeline of Events. The Notice of Intended Award will remain posted for a period of 72 hours, not including weekends or State observed holidays. If the Notice of Intended Award is delayed, in lieu of posting the Notice of Intended Award, the Department may post a notice of delay and a revised date for posting the Notice of Intended Award.

3.9 Firm Response

The Department intends to award a Contract within sixty days after the date of the proposal opening, during which period proposals shall remain firm and shall not be withdrawn. If an award is not made within sixty days, all proposals shall remain firm until either the Department awards the Contract, or the Department receives from the Respondent written notice that the response is withdrawn. Proposals that express a shorter duration may, in the Department's sole discretion, be accepted or rejected.

3.10 Modification or Withdrawal of Proposal

A Respondent is responsible for the content and accuracy of its proposal. A Respondent may modify or withdraw its proposal at any time prior to the deadline to submit proposals in accordance with the Timeline of Events. For information on how to revise a response in MFMP Sourcing, the Vendor should call the MFMP Vendor Help Desk at (866)-352-3776 or email VendorHelp@myfloridamarketplace.com.

3.11 Cost of Response Preparation and Independent Preparation

The costs related to the development and submission of a response to this RFP are the full responsibility of the Respondent and are not chargeable to the Department. A Respondent shall not, directly or indirectly, collude, consult, communicate or agree with any other Vendor or Respondent as to any matter related to the response each is submitting. Additionally, a Respondent shall not induce any other Respondent to modify, withdraw, submit or not submit a response.

3.12 Contract Formation

The Department intends to enter into a Contract with each awarded Respondent; however, no Contract shall be formed between a Vendor and the Department until the Contract is executed. The Department shall not be liable for any work performed or costs incurred by Vendors for any work performed before the Contract is effective.

The Department may issue a Notice of Intended Award to successful Respondent(s). However, no Contract shall be formed between a Respondent and the Department until the Department signs the Contract. The Department shall not be liable for any work performed before the Contract is effective.

The Department intends to enter into a Contract(s) with Respondent(s) pursuant to the Basis for Award, section of this solicitation. No additional documents submitted by a Respondent shall be incorporated in the Contract unless it is specifically identified, incorporated by reference, and approved by the Department. If any additional documents

are submitted by the Respondent, the additional documents will not be considered for the Basis for Award.

The General Contract Conditions (PUR 1000, 10/06) is incorporated by reference and can be accessed at:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

The terms of the PUR 1000, 10/06, are replaced in their entirety with the Special Contract Conditions contained in Attachment B of this RFP.

4 HOW TO PROVIDE A PROPOSAL

This section contains instructions to Respondents on how to submit a proposal.

4.1 General Instructions

The General Instructions to Respondents (PUR 1001, 10/06), as modified by this RFP, is incorporated by reference and can be accessed at:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

In the event any conflict exists between the Special Contract Conditions listed in Attachment B and the General Instructions to Respondents, the Special Contract Conditions shall prevail.

The following sections of the PUR 1001 are inapplicable:

Section 3. Electronic Submission of Bids

Bids shall be submitted in accordance with Section 4.2 of this solicitation.

Section 5. Questions

Questions shall be submitted in accordance with Section 3.3 of this solicitation.

The following section of the PUR 1001 is modified as follows:

Section 9. Respondent's Representation and Authorization.

In submitting a response, each respondent understands, represents, and acknowledges the following.

- *The Respondent is not currently under suspension or debarment by the State or any other governmental authority.*
- *To the best of the knowledge of the person signing the response, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.*
- *Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.*
- *The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.*

- *The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.*
- *The Respondent has fully informed the Department in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.*
- *Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of funds:*
 - *Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or*
 - *Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or reason of default that would impair the Respondent's ability to deliver the commodities or contractual services of the resultant contract.*
- *The product offered by the Respondent will conform to the specifications without exception.*
- *The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.*
- *If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.*
- *The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.*
- *The respondent shall indemnify, defend, and hold harmless the Department and Customers, and their employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.*
- *All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817, Florida Statutes.*

4.2 How to Submit a Proposal

Respondents will submit their proposals electronically via MFMP Sourcing and enter all required attachments and documents electronically in MFMP Sourcing during this solicitation as indicated. The Department will only evaluate Proposals submitted using MFMP Sourcing. Failure to submit all of the required attachments and documentation may result in a Respondent to be deemed non-responsive. Any of the Respondent's forms found to be incomplete may be grounds for the Respondent to be deemed non-responsive.

Attachments submitted in MFMP Sourcing should be named similarly to the following file naming conventions:

Example: JohnDoeLLC_Attachment_A.pdf
JohnDoeLLC_Attachment_H.xlsx (Cost Proposal, Microsoft Excel)

Do not submit mass produced general information/promotional material about the Respondent that is prepared/printed for general distribution. The emphasis of each Proposal shall be on completeness and clarity of content. Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation.

By submitting a Proposal to this solicitation, the Respondent agrees to and waives any objections to requirements contained in the solicitation. By submitting a Proposal, the Respondent certifies that it agrees to and satisfies all criteria specified in this solicitation.

Respondents are responsible for submitting their Proposal in MFMP Sourcing by the date and time specified in the Timeline of Events of this solicitation. Each Respondent may only submit one Proposal. The Department will not consider late Proposals.

4.3 Respondent Submission

This section contains the substance of the requested proposal. Respondents do not need to respond to any other sections or provide any other documentation than what is listed in this section. Respondents are to submit all documentation requested as part of this subsection.

4.3.1 Contents of Proposal

Submit Proposal in the following format in two tabs as directed below. Submit the following in accordance with subsection 4.2, How to Submit a Proposal.

Tab 1 Completed Attachments:

- 1) Attachment F - Vendor Information
- 2) Attachment G - Certification of Drug-Free Workplace, if applicable.

Tab 2 Mandatory Responsive Requirements: Respondents that fail to submit the required documentation will be deemed non-responsive.

- 1) A signed Attachment E - Responsive Requirements; and
- 2) Attachment H – Cost proposal. Submit the provided Attachment H – Cost Proposal, in an Excel File; and
- 3) Respondent's Technical Proposal – include information requested in Attachment I – Technical Proposal and Technical Proposal Evaluation Criteria in one PDF document with fully searchable text.

4.4 Uploading Documentation

Respondents must upload an electronic copy of all requested documentation in the MFMP Sourcing. The following conditions apply:

- In the case where the Department provides an attachment that is able to be filled in, Respondents are to download the attachment, fill it out, and then attach the filled in copy in the space provided, in MFMP Sourcing.
- In the case of original or signed documentation, Respondents may attach scanned copies of original documents which have been filled in and signed by an individual authorized to respond on the Vendor's behalf.
- MFMP accepts files up to 20 megabytes (MB) in size.

5 PRIOR TO AWARD

5.1 Responsive and Responsible Proposal

Proposals that do not conform in all material respects to the solicitation requirements, specifications, terms, and conditions shall be rejected as non-responsive. Proposals that contain provisions that are contrary to the requirements of the solicitation are not permitted. Respondents whose Proposals, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be deemed not responsible and the Proposal rejected as non-responsive. The Department reserves the right to determine which Proposals meet the requirements of this solicitation, and which Respondents are responsive and responsible.

5.2 Right to Reject

The Department reserves the right to accept or reject any and all Proposals, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so shall serve the Department's best interests. Proposals which include a condition or exception may result in the Proposal being found not in conformance in all material respects of the solicitation and rejected as non-responsive. Alternatively, and in the Department's sole discretion, the Department may disregard or reject any condition or exception included in a Proposal. By submitting a Proposal, the Respondent acknowledges the Department's right to disregard or reject any condition or exception included with a Proposal and to review the remainder of the submitted proposal as if the condition or exception had not been included.

5.3 Redacted Submissions

The following section supplements section 19 of the PUR 1001. If the Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Respondent must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Respondent's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Respondent claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as confidential are

responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Respondent such an assertion has been made. It is the Respondent's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Department shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a Proposal, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

5.4 Additional Information

By submitting a Proposal, the Respondent certifies that it agrees to and satisfies all criteria specified in the RFP. The Department may request, and Respondent shall provide, clarifying or supporting information or documentation. Failure to provide clarifying or supporting information or documentation as requested may result in the rejection of the Proposal.

6 BASIS OF AWARD

Contract(s) will be awarded to the responsible and responsive Vendor(s) per region that are determined to be the most advantageous to the state with the highest total final score. The highest total final score will be determined by combining the average of the evaluator technical scores and the cost proposal score. The Department reserves the right to issue multiple awards in a region to Respondents whose total final score is within 20% of the highest total final score for that region. The Department will consider the total cost for each year of the Contract, including initial and renewal years as submitted by the Respondent.

The methodology for scoring is outlined below:

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

The Department reserves the right to accept or reject any and all offers, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the State. An irregularity is not material and therefore, minor, when it does not give the Respondent a substantial advantage over other Respondents and thereby restricts or

stifles competition. The Department reserves the right to award multiple Contracts for all or part of the work contemplated by this solicitation, as well as reserves the right to make no award as determined to be in the best interest of the State.

6.1 Technical Proposal - 600 Available Points

The Respondent shall be awarded up to 600 points for their submitted Technical Proposal in accordance with the evaluation criteria outlined in Attachment I – Technical Proposal and Technical Proposal Evaluation Criteria.

6.2 Cost Proposal - 400 Available Points

The Respondent is required to submit pricing for all security guard positions (levels I-VI), service lengths (long term and short term), and hours (full time, part-time, and occasional) for both the Initial Term and Renewal Term in their Cost Proposal. The Department will not consider or evaluate a proposal for any region that fails to provide pricing for all security guard positions, service lengths, and hours within in a region for both the Initial Term and Renewal Term. The Respondent shall be awarded up to 400 points for a region where the Respondent submitted all required pricing information for that region in the Cost Proposal. The Respondent shall receive points based on the following methodology:

Cost Proposal (Attachment I)	Available Points
A. Initial Term Pricing, Long Term Commitment, Full Time	72
B. Initial Term Pricing, Long Term Commitment, Part-Time	48
C. Initial Term Pricing, Long Term Commitment, Occasional	24
D. Initial Term Pricing, Short Term Commitment, Full Time	48
E. Initial Term Pricing, Short Term Commitment, Part-Time	32
F. Initial Term Pricing, Short Term Commitment, Occasional	16
G. Renewal Term Pricing, Long Term Commitment, Full Time	48
H. Renewal Term Pricing, Long Term Commitment, Part-Time	32
I. Renewal Term Pricing, Long Term Commitment, Occasional	16
J. Renewal Term Pricing, Short Term Commitment, Full Time	32
K. Renewal Term Pricing, Short Term Commitment, Part-Time	21
L. Renewal Term Pricing, Short Term Commitment, Occasional	11
Total Available Points (Sum of A through L)	400

A. Initial Term Pricing, Long Term Commitment, Full Time - 72 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Long Term Commitment, Full Time) shall receive 72 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 72 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

B. Initial Term Pricing, Long Term Commitment, Part-Time - 48 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Long Term Commitment, Part-Time) shall receive 48 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 48 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

C. Initial Term Pricing, Long Term Commitment, Occasional - 24 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Long Term Commitment, Occasional) shall receive 24 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 24 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

D. Initial Term Pricing, Short Term Commitment, Full Time - 48 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Short Term Commitment, Full Time) shall receive 48 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 48 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

E. Initial Term Pricing, Short Term Commitment, Part-Time - 32 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Short Term Commitment, Part-Time) shall receive 32 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 32 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

F. Initial Term Pricing, Short Term Commitment, Occasional - 16 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Initial Term Pricing, Short Term Commitment, Occasional) shall receive 16 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 16 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

G. Renewal Term Pricing, Long Term Commitment, Full Time - 48 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Long Term Commitment, Full Time) shall receive 48 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 48 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

H. Renewal Term Pricing, Long Term Commitment, Part-Time - 32 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Long Term Commitment, Part-Time) shall receive 32 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 32 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

I. Renewal Term Pricing, Long Term Commitment, Occasional - 16 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Long Term Commitment, Occasional) shall receive 16 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 16 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

J. Renewal Term Pricing, Short Term Commitment, Full Time - 32 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Short Term Commitment, Full Time) shall receive 32 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 32 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

K. Renewal Term Pricing, Short Term Commitment, Part-Time - 21 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Short Term Commitment, Part-Time) shall receive 21 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 21 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

L. Renewal Term Pricing, Short Term Commitment, Occasional - 11 Available Points

The Respondent with the lowest sum of all six positions in this section of the cost proposal (i.e. Renewal Term Pricing, Short Term Commitment, Occasional) shall receive 11 points. Other Respondents shall receive points based on the following formula:

$$(X \div N) \times 11 = Z$$

Where:

X = lowest sum of all six positions in this section of the cost proposal of all responses

N = Respondent's sum of all six positions in this section of the cost proposal

Z = points awarded

6.3 Identical Tie

In the event that the Department receives two identical Proposals, the Department will select a Vendor in accordance with Florida Statutes.

RFP ATTACHMENTS

Attachment A – Draft Contract
Attachment B – Special Contract Conditions
Attachment C – Scope of Work
Attachment D – Special Instructions for Respondents
Attachment E – Responsive Requirements
Attachment F – Vendor Information
Attachment G – Certification of Drug-Free Workplace
Attachment H – Cost Proposal
Attachment I – Technical Proposal and Technical Proposal Evaluation Criteria
Attachment J – Preferred Pricing
Attachment K – Draft SLA
Attachment L – Region Map

Attachment D

Special Instructions for Respondents

1. MFMP Sourcing

Since July 1, 2003, the Department has used the online e-procurement system known as MyFloridaMarketPlace (MFMP). This solicitation will be administered using MFMP Sourcing.

2. MFMP Registration

To participate within MFMP Sourcing, a Bidder must be a registered vendor in the MFMP Vendor Information Portal (VIP). Registered Vendors should log into MFMP VIP to ensure contact information and commodity code registrations are correct and to ensure the option to participate in electronic solicitations in MFMP Sourcing is selected.

Vendors not currently registered with MFMP VIP must:

- a) Create an account through the MFMP VIP.
- b) Within MFMP VIP, indicate on the Solicitations page that they wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, select the commodity codes for the goods and services that the vendor would like to provide to the State. Vendors will not receive notifications for commodities codes that are not selected.

Note: VBS and MFMP Sourcing provide automated notifications to the vendor community, as a courtesy, based on commodity codes that are tied to a vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the vendor will not be able to 'Join' the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding commodity codes to their business profile. Changes made in MFMP VIP, including new registrations, may take 48 hours to take effect.

The MFMP VIP can be accessed via this link: <https://vendor.myfloridamarketplace.com/>

The Department strongly recommends vendors set MS Internet Explorer browser to compatibility mode while using MFMP applications. Information regarding recommended internet browser settings can be accessed at:

[https://www.dms.myflorida.com/content/download/139967/902595/MFMP_U_IE_Compatibility_Job_Aid_\(edge\).pdf](https://www.dms.myflorida.com/content/download/139967/902595/MFMP_U_IE_Compatibility_Job_Aid_(edge).pdf)

In order to *Join* the MFMP Sourcing event vendors must:

- a) Have a current MFMP vendor registration within the MFMP VIP; and
- b) Select 'Yes' to participate in electronic sourcing events in MFMP Sourcing.

The MFMP Sourcing application may be accessed using the following link:

<https://sourcing.myfloridamarketplace.com>

3. MFMP Sourcing Posting Phase

A solicitation formally begins when the Department posts a Notice in VBS and publishes an MFMP Sourcing event.

Solicitations conducted in MFMP Sourcing exist in the following statuses:

Preview Status

A solicitation is published as a *Public Event* in MFMP Sourcing and is initially in *Preview* status. When the solicitation is in *Preview* status, Vendors can view and download all information related to the solicitation and pose questions to the Procurement Officer in the *Messages* tab of the event. The solicitation remains in *Preview* status until the *Open* status begins.

Open Status

The solicitation enters *Open* status on the date listed on the Timeline of Events. When a solicitation is in *Open* status, all Vendors who accepted the *Bidders Agreement* in MFMP Sourcing may submit bids until the Bid Due Date listed in the Timeline of Events. The solicitation remains in *Open* status until the Bid Due Date and Time listed in the Timeline of Events.

Pending Selection Status

The solicitation enters *Pending Selection* status on the date listed on the Timeline of Events. When a solicitation is in *Pending Selection* status, vendors are no longer able to submit bids in accordance with the Timeline of Events.

Completed/Awarded Status

The solicitation enters *Completed/Awarded* status after the Notice of Intent to Award has been published to the Vendor Bid System, in accordance with the Timeline of Events. This status indicates the MFMP Sourcing event has been completed and the term *Award* in MFMP Sourcing refers solely to system function.

4. MFMP Training

A non-mandatory Pre-Bid Conference/MFMP training event may be held in accordance with the Timeline of Events to discuss how to view and respond to solicitations in [MFMP Sourcing](#). The Non-Mandatory Pre-Bid Conference/MFMP training event will be held at the date and time specified in the Timeline of Events. Attendance is optional but encouraged. Vendors may attend the webinar from their computer, tablet, or smartphone by clicking the link found in the Timeline of Events at the time of the training. A PDF of the presentation is available at https://www.dms.myflorida.com/media/state_purchasing/mfmp_files/buyers/state_purchasing_vendor_pre_bid_deck_2018. If a Bidder is unable to attend the training, the MFMP team offers many other training resources, including recorded, online training and job aids that can be viewed on the MFMP Training for Vendors webpage, which is accessible at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors. Public meetings conducted during this solicitation are open to members of the general public, current vendors, potential vendors and interested persons.

MFMP University offers vendor training materials on the Department's website at:

https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors. MFMP University provides access to recorded online trainings on a variety of topics, including Vendor Registration and Selecting Commodity Codes.

5. MFMP Assistance

Vendors that need assistance using MFMP may contact the MFMP Customer Service Desk at VendorHelp@myfloridamarketplace.com or (866) 352-3776.

Attachment E Responsive Requirements

SOLICITATION SECTION REFERENCE OR ATTACHMENT	RESPONSIVE REQUIREMENTS
RFP	The person submitting the Response and its pricing certifies they are authorized to respond to this solicitation on the Respondent's behalf. (Certifying by signature below)
Attachment B and PUR 1001 form*	The Respondent certifies that the Respondent is not a Discriminatory Vendor or Convicted Vendor as described in section 287.133 and section 287.134, Florida Statutes. (Certifying by signature below)
RFP and PUR 1001 form*	The Respondent certifies that the Respondent is in compliance with Section 9 of the PUR 1001 form*, as modified by the General Instructions section of this RFP. (Certifying by signature below)
Attachment B	The Respondent certifies that it is not on the Scrutinized List of Prohibited Companies (https://www.sbafla.com/fsb/PerformanceReports.aspx), is not on the Scrutinized Companies that Boycott Israel pursuant to section 215.4725, Florida Statutes, and is not participating in a boycott of Israel. (Certifying by signature below)
RFP	The Respondent certifies that if awarded a Contract, it shall provide a PDF file of their current and active registration with the Department of State prior to contract execution. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: www.sunbiz.org . (Certifying by signature below)
Attachment H	The Respondent certifies it has provided the Department with an Attachment H Cost Proposal (Certifying by signature below)
Attachments A and B	The Respondent certifies it accepts and will comply with all terms and conditions listed in the Draft Contract and the Special Contract Conditions. (Certifying by signature below)

* The PUR 1001 form (General Instructions to Respondents) is available at https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms.

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf, and certifies conformance with all Responsive Requirements listed above.

Name of Respondent's Organization

Signature of Organization's Authorized Representative

Date

Attachment F Vendor Information

Please ensure the vendor information provided in this form matches the MyFloridaMarketPlace (MFMP) Vendor Registration account information: [Florida Vendor Information Portal](#). DO NOT CHANGE THE FORMAT OF THIS FORM.

VENDOR NAME:	
VENDOR FEID NO.:	
VENDOR FEID MFMP LOCATION SEQUENCE NO.	
STREET ADDRESS:	
CITY, STATE and ZIP:	
WEBSITE ADDRESS:	
TELEPHONE NO.:	
TOLL-FREE NO.:	
FAX NO.:	
CERTIFIED BUSINESS ENTERPRISE	Yes ____ No ____
CERTIFIED BUSINESS ENTERPRISE CODE (IF APPLICABLE)	
FLORIDA CLIMATE FRIENDLY PRODUCTS	Yes ____ No ____
AUTHORIZED RESELLERS	Yes ____ No ____
AUTHORIZED RESELLERS (LIST IF APPLICABLE)	
COVERAGE AREA (STATEWIDE/REGIONAL/SPECIFIC COUNTIES)	
MFMP CATALOG	Yes ____ No ____
MFMP CATALOG TYPE (PUNCHOUT, LINE ITEM)	

Person Responsible for Administering The Contract		
NAME:		
TITLE:		
STREET ADDRESS:		
CITY, STATE and ZIP:		
E-MAIL ADDRESS:		
TELEPHONE NO.:		
TOLL-FREE NO.:		
CELL PHONE NO.:		
FAX NO.:		
Ordering and Remit-To Information - Please provide information where Customers should direct orders. You must provide a regular mailing address and email address. If equipped to receive purchase orders electronically, you may also provide a website address.		
REMIT-TO:		
REMIT-TO STREET ADDRESS:		
REMIT-TO CITY, STATE and ZIP CODE:		
REMIT-TO EMAIL and/or WEBSITE ADDRESS:		

Attachment G

Certification of Drug-Free Workplace

Section 287.087 of the Florida Statutes provides that, where equal bids, proposals or replies are received, preference shall be given to the Respondent that certifies it has implemented a drug-free workforce program. Please sign below and return this form, if applicable, to certify that your business has a drug-free workplace program.

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

RESPONDENT'S NAME:

By: _____
Authorized Signature Print Name and Title

**Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services**

Instructions

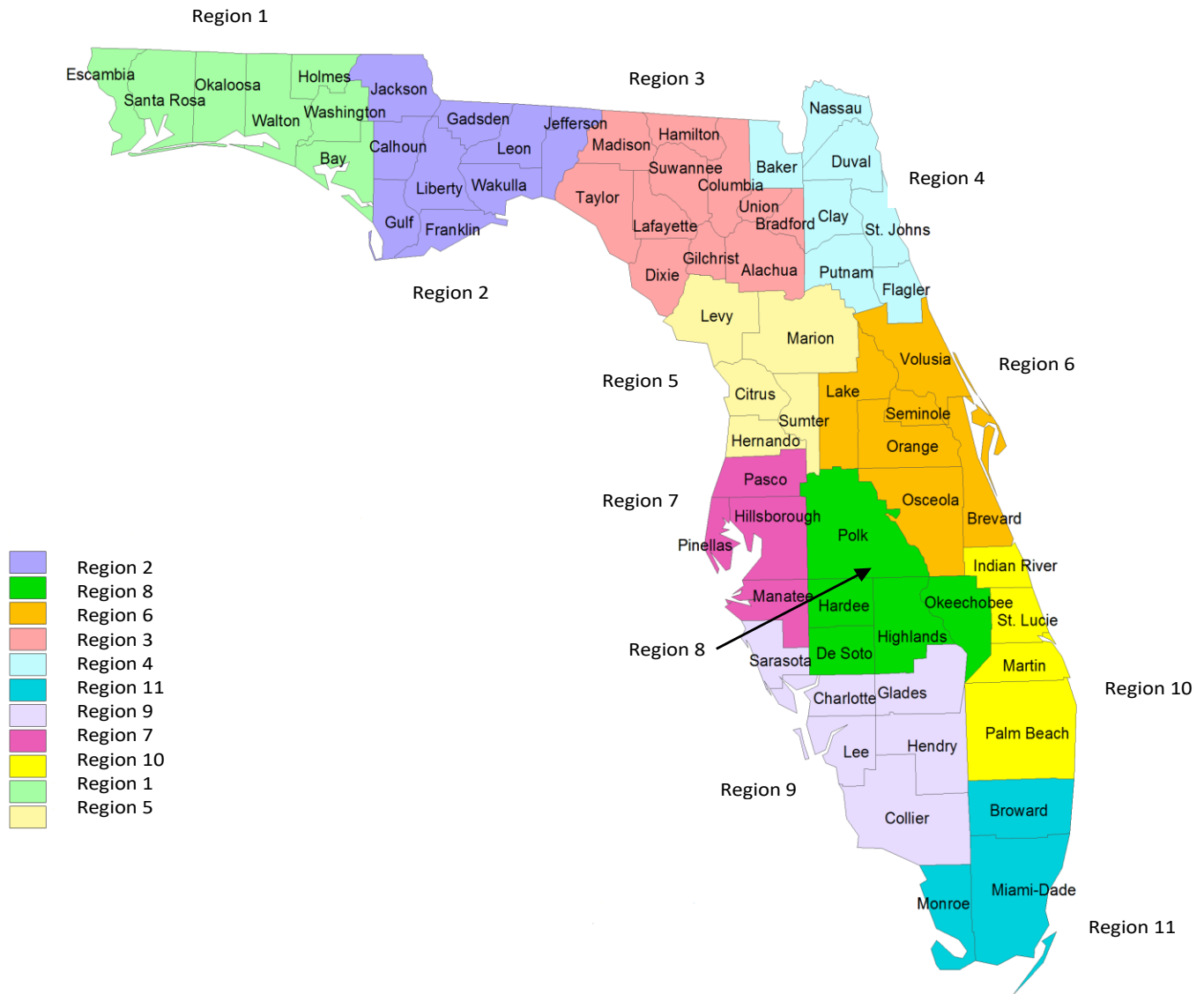
Security Guard Services (Required)

The Respondent may respond to one or more region. **The Respondent is not required to respond to all regions.** Pricing must be provided for all security guard positions (levels I-VI), service lengths (long term and short term), and hours (full time, part-time, and occasional) within each region for which the Respondent is offering a response. Please refer to the Scope of Work (Attachment C), Sections 4 (Operational Hours) and 6 (Position Descriptions) for definitions of positions, service lengths, and hours.

1. The Respondent is not required to submit a price in all yellow highlighted cells for all Regions. The Respondent must submit a price in all yellow highlighted cells for the region(s) for which the Respondent is proposing services.
2. All prices must be in U.S. Dollars (\$USD; e.g. \$99,999.00), and price ranges will not be accepted. The price shall be completed to two decimal places; amounts cannot include fractions of cents (e.g. \$0.005).
3. The Cost Proposal (Attachment H) establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
4. For the Respondent to be considered for an award in a region, the Respondent is required to submit pricing for all security guard positions, service lengths, and hours within in the region(s) they are proposing to offer services for both the Initial Term and Renewal Term. The Department will not consider or evaluate a proposal for any region that fails to provide pricing for all security guard positions, service lengths, and hours within in a region for both the Initial Term and Renewal Term.
5. Prices shall be based on meeting or exceeding the material specifications in the Scope of Work (Attachment C).
6. Respondents will not be deemed nonresponsive if they do not offer pricing for ancillary equipment.

Ancillary Equipment (Optional)

The Respondent is not required to provide pricing for ancillary equipment. No points will be awarded based on information provided in this section. Please note that the Respondent will not be able to offer any ancillary equipment for which pricing is not provided.



Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services

Respondent Name	
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Initial Term Pricing												
Security Guard Services (Required)												
* * * Please read the 'Instructions' tab prior to completing and submitting the Cost Proposal (Attachment H). * * *												
Service Description	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Long Term Commitment: One or more years												
Full Time: 35 to 40 hours per week												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Part-Time: 1 to 34 hours per week												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Occasional: Days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											

Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services

Respondent Name

Initial Term Pricing												
Service Description	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Short Term Commitment: Less than one year												
Full Time: 35 to 40 hours per week												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Part-Time: 1 to 34 hours per week												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Occasional: Days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Emergency Response Security Guards - Armed	Hourly											
Emergency Response Security Guards - Unarmed	Hourly											

**Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services**

Respondent Name

Initial Term Pricing

Ancillary Equipment (Optional)

***** Please read the 'Instructions' tab prior to completing and submitting the Cost Proposal (Attachment H). *****

Service Description	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Vehicles - Bicycle	Hourly											
Vehicles - Golf cart	Hourly											
Vehicles - Automobile	Hourly											
Vehicles - SUV	Hourly											
Vehicles - 4WD truck	Hourly											
Vehicles - Bicycle	Daily											
Vehicles - Golf cart	Daily											
Vehicles - Automobile	Daily											
Vehicles - SUV	Daily											
Vehicles - 4WD truck	Daily											
Vehicles - Bicycle	Monthly											
Vehicles - Golf cart	Monthly											
Vehicles - Automobile	Monthly											
Vehicles - SUV	Monthly											
Vehicles - 4WD truck	Monthly											

Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services

Respondent Name	
------------------------	--

Renewal Term Pricing												
Security Guard Services (Required)												
* * * Please read the 'Instructions' tab prior to completing and submitting the Cost Proposal (Attachment H). * * *												
Service Description	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Long Term Commitment: One or more years												
Full Time: 35 to 40 hours per week												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Part-Time: 1 to 34 hours per week												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Occasional: Days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											

Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services

Respondent Name	
------------------------	--

Renewal Term Pricing												
Service Description	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Short Term Commitment: Less than one year												
Full Time: 35 to 40 hours per week												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Part-Time: 1 to 34 hours per week												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Occasional: Days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.												
Security Guard Level I	Hourly											
Security Guard Level II	Hourly											
Security Guard Level III	Hourly											
Security Guard Level IV	Hourly											
Security Guard Level V	Hourly											
Security Guard Level VI	Hourly											
Emergency Response Security Guards - Armed	Hourly											
Emergency Response Security Guards - Unarmed	Hourly											

**Attachment H: Cost Proposal
Request For Proposals
No. 92121500-19-A
Security Guard Services**

Respondent Name	
------------------------	--

Renewal Term Pricing												
Ancillary Equipment (Optional)												
* * * Please read the 'Instructions' tab prior to completing and submitting the Cost Proposal (Attachment H). * * *												
Service Description	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Vehicles - Bicycle	Hourly											
Vehicles - Golf cart	Hourly											
Vehicles - Automobile	Hourly											
Vehicles - SUV	Hourly											
Vehicles - 4WD truck	Hourly											
Vehicles - Bicycle	Daily											
Vehicles - Golf cart	Daily											
Vehicles - Automobile	Daily											
Vehicles - SUV	Daily											
Vehicles - 4WD truck	Daily											
Vehicles - Bicycle	Monthly											
Vehicles - Golf cart	Monthly											
Vehicles - Automobile	Monthly											
Vehicles - SUV	Monthly											
Vehicles - 4WD truck	Monthly											

Attachment I

Technical Proposal and Technical Proposal Evaluation Criteria

The Respondent shall prepare and submit its Technical Proposal according to the criteria and instructions provided in this attachment. The Respondent should submit only one PDF document with fully searchable text and image features throughout the document.

Technical Proposal	Available Points
1. Experience	250
2. Proposed Solution	200
3. Human Resource Management	150
Total Available Points for Technical Proposal	600

1. Experience – 250 Available Points

Provide a narrative in the technical proposal that contains a detailed description demonstrating how many years of experience the Respondent has in providing Security Guard Services. A Respondent may demonstrate experience to include, but not limited to, providing references from clients and/or describing past projects. Evaluators will consider the following information when scoring the experience section.

The Respondent will be scored by the Department's Evaluators based on their company's number of years providing Security Guard Services

Proposals will be evaluated based on the following:

Evaluation Criteria	Points
Up to 3 years' experience	61
3 to 6 years' experience	124
7 to 10 years' experience	187
10 plus years' experience	250

2. Proposed Solution – 200 Available Points

Provide a proposal which fully describes in the Respondent's solution for carrying out the Security Guard Services, as described in Attachment C – Scope of Work, for which the Respondent is submitting a Proposal. Provide information which demonstrates the Respondent's ability to provide the services for which the Respondent is submitting a Proposal in accordance with the terms and conditions set forth in Attachment C – Scope of Work.

Proposals will be evaluated based on the following:

Does the Respondent's proposed solution demonstrate the Respondent's ability to carry out the Security Guard Services for which Respondent is submitting a Proposal?

Evaluation Criteria	Points
Respondent's proposed solution does not demonstrate an ability to provide the services for which Respondent is submitting a Proposal.	0

Respondent's proposed solution demonstrates a minimal ability to provide the services for which Respondent is submitting a Proposal.	66
Respondent's proposed solution demonstrates an intermediate ability to provide the services for which Respondent is submitting a Proposal.	133
Respondent's proposed solution demonstrates an exceptional ability to provide the services for which Respondent is submitting a Proposal.	200

3. Human Resource Management – 150 Available Points

Provide a proposal which fully describes the Respondent's standards for hiring and maintaining employment. Provide information which demonstrates the Respondent's process for interviewing employees, maintaining sufficient number of staff, and ensuring Contractor's employees adhere to the terms and conditions set forth in Attachment C – Scope of Work.

Proposals will be evaluated based on the following:

Does the Respondent's proposal demonstrate the Respondent's ability to provide sufficient numbers of qualified staff who will adhere to the terms and conditions set forth in Attachment C – Scope of Work?

Evaluation Criteria	Points
Respondent's proposed solution does not demonstrate an ability to provide sufficient numbers of qualified staff who will adhere to the terms and conditions set forth in Attachment C – Scope of Work.	0
Respondent's proposed solution minimally demonstrates an ability to provide sufficient numbers of qualified staff who will adhere to the terms and conditions set forth in Attachment C – Scope of Work.	50
Respondent's proposed solution satisfactorily demonstrates an ability to provide sufficient numbers of qualified staff who will adhere to the terms and conditions set forth in Attachment C – Scope of Work.	100
Respondent's proposed solution exceptionally demonstrates an ability to provide sufficient numbers of qualified staff who will adhere to the terms and conditions set forth in Attachment C – Scope of Work.	150

Attachment J Preferred Pricing

REGARDING THE CONTRACT BETWEEN
_____ (THE "CONTRACTOR")
AND
THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
CONTRACT NO.: _____ DATED: _____ (THE "CONTRACT")

Pursuant to section 216.0113, Florida Statutes, the undersigned contractor hereby attests that the Contractor complies with the Preferred Pricing clause contained in Attachment B – Special Contract Conditions, subsection 3.2.2:

Print Contractor's Name: _____

By: _____
Signature of the Authorized Representative:

Date: _____

Print Representative's Name/Title:

STATE OF _____ COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, by
_____.

Signature of Notary
(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] ____ Personally Known OR ____ Produced the following I.D. _____

Vendor Name: _____ FEIN# _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City, State, and Zip code: _____
Phone Number: (____) ____ - ____ E-mail: _____
CORPORATE SEAL (IF APPLICABLE)

**Service Level Agreement
Attachment K
Security Guard Services
SLA No.**

This Service Level Agreement (SLA) is between the [Customer Name] an agency of the State of Florida, with offices at [Customer address], and [Company Name] ("Contractor"), authorized to transact business in the State of Florida with offices at [Company address].

The Parties enter into this SLA pursuant to State Term Contract No.: 92121500-19-01 in accordance with the terms and conditions of the solicitation.

The Parties therefore agree as follows.

SECTION 1. TERM

1.1. Initial Term

The initial SLA term shall begin on XXXX, or on the last date it is signed by all Parties, whichever is later, and expires on XXXX.

1.2. Renewal Term

Upon written agreement, the SLA may be renewed in whole or in part for a period that will not exceed the initial term of the state term contract by more than 12 months pursuant to section 26 of the PUR 1000 and must be provided at the applicable pricing specified in the state term contract. Any renewal is contingent upon the satisfactory performance of the Vendor and subject to the availability of funds.

SECTION 2. SLA DOCUMENT

- 2.1.** This SLA sets forth the entire understanding of the Parties and consists of the documents listed below. In the event any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- 2.1.1. This SLA Document
- 2.1.2. State Term Contract No. 92121500-19-01

SECTION 3. CONTRACT ADMINISTRATION

3.1. Contract Manager

The Contract Manager is primarily responsible for overseeing and monitoring the Contractor's performance to ensure compliance in accordance with all contract provisions. At the discretion of the Customer's Contract Manager, monitoring may include bi-weekly meetings between the Contractor and the Contract Manager to address any areas of concern. The Contract Manager shall be as follows:

Name:
Title:
Company:
Address:
Telephone:
Email:

In the event the Customer changes the Contract Manager, the Customer will notify the Contractor in writing via email. Such changes do not require a formal written

**Service Level Agreement
Attachment K
Security Guard Services
SLA No.**

amendment to the Contract.

3.2. Contractor Representative

The Contractor's employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this SLA and the State Term Contract shall be:

Name:

Title:

Company:

Address:

Telephone:

Email:

**SECTION 4. ADDITIONS TO THE STATE TERM CONTRACT SCOPE OF WORK
REQUESTED BY THE CUSTOMER**

- 4.1.** [insert if applicable: Bilingual Guards who speak English and Spanish in accordance with Attachment C, Scope of Work]
- 4.2.** [insert if applicable: Ancillary Services as defined in Attachment C, Scope of Work]
- 4.3.** [insert if applicable: Requirement to submit job descriptions to the Customer in accordance with Attachment C, Scope of Work]
- 4.4.** [insert if applicable: Designated method for submitting required reports in accordance with Attachment C, Scope of Work]
- 4.5.** [insert if applicable: Terms for Contractor's call service center signage specifics e.g. design, material, quantity, posting location, etc. in accordance with Attachment C, Scope of Work]
- 4.6.** [insert if applicable: Agency specific required trainings in addition to the requirements in Attachment C, Scope of Work, Section 13]

SECTION 5. FACILITIES/LOCATIONS

Customer facilities covered by this SLA shall be set forth in SLA Exhibit A – Facility List. During the term of the Contract, the Customer shall have the right to add and/or delete facilities covered by this SLA by updating Exhibit A – Facility List and providing to the Contractor. Additions shall be priced based on the Contract pricing. Deletions shall result in a price reduction equal to the amount set forth in the Contract pricing. Addition and or deletion of other facilities shall be upon written mutual agreement of both Parties to Exhibit A – Facility List.

All changes, modifications, deletions or additions to the services that will result in any change must be requested and preapproved in writing by the Customer.

SECTION 6. TRANSITION PLAN

Within ten (10) working days after SLA execution, the SLA Manager will conduct a kick- off meeting and/or conference call with the Contractor to discuss the Scope of Work and services needed.

**Service Level Agreement
Attachment K
Security Guard Services
SLA No.**

SECTION 7. CUSTOMER FURNISHED ITEMS

- 7.1** The Customer will furnish, without cost to the Contractor, the following materials and equipment to be used in connection with the performance of this SLA. The Customer will provide the following:

7.1.1. [insert Items customer will provide at no cost to the Contractor.
Example: On-Call List for facility, Emergency Call Procedures, Keys,
Replacement of lost, damaged, or stolen equipment, etc.]

SECTION 8. CONTRACTOR DELIVERABLES

- 8.1.** The services to be provided are [armed and/or unarmed] Security Guard Services at the facilities and locations identified in SLA EXHIBIT A – Facility List and their associated parking structures and sites in accordance with Chapter 493, Florida Statutes, as specified in ATTACHMENT C – Scope of Work.

The Contractor will be responsible for the following tasks/deliverables at each location, in addition to the Scope of Work:

8.1.1 [insert any additional deliverables as needed]

SECTION 9. PERFORMANCE MEASURES

- 9.1** [insert any Performance Measures required by the Customer as needed]

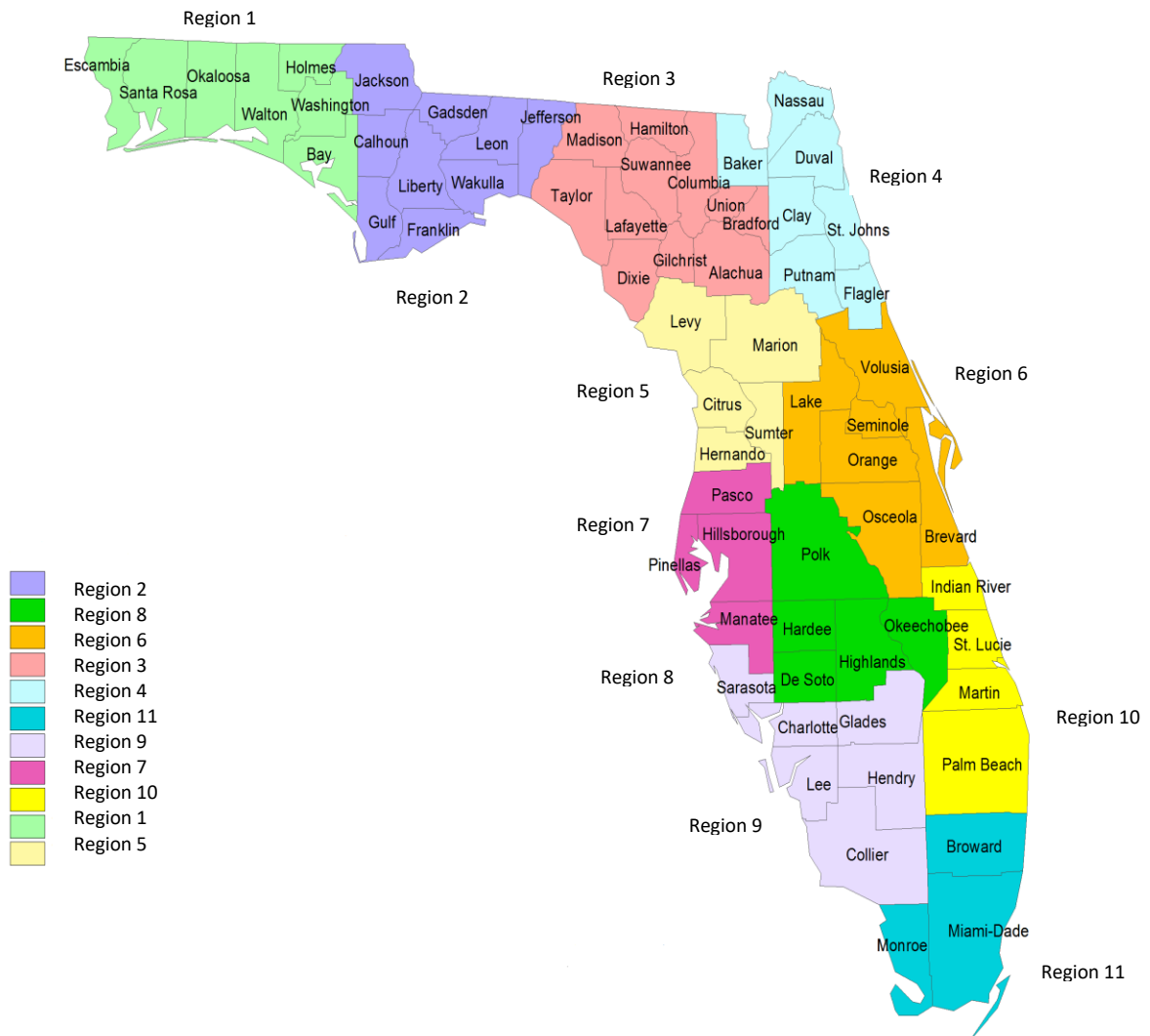


FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

Attachment L: Region Map Security Guard Services



Facility	Facility Hours of Operation	Total Weekly Number of Hours	Type of Security Officer
	Total Hours:		



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



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

Presented To

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



October 29, 2019

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

Dear Ms. Walker and State Technical Evaluation Members:

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

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

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

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

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

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

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

Sincerely,

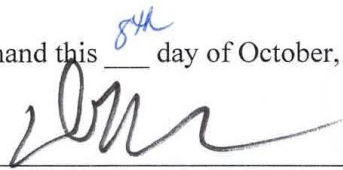
A handwritten signature in blue ink, appearing to read "Andrew Daniels".

Andrew Daniels, Vice President
Allied Universal Security Services

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

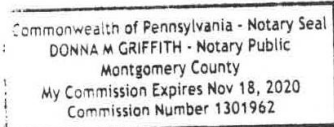
I, David I. Buckman, hereby certify that: (i) I am the Secretary of Universal Protection Service, LLC, d/b/a Allied Universal Security Services with an address of Eight Tower Bridge, 161 Washington Street, Suite 600, Conshohocken, PA 19428, (ii) Steven S. Jones is President and CEO of the Company, Andrew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

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



David I. Buckman
Secretary

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



Stamp of Notary

Donna M. Griffith

Print name

Donna M. Griffith

Signature

10 / 8 / 19

Date

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ATTACHMENTS

- Sample Certificate of Insurance
 - Company Financials

Tab 1 - Completed Attachments

1) Attachment F - Vendor Information

Attachment F Vendor Information

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

Person Responsible for Administering The Contract		
NAME:	Robert McKnight	
TITLE:	SSO Auditor - Billing	
STREET ADDRESS:	1317 Winewood Blvd. Suite 250	
CITY, STATE and ZIP:	Tallahassee, FL 32399	
E-MAIL ADDRESS:	robert.mcknight@aus.com	
TELEPHONE NO.:	856-889-6408	
TOLL-FREE NO.:	866.703.7666	
CELL PHONE NO.:		
FAX NO.:	786.331.9559	
Ordering and Remit-To Information - Please provide information where Customers should direct orders. You must provide a regular mailing address and email address. If equipped to receive purchase orders electronically, you may also provide a website address.		
REMIT-TO:	PNC Bank c/o Allied Universal	
REMIT-TO STREET ADDRESS:	Lockbox Number 828854, Route 38 & Eastgate Drive	
REMIT-TO CITY, STATE and ZIP CODE:	Moorestown, NJ 08057	
REMIT-TO EMAIL and/or WEBSITE ADDRESS:	remittance@aus.com	

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

Attachment G Certification of Drug-Free Workplace

Section 287.087 of the Florida Statutes provides that, where equal bids, proposals or replies are received, preference shall be given to the Respondent that certifies it has implemented a drug-free workforce program. Please sign below and return this form, if applicable, to certify that your business has a drug-free workplace program.

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

RESPONDENT'S NAME:

Universal Protection Service, LLC, dba Allied Universal Security Services

By: 

Authorized Signature

Andrew Daniels, Vice President

Print Name and Title

Tab 2 - Mandatory Responsive Requirements

Respondents that fail to submit the required documentation will be deemed non-responsive.

1) A signed Attachment E - Responsive Requirements

Attachment E Responsive Requirements

SOLICITATION SECTION REFERENCE OR ATTACHMENT	RESPONSIVE REQUIREMENTS
RFP	The person submitting the Response and its pricing certifies they are authorized to respond to this solicitation on the Respondent's behalf. (Certifying by signature below)
Attachment B and PUR 1001 form*	The Respondent certifies that the Respondent is not a Discriminatory Vendor or Convicted Vendor as described in section 287.133 and section 287.134, Florida Statutes. (Certifying by signature below)
RFP and PUR 1001 form*	The Respondent certifies that the Respondent is in compliance with Section 9 of the PUR 1001 form*, as modified by the General Instructions section of this RFP. (Certifying by signature below)
Attachment B	The Respondent certifies that it is not on the Scrutinized List of Prohibited Companies (https://www.sbafla.com/fsb/PerformanceReports.aspx), is not on the Scrutinized Companies that Boycott Israel pursuant to section 215.4725, Florida Statutes, and is not participating in a boycott of Israel. (Certifying by signature below)
RFP	The Respondent certifies that if awarded a Contract, it shall provide a PDF file of their current and active registration with the Department of State prior to contract execution. NOTE: Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: www.sunbiz.org . (Certifying by signature below)
Attachment H	The Respondent certifies it has provided the Department with an Attachment H Cost Proposal (Certifying by signature below)
Attachments A and B	The Respondent certifies it accepts and will comply with all terms and conditions listed in the Draft Contract and the Special Contract Conditions. (Certifying by signature below)

* The PUR 1001 form (General Instructions to Respondents) is available at https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms.

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf, and certifies conformance with all Responsive Requirements listed above.

Universal Protection Service, LLC, dba Allied Universal Security Services

Name of Respondent's Organization

Andrew Daniels

Signature of Organization's Authorized Representative

October 29, 2019

Date

2) Attachment H – Cost proposal.

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

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

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

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

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

3) Respondent's Technical Proposal

Include information requested in Attachment I – Technical Proposal and Technical Proposal Evaluation Criteria in one PDF document with fully searchable text.

1. Experience – 250 Available Points

Provide a narrative in the technical proposal that contains a detailed description demonstrating how many years of experience the Respondent has in providing Security Guard Services. A Respondent may demonstrate experience to include, but not limited to, providing references from clients and/or describing past projects. Evaluators will consider the following information when scoring the experience section.

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

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

Allied Universal Mission

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



Fast Facts about Allied Universal...

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



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

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

Allied Universal Government Services

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

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

Government Services Memberships

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

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

Government Services Division provides more than...

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

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

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

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

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



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

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

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

Local Response | National Support in Tallahassee

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

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

Tallahassee Branch Office

Allied Universal Security
 1317 Winewood Blvd., Suite 250
 Tallahassee, FL 32399
 Phone: 850.219.7804

Local Operations in Tallahassee

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

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

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

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

National Support

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

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

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

Department Project Team

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

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

Name & Title	Training	Functional Role	Licenses/Associations	Add'l Experience
Bob Wood President of Southeast Region	B.S. Criminal Justice, College of New Jersey	Responsible for operational oversight of 500+ accounts in the Southeast Region.	American Society of Industrial Security Building Owners and Managers Association Association of Certified Fraud Examiners	Wood is responsible for the management and oversight of all Universal field security operations, including account management, field supervision, customer relations

Name & Title	Training	Functional Role	Licenses/Associations	Add'l Experience
				management and business development. • More than 30 years' of experience in the private security industry with the 3rd largest U.S. protective services firm, where he held key management positions responsible for operations in the Mid-Atlantic, New England and New York regional markets, including directing uniformed security services and relationship management for high-profile clients.
Jose Ubieta Senior Vice President Operations Miami Region	♦ B.A., Criminal Justice Administration, FIU ♦ Completed Surveillance Detection Course certification provided under the Department of Homeland Security. ♦ Certified by the Federal Emergency Management Agency in Introduction to the Incident	Responsible for Miami region and Southeast regional support consisting of 100,000+ hours of Security Services. Manages 3,000+ personnel including General Managers, Account Managers and Security Professionals.	Member of ASIS (American Society of Industrial Security) Certified Instructor for Incident Response to Terrorist Bombings, IRTB Program, New Mexico Tech.	• Also responsible for the operational oversight of over 150 accounts including Government, Performing Arts, Museums and University's throughout Miami, San Juan and U.S. Virgin Islands • Years in Industry: 30+ years • Currently serves as

Name & Title	Training	Functional Role	Licenses/Associations	Add'l Experience
	Command System, ICS 100; National Incident Management System, NIMS; ICS for Single Resources and Initial Action Incidents.			Senior Regional Vice President Support all Southeast Region operations. - Previously oversaw security operations for the Dade District which encompassed 18,000 weekly hours of service for prestigious national customers and numerous Miami-Dade County customers such as Internal Services Department, Miami International Airport, the Adrienne Arts Center for the Performing Arts, Water & Sewer Department, & the Juvenile Assessment Center. - Coordinated contract and event security operations for the 1997 World Series at Pro Player Stadium in Miami, Florida - Extensive security experience spanning 30

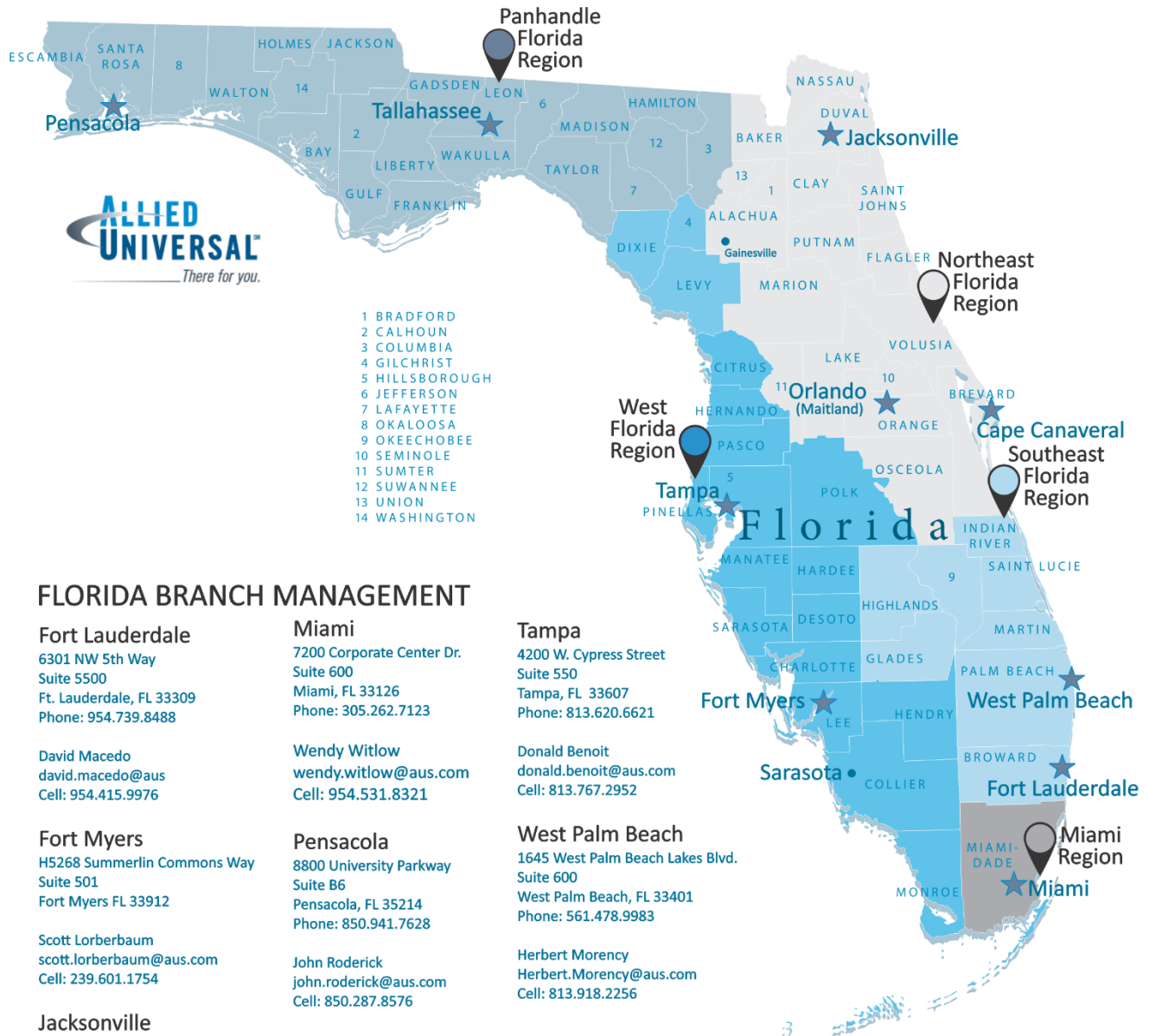
Name & Title	Training	Functional Role	Licenses/Associations	Add'l Experience
				years with combined commercial, private, and governmental agencies Supervised contract security services for Miami-Dade County Courthouses to include screening, personal protection, and emergency response
Andrew Daniels Vice President Business Development, Southeast Region	B.A., Speed Communication, Ithaca College, Ithaca, NY	Oversees business development and accounts throughout the Southeast Region	Building Owners and Managers Association American Society for Industrial Security Community Associations Institute	- Years in Industry: 10+ years 10+ years specializing in Residential Communities - Oversees 17 Security Account Development Specialists
Charlie Bohnenberger Vice President, Government Services	BA, Political Science, Villanova University, 1989 Master of Government Administration (MGA), University of Pennsylvania, 1997 Certificate, Leadership for State Executives, Duke University, 1998	Responsible for overall customer satisfaction, at the corporate level.	Board of Directors, Navy League of the United States, Philadelphia Chapter Board of Directors, United Cerebral Palsy Association of Philadelphia and Vicinity Member; Legislative Affairs Committee, Greater Philadelphia Chamber of Commerce	19 years' experience in political, government, and business sectors. 11 years' senior management experience in both the public and private sectors. - Served as Director of Governor Tom Ridge's Philadelphia Regional Office; as such, served as the Governor's

Name & Title	Training	Functional Role	Licenses/Associations	Add'l Experience
				representative on the Board of Directors for the Philadelphia Convention & Visitor's Bureau, Greater Philadelphia Tourism Marketing Corp., The Delaware River Port Authority, and several others. IBM's primary liaison to the US Department of Homeland Security, Department of Defense, and other federal agencies for IBM's largest consulting business unit.
Taylor McDonald Director of Government Services	M.S., Engineering Psychology / Human Factors Engineering, Florida Institute of Technology, Melbourne, FL B.S., Engineering Arts / Systems Engineering, Michigan State University, East Lansing, MI	Oversees government services throughout the Southeast region.	American Management Association, Mergers & Acquisitions, 24-hours. University of Virginia School, Darden School of Business, Executive Education, 8-hours. Dale Carnegie & Associates, Management Seminar, 7 weeks Stephen Covey, 7 Habits of Highly Effective People, 4 days Dale Carnegie & Associates, Human Relations & Effective 12-week course. <i>Elected by class members for Graduate Assistantship</i>	10+ years' experience in security industry 10+ years' experience in defense industry - Oversees state, county, and city government accounts in the Southeast region - Extensive experience in program management, systems engineering, and human factors engineering. - Interface and instructional design for

Name & Title	Training	Functional Role	Licenses/Associations	Add'l Experience
				Federal Bureau of Investigation (FBI), Federal Aviation Administration (FAA), National Geospatial-Intelligence Agency (NGA), Defense Intelligence Agency (DIA), Homeland Security and many other government agencies.
Lodovico "Chuck" Lesaltato Regional Training Manager	State of Florida Law Enforcement Officers Basic Recruit Class <i>August-February 1989</i> State of Florida Commission of Justice Standards, Sarasota, FL Basic Law Enforcement Training <i>January 1978</i> Cook County Sheriff's Office, Maywood, IL Basic Federal Law Enforcement Training <i>August 1973</i> U.S. Postal Inspection Service, Bethesda, MD Triton College <i>1971-1974</i> River Grove, IL Wright College <i>1970-1972</i> Chicago, IL	- Supervises 6 Regional Trainers in 8 states - Training of security officers in CPI, CPR, AED, First Aid, Handcuffing, OCAT, Baton and MOAB - Coordinates and outsources firearms and Taser training - Active Shooter training - Security Supervisor Training - Teaches State of Florida and Georgia security officers security license classes	Security Training - State of Florida Security License Class D – Unarmed Security Officer - Class G – Armed Security Officer - Class MB – Security Manger - Class DI – Security School Instructor Certifications - American Heart Association – CPR, AED and First AID Instructor - Nonviolent Crisis Intervention – CPI Instructor - Management of Aggressive Behavior- MOAB - Instructor Handcuffing Instructor - OCAT Instructor - Baton Instructor - FEMA Certifications: ICS 100.LE, ICS.LE 200, IS700, IS800, ICS100HCB, ICS200HCA	- Lieutenant/Law Enforcement - 1999-2012 - Media Liaison Officer (Public Information Officer) - Sarasota County Sheriff's Office, Sarasota, FL - Deputy/Law Enforcement - 1990-1999 - Crime Prevention and Back-up Public Information Officer - Sarasota County Sheriff's Office, Sarasota, FL - Deputy/Law Enforcement - 1989-1990 - Parks and Recreation Unit - Sarasota County Sheriff's Office, Sarasota, FL - Deputy/Law Enforcement - 1988-1989

Name & Title	Training	Functional Role	Licenses/Associations	Add'l Experience
				- Sarasota County Sheriff's Office, Sarasota, FL - Police Officer/Traffic Unit Supervisor - 1984-1988 - Hinsdale Police Department, Hinsdale, IL - Store Detective (Part-time) - 1983-1988 - Jewel Food Stores - Detective - 1983-1984 - Hinsdale Police Department, Hinsdale, IL - Police Officer - 1978-1983 - Hinsdale Police Department, Hinsdale, IL - Hotel Detective Supervisor (Part-time) - 1974-1978 - O'Hare Hilton, Chicago, IL - Police Officer - 1973-1978 U.S. Postal Inspection Service, Chicago, IL

Name & Title	Training	Functional Role	Licenses/Associations	Add'l Experience
Edwin Rodriquez Regional Trainer	State of Florida DI Instructor. D&G License as well UNITED STATES MARINE CORP E-5 SERGEANT JULY1982- JULY 1988 MONROE COLLEGE ACCOUNTING DEGREE 01/1989-06/1993	• Training of Security Officers in CPI, CPR, AED, First Aid, Handcuffing, OCAT, Baton and MOAB • Active Shooter training • Security Supervisor Training • Teaches State of Florida security Officers Security license classes	• Security Training • State of Florida Security License Class D – Unarmed Security Officer • Class DI – Security School Instructor Certifications • American Heart Association –ASHI, CPR, AED and First AID Instructor • Nonviolent Crisis Intervention – CPI Instructor • Management of Aggressive Behavior- MOAB Instructor • Handcuffing Instructor • OCAT Instructor • Baton Instructor	• Government Experience • FAA Clearance • Airport Control Towers Security Supervisor • TWIC



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East Florida Region

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Miami Region

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Northeast Florida Region

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Southeast Region

President Southeast, Bob Wood
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Cell: 347.728.1702

2. Proposed Solution – 200 Available Points

Provide a proposal which fully describes in the Respondent's solution for carrying out the Security Guard Services, as described in Attachment C – Scope of Work, for which the Respondent is submitting a Proposal. Provide information which demonstrates the Respondent's ability to provide the services for which the Respondent is submitting a Proposal in accordance with the terms and conditions set forth in Attachment C – Scope of Work.

Allied Universal's Service Delivery Approach

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

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

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

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

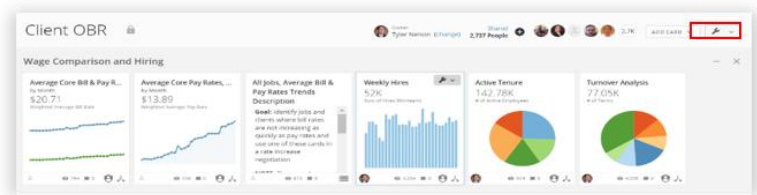
Our ultimate goal is to continually **DELIVER** what is important to you, visibly and measurably. We conduct formal Operations Business Reviews (OBRs) to review accomplishments, create benchmarks for future reviews and establish measurable goals. These client OBRs are an essential part of the Allied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

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

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

Account Management Model

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



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

Benefits of a Dedicated Account Manager

Knowledgeable management resource focused on your account

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

Manage incident response, reduce risk and conduct investigations

Mentor and expert resources for officers and supervisor

Uniforms and Appearance

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

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



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

Our Assurance

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

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

Grooming

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

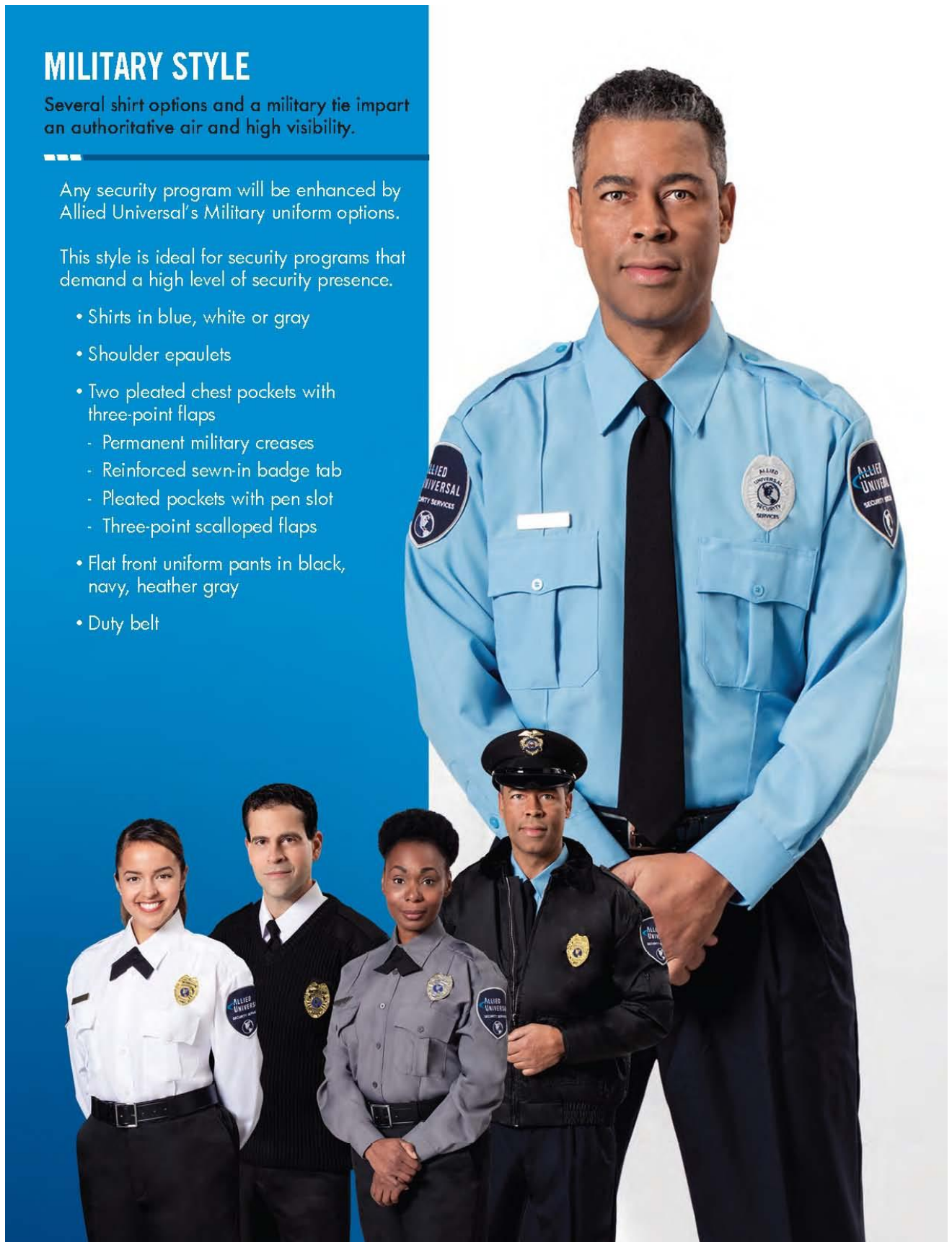
MILITARY STYLE

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

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

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

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



Comprehensive Training

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

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

There are Five Phases of security professional onboarding and development:

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



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

Training Methods

eLearning – Allied Universal EDGE

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

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

5,000,000+ courses completed since 2009



Instructor-led

Employees benefit from hands-on instruction in

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

Virtual Instructor-led Training (VILT)

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



On-the-Job-Training

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



Scenario-based Learning

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



mLearning

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



Subtopics



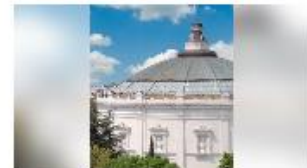
Aviation Security



Chem/Petro/Utility Security (CPCU)



Commercial Real Estate Security



Cultural Institution Security



Data Center Security



Government Services Security



Healthcare Security



Higher Education Security



Manufacturing/Industrial Security



NISP Security



Residential Community Security



Shopping Center Security

On-the-Job Training (OJT) Post Certification

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

OJT Post Certification Training – Sample Topics			
• Access Control • Bomb Threats • CPR/First Aid/AED • Electrical Emergencies • Equipment Removal Procedures	• Fire Alarm Response • ID Checks • Key Control • Mechanical Emergencies • Media Relations • Medical Emergencies	• Opening/Closing Procedures • Parking & Enforcement • Parking Lot Security • Patrol Techniques • Post Responsibilities • Report Writing	• Report Writing • Terrorism Awareness • Use of Telephones • Vehicle Assistance • Water Leaks • Weather Emergencies

Core Training

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

Core Training		
• Introduction to Contract Security • Legal Aspects of Private Security • Note Taking and Report Writing • Importance of Documentation • Patrol and Observation • Liability and Loss Prevention • Post Orders	• Appearance and Wellness • Exceptional Customer Care • Difficult People or Situations • Introduction to Safety • Personal Safety • First Aid, CPR and AED • Harassment	• Workplace Violence • Emergency Management • Indicators of Terrorist Surveillance • Video Surveillance • Bomb Threats • Media Management

Vehicle Operation

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

Vehicle Training			
Car/Truck	Segway and T-3	Bicycle	Golf Cart
• Driver/Vehicle Policy • Rules on Vehicle Operations • Patrol Driving • Accident Reporting • Vehicle Inspection Checklist • Vehicle Trip Log • Accident Reporting Procedures • Driver Training Practical Application Checklist	• Definition of Segway and T-3 • Description of How Segways and T-3s Work • Important Safety Tips	• Bicycle Basics and Safety • Rules of the Road • Preparation for Bicycle Patrol	• Golf Cart Daily Inspections • Golf Cart Operation • Safe and Secure Golf Cart Parking

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

Continuous Learning

Additional Online Course Offerings

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

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

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

Ongoing and Refresher Training

Ongoing & Refresher Training			
• Fire Alarms • Access Control • Bomb Threats	• Medical Emergencies • Broken Windows • Patrol • Water Leaks	• Suspicious Persons/ Disturbances • Water Leaks • Power Outages	• Customer Service • Safety Awareness • Elevator Entrapments

Supervisory and Management Training

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

Quarterly Leadership Training

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

Training Compliance Tracking

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

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

Sample Training Compliance Report

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

		
Site Report - Training/Compliance Titan Hyperion (9118448) - #9118448 5700 S Lake Shore Drive, Chicago, IL Call-770-625-1467, 8AM-8PM EST M-F with any Issues or Questions		
CPR/CPRA Compliance		
Total Employees : 10 Total Compliant : 9 Compliance Percentage : 90%		
Employee Name	Employee#	Status
Aiden Gray	842322206	No Document/Not Started
Caden James	911844812	Compliant
Cox, Sophia	842322205	Compliant
Elijah Myers	911844814	Compliant
Grayson Reyes	911844804	Compliant
Jackson Watson	911844810	Compliant
Liam Brooks	911844811	Compliant
Lucas Cruz	911844813	Compliant
Oliver Price	911844815	Compliant
Olivia Diaz	911844802	Compliant

Transition

Transition Plan

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

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

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

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

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



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

Retaining Incumbent Staff

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

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

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

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

Phase I: Transition Plan Development

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

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

Phase II: Transition Pre-Launch

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

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

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

Phase III: Partnership Launch

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

Phase IV: On-Going Operations

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

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

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

Transition Challenges and Timelines

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

Sample 30-Day Transition Plan for the Department

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

Program Operations

HELIAUS® - The Power of Insight into Action™

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

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

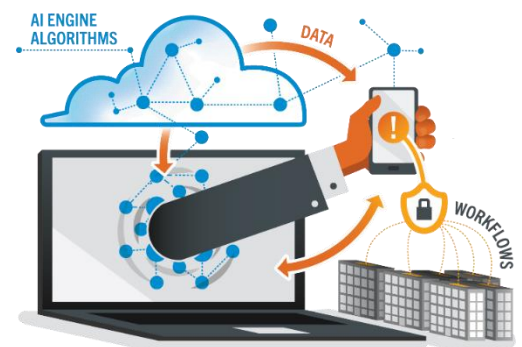


HELIAUS® utilizes the AI engine's proprietary algorithms to constantly develop prescriptive analytics to generate risk-adverse recommendations, aligning the right actions at the right time.

How it Works

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

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



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



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

Benefits to the Department

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

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



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

On-Site Management

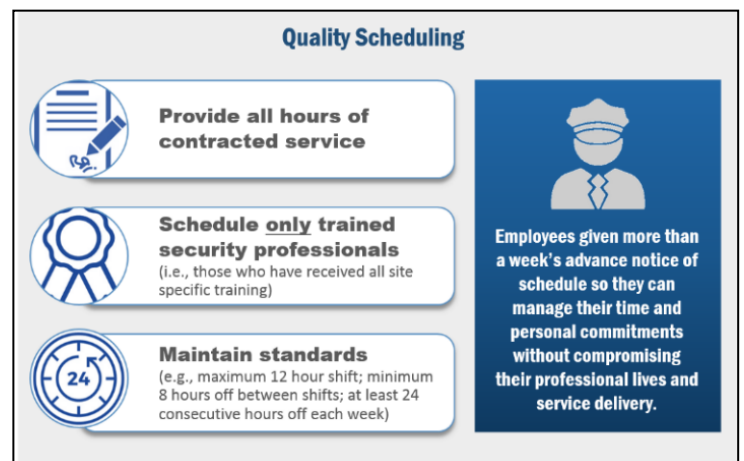
Supervisors will be focused on **daily inspections, guard mount, and written notices** to ensure that security professionals at Department facilities and sites follow day-to-day regulations, codes of conduct and Standard Operating Procedures (SOP). This is the most active and proactive group in the Quality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

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

Scheduling

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



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

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

WinTeam

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

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

Post Watch



Uninterrupted Coverage

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



Streamlined Administrative Tasks

To ensure you receive the best possible service.



Improved Payroll and Invoicing

With the elimination of paper timesheets.



Program Improvements

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



Readily Available Support

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

PostWatch for Cold Starts

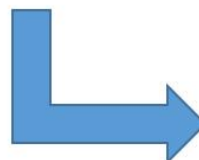
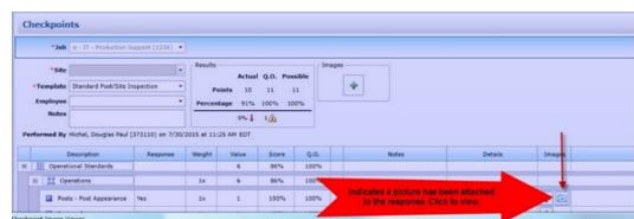
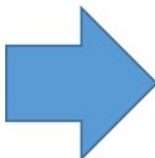
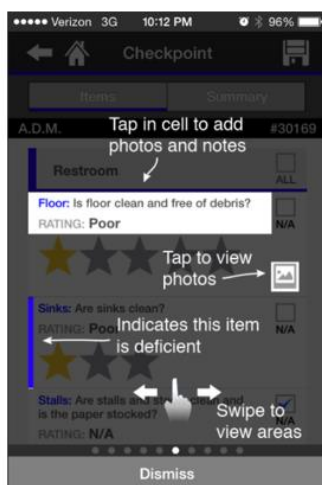
The Company uses an automated time keeping platform, **PostWatch™**, to manage timely attendance of security professionals. PostWatch starts with accurate and up-to-date schedules in WinTeam. The main screen shows when shifts are starting, who is working those shifts, and if any shifts are currently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

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

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

Inspections

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

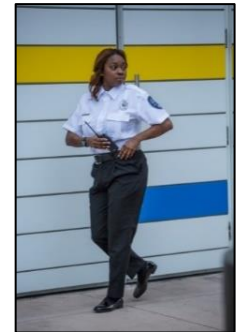


Incident Reporting

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

Emergency Preparedness and Response

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



Drills and Exercises

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

Emergency Preparedness

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

Emergency Response

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

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

Preparedness Planning Scenarios

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

Extra Coverage Requests

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

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

Quality Assurance Program based on Service Metrics and KPIs

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

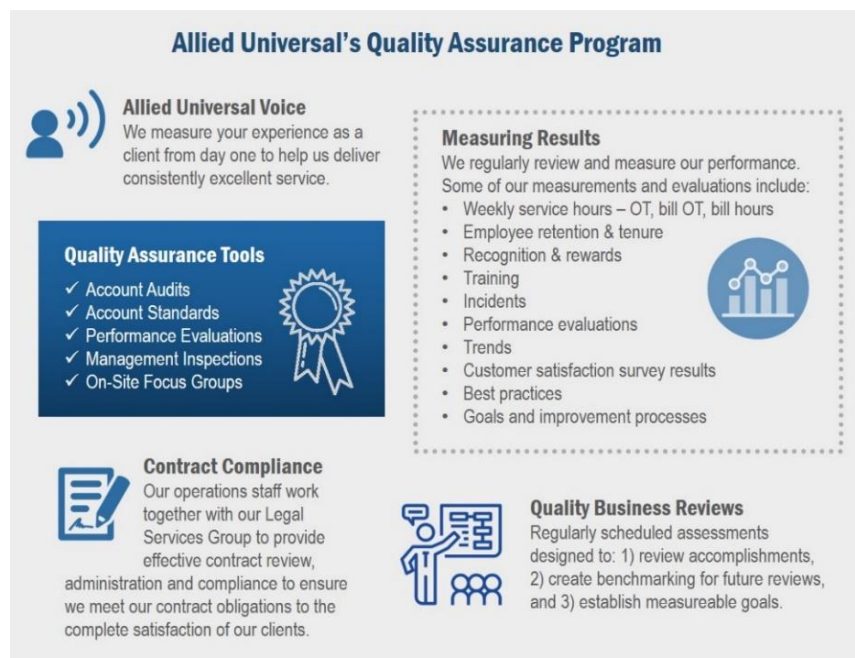
Allied Universal Site Management - Site Client Satisfaction Customer Action Plan

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



Measuring Performance

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



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

Continuous Improvement through Allied Universal|VoiceSM

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

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

Regularly Scheduled Operations Business Reviews

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

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

Reporting

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

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

Sample HELIAUS Tour Report

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

24/7/365 Allied Universal |Service Assurance Center

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

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

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



24/7/365

Operates round-the-clock.



Calls Forwarded

Branch office calls are forwarded at the close of each business day.



Crisis Communication

Hub for crisis management communications support: hurricanes, blizzards and floods.



Special Coverage

Communication conduit for clients' emergency coverage needs.



Scheduling Support

Oversees/monitors all Security Professional schedules, which helps ensure accurate client payroll and billing.



Immediate Notification

Dispatches calls/messages immediately to the appropriate manager (home phone, pager, cell phone).

eHub—Secure Client Portal for Clients

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



Instant Account Access

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

All of the information you need at your fingertips.



Personnel Scheduling Made Easy

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

Ordering Made Easy

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

Hundreds of clients at thousands of locations use eHub.

Quality Assurance

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



Compliance

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

Instant Account Access



- Review schedules
- Update personnel contact information
- Read job/site specific information
- Access pay stubs
- View pay stubs and schedules on smartphones with eHub app

Safety Plan

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



Job Safety Analysis

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

Minimum Requirements

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

Best Practices

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

Safety Training

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

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



Allied Universal Security Services Corporate Safety Manual

Corporate Safety Manual Index

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

Management Commitment

Tab 01

OUR MISSION

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

OUR GUIDING BEHAVIORS

In order to achieve our mission, we must:

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

OUR COMMITMENT

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



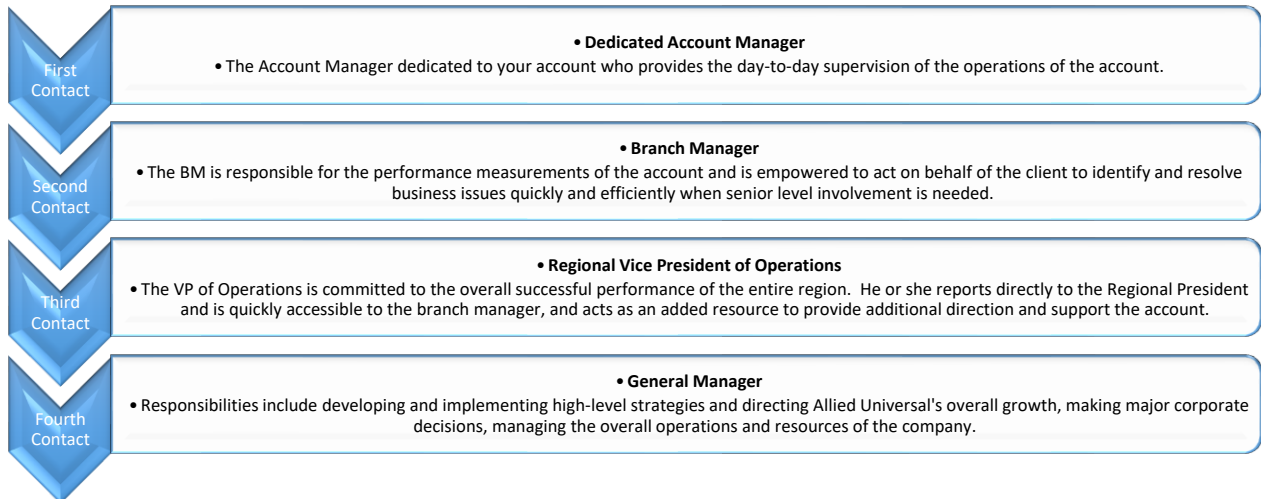
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Quality Assurance through Contract Compliance

Daily Issue Resolution via Customer Action Plan

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

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



Key Performance Indicators

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



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

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

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

Sample KPI and Grading

Cost Savings		
Definition	Supplier actively presents solutions for reducing overall costs through process reviews, consolidations and manpower effectiveness. Supplier should actively pursue and communicate opportunities to control costs to the customer.	
Calculation	Based on scoring scale below	
Thresholds	Acceptable 1 or more cost savings initiatives Presented or Implemented Full Points	Unacceptable No cost savings initiatives Presented or Implemented 0 Points

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

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

C = Complete, I = Incomplete, DIC = Did Not Commence, CE = On Request, RP = In Process, NS = Not Started, ND = No Data, E = Exceeded, CA = Cancelled

Contract Compliance

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



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

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

Continuous Improvement through AUS Voice

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

Client Survey/Feedback Process

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



Real-Time Survey

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

3. Human Resource Management

Provide a proposal which fully describes the Respondent's standards for hiring and maintaining employment. Provide information which demonstrates the Respondent's process for interviewing employees, maintaining sufficient number of staff, and ensuring Contractor's employees adhere to the terms and conditions set forth in Attachment C – Scope of Work.

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

FLORIDA

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Phone: 954.739.8488

Fort Lauderdale

Allied Universal® Event Services
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Phone: 954.765.5989

Fort Lauderdale

Allied Universal® Technology Services
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[Learn More](#)

Jacksonville

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Jacksonville, FL 32256
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Maitland, FL 32751
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Miami (guarding services only)

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Miami, FL 33126
Phone: 305.262.7123
[Learn More](#)

Miami (Investigations only)

66 West Flagler Street
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Miami, FL 33130
Phone: 305.891.7000
[Learn More](#)

Miami

Miami - Dade Aviation Department
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Miami, FL 33102-5504
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[Learn More](#)

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Pensacola

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Sarasota

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Tallahassee

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Tampa

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Tampa

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Suite 550
Tampa, FL 33607
Phone: 813.620.6621

Tampa

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

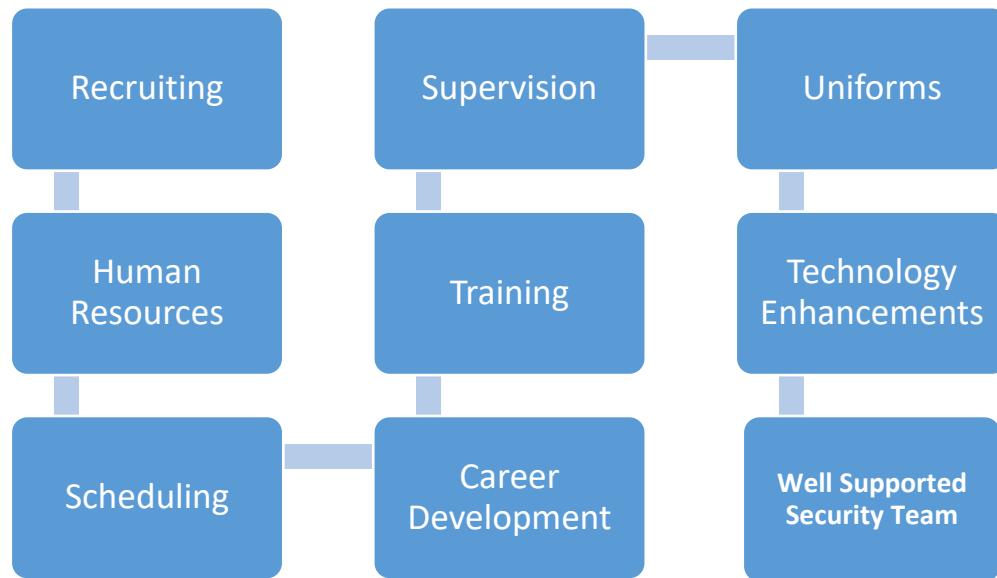
West Palm Beach

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

Department Security Begins with Recruiting

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

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



Recruiting

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

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

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



Screening Process

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



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

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

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

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

An Allied Universal Security Professional

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

Security Professional Basic Qualifications

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

Armed Security Professionals

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

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

Armed Personnel Recruitment

Applicant must:

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

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

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

Armed Personnel Screening

- Comprehensive Review of Completed Application
- Initial Interview to assess timeliness, appearance, communication skills and personality
- Social Security Check
- Criminal Background Check
- A fingerprint-based national check through a State Identification Bureau and the FBI Integrated Automated Fingerprint Identification System where permitted by state code or regulation
- A name-based statewide and/or county criminal history records search
- County by county searches are conducted based on:
 - Residences or names that are discovered through a Credit Check or Social Security Number Check
 - The location of listed residences
- Both felony and misdemeanors are searched
- Conviction and (where permitted by state law) pending prosecution searched
- In addition to meeting relevant state requirements, as a matter of Allied Universal policy applicants must not have a conviction for any of the following¹:
 - Any felony conviction
 - Illegally using, carrying or possessing a pistol or other dangerous weapon
 - Making or possessing burglar's instruments
 - Burglary
 - Buying or receiving stolen property
 - Unlawful entry of a building
 - Corruption of Minors
 - DWI/DUI within three years of application
 - Forgery, Fraud, Deceptive Practices or False Report
 - Aiding escape from prison
 - Unlawfully possessing or distributing habit forming narcotic drugs
 - Theft, Shoplifting, Larceny or Picking pockets or attempting to do so
 - Soliciting any person to commit sodomy or other lewdness
 - Recklessly endangering another person, including manslaughter
 - Harassment and Stalking
 - Kidnapping



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

Firearms Training

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

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

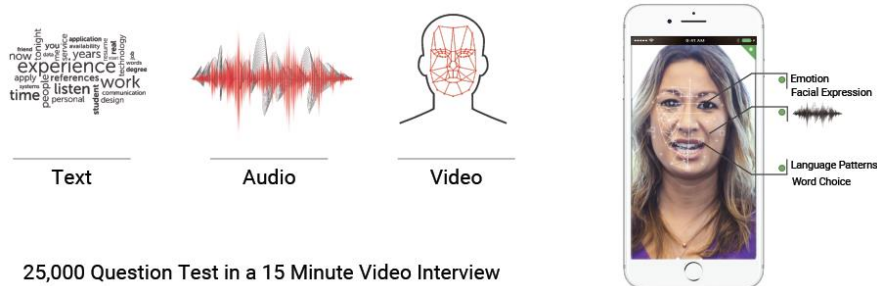
AllyO

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

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



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



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

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

Retention through Benefits, Incentives, Recognition

Leadership in Benefits

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

Allied Universal Employee Benefits	
Medical Insurance	Medical plans offered to all benefit-eligible employees through payroll deduction and/or client contribution. Benefits offered pursuant to our eligibility requirements/ policy. Detailed information regarding coverage and premium costs is available.
Dental & Vision Insurance	Dental Insurance and Vision Service Plan offered to all eligible employees.
Disability, Life & Accident Insurance	- Benefit-eligible employees have the ability to participate in a Disability Insurance Plan. - Basic life insurance offered to benefit-eligible employees at no charge. Additional, supplemental life insurance and AD&D is available to employees at a competitive rate. Accident insurance through MetLife offered to benefit-eligible employees.

Allied Universal Employee Benefits	
Paycard	Employees have option to receive their pay through direct deposit or a cash paycard (where permitted by law). Paycards allow immediate access to wages without incurring check cashing fees.
Commuter Benefits Program	Transit and parking funds deductible via payroll (pre-tax basis) offered to benefit-eligible employees.
Anniversary Bonus Program	Available to all employees who completed one year of continuous service. Amount based on each full year of service completed; paid on employee's anniversary date. Security professionals can still arrange to take unpaid time off, but our experience has shown that money in hand is preferred to time off. This Bonus offers our valued employees greater flexibility, while also serving as an incentive for employees to stay therefore improving overall retention.
401(k)	Employees can enroll anytime following 6 months of full-time employment.
Holidays	Security personnel receive time-and-a-half pay when working these holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
Employee Assistance Program & Legal Services	An employee assistance program and legal service is available to employees.
PerkSpot	Fringe benefits available exclusively to our employees for personal use (e.g., discounts on fitness memberships, cellular phone plans, retail merchandise and credit union access).
Career Development	Allied Universal believes in preparing our employees for a career in security. Our training programs prepare officers for the responsibilities of the site they are assigned to but it is the additional Company resources provided that create a long term commitment from our team members. We have established a documented retention program that encourages and rewards officers for their tenure with the Company as well as contribute to the continuing education and professional development of individuals through our internal development training or reimbursement of further education.
Educational Assistance, Tuition Discount & Scholarship Program	Allied Universal encourages employees to continually increase their knowledge, improve technical skills and prepare for a position for greater responsibility within the company. To support employees in their professional development, a variety of programs are offered: • Educational assistance • Tuition discount • Scholarship Program for Dependents

Retention through Recognition

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

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

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

Standards of Conduct

A security professional's primary duties are as follows:

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

DETECT suspicious activities.

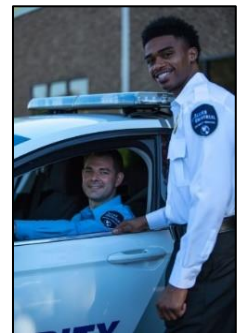
OBSERVE criminal acts or rule infractions at or near your post which may be a threat to the facility, the **Customer or Employees at your work site.**

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

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

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

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



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

Security Officer Post Duties

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

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

- **Fixed Posts**

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

- **Roving Posts**

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

- **Building Rules and Regulations**

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

- **Lost and Found**

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

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

- **Access Control**

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

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

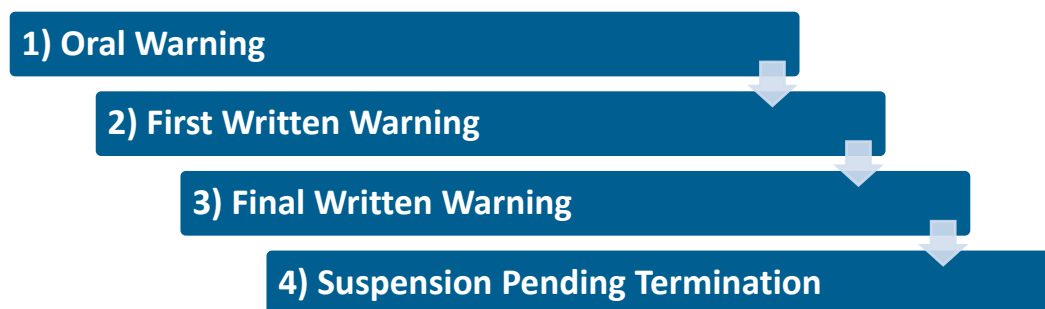
Post Orders

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

Conduct

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

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



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

Security Professional Handbook

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

®

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Sample Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360 CN118025105-AUS-GAWU-19-20		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428		INSURER A : Lexington Insurance Company 19437 INSURER B : Greenwich Insurance Company 22322 INSURER C : XL Insurance America 24554 INSURER D : Indian Harbor Insurance Company 36940 INSURER E : XL Specialty Insurance Company 37885 INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-006501253-06 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			082695264	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			RAD9437818-03	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB CLAIMS-MADE DED RETENTION \$			RES9437994	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	RWD3001203-03(AOS) RWR3001204-03(WI)	11/01/2019 11/01/2019	11/01/2020 11/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER Allied Universal Topco, LLC Eight Tower Bridge 161 Washington Street, Suite 600 Conshohocken, PA 19428	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	--

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: CN118025105

LOC #: Philadelphia



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

First Named Insured:
Allied Universal Topco, LLC

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

ACORD 101 (2008/01)

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AGENCY CUSTOMER ID: CN118025105

LOC #: Philadelphia



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

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

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ALLIED UNIVERSAL HOLDCO LLC

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State of Florida / 10-30-19

ALLIED UNIVERSAL HOLDCO LLC
CONSOLIDATED BALANCE SHEETS
(in thousands)

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

ALLIED UNIVERSAL HOLDCO LLC
CONSOLIDATED BALANCE SHEETS
(in thousands)

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

Attachment A: Price Sheet
Security Guard Services (92121500-20-1)
Updated Feburary 2023

Contractor**Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC**

Initial Term Pricing												
Security Guard Services												
Service Description	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Long Term Commitment: One or more years												
Full Time: 35 to 40 hours per week												
Security Guard Level I	Hourly	\$ 19.93	\$ 19.82	\$ 19.82	\$ 19.82	\$ 20.03	\$ 20.13	\$ 20.03	\$ 20.03	\$ 22.69	\$ 22.67	\$ 22.78
Security Guard Level II	Hourly	\$ 24.48	\$ 24.37	\$ 24.37	\$ 24.37	\$ 24.63	\$ 24.73	\$ 24.63	\$ 24.63	\$ 26.75	\$ 26.78	\$ 26.86
Security Guard Level III	Hourly	\$ 26.75	\$ 26.61	\$ 26.61	\$ 26.61	\$ 26.87	\$ 27.00	\$ 26.87	\$ 26.87	\$ 29.18	\$ 29.22	\$ 29.31
Security Guard Level IV	Hourly	\$ 33.06	\$ 32.90	\$ 32.90	\$ 32.90	\$ 33.21	\$ 33.37	\$ 33.21	\$ 33.21	\$ 36.03	\$ 36.09	\$ 36.20
Security Guard Level V	Hourly	\$ 36.88	\$ 36.71	\$ 36.71	\$ 36.71	\$ 37.06	\$ 37.23	\$ 37.06	\$ 37.06	\$ 40.17	\$ 40.27	\$ 40.39
Security Guard Level VI	Hourly	\$ 46.61	\$ 46.55	\$ 46.55	\$ 46.55	\$ 46.51	\$ 46.55	\$ 46.51	\$ 46.51	\$ 50.97	\$ 50.76	\$ 50.76
Part-Time: 1 to 34 hours per week												
Security Guard Level I	Hourly	\$ 23.55	\$ 23.42	\$ 23.42	\$ 23.42	\$ 23.67	\$ 23.79	\$ 23.67	\$ 23.67	\$ 24.58	\$ 24.56	\$ 24.68
Security Guard Level II	Hourly	\$ 28.94	\$ 28.80	\$ 28.80	\$ 28.80	\$ 29.11	\$ 29.23	\$ 29.11	\$ 29.11	\$ 28.98	\$ 29.02	\$ 29.10
Security Guard Level III	Hourly	\$ 31.61	\$ 31.45	\$ 31.45	\$ 31.45	\$ 31.76	\$ 31.91	\$ 31.76	\$ 31.76	\$ 31.61	\$ 31.65	\$ 31.75
Security Guard Level IV	Hourly	\$ 39.07	\$ 38.88	\$ 38.88	\$ 38.88	\$ 39.25	\$ 39.43	\$ 39.25	\$ 39.25	\$ 39.03	\$ 39.10	\$ 39.22
Security Guard Level V	Hourly	\$ 40.23	\$ 40.05	\$ 40.05	\$ 40.05	\$ 40.43	\$ 40.61	\$ 40.43	\$ 40.43	\$ 40.17	\$ 40.27	\$ 40.39
Security Guard Level VI	Hourly	\$ 50.85	\$ 50.79	\$ 50.79	\$ 50.79	\$ 50.74	\$ 50.79	\$ 50.74	\$ 50.74	\$ 50.97	\$ 50.76	\$ 50.76
Occasional: Days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.												
Security Guard Level I	Hourly	\$ 35.52	\$ 35.31	\$ 35.31	\$ 35.31	\$ 35.69	\$ 35.88	\$ 35.69	\$ 35.69	\$ 37.06	\$ 37.03	\$ 37.20
Security Guard Level II	Hourly	\$ 43.62	\$ 43.42	\$ 43.42	\$ 43.42	\$ 43.89	\$ 44.07	\$ 43.89	\$ 43.89	\$ 43.69	\$ 43.75	\$ 43.87
Security Guard Level III	Hourly	\$ 47.66	\$ 47.43	\$ 47.43	\$ 47.43	\$ 47.89	\$ 48.11	\$ 47.89	\$ 47.89	\$ 47.66	\$ 47.73	\$ 47.86
Security Guard Level IV	Hourly	\$ 52.59	\$ 52.35	\$ 52.35	\$ 52.35	\$ 52.83	\$ 53.08	\$ 52.83	\$ 52.83	\$ 52.54	\$ 52.63	\$ 52.80
Security Guard Level V	Hourly	\$ 56.32	\$ 56.06	\$ 56.06	\$ 56.06	\$ 56.60	\$ 56.86	\$ 56.60	\$ 56.60	\$ 56.24	\$ 56.37	\$ 56.55
Security Guard Level VI	Hourly	\$ 58.42	\$ 58.42	\$ 58.42	\$ 58.42	\$ 58.42	\$ 58.42	\$ 58.42	\$ 58.42	\$ 58.42	\$ 58.42	\$ 58.42

Attachment A: Price Sheet
Security Guard Services (92121500-20-1)
Updated Feburary 2023

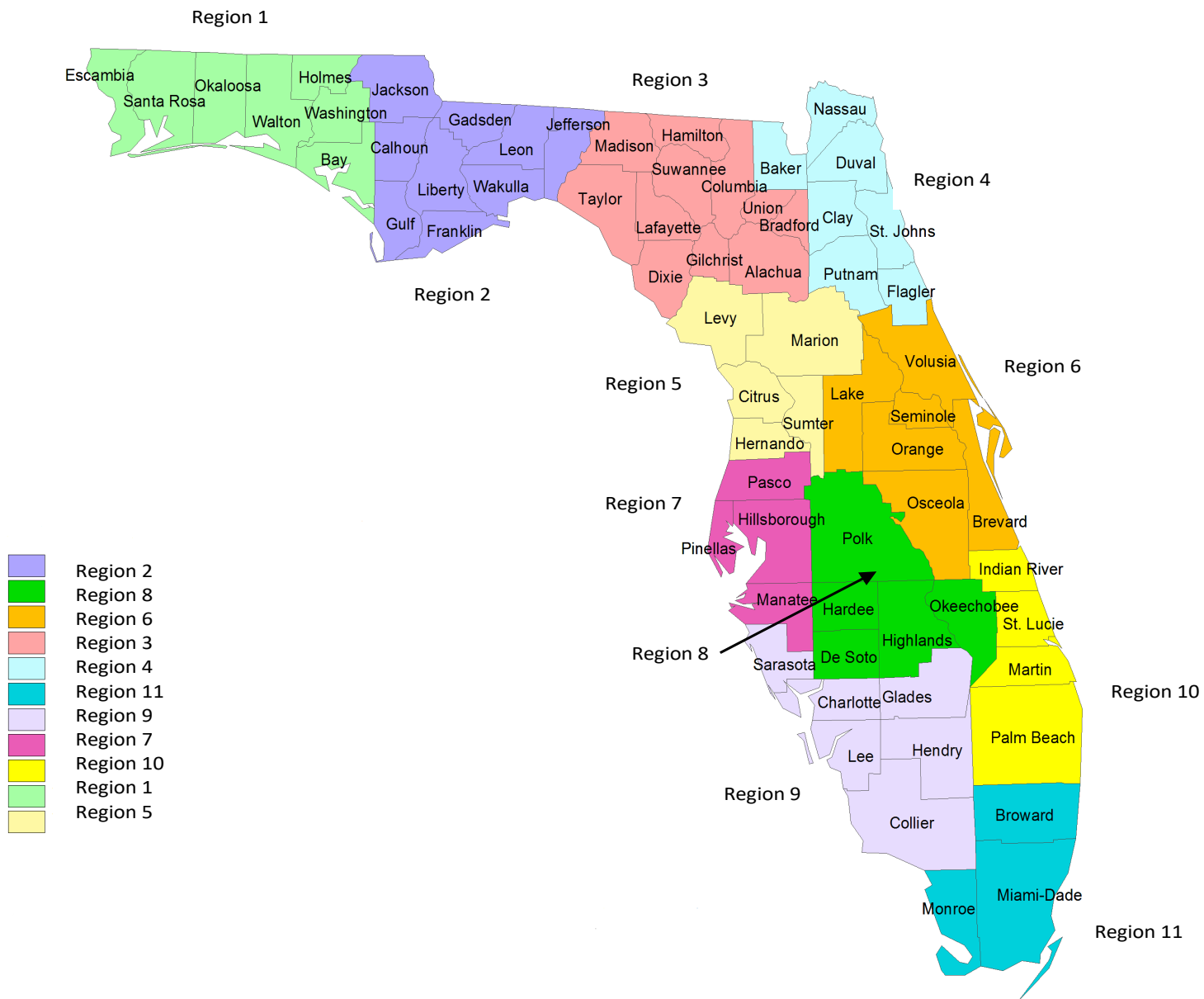
Contractor	Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC
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Initial Term Pricing												
Service Description	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Short Term Commitment: Less than one year												
Full Time: 35 to 40 hours per week												
Security Guard Level I	Hourly	\$ 25.36	\$ 25.22	\$ 25.22	\$ 25.22	\$ 25.49	\$ 25.62	\$ 25.49	\$ 25.49	\$ 26.48	\$ 26.45	\$ 26.58
Security Guard Level II	Hourly	\$ 31.16	\$ 31.02	\$ 31.02	\$ 31.02	\$ 31.35	\$ 31.48	\$ 31.35	\$ 31.35	\$ 31.20	\$ 31.25	\$ 31.33
Security Guard Level III	Hourly	\$ 34.05	\$ 33.87	\$ 33.87	\$ 33.87	\$ 34.20	\$ 34.36	\$ 34.20	\$ 34.20	\$ 34.05	\$ 34.09	\$ 34.19
Security Guard Level IV	Hourly	\$ 37.57	\$ 37.39	\$ 37.39	\$ 37.39	\$ 37.74	\$ 37.92	\$ 37.74	\$ 37.74	\$ 37.53	\$ 37.60	\$ 37.71
Security Guard Level V	Hourly	\$ 40.23	\$ 40.05	\$ 40.05	\$ 40.05	\$ 40.43	\$ 40.61	\$ 40.43	\$ 40.43	\$ 40.17	\$ 40.27	\$ 40.39
Security Guard Level VI	Hourly	\$ 50.85	\$ 50.79	\$ 50.79	\$ 50.79	\$ 50.74	\$ 50.79	\$ 50.74	\$ 50.74	\$ 50.97	\$ 50.76	\$ 50.76
Part-Time: 1 to 34 hours per week												
Security Guard Level I	Hourly	\$ 28.99	\$ 28.82	\$ 28.82	\$ 28.82	\$ 29.14	\$ 29.28	\$ 29.14	\$ 29.14	\$ 30.26	\$ 30.22	\$ 30.37
Security Guard Level II	Hourly	\$ 35.61	\$ 35.45	\$ 35.45	\$ 35.45	\$ 35.83	\$ 35.98	\$ 35.83	\$ 35.83	\$ 35.66	\$ 35.71	\$ 35.81
Security Guard Level III	Hourly	\$ 38.91	\$ 38.71	\$ 38.71	\$ 38.71	\$ 39.09	\$ 39.27	\$ 39.09	\$ 39.09	\$ 38.91	\$ 38.96	\$ 39.07
Security Guard Level IV	Hourly	\$ 43.58	\$ 43.37	\$ 43.37	\$ 43.37	\$ 43.77	\$ 43.98	\$ 43.77	\$ 43.77	\$ 43.54	\$ 43.61	\$ 43.74
Security Guard Level V	Hourly	\$ 46.94	\$ 46.72	\$ 46.72	\$ 46.72	\$ 47.17	\$ 47.38	\$ 47.17	\$ 47.17	\$ 46.87	\$ 46.98	\$ 47.12
Security Guard Level VI	Hourly	\$ 59.32	\$ 59.25	\$ 59.25	\$ 59.25	\$ 59.19	\$ 59.25	\$ 59.19	\$ 59.19	\$ 59.47	\$ 59.22	\$ 59.22
Occasional: Days, hours, and frequency may vary. This type of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.												
Security Guard Level I	Hourly	\$ 48.20	\$ 47.93	\$ 47.93	\$ 47.93	\$ 48.44	\$ 48.69	\$ 48.44	\$ 48.44	\$ 50.29	\$ 50.26	\$ 50.49
Security Guard Level II	Hourly	\$ 59.20	\$ 58.93	\$ 58.93	\$ 58.93	\$ 59.57	\$ 59.81	\$ 59.57	\$ 59.57	\$ 59.30	\$ 59.38	\$ 59.53
Security Guard Level III	Hourly	\$ 64.68	\$ 64.37	\$ 64.37	\$ 64.37	\$ 64.99	\$ 65.29	\$ 64.99	\$ 64.99	\$ 64.68	\$ 64.78	\$ 64.95
Security Guard Level IV	Hourly	\$ 79.94	\$ 79.57	\$ 79.57	\$ 79.57	\$ 80.30	\$ 80.69	\$ 80.30	\$ 80.30	\$ 79.87	\$ 80.00	\$ 80.26
Security Guard Level V	Hourly	\$ 81.94	\$ 81.94	\$ 81.94	\$ 81.94	\$ 81.94	\$ 81.94	\$ 81.94	\$ 81.94	\$ 81.94	\$ 81.94	\$ 81.94
Security Guard Level VI	Hourly	\$ 86.83	\$ 86.43	\$ 86.43	\$ 86.43	\$ 87.25	\$ 87.65	\$ 87.25	\$ 87.25	\$ 86.70	\$ 86.91	\$ 87.18
Emergency Response Security Guards - Armed	Hourly	\$ 82.40	\$ 82.40	\$ 82.40	\$ 82.40	\$ 82.40	\$ 82.40	\$ 82.40	\$ 82.40	\$ 82.40	\$ 82.40	\$ 82.40
Emergency Response Security Guards - Unarmed	Hourly	\$ 66.95	\$ 66.95	\$ 66.95	\$ 66.95	\$ 66.95	\$ 66.95	\$ 66.95	\$ 66.95	\$ 66.95	\$ 66.95	\$ 66.95

**Attachment A: Price Sheet
Security Guard Services (92121500-20-1)
Updated Feburary 2023**

Contractor	Universal Protection Service, LLC d/b/a Allied Universal Security Services, LLC
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Initial Term Pricing												
Ancillary Equipment												
Service Description	Unit of Service	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8	Region 9	Region 10	Region 11
Vehicles - Bicycle	Hourly	\$ 2.58	\$ 2.58	\$ 2.58	\$ 2.58	\$ 2.58	\$ 2.58	\$ 2.58	\$ 2.58	\$ 2.58	\$ 2.58	\$ 2.58
Vehicles - Golf cart	Hourly	\$ 7.09	\$ 7.09	\$ 7.09	\$ 7.09	\$ 7.09	\$ 7.09	\$ 7.09	\$ 7.09	\$ 7.09	\$ 7.09	\$ 7.09
Vehicles - Automobile	Hourly	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79	\$ 7.79
Vehicles - SUV	Hourly	\$ 9.21	\$ 9.21	\$ 9.21	\$ 9.21	\$ 9.21	\$ 9.21	\$ 9.21	\$ 9.21	\$ 9.21	\$ 9.21	\$ 9.21
Vehicles - 4WD truck	Hourly	\$ 10.49	\$ 10.49	\$ 10.49	\$ 10.49	\$ 10.49	\$ 10.49	\$ 10.49	\$ 10.49	\$ 10.49	\$ 10.49	\$ 10.49
Vehicles - Bicycle	Daily	\$ 2.06	\$ 2.06	\$ 2.06	\$ 2.06	\$ 2.06	\$ 2.06	\$ 2.06	\$ 2.06	\$ 2.06	\$ 2.06	\$ 2.06
Vehicles - Golf cart	Daily	\$ 56.65	\$ 56.65	\$ 56.65	\$ 56.65	\$ 56.65	\$ 56.65	\$ 56.65	\$ 56.65	\$ 56.65	\$ 56.65	\$ 56.65
Vehicles - Automobile	Daily	\$ 62.32	\$ 62.32	\$ 62.32	\$ 62.32	\$ 62.32	\$ 62.32	\$ 62.32	\$ 62.32	\$ 62.32	\$ 62.32	\$ 62.32
Vehicles - SUV	Daily	\$ 73.65	\$ 73.65	\$ 73.65	\$ 73.65	\$ 73.65	\$ 73.65	\$ 73.65	\$ 73.65	\$ 73.65	\$ 73.65	\$ 73.65
Vehicles - 4WD truck	Daily	\$ 83.84	\$ 83.84	\$ 83.84	\$ 83.84	\$ 83.84	\$ 83.84	\$ 83.84	\$ 83.84	\$ 83.84	\$ 83.84	\$ 83.84
Vehicles - Bicycle	Monthly	\$ 61.80	\$ 61.80	\$ 61.80	\$ 61.80	\$ 61.80	\$ 61.80	\$ 61.80	\$ 61.80	\$ 61.80	\$ 61.80	\$ 61.80
Vehicles - Golf cart	Monthly	\$ 404.48	\$ 404.48	\$ 404.48	\$ 404.48	\$ 404.48	\$ 404.48	\$ 404.48	\$ 404.48	\$ 404.48	\$ 404.48	\$ 404.48
Vehicles - Automobile	Monthly	\$ 1,302.95	\$ 1,302.95	\$ 1,302.95	\$ 1,302.95	\$ 1,302.95	\$ 1,302.95	\$ 1,302.95	\$ 1,302.95	\$ 1,302.95	\$ 1,302.95	\$ 1,302.95
Vehicles - SUV	Monthly	\$ 1,642.85	\$ 1,642.85	\$ 1,642.85	\$ 1,642.85	\$ 1,642.85	\$ 1,642.85	\$ 1,642.85	\$ 1,642.85	\$ 1,642.85	\$ 1,642.85	\$ 1,642.85
Vehicles - 4WD truck	Monthly	\$ 1,756.15	\$ 1,756.15	\$ 1,756.15	\$ 1,756.15	\$ 1,756.15	\$ 1,756.15	\$ 1,756.15	\$ 1,756.15	\$ 1,756.15	\$ 1,756.15	\$ 1,756.15



ITEM 7.E

Acceptance of Brooking Technologies Donation of Two Lighting and Sirens Packages for Police Vehicles

Request

The Kissimmee Police Department requests Commission acceptance of a donation from Brooking Technologies for two lighting and sirens packages. The value of the donated equipment is \$5,090 per vehicle.

Explanation

With supply chain issues, the Police Department is seeking options for timely outfitting the Patrol cars. Brooking Technologies supplies lighting and sirens equipment through Dana Safety Supply. Brooking has offered to donate this equipment to be installed in two of the recently purchased 2023 Dodge Durango for testing. If this equipment meets the needed standards, it will provide another manufacturer for future purchases. As the installation of lighting systems and sirens is integrated with the vehicle's electrical system, it is vital for wiring to be professionally installed and labeled for future maintenance. This donation allows for verifying the quality of installed equipment before a larger financial commitment is made.

If approved, the two vehicles this equipment would be installed are Asset Tag 26565 (PD757) and Asset Tag 26566 (PD758).

Description	Value
Tempest Lightbar	\$1,995.00
HIVE NX-32 System.	\$1,695.00
JS-100 Speakers.	\$400.00
Horizon Lightstick.	\$200.00
M18 Series Lightheads.	\$600.00
CK-12 Hideaway Lights.	\$200.00
Planning Total.	\$5,090.00 per vehicle

Recommendation

Staff recommends the Police Department accept the donation of two complete in car lighting and sirens systems from Brooking Technologies.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

None

ITEM 7.F

Authorization to transfer funds to the General Employees' Organization (GEO) Assistance Fund

Request

Authorization to transfer funds from the General Fund to the GEO Assistance Fund.

Explanation

In September 2022, Hurricane Ian caused significant impacts to Kissimmee and the surrounding Central Florida area. Some of our City employees were directly affected by this, and received assistance from our GEO Assistance Fund. In order to replenish the GEO Assistance Fund, staff requests the transfer of \$7,200 of these costs from the General Fund to make the Assistance Fund whole from depletion. The GEO is funded by an annual budget allocation in the General Fund, but these costs are above the normal expenses incurred by the GEO.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00190701-501517		Decrease	\$7,200	\$7,200
01015208-508382		Increase	\$7,200	\$7,200

Financial Summary:

Adequate funds are available under Special Pay account in the General Government division of the General Fund.

Recommendation

City Commission approval to transfer \$7,200 from the General Fund to the GEO Assistance Fund.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

None

ITEM 7.G

Advertising Funding from Experience Kissimmee for Kissimmee Gateway Airport

Request

Request Commission approval to accept advertising funding in the amount of \$15,030.62 from Experience Kissimmee for Kissimmee Gateway Airport.

Explanation

Experience Kissimmee is offering a grant to fund an advertising program by and for the Kissimmee Gateway Airport, in the amount of \$15,030.62 for FY 2022-2023.

Due to the significant amount of last year's Tourist Development Tax collections, Experience Kissimmee has approved a one-time additional contribution to Kissimmee Gateway Airport, supported through its contractual obligations. The total additional contribution for the Airport has been divided by the percentage of the contractual obligation that the Airport received last year. The additional amount awarded to the Airport will be \$15,030.62. An official letter outlining the approved use of this contribution will be sent to the Airport in the next few days.

Funds will be used to advertise to the corporate and leisure travel market, the flight training and aircraft maintenance market, and the aviation economic development market.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46100389-389400	N/A	Increase	15,030.62	
46170103-504901	N/A	Increase	15,030.62	

Financial Summary:

The total amount of \$15,030.62 will go towards advertising the airport and its businesses.

Recommendation

Staff recommends acceptance of \$15,030.62 from Experience Kissimmee for airport advertising.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

City of Kissimmee

1. Email from Experience Kissimmee President

Good morning Shaun,

It's no secret that the tourism industry has successfully rebounded from the effects of the pandemic. Last year's Tourist Development Tax collections were the highest in Osceola County history! With that in mind, we have great news to share!

Because of the significant amount of last year's TDT collections, Experience Kissimmee has approved a one-time additional contribution to each of the seven organizations supported through its contractual obligations. The total additional contribution for the seven organizations has been divided by the percentage of the contractual obligation each organization received last year. The additional amount awarded to your organization will be \$15,030.62. An official letter outlining the approved use of this contribution will be sent to you in the next few days.

To celebrate, we are inviting all seven organizations to attend the first portion of our Board of Directors meeting at **8:30 am on Thursday, April 27**. You, or your designee, will receive your check for the additional contribution at that meeting. Please be on the lookout for a calendar invitation, including meeting details.

We look forward to seeing you in person on the 27th. Please let me know if you have any questions.

Warm regards,



DT Minich

PRESIDENT/CEO

O: 407-569-4801 | C: 407-973-4855

215 Celebration Place, Ste 200, Kissimmee, FL 34747

experiencekissimmee.com



ITEM 7.H

Mitigation credit purchase agreements for Lancaster Ranch Park Phase 1

Request

Approval of the Mitigation Credit purchase agreements for Lancaster Ranch Park Phase 1 and authorization for the City Manager to execute these and any other documents necessary for the purchase of mitigation credits for Lancaster Ranch Park Phase 1.

Explanation

The Lancaster Ranch Park Phase 1 project is the first phase of developing the Lancaster Ranch Park, specifically the Lackey Parcel. The project consists of the park entrance and easement off Jack Calhoun Drive, parking lot/roadway, dry ponds, sidewalks, two pavilions, restrooms, a designated area set aside for Green Meadows Farm operations and several acres of open pasture land.

As part of the environmental permitting process with both the US Army Corp of Engineers and South Florida Water Management District, it was determined that the permitting for the project would be contingent upon the City's purchase of credits as compensatory wetland mitigation. These agreements are for the purchase of 1.12 Freshwater Federal Herbaceous (M-WRAP) credits in the amount of \$50,400 from Florida Mitigation Bank LLC. and 1 Freshwater State Herbaceous (UMAM) credit in the amount of \$100,000 from Kenneth Kirchman Foundation.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10550706-506393	RI2303	Decrease	\$150,400	\$150,400

Financial Summary:

Funds will be available for the mitigation credits in the Recreation Impact project RI2303. Deposit for 1.12 Freshwater Federal Herbaceous (M-WRAP) in the amount of \$5,040 and for 1 Freshwater State Herbaceous (UMAM) in the amount of \$8,000 will be issued at signing and the remainder balance (\$137,360) will be due 90 days thereafter.

Recommendation

Staff recommends the City Commission approve the attached Mitigation Credit purchase agreements and to allow the City Manager to execute these and any other documents that may be necessary for the purchase of mitigation credits for Lancaster Ranch Park Phase 1.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Parks & Recreation

Presenter:

Attachment(s):

1. (S) Purchase Agreement FMB Lancaster Park Ph I Federal
2. (S) LXMB Agreement for Lancaster Ranch Phase 1
3. Deposit Invoice FMB Lancaster Park Ph I Federal
4. Deposit Invoice for Lancaster Ranch Phase 1 LXMB State Credits

MITIGATION CREDIT PURCHASE AND DEPOSIT AGREEMENT
Florida Mitigation Bank

THIS MITIGATION CREDIT PURCHASE AND DEPOSIT AGREEMENT (hereinafter “Agreement”) is made this 5 day of April 2023, by and between **Florida Mitigation Bank** (hereinafter “Seller”), whose mailing address is **PO Box 540285 Orlando, FL 32854** and City of Kissimmee (hereinafter “Buyer”) whose mailing address is **101 Church Street Kissimmee, FL 34741** (hereinafter collectively the “Parties”)

WITNESSETH:

WHEREAS, the Seller represents owners that maintain a ecological restoration projects located in **Osceola County** , Florida (hereinafter referred to as the “Mitigation Properties”);

WHEREAS, Seller represents owners with mitigation banks with freshwater forested and herbaceous mitigation credits (hereinafter “Credits”) available for transfer and sale under **Florida Mitigation Bank** (hereinafter “**FDEP**”) Permit No. **492924779** and the **U.S Army Corps of Engineers** (hereinafter “**USACOE**”) Permit No. **199603573 (IP-ME)**; and

WHEREAS, as part of the environmental permitting process involving the **FDEP** and **USACOE**, it is anticipated that Buyer’s permit from the aforementioned respective governmental agencies will be conditioned upon purchase of Credits as compensatory mitigation; and

WHEREAS, Seller agrees to sell and Buyer agrees to purchase Credits available from the Mitigation Properties on the terms and conditions below to be used to offset wetland impacts associated with the proposed development of project known as **Lancaster Ranch Phase 1** (hereinafter “Project”) **FDEP 404 Permit No. ST404-0423358-001 SFI-30**; and

WHEREAS, the estimated number of Credits to be purchased by Buyer has been determined by Buyer after consultation with its advisors to be **1.12 Freshwater Federal Herbaceous (M-WRAP)** credits and;

WHEREAS, Seller requires as part of this Agreement for Buyer to remit this Agreement via Mitigation Marketing, LLC and funds in order to allow Seller to submit a minor permit modification (hereinafter “Minor Permit Modification”) for a debit of credits from the **USACOE** ledger(s) so that the aforesaid respective Credits can be transferred to the Buyer.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

1. Terms of Purchase. The estimated purchase price (hereinafter “Estimated Purchase Price”) of the Credits is **\$50,400.00**. The Estimated Purchase price is based on the unit price of **\$45,000.00** per **federal WRAP** credit.

All payments shall be paid to the account of Florida Mitigation Bank, and submitted

via Mitigation Marketing PO Box 540285 Orlando, FL 32854.

2. Deposit. A 10% payment of **(\$5,040.00) Dollars U.S.** (hereinafter “Deposit”) shall accompany this signed agreement. **All payments shall be paid to the account of Florida Mitigation Bank and submitted to Mitigation Marketing PO Box 540285 Orlando, FL 32854.** Unless otherwise described herein or otherwise agreed, the Deposit shall be credited against the Purchase Price paid by Buyer for the Credits. The Deposit shall be deposited into a deposit account.
3. Reservation Period. This reservation shall commence upon the signing of this Agreement by all parties and shall expire 90 days after the Effective Date (described in section 18 below). In the event Buyer has failed to fund the Estimated Purchase Price prior to the expiration of the Reservation Period, this Agreement becomes null and void, and the Buyer shall have no further obligations under this Agreement.
4. Adjustment of Credit Reservation. The Buyer shall only be required to purchase the actual number of credits required and approved by **FDEP 404** for the Project and nothing herein shall require the Buyer to purchase more credits than required and approved by **FDEP 404** for the Project. Seller agrees to reduce the number of credits reserved if the regulatory agency requirement is decreased at no penalty to the Buyer.
5. Covenants of Seller. Seller covenants and agrees that it shall comply with all conditions and continuing requirements set forth in Seller’s permits from **USACOE** for the Mitigation Property. Responsibility for compliance with the Seller’s permits as to mitigation on the Mitigation Property shall solely be the responsibility of Seller. The provisions of this paragraph 5 shall survive this Agreement and the transfer of the Credits to the Buyer.
6. Conditions of Transfer of Credit. Upon payment of the total Purchase Price and receipt of Buyers permits, Seller shall provide to Buyer within ten (10) days thereafter documentation as required by **USACOE** to effectuate the transfer of Credits as per the conditions of the Buyer’s permit (i.e. copy of signed minor permit modification request) for the Project. Buyer is hereby notified that the transfer of Credits generally takes approximately thirty (30) days to complete.
7. Debit of Credits and Transfer. Upon notification of the debit of the Credits by **USACOE**, the same shall be transferred to Buyer together with document(s) evidencing such transfer of Credits. The Parties hereby agree that evidence of the Credits being transferred shall be the receipt by Seller from **USACOE** of the Minor Permit Modification to its Environmental Resources Permit (hereinafter “ERP”) and ledger deduction at USACE. Once transfer has been completed, it is acknowledged that seller’s payment is fully earned.
8. Breach of Seller. If, for any reason, the Credits have not been conveyed to Buyer within ninety (90) days of the Buyer executing this Agreement, this Agreement becomes null and void unless cured by the Seller as provided in this Paragraph 8. Notwithstanding the foregoing, Seller shall have twenty (20) days to remedy said breach; and if not cured, the Buyer shall have no further obligations under this Agreement.
9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon

the successors and assigns of the Parties hereto.

10. Applicable Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The Parties hereto hereby irrevocably (i) agree that any suit, action or other legal proceeding against any of them arising with respect to this Agreement shall be brought in the state courts of Osceola County, State of Florida;; and (ii) waive any and all objections any of them might otherwise now or hereafter have to the laying of the venue of any such suit, action or proceeding in any of the courts referred to in this Section hereof or to service of any writ, summons or other legal process in accordance with applicable law.
11. Notices. All notices required by this Agreement shall be in writing and shall be sent by certified or registered mail or hand delivered to the addresses set out below. Notices shall be deemed delivered and given when mailed, if mailed, or when delivered by hand, upon receipt.

Notice to Seller: Mitigation Marketing, LLC
Florida Mitigation Bank
Attn: Alexis Preisser
P.O. Box 540285
Orlando, Florida 32854
alex@mitigationmarketing.com

Notice to Buyer: City of Kissimmee
Mr. Mike Steigerwald
City Manager
101 Church Street
Kissimmee, FL 34741
Steve.lackey@kissimmee.gov

Notice to Consultant: AECOM
Mr. Ramon Mendieta
7650 West Courtney Campbell Causeway Suite 700
Tampa, FL 33607
rfmendieta@aecom.com

Any notice or demand so given, delivered or made by United States mail shall be deemed so given, delivered or made on the third business day after the same is deposited in the United States Mail, registered or certified letter, addressed as above provided, with postage thereon fully prepaid. All Parties agree that any notice may be faxed to any of the above Parties or their attorneys. Buyer and Seller may from time to time notify the other of changes with respect to whom and where notice should be sent by sending notification of such changes pursuant to this paragraph.

12. Entire Agreement. This Agreement contains the entire understanding between the Parties and the Parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied

upon any representation not especially herein contained.

13. Amendments and Waivers. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto. No failure by Buyer or Seller to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.
14. No Joint Venture or Partnership or Agency Relationship. Seller does not have any ownership interest in Buyer's business relationships or operations and Buyer does not have any interest in Seller's business relationships or operations. The relationship between Seller and Buyer is not in any manner whatsoever a joint venture or partnership and neither party shall be the agent of the other for any purpose, unless specifically granted in writing after execution hereof. Neither party shall hold itself out as an agent, partner or joint venturer with the other and each party shall defend and indemnify the other against any claim of liability arising out of an asserted agency, partnership or joint venture by the other contrary to the express provisions of this paragraph.
15. Captions; Genders. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.
16. Partial Invalidity. In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or the validity of any other term of this Agreement shall in any way be affected thereby.
17. Calculation of Time. Time periods of five (5) days or less shall be computed without including Saturdays, Sundays, or national legal holidays, and any time period existing on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day.
18. Effective Date. This Agreement is effective on the date on which the last of the parties signs this Agreement ("Effective Date") and expires 90 days following that date.
19. Typewritten or Handwritten Provisions. Handwritten provisions and/or typewritten provisions inserted in this Agreement, which are initialed by both parties, shall control over the printed provisions in conflict therewith.
20. Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and shall be deemed one original instrument.

21. Time is of the Essence. Time is of the essence under the terms of this Agreement.

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SIGNATURE PAGE FOR MITIGATION CREDIT PURCHASE

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective as of the date and year first above written and in accordance with the terms of this Agreement.

Signed, sealed and delivered in the presence of:

SELLER:

Florida Mitigation Bank

WITNESS SIGNATURE

BY: _____
Dennis K. Benbow, Managing Member

WITNESS NAME

PRINT NAME DATE

BUYER:

City of Kissimmee

WITNESS SIGNATURE

BY: _____
Mike Steigerwald, City Manager

WITNESS NAME

PRINT NAME DATE

LAKE X MITIGATION CREDITS PURCHASE AGREEMENT

THIS MITIGATION CREDIT PURCHASE AND DEPOSIT AGREEMENT (hereinafter “Agreement”) is made this ____ day of _____, 2023, by and between **Kenneth Kirchman Foundation**. (hereinafter “Seller”), whose mailing address is 7555 Old Melbourne Highway, St. Cloud, FL 34711 and **City of Kissimmee** (hereinafter “Buyer”) whose mailing address is 101 Church Street Kissimmee, FL 34741 (hereinafter collectively the “Parties”).

W I T N E S S E T H:

WHEREAS, Buyer is permitting a project known as **Lancaster Ranch Phase 1** located in Osceola County, Florida (the “Project”); and

WHEREAS, as part of the Project, the Buyer has submitted a permit application with the South Florida Water Management District (the “SFWMD”) **Application No. 220628-34981** (hereinafter “Permit”), which will require the Buyer to purchase 1.00 Freshwater State Herbaceous (UMAM) mitigation credits to satisfy the obligations/conditions under the Permit; and

WHEREAS, Lake X Mitigation Bank is recognized by the SFWMD as a mitigation bank with State of Florida mitigation credits pursuant to Permit No.49-00004-M; and

WHEREAS, the Buyer desires to acquire **1.00 Freshwater State Herbaceous (UMAM)** mitigation credits from the Seller for the purpose of meeting its needs for **Lancaster Ranch Phase 1** in accordance with the Permit.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Buyer and Seller covenant and agree as follows:

1. SALE AND PURCHASE OF CREDITS. Subject to the terms and conditions hereof, Seller agrees to sell, transfer and convey unto Buyer, and Buyer agrees to purchase **One (1.00)** State of Florida Herbaceous UMAM mitigation credits from the Lake X Mitigation Bank (the “Credits”) to be applied to satisfying the conditions of the Permit on the Project.

2. PURCHASE PRICE AND PAYMENT.

A. The purchase price (“Purchase Price”) for the Credits is calculated as follows: One Hundred Thousand Dollars (\$100,000.00) per State Credit (when paired with Florida Bank Federal Credits) times the actual number of credits being purchased. Therefore the purchase price of the Credits is **One Hundred Thousand Dollars U.S. (\$100,000.00)** payable in check, wired federal funds or cashier’s check at Closing. Seller agrees to reserve and sell to the Buyer the aforementioned Credits under this Agreement as may be required by the SFWMD.

B. The methodology by which the funds are to be paid for the Credits herein shall be as follows: Buyer shall pay to Seller the sums required pursuant to this Agreement and, thereafter, Seller shall accomplish the delivery of the Credits pursuant to the terms and conditions of this Agreement.

3. DEPOSIT. An 8% deposit, or Eight Thousand Dollars U.S. (\$8,000.00) is required upon signing of this agreement to reserve the aforementioned 1.00 herbaceous UMAM State Credits for 90 days following execution of this agreement by all parties. **The Deposit Payment shall be paid to Mitigation Marketing, LLC and sent to PO Box 540285 Orlando, FL 32854.**

Payment in full will be due within 90 days of signing this agreement or when the SFWMD Permit is issued, whichever occurs first. **The final balance payment of \$92,000.00 shall be paid to the account of Kenneth Kirchman Foundation** and submitted via Mitigation Marketing P.O. Box 540285 Orlando, Florida 32854.

A. This reservation shall commence upon the signing of this Agreement and shall expire 90 days following the date which both parties sign this purchase agreement or when the SFWMD Permit is issued, whichever occurs first.

4. CLOSING. The closing (the "Closing") will take place no later than 90 days following execution of this agreement by all parties (whichever occurs first). At such Closing, Seller will prepare and deliver to Buyer the documentation necessary/Proof of transfer the Credits to Buyer.

5. REPRESENTATIONS AND WARRANTIES OF BUYER AND SELLER.

A. Seller represents and warrants that the Credits are free and clear of all mortgages, liens, or any other security interest.

B. As of the date hereof and as of the Closing, Seller and Buyer, respectively, represent and warrant that each has full power to enter into, and perform the terms of this Agreement and that execution, delivery and performance of this Agreement by each party has been duly authorized by all requisite action, and that the provisions of this Agreement applicable to each party constitute legal and binding obligations enforceable in accordance with their terms.

C. All the representations and warranties made by Seller and Buyer shall be true and correct on and as of the Closing as though made on and as of that date. Seller and Buyer shall have performed all obligations and complied with all covenants required to be performed or to be complied with by each party under this Agreement prior to or as of the Closing.

6. FAILURE TO CLOSE. If the Buyer fails to timely close on the purchase of a minimum One (1.00) State UMAM Credits, the Deposit shall be paid to Seller as liquidated damages and Seller will automatically be relieved of any further obligation to Buyer. If either (i) Seller fails to deliver the Credits when due under this Agreement, then Buyer shall have the right to demand specific performance. If Buyer elects not to demand specific performance (by written notice

to Seller), or (ii) if Seller demands specific performance and Seller is unable to comply, then the Deposit shall be refunded to Buyer.

7. MISCELLANEOUS.

A. Termination. This Agreement may be terminated by the Seller, if the Closing does not occur on or before the Closing Date, with time being of the essence thereof, and the parties shall be relieved of all obligations and this Agreement shall be without further force or effect.

B. Entire Agreement. This Agreement, including Exhibits and other writings referenced herein, or delivered pursuant hereto which form a part hereof, contains the entire understanding of the parties hereto in respect of the subject matter hereof.

C. Amendment. This Agreement may be amended or modified only by a written instrument executed by each of the parties.

D. Survival of Representations and Warranties. All statements contained in any schedule, exhibit, certificate, instrument or document delivered by or on behalf of any party pursuant to this Agreement shall be deemed to be included in the representations and warranties made by such party hereunder. All such representations and warranties made herein shall survive the date hereof.

E. Further Actions. From and after the Closing, upon request of Buyer or Seller, each party shall do, execute, acknowledge and deliver all such further acts, assignments, transfers, conveyances, powers of attorney and assurances as may be required to complete this Agreement.

F. Choice of Law. This Agreement, and matters relating thereto, shall be governed by and construed in accordance with the laws of the State of Florida in force at the time any need for interpretation or decision or holding concerning this Agreement arises. This Agreement is executed and shall be performed in whole or in part in Osceola County, Florida, which shall be the only proper venue and forum for any litigation involving this Agreement.

G. Time. Time is of the essence of this Agreement.

H. Enforceability. If any provision of this Agreement shall be declared to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

I. Persons Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

J. Attorneys' Fees. In connection with any action at law or in equity is brought to enforce or interpret the terms of this Agreement, the prevailing party in such legal proceeding shall be entitled, in addition to recovering any damages sustained by such party, to recover

expenses incurred by such party in connection with such legal proceeding, including reasonable attorney's fees from the non-prevailing party and court costs.

K. “As Is” – “Where Is”. Except as otherwise specifically stated in this Agreement, Seller hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present or future, of, as to, or concerning the Credits.

L. Notices. Any notices which may be permitted or required under this Agreement shall be in writing and, if to Seller or Buyer, shall be sent as follows:

If to Seller:	Kenneth Kirchman Foundation Mr. Hal G Smith III Manager 7555 Old Melbourne Highway St. Cloud, FL 34711 Mitigation Marketing Attn: Alexis Preisser PO Box 540285 Orlando, FL 32854 Alex@mitigationmarketing.com
If to Buyer:	City of Kissimmee Mike Steigerwald, City Manager 101 Church Street Kissimmee, FL 34741 ramon.mendieta@aecom.com

Any notice given under this Agreement shall be deemed to have been duly given as of the date and time the same is either (a) personally delivered, or (b) if mailed, on receipt thereof as evidenced thereof by the return receipt (any delivery by mail shall be sent with the United States Postal Service, postage prepaid, by registered or certified United States Mail, return receipt requested), or (c) upon receipt if delivered by an overnight courier guaranteeing next business day delivery such as Federal Express, or (d) by email at the addresses above. Any party may change the address to which notices to it are to be given by giving the other parties hereto at least ten (10) days prior notice of such change of address.

M. No Third-Party Beneficiary. The provisions of this Agreement are for the Seller and Buyer hereto, and their respective successors and permitted assigns, and no other party shall have any right or claim against the Seller and Buyer, or either of them, by reason of those provisions or be entitled to enforce any of those provisions against the Seller and Buyer hereto, or either of them.

N. Credit Reservation Letter. Within 2 days of the Agreement Date and receipt of the deposit payment, Seller will issue to Buyer a Reservation Letter for 1.00 Freshwater State Herbaceous (UMAM) Credits.

O. Cumulative Impact Analysis. Seller will provide the Buyer with a project specific CIA for purposes of permitting with SFWMD. The CIA will be provided to the Buyer within 10 days of receipt of the deposit and necessary information as required by LXMB.

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IN WITNESS WHEREOF, this Mitigation Credits Purchase Agreement is executed by and between the parties hereto as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

SELLER:

Signed, sealed and delivered
Kenneth Kirchman Foundation

WITNESS SIGNATURE

WITNESS NAME

By: _____

Hal G Smith III, Manager
Its: Manager

DATE _____

BUYER:

City of Kissimmee

WITNESS SIGNATURE

WITNESS NAME

BY: _____
Mike Steigerwald
City Manager

DATE

DEPOSIT INVOICE

April 05, 2023

City of Kissimmee
Steve Lackey
101 Church Street
Kissimmee, FL 34741

Florida Mitigation Bank
Lancaster Ranch Phase 1
ST404-0423358-001 SFI-30

Product	Quantity	Unit Price
Florida Mitigation Bank		
Freshwater Federal Herbaceous (M-WRAP) paired with state credits from Lake X	1.12	\$45,000.00
Order Amount		\$50,400.00
Deposit Amount (10%) – Due upon Receipt		\$5,040.00

Please provide the deposit payment along with the signed purchase agreement.

Please call Alex Preisser at 407.481.0677 with any questions.

Make check payable to: **Florida Mitigation Bank**

Send to: Mitigation Marketing LLC
1091 W. Morse Blvd. Suite 101
Winter Park, FL 32789

CC: ,

PO Box 540285
Orlando, Florida 32854
Telephone 407.481.0677
Facsimile 407.648.3866

DEPOSIT INVOICE

April 07, 2023

City of Kissimmee
Steve Lackey
101 Church Street
Kissimmee, FL 34741

Lake X Ranch Mitigation Bank
Lancaster Ranch Phase 1
SFWMD App. No. 220628-34981

Product	Quantity	Unit Price
Lake X Mitigation Bank – 2.79 State Herbaceous UMAM Credits		
Freshwater State Herbaceous (UMAM) when paired w Florida Bank Federal Credits	1.00	\$100,000.00
Order Amount		\$100,000.00
Deposit Amount (8%) – Due upon Receipt		\$8,000.00

Please provide the deposit payment along with the signed purchase agreement.

Please call Alex Preisser at 407.481.0677 with any questions.

Make check payable to: *Mitigation Marketing, LLC*

Send to: Mitigation Marketing LLC
1091 W. Morse Blvd. Suite 101
Winter Park, FL 32789

cc: Ramon Mendieta, AECOM

ITEM 7.I

Addendum to the Master Services Agreement between the City and Balfour Beatty Construction, LLC for the construction of the City Hall addition for the Building Division of the Development Services Department

Request

Approve the addendum to the Master Services Agreement between the City of Kissimmee and Balfour Betty Construction, LLC as the contractor and Construction Manager at Risk for the City Hall Addition for the Building Division of Development Services.

Explanation

The City Commission approved the Master Services Agreement with Balfour Beatty Construction, LLC on December 6, 2022 for Pre-Construction Services, to establish the Guaranteed Maximum Price and various other contract and construction related tasks for the City Hall Addition to City Hall for the Building Division of Development Services (DS).

The addition will house the Building Division offices and the Building Customer Service Counter. This will accomplish several things:

- Additional room for the Building Division to grow and add staff.
- Additional room for other Divisions and Sections of DS so growth can occur.
- All Fire Prevention, DS Administration, Long Range Planning and Housing & Community Development sections will be able to consolidate into the main DS offices, having the department housed on a single floor rather than three floors.
- Open up space on the first, second, and fifth floors of City Hall for other departments that need additional space to be able to use the future vacated space.
- The construction of a large conference/meeting room that will house the City's Emergency Operations Center during hurricanes and other emergency situations.

The Addendum includes Exhibit C which includes:

- The Construction Manager's Guaranteed Maximum Price (GMP) for the work and the Construction Manager's fee for the construction phase, which is 5 percent.
- The price is for the performance of the work in accordance with the Schedules included in the Addendum.
- The City's construction budget is estimated at \$4,892,813 and includes all costs in the agreement.
- The critical dates:
 - Construction phase commencement date: 05/25/2023
 - Project substantial completion date: 06/10/2024
 - Project final completion date: 30 calendar days after substantial completion.
- Several other items listed in the Addendum.

It should be noted, the Addendum is for Phase 1 of the project, which will include the building's construction and the finishing of the 1st floor. Phase 2 will commence after Phase 1 is complete, with no gap in activity. The City Commission will see a second Addendum to Phase 2, which includes the completion of the second floor of the addition. This is being done to ensure that the Building Fund's reserves can be maintained. The estimated cost of the second Addendum is approximately \$1.9 million. The first floor can be occupied while the second floor is completed.

Financial Information

City of Kissimmee

Account #	Project #	Increase / Decrease	Budget	Actual
10140100-509276	DS2206	Decrease		\$1,549,988
10140106-509292		Increase		\$1,549,988

Financial Summary:

The \$4,892,813 will be paid from the following: Project DS2109 in the amount of \$1,954,467.28, Project DS2206 in the amount of \$1,388,357.28 and \$1,549,988 from the Building Fund Reserve. All funds will be transferred to Project DS2206.

Recommendation

Approve the addendum to the Master Services Agreement between the City of Kissimmee and Balfour Betty Construction, LLC as the contractor and Construction Manager at Risk for the City Hall Addition for the Building Division of Development Services.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. City of Kissimmee City Hall Addition Construction Manager At Risk Contract Executed_Dec-07-2022
2. (S) Exhibit C of Agreement
3. COK City Hall additions FTE with Rates
4. COK City Hall addition - Schedules
5. COK City Hall addition Bid Day Phased

SAMPLE-CONSTRUCTION MANAGER AT RISK AGREEMENT BETWEEN CITY OF KISSIMMEE AND CONSTRUCTION MANAGER

THIS CONSTRUCTION MANAGER AT RISK AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter designated as the "City") and Balfour Beatty Construction, LLC , whose Federal Identification Number is: 75-1232928 (hereinafter designated as the "Construction Manager").

WITNESSETH:

WHEREAS, the City desires certain Construction Manager At Risk services to be performed in the City of Kissimmee; and

WHEREAS, the City solicited for these professional services via RFP2022-008, an advertised request for proposals, and received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the City intends to retain the Construction Manager identified above to provide such professional services under this Agreement; and

WHEREAS, the Construction Manager remains agreeable to providing the City the professional services and represents that it is capable and prepared to do so;

NOW, THEREFORE, in consideration of the promises contained herein, the City and the Construction Manager (collectively, the "Parties") hereby agree, as follows:

ARTICLE 1

THE CONSTRUCTION TEAM, EXTENT OF AGREEMENT AND DEFINITIONS

The Construction Manager accepts the relationship of trust and confidence established between him and the City by this Agreement. The Construction Manager covenants with the City to furnish his best skill and judgment in furthering the interest of the City. The Construction Manager agrees to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Services in the best way and the most expeditious and economical manner, consistent with the interests of the City, and the terms and conditions of the Contract Documents. Further, the Construction Manager acknowledges that (i) he/she has represented to the City that he/she possesses the expertise of a similarly experienced Contractor of similar size and complexity in the planning, reviewing, management, and construction of projects of similar size, cost, and complexity and (ii) that such representation is a material inducement to the City to enter into this Agreement.

1.1 The Construction Team:

The Construction Manager, the City, and the Architect/Engineer, collectively called the "Construction Team", shall work jointly during the Pre-Construction Phase and the Construction Phase. The Architect/Engineer and the Construction Manager shall communicate through the City's Representative, except as may otherwise be provided in this Agreement. The Construction Manager shall copy the City's Representative on all correspondence sent to or received from the Architect/Engineer or any of its consultants of which the City's Representative was not copied. The

specific representatives of the Construction Team shall be identified further in the Pre-Construction Addendum and the GMP Addendum.

1.2 Extent of Agreement:

This Agreement, between the City and the Construction Manager, supersedes any prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions/revisions of the Construction Documents and may be amended only by Change Order or through a duly executed amendment as authorized herein.

1.3 Definitions:

- 1.3.1 Project – the construction of the Kissimmee City Hall Addition for the City of Kissimmee, Florida, as further described in RFP, including all attachments and addenda, and this Agreement. Pre-Construction Services of the Project shall include coordination of all architectural, landscaping and engineering design and other pre-construction services, including, without limitation, the preparation of a proposed GMP, necessary to provide a complete and usable facility in accordance with this Agreement. Construction Phase of the Project shall include the construction of the facility, along with project management and coordination and quality assurance services necessary to complete the Project to the City's satisfaction.
- 1.3.2 Services – shall include: (1) all professional services described in the City of Kissimmee's Request for Proposals RFP #2022-008, including all attachments and addenda; (2) all services described in the Construction Manager's response thereto (collectively, "RFP2022-008" is attached hereto as a composite **Exhibit "A"** and made a part of this Agreement); (3) all services described in Article 2 herein (but as may be specifically excluded by the City in the Pre-Construction Addendum); and (4) all Pre-Construction Phase Services and Construction Phase Services (the Construction Phase Services may also be referred to herein as the "Work") as further set forth and described herein or in either the Pre-Construction Addendum, the GMP Addendum, or both.
- 1.3.3 Pre-Construction Services Addendum is attached hereto and incorporated herein as **Exhibit "B"**.
- 1.3.4 GMP Addendum is attached hereto and incorporated herein as **Exhibit "C"** and shall be completed and executed by the City and the Construction Manager following the completion of Pre-Construction Phase Services and determination of a mutually-acceptable Guaranteed Maximum Price ("GMP") and related terms.
- 1.3.5 Architect/Engineer –RS&H, Inc.
- 1.3.6 Contract Documents - The Contract Documents consist of this Agreement, the Exhibits hereto, and any duly executed amendments and/or addendums, including, without limitation, the Pre-Construction Addendum and the GMP Addendum, in addition to all plans and specifications for the construction of the Project ("Construction Documents") that have been completed by the Architect/Engineer and approved in writing by the City's Representative.
- 1.3.7 Punch List – A final list of items of Work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to Final Completion.
- 1.3.8 Schedule of Values - The schedule to be used as a basis for progress payments to be made to the Construction Manager by the City during performance of the Work, based

on the then current percentage of progress of construction of the Work, subject to the review of the Architect/Engineer and the City's Representative.

- 1.3.9 Subcontractor – A subcontractor is any person or entity performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with the Construction Manager. Construction Manager shall be solely responsible for and have control over the subcontractors.
- 1.3.10 Substantial Completion Date – The date, certified by the Architect/Engineer, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and as further delineated in Article 2, Section 2.5.1 so that the City can reasonably occupy or utilize the Project, or a designated portion thereof, for its intended use.
- 1.3.11 General Conditions – Those items that are not specific to any trade and are required for the construction of the Project.
- 1.3.12 City's Construction Budget: The City's Construction Budget shall be set forth in the completed GMP Addendum and shall include an estimated total of all three segments of the budget, including all Construction Manager Fees, Costs of the Work and the City's Allowance, as defined in Article 6. This acknowledgment of the City's Construction Budget is not to be construed as the Construction Manager's Guaranteed Maximum Price ("GMP").
- 1.3.13 *Intentionally omitted.*
- 1.3.14 Term – The "Term" of this Agreement shall commence on the Effective Date and shall continue thereafter through the date of completion by Construction Manager of all its contractual obligations (with the exception of the Warranty period as set forth in Section 2.6.3 and any other provisions contained herein which are specifically stated to survive expiration or earlier termination of this Agreement), and the City has paid the final balance due Construction Manager, including any retainage, as noted in the Certificate for Final Completion.
- 1.3.15 Allowance – Funds and time appropriated by the City for additional work which is not included in the contract document yet may be necessary for the completion of the Work. Any unused allowance funds shall be returned to the City by Change Order at the completion of the Project.
- 1.3.16 Contingency – Those areas of work that are not at 100% design completion, at the time of GMP, for which additional monies will be allowed. A contingency dollar amount will be shown as a separate amount at the appropriate line item within the GMP and labeled as a contingency for that item of work. Any unused contingency funds shall be reassigned to the City's Buyout Allowance, as defined in Section 6.1.5.
- 1.3.17 Effective Date – shall be the date this Agreement is executed by the Mayor after approval by the City Commission.
- 1.3.18 The City's Representative(s) may be any or all of the following: City Manager, Deputy City Manager, and/or the Public Works and Engineering Director.

ARTICLE 2

CONSTRUCTION MANAGER'S SERVICES

The CITY does hereby retain the Construction Manager to furnish, provide and perform the Services (as defined in Section 1.3.2), as those Services may be further specifically designated and authorized by the CITY in writing, including, without limitation, those services as set forth in the Scope of Services of the Pre-Construction Services Addendum and in the GMP Addendum.

The Services shall include, without limitation, those described or specified in this Article 2. Such services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. Additionally, some of the services described in this Article 2 may be specifically excluded by the City, as set forth in the completed Pre-Construction Services Addendum.

2.1 Project Management Information System (PMIS):

2.1.1 General:

2.1.1.1 Commencing immediately upon issuance by the City of a Notice To Proceed, the Construction Manager shall implement and shall utilize throughout the life of the particular Project all subsystems of the Project Management Information System hereinafter referred to as PMIS.

2.1.1.2 The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the City's Representative and the Architect/Engineer monthly.

2.1.1.3 If requested by the City's Representative, the Construction Manager shall conduct a comprehensive workshop for participants designated by the City's Representative and additional seminars as required, to provide instruction. This workshop and the seminars shall facilitate each participant's and the City's Representatives' use and understanding of PMIS; shall support, in-part, the function of organizing in concert with the Architect/Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the City's Representative and the Architect/Engineer, procedures for accomplishing the management control aspect of the Project.

2.1.1.4 The PMIS shall be described in terms of the following major subsystems:

2.1.1.4.1 Narrative Reporting, on a monthly basis, and

2.1.1.4.2 Schedule Control, on a monthly basis, and

2.1.1.4.3 Cost Control, and estimating, and

2.1.1.4.4 Project Accounting, and

2.1.1.4.5 Accounting and Payment, on a monthly basis, and

2.1.1.4.6 Action Reports.

2.1.2 Narrative Reporting Subsystem:

2.1.2.1 The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. All reports

shall be in 8.5" X 11" format, unless directed otherwise by the City's Representative.

2.1.2.2 The Narrative Reporting Subsystem shall include the following reports:

2.1.2.2.1 A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including all violations and deficiencies found by the applicable permitting authorities.

2.1.2.2.2 A Monthly Cost Narrative describing the current cost status of the Project.

2.1.2.2.3 A Monthly Scheduling Narrative summarizing the current status of the Master Project Schedule. This report shall include an analysis of the various Project schedules, a description of the critical path, tracking of approved original baseline schedule versus the actual progress of the Work and other analyses as necessary.

2.1.2.2.4 A Monthly Accounting Narrative describing the current cost and payment status of the Project. This report shall relate current encumbrances and expenditures to the budget allocations.

2.1.2.2.5 A Monthly Progress Report, during the Construction Phase, summarizing the work of the various subcontractors and consultants. This report shall include information from the weekly job site meetings, as applicable, such as General Conditions, long lead supplies, current deliveries, safety and labor relations programs, permits, construction problems and recommendations, and plans for the succeeding month.

2.1.2.2.6 A Daily Construction Diary during the Construction Phase describing events and conditions on the site.

2.1.2.3 The reports outlined in subsection 2.1.2.2 shall be bound and submitted monthly during the Construction Phase and shall be current through the end of the preceding month. Copies shall be transmitted to the City's Representative and the Architect/Engineer and others as designated by the City's Representative with the monthly pay requisition. Additional copies of the Monthly Executive Summary, as outlined in subsection 2.1.2.2.1, shall be bound separately and distributed monthly, as directed by the City's Representative. The Daily Construction Diary, as outlined in subsection 2.1.2.2.6, shall be maintained at the Project Site Office Facility and be made available to the City's Representative and Architect/Engineer. A bound copy of the complete Daily Construction Diary shall be submitted to the City's Representative at the conclusion of the Project.

2.1.3 Scheduled Control Subsystem:

2.1.3.1 Master Project Schedule: Within 30 days following issuance of the Notice To Proceed, the Construction Manager shall submit, to the City's Representative for approval, a Master Project Schedule covering the Pre-Construction Phase and Construction Phase. The Master Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Master Project

Schedule shall be produced and updated monthly throughout the Project. No revisions, activity additions, activity deletions, or logic changes to the Master Project Schedule or any other schedule previously approved by the City, shall be made without the City's approval. Minor or immaterial deviations that do not affect key milestone dates may be amended if approved by the City's Representative.

2.1.3.2 Construction Schedule: With the submission of the GMP Proposal, the Construction Manager shall submit to the City's Representative, for approval, a Critical Path Construction Schedule (hereinafter "Construction Schedule") in sufficient detail to graphically depict the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Work, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The Construction Schedule shall be based on a "Network Analysis System" and shall be the latest version of Microsoft Schedule, Primavera P3, or equivalent, as determined by the City's Representative. The City's Representative shall determine whether the Construction Schedule developed and submitted by the Construction Manager meets the requirements stated above and such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a Construction Schedule as aforesaid shall be sufficient grounds for the City to find the Construction Manager in substantial default and certify that sufficient cause exists to terminate the Agreement or to withhold any payment.

2.1.3.3 Updated Construction Schedule: Following development and submittal of the Construction Schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Work, or at such earlier intervals as circumstances may require, update the Construction Schedule. The updated Construction Schedule will show the actual progress of the Work performed compared to the original baseline schedule, approved as set forth in Section 2.1.3.2, and all updates thereto as reflected in the updated Construction Schedule last submitted prior to submittal of each such monthly update. Each such update to the Construction Schedule shall be submitted to the City's Representative. Failure of the Construction Manager to update and submit the Construction Schedule as aforesaid shall be sufficient grounds for the City to find the Construction Manager in substantial default, and certify that sufficient cause exists to terminate the Agreement or to withhold payment to the Construction Manager, until a schedule or schedule update acceptable to the City's Representative is submitted.

2.1.3.4 When required by the City's Representative, the Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

2.1.3.4.1 Subcontractor Construction Schedules (Sub-networks) - Upon the award of each sub-contract, the Construction Manager shall jointly, with the subcontractor, develop a schedule which is more detailed than the Construction Schedule, taking into account the work schedule of the other subcontractors. The Construction Manager shall ensure each Subcontractor's Construction Schedule is incorporated into the Construction Manager's Construction Schedule, ensuring the necessary information is included to allow for construction planning and monitoring the performance of each subcontractor.

2.1.3.4.2 Final Completion Schedule -The Construction Manager shall jointly develop with the Architect/Engineer and the City's Representative, a detailed plan, inclusive of Punch Lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Final Completion. The Final Completion Schedule shall be produced and updated monthly and may be part of the Construction Schedule.

2.1.3.4.3 Utility Relocation Schedule – The Construction Manager shall jointly develop with the Architect/Engineer and the City's Representative a detailed plan, for any and all utility relocations required for successful completion of the Work. The Utility Relocation Schedule shall be produced and updated monthly, and may be part of the Construction Schedule.

2.1.3.4.4 Recovery Schedule - If any portion of the Master Project Schedule or any current updates fail to reflect the actual plan or method of operation of the Work, or a contractual milestone date is more than 15 days behind, the City's Representative may require that a Recovery Schedule for completion of the remaining work be submitted. The Recovery Schedule must be submitted within 7 calendar days of the request by the City's Representative. The Recovery Schedule shall describe in detail the Construction Manager's plan to complete the remaining work by the required Agreement milestone date. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Agreement milestone dates.

2.1.3.4.5 Change Orders - When a Change Order is proposed, the City's Representative may require the Construction Manager to identify all logic changes as a result of the Change Order. The Construction Manager shall include, as part of each Change Order proposal, a sketch showing all schedule logic revisions, duration changes, and the relationships to other activities in the Master Project Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, the Construction Manager will revise the Master Project Schedule. The logic changes required by the Change Order will be considered incidental to the Construction Manager's work. No separate payment will be made for the work required to identify all logic changes that result from the Change Order.

2.1.4 Budget Control Subsystem - The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project requirements, needs, materials, equipment and site elements, so that the Work will be completed at a cost which, together with all other Costs of the Work, will not exceed the City's Project Budget. Requirements of this subsystem may include the following submissions:

2.1.4.1 Estimate at the completion of schematic design; and

2.1.4.2 Estimate at the completion of 100% design development plans; and

2.1.4.3 Estimate at the submission of the GMP Proposal.

2.1.5 Project Accounting Subsystem - The operation of this subsystem shall enable the Construction Team to plan effectively and to enable the City's Representative to monitor and control the funds available for the Project, cash flow, costs, Change Orders, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, amounts payable, and to plan effectively. This subsystem will be produced and updated monthly and includes the

following reports, which together will serve as a basic accounting tool and an audit trail. This report may be further defined by the City's Representative.

2.1.5.1 A Payment Status Report - showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the amount retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.

2.1.5.2 Project Accounting Structure. It shall include the budget, estimate and base commitment figures for each contract. It shall give the Change Order history including Change Order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending Change Orders.

2.1.5.3 A Cash Flow Diagram - showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments and may be requested at earlier or more frequent intervals by the City's Representative.

2.1.5.4 A Job Ledger - shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The job ledger will be used to provide construction cost accountability for General Conditions work, on-site reimbursable expenses, and costs requiring accounting needs.

2.2 Project Manual: Upon the execution of this Agreement, the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Agreement. This shall provide a plan for the control, direction, coordination and evaluation of Work performed throughout the Project; the Project organization including identification of key personnel, responsibilities of Construction Manager, the City's Representative and Architect/Engineer; work flow diagrams; and strategy for bidding the Work. The Project Manual shall be completed and submitted to the Architect/Engineer and the City's Representative for their review of the format and content, and to the City's Representative for approval as a condition precedent to the first progress payment by City to Construction Manager for services provided in the Pre-Construction Phase. The Project Manual shall be updated as necessary, with the approval of City's Representative throughout the Pre-Construction and Construction Phases. A copy of the Project Manual, and any updates, shall be submitted separately to the City's Representative and Architect/Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the City's Representative and the Architect/Engineer. The Project Manual is merely an amplification and clarification of this Agreement. Any conflicts between the Project Manual and this Agreement shall be governed by the latter. The Project Manual shall describe in detail the procedures for executing the Work and the organizations participating. The Project Manual shall include as a minimum the following sections:

2.2.1 Project Definition - The known characteristics of the Project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the Project or sub-projects.

2.2.2 Project Goals - The schedule, budget, physical, technical and other objectives for the Project.

2.2.3 Project Strategy - A narrative description of the Project delivery methods shall be utilized to accomplish the Project goals.

- 2.2.4 Project Work Plan - A matrix display of the program of Work to be performed by the Construction Manager, the Architect/Engineer and the City's Representative during each phase of the Project.
 - 2.2.5 Project Organization - A summary organization chart showing the interrelationships between the City, the Construction Manager, the Architect/Engineer, and other supporting firms, organizations and permitting review agencies. Detailed charts, one each for the Construction Manager, the Architect/Engineer, and the City's Representative, showing organizational elements participating in the Project shall be included.
 - 2.2.6 Responsibility Performance Chart - A detailed matrix showing the specific responsibilities of the City, the Architect/Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the Project. The Construction Manager shall develop a similar chart for the personnel within his own organization who are assigned to the Project, and also for the personnel of the City and the Architect/Engineer from data supplied by each.
 - 2.2.7 Flow Diagrams - These charts shall display the flow of information and the decision process for the review and approval of shop drawings, submittals, and Change Orders.
 - 2.2.8 Written Procedures - The Construction Manager will provide written procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.
 - 2.2.9 Emergency Contact List: A complete list of the names, company affiliation and emergency contact phone numbers (both day and night) for all key Project personnel from City, Construction Manager and Architect/Engineer, as well as from all subcontractors, sub-consultants and suppliers of any of them. This list shall be continuously updated by the Construction Manager throughout the Project duration, with Construction Manager distributing a copy of all updates to City's Representative and Architect/Engineer.
- 2.3 Pre-Construction Phase Services: The services to be provided under this Section 2.3 constitute the Pre-Construction Phase Services. The parties acknowledge the Construction Phase may commence before the Pre-Construction Phase is completed, and to a certain extent both phases may proceed concurrently.
- 2.3.1 Preliminary Evaluation - The Construction Manager shall provide a preliminary evaluation of the Project and the City's Project Budget requirements, each in terms of the other.
 - 2.3.2 Consultation - The Construction Manager will jointly schedule and attend regular meetings with the City's Representative and Architect/Engineer. The Construction Manager shall make recommendations with respect to the selection of systems and materials, and cost – reducing alternatives, including assistance to the Architect/Engineer and City's Representative, in evaluating alternative comparisons versus long term cost effects. The evaluation shall address the benefits of the speed of construction and early completion of the Project. The Construction Manager shall furnish pertinent information as to the availability of materials and labor that will be required, in addition to items such as the identification, if

necessary, of right-of-way to be acquired, outstanding permits and related issues and the status of utility relocations.

- 2.3.3 Right of Way Acquisition – When requested, Construction Manager shall assist the City's Representative, in conjunction with the City Attorney's Office, with right of way acquisition, including but not limited to, obtaining appraisals, and assisting with the negotiation of purchase agreements. Construction Manager shall coordinate and develop in the Construction Documents all applicable conditions negotiated through the right-of-way acquisition process, including but not limited to such items as driveway transitions and modifications, fence relocations and other related items.
- 2.3.4 Phased Construction - Without assuming any design responsibilities, the Construction Manager shall review the design with the Architect/Engineer and may make recommendations to the City's Representative with respect to dividing the Work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule, while the design is being completed. He shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, maintenance of traffic and utility relocation issues, status of right of way acquisition and community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the City's Representative.
- 2.3.5 Review Reports - Within 30 days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Article 2, Section 2.3. Promptly after completion of the review, he shall submit to the Construction Team, with copies to the Architect/Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as he may deem appropriate, and all actions taken by the Architect/Engineer with respect to same, any comments he may deem to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2, Section 2.3. Construction Manager shall not assume in any way the responsibilities of the Architect/Engineer, in particular, the responsibility of assuring that the Construction Documents are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules, and Regulations. However, if the Construction Manager recognizes that portions of the Construction Documents are at variance therewith, the Construction Manager shall include notice of same in the written report. THE CONSTRUCTION MANAGER SHALL WARRANT, TO THE BEST OF CONSTRUCTION MANAGER'S KNOWLEDGE, WITHOUT ASSUMING ANY ENGINEERING RESPONSIBILITY AND SUBJECT TO ESTABLISHMENT OF A GMP, AND RIGHTS TO CLAIM INCREASES IN COST AND EXTENSIONS OF TIME HEREIN, THAT THE CONSTRUCTION DOCUMENTS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.
- 2.3.6 Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies). When each item is identified, the Construction Manager shall notify the subcontractors, the City's Representative and the Architect/Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The Construction

Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise City's Representative and Architect/Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the City's Representative a schedule for procurement of the long-lead time items, which will constitute part of the Work as required to meet the Master Project Schedule. If such long-lead time items are procured by the City, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the City's acceptance of the Construction Manager's GMP proposal, all contracts for such items may be assigned by the City to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.

2.3.7 Project Site Office Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Team to perform their respective duties in the management, inspection, and supervision of construction. Tangible personal property, otherwise referred to as Project Site Office Facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such Project Site Office Facilities, which are planned to become the property of the City at the conclusion of the Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing, and then analyzing which is the most cost effective over the useful life of the item. The Construction Manager shall present his evaluation with recommendation to the City's Representative for approval. When the Construction Manager wishes to supply Project Site Office Facilities from his own equipment pool, he shall first evaluate buy versus lease as discussed previously herein. If leasing is found to be the least expensive approach, then he may lease such Project Site Office Facilities from his own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained. For all such facilities purchased, which are to become the property of the City at the conclusion of the Project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. At the conclusion of the Project, the Construction Manager shall provide the City's Representative with a complete inventory of equipment that has been purchased for the City. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the City or to his designee. The Construction Manager is responsible for proper care and maintenance of all equipment while in his control. At the time of transfer to the City, the City may refuse acceptance of the equipment if the City determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse City for the cost of such item.

2.3.8 Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of work areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the Work in periods when extreme weather conditions are likely to be experienced. He shall submit to the Construction Team his recommendations as to needed requirements of this nature and as to the contract, or contracts, in which they should be included. The Construction Manager is totally responsible for all weather protection necessary to insure that all new construction is adequately protected from the normal inclement elements.

2.3.9 Market Analysis and Stimulation of Bidder Interest - The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project. The Construction Manager shall submit to the City's Representative a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the City's Representative and the Architect/Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the City of Kissimmee market place and identify and encourage bidding competition. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the Work and of familiarizing those bidders with the requirements of this Project.

2.4 Construction Phase - After the Construction Documents have been sufficiently completed by Architect/Engineer and approved by City's Representative for all the Work (or such portions thereof as may be designated by City in writing) and City and Construction Manager have agreed in writing upon the GMP to be paid to Construction Manager and the Contract Time for the Work (or designated portions thereof) as hereafter provided, Construction Manager shall fully perform and complete in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with all the terms and conditions of the Contract Documents.

2.4.1 Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent, full time, staff at the Project Site, authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the Work and progress of the subcontractors, and he shall provide no less than those personnel during the respective phases of construction that are set forth in Schedule 1 of the GMP Addendum. He shall not change any of those persons named in said Schedule unless mutually agreed to by the City's Representative and Construction Manager. In such case, the City's Representative shall have the right of approval of the qualifications of replacement personnel. Such approval will not be unreasonably withheld.

2.4.2 Lines of Authority - The Construction Manager shall establish and maintain lines of authority for his personnel, and shall provide this definition to the City's Representative and all other affected parties, such as the code inspectors of the permitting agencies, the subcontractors and the Architect/Engineer, to provide general direction of the Work and progress of the various phases and subcontractors. The City's Representative and Architect/Engineer may attend meetings between the Construction Manager and his subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontracts.

2.4.3 Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the City, its representatives and the Architect/Engineer with copies of the Project Manual (total number of copies not to exceed 10) developed and updated as required by Article 2, expanded for the Construction Phase employing their respective milestones, beginning and finishing dates, their respective responsibilities for performance and the relationships of their work with respect to subcontractors and suppliers. He shall also continue to provide current scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. He is also responsible for performance and the relationships of his work to the work of his subcontractors and suppliers, to enable them to perform their respective tasks, so that the development of construction

progresses in a smooth and efficient manner in conformance with the Master Project Schedule.

- 2.4.4 Solicitation of Bids Without assuming responsibilities of the Architect/Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposals when applicable, for all procurement of long lead items, materials and services, for Subcontractor contracts and, if directed by the City, for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

2.4.4.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the Work. The Construction Manager shall strive to receive at least three competitive bids per trade package. Should the nature of the trade package prohibit three competitive bids, the Construction Manager shall notify the City's Representative in writing as to the reason and offer suggestions, if any, to create trade interest.

2.4.4.2 The Construction Manager shall be responsible for coordinating with the Architect/Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.

2.4.4.3 The Construction Manager and the City's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect/Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the City's Representative and the Architect/Engineer and, upon receiving clarification or correction in writing, shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.

- 2.4.5 Subcontracts Subject to Article 6 and, in accordance with Article 2, Section 2.4.4, the Construction Manager shall award subcontracts to the qualified low bidder after the Construction Manager and the City have reviewed each proposal and are satisfied that the subcontractor/supplier is qualified to perform the work. Construction Manager shall make available to each proposed subcontractor, prior to the execution of the subcontract, complete copies of the Contract Documents to which the subcontractor will be bound by this Section 2.4.5 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

2.4.5.1 All subcontracts shall: (1) require each subcontractor to be bound to Construction Manager to the same extent Construction Manager is bound to City 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 Construction Manager to City at the election of City, upon termination of Construction Manager, (3) provide that City will be an additional indemnified party of the subcontract, (4) provide that City will be an additional insured on all insurance policies required to be provided by the subcontractor, except workman's compensation, (5) assign

all warranties directly to City, and (6) identify City as an intended third-party beneficiary of the subcontract.

2.4.5.2 Unless otherwise expressly agreed to by City in writing, all subcontracts shall provide: **LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY** The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the City or Architect/Engineer or attributable to the City or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim. Each subcontract shall require that any claims by the subcontractor for delay must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the City, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

2.4.5.3 Subcontractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the City, under the agreement, by the parties to the extent of the work to be performed by the subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the City and Architect/Engineer under the Contract Documents, with respect to the Work to be performed by the subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each subcontractor to enter into similar agreements with its sub-subcontractor.

2.4.5.4 Insurance requirements for subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the City. The Construction Manager shall be responsible to the City for the acts and omissions of his employees, agents, subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Construction Manager.

2.4.5.5 If bids are not received for a portion of the Work at or below the applicable line item amount in the GMP Addendum, the Construction Manager reserves the right to perform that portion of the Work, or negotiate for its performance for the specified line item lump sum amount or less.

2.4.6 A Public Construction Bond in the total amount of the GMP, along with all insurance certificates will be provided by the Construction Manager after approval of the GMP by the Board of City Commissioners, in the form attached hereto and incorporated herein as **Exhibit "M"**. No work shall be performed until these documents are provided and the certificates are current.

2.4.6.1 The Bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

2.4.6.2 All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, as amended by the audit Staff, Bureau of Government Financial Operations,

U.S. Treasury Department and A.M. Best rated A VIII or better.

2.4.6.3 If the surety on any Bond furnished by the Construction Manager is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of Section 2.4.6.2, the Construction Manager shall within ten (10) days thereafter substitute another Bond and surety, both of which must be acceptable to the City.

2.4.6.4 All Bonds and insurance required by the Contract Documents to be purchased and maintained by the Construction Manager shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Florida to issue bonds or insurance policies for the limits and coverage so required. All bonds signed by an agent must be accompanied by a certified copy of authority to act.

2.4.7 Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the City's Representative and Architect/Engineer, to assure quality control of the construction. He shall supervise the work of all subcontractors, providing instructions to each when their work does not conform to the requirements of the Construction Documents, and he shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner, so as to not affect the efficient progress of the Work. Should disagreement occur between the Construction Manager and Architect/Engineer over acceptability of Work and conformance with the requirements of the Construction Documents, the City's Representative shall be the final judge of performance and acceptability, subject to the dispute provisions of this Agreement.

2.4.8 Submittals and Substitutions- Construction Manager shall carefully examine the Contract Documents for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. Construction Manager shall submit all such materials in such form and manner as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. The Construction Manager shall also carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to the Architect/Engineer for review and action. Within 14 days, the Architect/Engineer will transmit them back to the Construction Manager, who will then issue the submittals to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote the expeditious handling of shop drawings and all other submittals. The Construction Manager shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of it by the subcontractors. The Construction Manager shall advise the Architect/Engineer in writing which submittals or requests for clarification have the greatest urgency; the purpose being to enable the Architect/Engineer to prioritize requests coming from the Construction Manager. The Construction Manager shall advise the City's Representative and Architect/Engineer in writing when timely response is not occurring on any of the above.

2.4.8.1 If Construction Manager wishes to furnish or use a substitute item of material or equipment, Construction Manager shall make application to Architect/Engineer for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and at least of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed

substitute will not prejudice Construction Manager's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for the Project) to adapt the design to the proposed substitute, and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement services shall be indicated. The application also shall contain an itemized estimate of all costs or savings that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Architect/Engineer in evaluating the proposed substitute. Architect/Engineer may require Construction Manager to furnish, at Construction Manager's expense, additional data about the proposed substitute.

2.4.8.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Construction Manager may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Architect/Engineer, if Construction Manager submits sufficient information to allow Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by Architect/Engineer shall be the same as those provided herein for substitute materials and equipment.

2.4.8.3 Architect/Engineer shall be allowed a reasonable time within which to evaluate each proposed substitute. Architect/Engineer and City's Representative shall be the sole judges of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without City's and Architect/Engineer's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. City may require Construction Manager to furnish, at Construction Manager's expense, a special performance guarantee or other surety with respect to any substitute. The cost of such guarantee may be reimbursable from the City's Owner Allowance or Buyout Allowance funds, provided that this cost is presented with the proposed substitute. If City rejects the proposed substitute, at City's direction, City may require Construction Manager to reimburse City for the charges of Engineer and Engineer's consultants for evaluating the proposed substitute.

2.4.9 Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the City and the City's Representative, including the Architect/Engineer.

2.4.10 Permits - The Construction Manager shall secure and pay for all permits and/or licenses which are customarily secured by a General Contractor. If Construction Manager performs any Work without obtaining, or contrary to, such permits or licenses secured prior to commencement of work, Construction Manager shall bear all costs arising therefrom. Costs related to post commencement permitting requirements that were unknown to Contractor at the time commencement shall be borne by the City. Cost for all re-inspections of Work found defective and subsequently repaired, shall be borne by the Construction Manager, unless such cost is not a result of negligence on the part of the Construction Manager.

2.4.11 Project Administration - The Construction Manager shall provide Project Administrative functions during construction to assure proper documentation, including, but not limited to, such things as the following:

2.4.11.1 Job Meetings – Hold weekly progress and coordination meetings, or more or less frequently, if required, to provide for the timely completion of the Work. In addition, a regular monthly Project status meeting will be held between the Architect/Engineer, City's Representative and Construction Manager. The meetings shall serve as a tool for planning of work and enforcing schedules and for establishing procedures and responsibilities.

2.4.11.2 Shop Drawing Submittals/Approvals – Check shop drawings and implement procedures to be approved by City's Representative for submittal and transmittal to the Architect/Engineer and City's Representative of such drawings for action, and closely monitor their submittal and approval process.

2.4.11.3 Material and Equipment Expediting – Closely monitor material and equipment deliveries, follow-up procedures on supplier commitments of all subcontractors, and maintain a material and equipment expediting log.

2.4.11.4 Payments to subcontractors - Develop and implement a procedure for review, processing, and payment of applications by subcontractors for progress and final payments.

2.4.11.5 Document Interpretation (RFI) - Refer all questions for interpretation of the Construction Documents to the Architect/Engineer with a copy to the City's Representative.

2.4.11.6 Reports and Project Site Documents - Record the progress of the Project. Submit written progress reports to the City's Representative and the Architect/Engineer including information on the subcontractors' work, and the percentage of completion. Keep a daily log available to the City, the Engineer and the permitting authority's inspectors.

2.4.11.7 Subcontractors' Progress - Prepare periodic punch lists for the subcontractors' work, including unsatisfactory or incomplete items and schedules for their completion.

2.4.11.8 Start-Up - With the City's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.

2.4.11.9 Safety – Provide a safety program for the Project to meet OSHA requirements. Monitor for subcontractor compliance without relieving them of responsibilities to perform Work in accordance with the best acceptable practice.

2.4.11.10 Record Drawings - The Construction Manager shall monitor the progress of his own forces and his Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect/Engineer, who will prepare the final record drawings. The Construction Manager shall continuously review "As-Built" Drawings and marked up progress prints to provide as much accuracy as possible.

2.4.11.11 Systems Maintenance and Instruction - The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey those to the City in such a manner as to promote their usability. The Construction Manager shall provide City's operations and maintenance personnel with operations and maintenance training with respect to the equipment and systems being provided as part of the Work. This training shall be videotaped by Construction Manager for subsequent presentation to City's operations and maintenance personnel.

2.4.11.12 Administrative Records - Construction Manager shall maintain in a safe place at the Project Site Office Facility, one record copy and one permit set of the Contract Documents, including, but not limited to, all Construction Documents, addenda, amendments, Change Orders, Construction Change Directive and Field Orders, as well as all written interpretations and clarifications issued by Architect/Engineer, in good order and annotated to show all changes made during construction. The record Contract Documents shall be updated by Construction Manager throughout the prosecution of the Work to accurately reflect all field changes that have been made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directive and Field Orders, and all concealed and buried installations of piping, conduit and utility services. Construction Manager shall certify the accuracy of the updated record Contract Documents. As a condition precedent to City's obligation to make a monthly progress payment, Construction Manager shall provide evidence, satisfactory to City's Representative and Architect/Engineer, that Construction Manager is fulfilling its obligation to update the record Contract Documents. All buried and concealed items, within the Project site, shall be accurately located on the record Contract Documents as to depth and in relationship to not less than 2 permanent features. The record Contract Documents shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in red. The record Contract Documents, together with all approved samples and a counterpart of all approved shop drawings, shall be available to City's Representative and Architect/Engineer for reference. In addition, the Construction Manager shall be required to maintain at the Project Site Office Facility on a current basis, electronic and/or copies of files and records such as, but not limited to the following:

- Contracts [subcontracts]
- Purchase Orders
- Shop Drawing Submittal/Approval Logs
- Equipment Purchase/Delivery Logs
- Contract Drawings and Specifications with Addenda
- Warranties and Guarantees
- Cost Accounting Records
- Labor Costs
- Material Costs
- Equipment Costs
- Cost Proposal Requests
- Payment Request Records
- Meeting Minutes
- Cost Estimates
- Bulletin Quotations

Lab Test Reports
 Insurance Certificates and Bonds
 Contract Changes
 Construction Change Directives
 Permits
 Purchase Orders
 Material Purchase Delivery Logs
 Technical Standards
 Design Handbooks
 "As-Built" Marked Prints
 Operating & Maintenance Instruction
 Daily Progress Reports
 Monthly Progress Reports
 Correspondence Files
 Transmittal Records
 Inspection Reports
 Bid/Award Information
 Bid Analysis and Negotiations
 Punch Lists
 PMIS Schedule and Updates
 Suspense (Tickler) Files of Outstanding Requirements
 Project Manual
 Job Photographs

2.5 Final Completion:

2.5.1 Substantial Completion: When the entire Work (or any portion thereof designated in writing by City) is ready for its intended use, Construction Manager shall notify City's Representative and Architect/Engineer in writing that the entire Work (or such designated portion) is substantially complete and request that Architect/Engineer prepare a Certificate of Substantial Completion (or a Certificate of Partial Substantial Completion), a copy of which is attached as **Exhibit "D"**. Said written notice from Construction Manager shall include a proposed punch list of all items of Work to be completed or corrected by Construction Manager. Within a reasonable time thereafter, City's Representative, Construction Manager and Architect/Engineer shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If City's Representative and Architect/Engineer do not consider the Work (or designated portion) substantially complete, Architect/Engineer shall notify Construction Manager in writing giving the reasons therefore. If City and Architect/Engineer consider the Work (or designated portion) substantially complete, Architect/Engineer shall deliver to Construction Manager the Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date Substantial Completion for the entire Work (or designated portion thereof) is actually achieved by Construction Manager and include a final punch list of items to be completed or corrected by Construction Manager before final payment. Failure to include an item on the final Punch List does not waive City's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment.

2.5.2 Final Acceptance: When Construction Manager believes it has fully performed all of the Services, including all punch list items, Construction Manager shall deliver to City's Representative all items listed on **Exhibit "G"**, which includes, but is not limited to, a written Release and Affidavit from Construction Manager certifying that all Work has been completed in accordance with the requirements of the Contract Documents. That written affidavit shall be in conformance with **Exhibit "E"** and

shall be delivered to City's Representative by Construction Manager at the same time it submits its final Application for Payment. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Architect/Engineer and City's Representative shall promptly inspect the Work to determine if all of the Work has been completed and is ready for Final Acceptance by City. If City's Representative and Architect/Engineer determine Construction Manager has completed the entire Work and performed all of the Services, City's Representative shall promptly approve the Final Completion Certificate of the Project, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Services have been completed in accordance with the requirements of the Contract Documents; (ii) the final balance due Construction Manager, as noted in the final Certificate for Completion, is due and payable; and (iii) all conditions precedent to Construction Manager's entitlement to final payment has been satisfied. Neither the final payment nor any retainage shall become due and payable until Construction Manager submits: (1) the final Release and Affidavit in the form attached to the Agreement as **Exhibit "E"**, (2) consent of surety to final payment, and (3) other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by City. City reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though Architect/Engineer may have issued its recommendations. Until the Construction Manager completes all of its contractual obligations, with the exception of the Warranty period, neither the final payment nor any retainage shall become due and payable.

The City may occupy or take control of portions of the project providing the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in Article 2, Sections 2.4.11.8, 2.4.11.10, 2.5.1 and 2.6 have been completed to the City's satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Substantial Completion.

2.6 Warranty and Corrective Period

- 2.6.1 The Construction Manager shall warrant that all materials and equipment included in the Work will be new, except where indicated otherwise in Contract Documents, and that the Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Construction Documents. Contractor's warranty (i) excludes damage caused by misuse, failure to provide Contractor notice and an opportunity to cure alleged defects and (ii) is in lieu of all other warranties, express or implied.
- 2.6.2 The Construction Manager shall collect and deliver to the City's Representative any specific written warranties given by others as required by the Contract Documents. Also, the Construction Manager shall conduct, jointly with the City's Representative and the Architect/Engineer, a warranty inspection eleven (11) months after the date of Substantial Completion of the Project. Construction Manager shall obtain and assign to City all express warranties given to Construction Manager by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Construction Manager further warrants to City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any special warranty to be provided will be in such form as is acceptable to City and

shall not include any exclusions, exceptions or modifications except to the extent approved by City in its sole discretion.

- 2.6.3 In addition to the express warranties provided for in Sections 2.6.1 and 2.6.2, and all other rights and remedies available to City at law or in equity, including any implied warranties City may be entitled to as a matter of law, Construction Manager shall promptly correct, upon receipt of written notice from City's Representative, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by City in its sole discretion to present an immediate threat to safety or security, City shall be entitled to correct and fix such defective or non-conforming portions of the Work, and Construction Manager shall reimburse City for all costs and expenses incurred by City in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one year (or such longer period of time as may otherwise be specified in the Contract Documents) commencing from the date Substantial Completion is achieved.
- 2.6.4 With respect to the correction of any defective or nonconforming Work, Construction Manager shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work. Construction Contingency Funds may be utilized to correct such damage provided that damage was not caused by negligence on the part of the Construction Manager. Construction Manager's warranty excludes remedy for damage or defect caused by City's abuse, modifications not performed by Construction Manager, improper or insufficient maintenance by City (unless such maintenance was performed in accordance with the directions from Construction Manager), improper operation by City (unless such operations were performed in accordance with the directions from Construction Manager), or normal wear and tear under normal usage.

ARTICLE 3

CITY'S RESPONSIBILITIES

3.1 **City's Information:**

The City shall provide full information regarding the requirements for the Project.

3.2 **City's Representative:**

The City shall designate in writing any additional representatives authorized to act on the City's behalf with respect to the Project, together with the scope of his/her respective authority. In no event, shall any delegation of authority be contrary to State or City laws or codes. Such designations as of the date hereof are set forth in Section 1.3.18. Functions that this Agreement provides, which will be performed by the City, can be delegated by written notice to the Construction Manager from the City. The designation(s) of City's Representative, as set forth in Section 1.3.18, may be amended from time to time by the City, pursuant to written notice to the Construction Manager of such amendment. The Construction Manager shall be entitled to rely on directions (and it shall be required to follow directions) from the City's Representative within the authority conferred by the Board of City Commissioners in this Agreement or any Amendment or Change Order to this Agreement. The City of Kissimmee Board of City Commissioners hereby authorizes the City's Representative to: (1) act as the Board's agent and execute documents associated with the Project. Examples of these documents are Notices of Commencement, Certificates of Substantial and Final Completion and permits from applicable agencies; (2) administer,

coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the City; and (4) issue a duly authorized memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by City's Representatives shall be binding on the City. The City's Representative does not have the authority to authorize work beyond the scope of the Contract Documents.

The City additionally authorizes the City Manager, or his designee, in conjunction with the City's Representative, to authorize individual changes in the Work up to \$100,000.00. Said changes shall be funded from the City's Allowance and shall not cause an increase to City's Project Budget.

3.3 Design Engineer and Engineer's Agreement:

The City shall retain an Architect/Engineer for design and to prepare Construction Documents for the Project. The Architect/Engineer's services, duties and responsibilities are described in the Agreement between the City and the Architect/Engineer, a copy of which will be furnished to the Construction Manager.

3.4 Site Survey and Reports:

The City shall provide for the site of the Project all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations, and a legal description.

3.5 Approvals and Easements:

The City shall pay for necessary approvals, properties, easements, assessments and charges required for the construction, use or acceptance of permanent structures or for permanent changes in existing facilities.

3.6 Legal Services:

The City shall furnish such legal services as may be necessary for providing the items set forth in Article 3, Section 3.5, and such auditing services as it may require.

3.7 Construction Documents:

The Construction Manager will be furnished a reproducible set of all copies of the Construction Documents reasonably necessary and ready for printing.

3.8 Cost of Surveys & Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the City's expense. Construction Manager shall rely upon the accuracy and completeness thereof as noted in the various reports and surveys. Additional reports or surveys deemed to be necessary by the Construction Manager shall be obtained by the Construction Manager.

3.9 Project Fault Defects:

If the City becomes aware of any fault or defect in the Project or non-conformance with the Construction Documents, the City shall give prompt written notice thereof to the Construction Manager and Architect/Engineer.

3.10 Funding:

The City shall furnish, in accordance with the established Master Program Schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence performance of any Services, unless authorized in writing by the City.

3.11 Permitting & Code Inspections:

The City and Construction Manager shall coordinate with the appropriate permitting authorities.

ARTICLE 4

CONTRACT TIME

4.1 The total period of time beginning with the Construction Phase Commencement Date and ending on the date of Final Completion of the Work is referred to hereafter as the "Contract Time". With respect to the Construction Phase Services, the "Construction Phase Commencement Date" shall be established in the GMP Addendum. No portion of the Work, with respect to the Construction Phase Services, shall be performed prior to the Construction Phase Commencement Date, unless expressly approved in advance by the City in writing. The GMP Addendum shall also include the date that portion of the Work associated with the Construction Phase Services must be substantially completed by Construction Manager. The "Substantial Completion" date shall be established in terms of calendar days after the Construction Phase Commencement Date. Unless noted otherwise, the Final Completion Date is 45 (forty-five) days after Substantial Completion. In the event Construction Manager and City fail to reach an agreement on the Contract Time, City may elect to terminate this Agreement. In the event of any such termination, Construction Manager shall be entitled to receive that portion of the Contract Amount attributable to the Pre Construction Phase Services earned to the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by City; but Construction Manager shall not be entitled to any further or additional compensation from City, including, but not limited to, damages or lost profits on portions of the Work not performed.

4.2 Liquidated Damages. City and Construction Manager recognize that, since time is of the essence for this Agreement, City will suffer financial loss if the Work associated with the Construction Phase is not substantially completed within the time specified in the GMP Addendum, as said time may be adjusted as provided for herein. In such event, the total amount of City's damages, will be difficult, if not impossible, to definitively ascertain and quantify, because this is a public construction project that will, when completed, benefit the public in the City of Kissimmee, Florida. It is hereby agreed that it is appropriate and fair that the City receive liquidated damages from Construction Manager, if Construction Manager fails to achieve Substantial Completion of the Work within the required Contract Time. Should the Contractor not meet the Substantial Completion Date as set forth herein as adjusted by approved Change Order, plus 30 days "Grace Period", liquidated damages will be assessed at a daily rate of \$1500 for each calendar day thereafter until Substantial Completion is achieved.. Construction Manager hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represent a fair and reasonable estimate of City's actual

damages at the time of contracting if Construction Manager fails to substantially complete the Work in a timely manner.

Liquidated Damages shall be capped at a maximum value not to exceed two times Contractor's fee, and except as expressly provided in the Contract Documents, the ultimate amount so determined shall be the sole and exclusive monetary remedy for delays whether at law or in equity recoverable against Contractor by the Owner for all monetary damages relating solely to delays in Substantial Completion. The parties reserve all other rights available to each of them under this Agreement with respect to delays in Substantial Completion.

4.3

ARTICLE 5

CONTRACT TIME EXTENSIONS

- 5.1 Should Construction Manager be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Construction Manager, and not due to its fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes, lockouts, utility work being performed within the Project limits, or by unusually severe weather conditions by comparison with the ten year Osceola City, Florida average not reasonably anticipatable, Construction Manager shall notify City's Representative and Architect/Engineer, in writing within seven (7) calendar days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Construction Manager may have had to request a Contract Time Extension. Contract Time Extension requests shall be evaluated through the Change Order process.
- 5.2 If Construction Manager encounters on the Project site any materials reasonably believed by Construction Manager to be petroleum, or petroleum related products, or other hazardous or toxic substances which have not been rendered harmless, Construction Manager immediately shall: (i) stop Work in the area affected, and (ii) report the condition to City's Representative in writing. If the Work is so stopped in excess of ten (10) days and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an adjustment to the Contract Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by the Construction Manager or any of its employees, agents, subcontractors, or material suppliers, no Change Order will be required for an adjustment in the Contract Time and Construction Manager shall indemnify the City and hold City harmless for any costs incurred by the City with respect to such material.
- 5.3 NO DAMAGES FOR DELAY. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the City and Architect/Engineer may be responsible, in whole or in part, shall relieve Construction Manager of his duty to perform, or give rise to any right to damages or additional compensation from the City. Construction Manager's sole remedy, if any, against the City will be the right to seek an extension to the Contract Time and the payment of additional Costs of the Work and associated increase in the Construction Manager's Fee, as allowed pursuant to Article 6. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion. In no event shall the City be liable to Construction Manager, whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

ARTICLE 6

CONTRACT AMOUNT

- 6.1 In consideration of the full and faithful performance by the Construction Manager of the covenants in this Agreement, City agrees to pay, or cause to be paid, to Construction Manager the following amounts (hereinafter collectively referred to as "Contract Amount"), in accordance with the terms of this Agreement and with the Hourly Rate Schedule attached hereto and incorporated herein as **Exhibit "K"**. The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.
- 6.1.1 Pre-Construction Phase Services - For all Pre-Construction Phase Services enumerated in this Agreement, including, but not limited to, providing value engineering, reviewing documents for constructability, assisting and meeting with the City and the Design professionals, preparing cost estimates and schedules and preparing the GMP Proposal, Construction Manager shall receive the lump sum amount as specified in the Pre-Construction Services Addendum and in accordance with the payment schedule set forth in said Addendum.
- 6.1.2 Construction Phase Services – With respect to the Construction Phase Services to be provided by Construction Manager, City shall: 1) reimburse Construction Manager for the Cost of the Work; and 2) pay the Construction Manager a Construction Manager's Fee to be negotiated as part of the GMP Addendum process.
- 6.1.2.1 Construction Manager's Fee: The Construction Manager's Fee shall be Construction Manager's total compensation for the Construction Manager's profit on the Cost of the Work, as defined below. Construction Manager agrees to provide City with a GMP Proposal for the total sum of the Construction Manager's Fee, plus the Cost of the Work, plus the Construction Manager's Contingency, after the Construction Manager determines the Construction Documents are sufficiently complete.
- 6.1.2.2 The GMP Proposal shall be based upon actual subcontractor cost proposals with the various subcontractors. Further, the proposal shall be broken down into the categories and level of detail required by City's Representative. Construction Manager agrees that all its books, records and files, with respect to its development of the GMP Proposal, shall be open to City for review and copying. The final GMP Proposal shall be mutually agreed upon by City and Construction Manager and shall be set forth in the GMP Addendum (**Exhibit "C"**). The GMP Addendum shall further identify the drawings, specifications (Schedule 1 of the GMP Addendum) and other descriptive documents (Schedule 4 of the GMP Addendum) upon which the GMP is based. The Construction Manager guarantees that in no event shall the sum of the Construction Manager's Fee, the total Cost of the Work, and the Construction Manager's Contingency exceed the GMP. The Construction Manager acknowledges multiple GMP Addendums may be required for the portions of the Project to support the Project phasing and schedule.
- 6.1.2.3 The amount to be paid for Construction Manager's Fee shall be stated in the GMP Addendum. The Construction Manager's Fee shall be paid proportionally to the ratio of the Cost of the Work completed. The balance of the Construction Manager's Fee shall be paid at Final Completion. If construction is authorized for a portion of the Project, the Construction Manager's Fee shall be paid proportionally to the amount of the Work authorized by the City.

6.1.2.4 In the event Construction Manager and City fail to reach an agreement on the GMP, the City may elect to terminate this Agreement. In the event of any such termination, Construction Manager shall be entitled to receive that portion of the Contract Amount attributable to the completed Pre Construction Phase Services; but Construction Manager shall not be entitled to any further additional compensation from City, including but not limited to damages or lost profits on portions of the Work not performed. Construction Manager may be required to continue to provide all other agreed upon Pre Construction services.

6.1.2.5 The Construction Manager will not be due any increases in the Construction Manager's Fee on increases in the GMP value that do not exceed a cumulative total of a specified amount which shall be stated as a "nominal overage" in the GMP Addendum. Should the GMP value be increased by more than such nominal overage amount under the terms of Article 7 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional Construction Manager's Fee will be (5) five percent of that portion of the accumulative increases in the GMP value that exceed the GMP value by more than such nominal overage amount.

6.1.3 Cost of the Work. The Phrase "Cost of the Work" shall mean all costs necessarily and reasonably incurred by Construction Manager in the proper performance of the Construction Phase Services portion of the Services. Such costs shall be at rates not higher than the standard paid at the place of the Project except with the prior written consent of City only after Construction Manager has provided sufficient support in writing that exceptional circumstances exist, which justify the payment of rates higher than the standard. The Cost of the Work shall include only those items set forth below in this subsection 6.1.3:

6.1.3.1 Construction Phase Costs: The following items constitute the elements that can be included in the Construction Phase Cost calculations.

6.1.3.1.1 Wages of construction workers directly employed by Construction Manager to perform the construction of the Work at the Project site or, with City's written agreement, at off-site workshops;

6.1.3.1.2 Wages of Construction Manager's supervisory, technical and administrative personnel who are stationed at the Project site as specified in Schedule 1 to the proposed GMP;

6.1.3.1.3 Wages of Construction Manager's supervisory and administrative personnel engaged at factories, workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and only with City's written agreement;

6.1.3.1.4 Wages of Construction Manager's supervisory, technical, and administrative personnel when assigned to this Project and specifically working on this Project in the Construction Manager's administrative or home office, as specified in Schedule 1 to the proposed GMP ;

6.1.3.1.5 Payments made by Construction Manager to subcontractors in accordance with the requirements of the applicable written subcontracts;

6.1.3.1.6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents;

6.1.3.1.7 Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof;

6.1.3.1.8 Minor expenses at the site, such as internet, long distance telephone calls, telephone service, expressage, postage, and similar petty cash items in connection with the Project to be billed at cost.

6.1.3.2 Subcontract and Material Costs. All Subcontractor Costs will be documented and signed by Subcontractor invoices and all material costs will be documented by copies of invoices. Subcontract and Material Costs may also be referred to as "Reimbursable Costs". All requests for payment of expenses eligible for reimbursement under the terms of this Agreement, unless otherwise specifically stated herein, shall be reimbursed per the City's Reimbursable Schedule that is attached hereto as Exhibit "J" and made a part of this Agreement. Reimbursable Costs shall include:

6.1.3.2.1 Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a sub-contractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area;

6.1.3.2.2 Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction project. General Liability will be cost at a fixed rate of a specified percentage, to be stated in the GMP Addendum of the final Contract Amount, adjusted to include any previously deducted City Direct Purchase amounts, and Construction Manager bonds will be cost at a fixed rate of a specified percentage, to be stated in the GMP Addendum. The premium stated will be substantiated with industry standard documentation. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. **There shall be no Construction Phase Fee on this item;**

6.1.3.2.3 Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles, provided they have resulted from causes other than the negligent misconduct of Construction Manager;

6.1.3.2.4 Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable;

- 6.1.3.2.5 The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship, or other causes due to the negligence of the Construction Manager or his subcontractors or suppliers. No costs shall be paid by the City to the Construction Manager for any expenses made necessary to correct defective workmanship, or to correct any work not in conformance with the Plans and Specifications, or to correct any deficiency or damage caused by negligent acts by the Construction Manager;
- 6.1.3.2.6 Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of Subcontractors, except in the case of a Subcontractor's default;
- 6.1.3.2.7 Costs for trash and debris control and removal from the site;
- 6.1.3.2.8 Costs incurred due to an emergency affecting the safety of persons and property;
- 6.1.3.2.9 Legal costs reasonably and properly resulting from prosecution of the Project for the City, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations: 1) The City approved, in writing, incurring such costs in advance, which approval shall be in the City's sole discretion; and 2) the legal costs were not incurred as result of the Construction Manager's own negligence or default. This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders, or in enforcing the obligations of this Agreement;
- 6.1.3.2.10 Transportation outside of Osceola City for those personnel employed directly for the project, not including relocation expenses. Such transportation must be extraordinary and be approved in advance by the City's Representative, and will be in accordance with the Construction Manager's standard personnel policy;
- 6.1.3.2.11 Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the project;
- 6.1.3.2.12 Costs for watchman and security services for the project, if necessary;
- 6.1.3.2.13 Costs for efficient logistical control of the Project, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space;
- 6.1.3.2.14 Costs for such temporary facilities and temporary protection during construction, as approved by the City, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software;

- 6.1.3.2.15 Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Work;
- 6.1.3.2.16 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities (including Project field offices, furniture and fixtures), temporary utilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site and fully consumed in the performance of the Work; and costs less salvage value on such items if not fully consumed, whether sold to others or retained by Construction Manager;
- 6.1.3.2.17 Rental charges, at standard industry rates for the area, for temporary facilities, machinery, vehicles, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site, whether rented from Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of all equipment rented, whether from Construction Manager or others, shall be subject to the prior written approval of City's Representative;
- 6.1.3.2.18 Costs, fees and assessments for the building permit and for other permits, licenses and inspections for which Construction Manager is required by the Contract Documents to pay;
- 6.1.3.2.19 Cost of Public Information Programs or other neighborhood functions hosted by Construction Manager at the direction of City's Representative;
- 6.1.3.2.20 Costs of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of this Agreement;
- 6.1.3.2.21 Cost of documentation, inspection and testing as required for the preparation of the Final Estimate and implementation of the FDOT Contractor Quality Control process;
- 6.1.3.3 Costs Not To Be Reimbursed. The Cost of the Work shall not include the following items: Except as provided in Article 6, Section 6.1.3.1:
- 6.1.3.3.1 Temporary living and travel expenses of employees who are not relocated, but are assigned to the Project;
- 6.1.3.3.2 Except as provided in the Fringe Benefits rate included in Article 6, Section 6.1.3.1.4, expenses of Construction Manager's principal office and offices other than the Project site office;
- 6.1.3.3.3 Overhead and general expenses, except as may be expressly included in Article 6, Section 6.1.3.1 and 6.1.3.2;

6.1.3.3.4 Construction Manager's capital expenses, including interest on Construction Manager's capital employed for the Work;

6.1.3.3.5 Rental costs of machinery and equipment, except as specifically provided in Article 6, Section 6.1.3.2.1;

6.1.3.3.6 Except as expressly provided in Article 6, Section 6.1.3.2.5, costs due to the negligence of Construction Manager, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied;

6.1.3.3.7 Any costs not specifically and expressly described in Article 6, Section 6.1.3.1 and 6.1.3.2 above;

6.1.3.3.8 Construction Manager is responsible, without reimbursement from City, for re-inspection fees and costs; to the extent such re-inspections are due to the negligence of the Construction Manager;

6.1.3.4 Adjustments in Construction Phase Costs: For changes in the Project as provided in Article 7, the Construction Phase Costs shall be adjusted as follows:

6.1.3.4.1 The Construction Manager shall be paid an additional amount, subject to negotiation, if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss, excluding any condition that may have been caused from negligent acts by the Construction Manager.

6.1.3.4.2 Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase Costs or Construction Manager's Fee paid to the Construction Manager, unless such delays are as defined in Article 7.

6.1.4 City's Allowance: The GMP Addendum shall include the City's Owner Allowance, which permits the City to authorize the Construction Manager to perform work which may not have been specifically addressed in the original contract documents, but which the City deems necessary for the project. The City's Allowance is also intended to protect against price increases between the GMP Addendum and the completion of the 100% Construction Documents, as well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction, and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the City's Allowance prior to the release of funds by the City. Documentation for use of the City's Allowance shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. The Architect/Engineer shall verify the actual costs. The maximum dollar amount of permitted Allowance Work shall be 5% of the GMP or \$250,000, whichever is less. The City Manager or his designee can approve the use of the City's Allowance up to \$50,000 per occurrence. When allowance funds are utilized for changes and/or additions to the work, the CM shall submit a written request to the City's Representative, in the same manner as a change order request. The City's Representative shall

prepare an Allowance Authorization Release, in form attached here to as **Exhibit "I"** to this Agreement.

The GMP Addendum may, at the City's discretion, also contain allowance time, not to exceed fifteen (15) percent of the total amount of time allotted for the work. This time shall be used for any unforeseen changes to the work which may cause the time to be extended and will be granted via an Allowance Authorization Release, approved by the City Manager or his designee.

6.1.4.1 Following the full execution of the GMP Addendum, at a point mutually agreed upon between the City's Representative and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds may be taken from the City's Allowance. If the net amount of the buyout results in a savings, the savings will be assigned to the City's Buyout Allowance.

6.1.5 The City's Buyout Allowance shall be created by savings generated by the subcontractor buyout, unused contingency funds, and also by reductions in scope that otherwise could reduce the GMP. The intent of this City's Buyout Allowance is to allow funds already approved within the GMP Addendum to remain and be used at the City's discretion for scope issues that may become required and/or desired during the course of the project. Authorizations up to \$50,000, for the use of the City's Buyout Allowance, will be granted by the City Manager, or his designee. Authorizations for more than \$50,000 will be required to be obtained from the Board. The City's Representative shall prepare an Allowance Authorization Release, in form attached here to as **Exhibit "N"** to this Agreement.

ARTICLE 7

CHANGE IN THE PROJECT

7.1 Change Orders:

7.1.1 City shall have the right, at any time during the progress of the Work, to increase or decrease the Work. Promptly after being notified of a change, but in no event more than 14 days after its receipt of such notification (unless City's Representative has agreed in writing to a longer period of time), Construction Manager shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or for minor changes ordered by the Architect/Engineer, no addition or changes to the Work shall be made except upon written order of City, and City shall not be liable to Construction Manager for any increased compensation or adjustment to the Contract Time without such written order.

7.1.2 A Change Order, in form attached here to as **Exhibit "H"** to this Agreement, shall be prepared by City's Representative, reviewed by Architect/Engineer and Construction Manager, and executed promptly by the parties after an agreement is reached between Construction Manager and City, concerning the requested changes. Construction Manager shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as City and Construction Manager shall mutually agree.

7.1.3 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are: (1) subsurface or otherwise concealed

physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of any unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably would not have been discovered by Construction Manager as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Construction Manager shall provide City's Representative with prompt written notice thereof before conditions are disturbed and in no event later than 48 hours after first observance of such conditions. City's Representative and Architect/Engineer shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Construction Manager's cost of, or time required for, performance of any part of the Work, City will acknowledge and agree to an equitable adjustment to the Contract Amount or Contract Time, or both, for such Work. If City's Representative determines that the conditions at the site are not materially different from those indicated in the Contract Document or not of an unusual nature or should have been discovered by Construction Manager as part of its investigative services, and that no change in the terms of the Contract is justified, City shall so notify Construction Manager in writing, stating its reasons. Claims by Construction Manager in opposition to such determination by City must be made within 48 hours after Construction Manager's receipt of the written determination of City's Representative. If City's Representative and Construction Manager cannot agree on an adjustment to the Contract Amount or Contract Time, the parties shall comply with the dispute resolution procedure set forth in the Contract Documents.

- 7.1.4 The increase or decrease in the GMP as set forth in the GMP Addendum resulting from a change in the Project shall be determined in one or more of the following ways: 1) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect/Engineer and City's Representative, or 2) by unit prices stated in the Agreement or subsequently agreed upon.
- 7.1.5 If none of the methods set forth in Article 7, Section 7.1.4 is agreed upon, the Construction Manager, provided he receives a written order signed by the City, shall promptly proceed with the Work involved. The increase or decrease in the GMP shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work whose cost exceeds that estimate, without prior written approval by the City's Representative. In such case, and also under Article 7, Section 7.1.4 above, the Construction Manager shall keep and present, in such form as the City's Representative may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Work as outlined in Article 6., Section 6.1.3.2 Should Contractor not agree with this method of calculation Contractor may, without delaying the prosecution of the work, submit a Claim for relief consistent with the terms of this Agreement Contractor shall ensure that any subcontractor dispute is subject to the same Claims procedure.
- 7.1.6 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the City or the Construction Manager, the applicable unit prices and GMP shall be equitably adjusted.

- 7.1.7 In the event the Construction Manager encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop Work in the area affected and report the condition to the City in writing. City shall thereafter, as soon as reasonably possible, conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste, or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the City to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith. The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.
- 7.1.8 The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to the changes clause herein.
- 7.1.9 *Intentionally omitted.*
- 7.1.10 Claims for Additional Cost or Time: All claims for additional cost or time, in excess of what is addressed in Article 6.1.4, shall be made by request for a Change Order submitted as provided in this Article. The Substantial Completion date shall be extended by Change Order for such reasonable time as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the Work by any act or neglect of the City or the Architect/Engineer or of any employee of either or by any separate Construction Manager employed by the City or by any changes ordered in the work by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the City pending resolution of disputes, and such delay extends the completion date, then the dates for completion may be equitably adjusted. Only delays, which are determined to extend the critical path of the schedule for constructing the project, will result in a time extension.
- 7.1.11 Minor Changes in the Project: The City will have authority to order minor changes in the Project not involving an adjustment in the Contract Amount or Contract Time and not inconsistent with the intent of the Construction Documents. Such changes shall be effected in writing. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. Changes shall be approved by the City and Architect/Engineer.
- 7.1.12 Emergencies: In any emergency affecting the safety of persons or property, the Construction Manager shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the GMP or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided herein. Construction Manager shall take immediate action to prevent injury to any person or damage to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project Site.

If conditions are such that it is safe to return to the Project site, Construction Manager shall give Architect/Engineer written notice within 48 hours after the occurrence of the emergency, if Construction Manager believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Construction Manager fails to provide the 48 hour written notice noted above, Construction Manager shall be deemed to have waived any right it otherwise may have had to seek and adjustment to the Contract Amount or an extension to the Contract Time. Construction Manager is obligated to promptly report in writing to City all accidents relating to the Work that result in any personal injury or property damage.

ARTICLE 8

PAYMENTS TO THE CONSTRUCTION MANAGER

8.1 Progress Payments for Construction Phase Services

- 8.1.1 Construction Manager's monthly Applications for Payment shall be in a form, as shown in **Exhibit "F"**, and shall contain such detail and backup as City reasonably may require. Such detail and backup shall include documentation of actual payments made.
- 8.1.2 At the time it submits its GMP Proposal to City, Construction Manager shall submit to City's Representative and Architect/Engineer, for their review, a Schedule of Values based upon the GMP Proposal. The Schedule of Values will be based on the major items of work. The Schedule of Values will be structured so that the costs of the major items of work can be allocated to the various elements of work. The Schedule of Values shall be updated for the current month Change Orders and submitted each month to Architect/Engineer along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit "F"**.
- 8.1.3 If the payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at an approved location off site, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that City has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which shall be subject to City's satisfaction.
- 8.1.4 Construction Manager shall submit a notarized original of its monthly Application for Payment to City's Representative, or Architect/Engineer, as directed by the City's Representative, on a monthly basis, on or before the 25th of each month. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. Within seven calendar days after receipt of each Application for Payment, Architect/Engineer shall submit to City's Representative, a certification of the Application for Payment in the amount recommended by Architect/Engineer as being due and owing Construction Manager. Upon approval by City's Representative, payment shall be made to Construction Manager in accordance with the Florida Prompt Payment Act Statute 218.735. As a condition to the application for the monthly partial pay requisition, the Construction Manager agrees

that all as-built information will be recorded within 30 days after receipt of information that a change to the Construction Documents has occurred.

- 8.1.5 Ten percent (10%) retainage shall be held on all payments until the Construction Phase is 50% complete, except when approved by the City, certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. After 50% completion, the amount of retainage shall be reduced from 10% to 5%, in accordance with Section 255.078, Florida Statutes. Retainage shall not be withheld on services or fees set forth in Article 6, Section 6.1.2 and 6.1.3.
- 8.1.6 Monthly payments to Construction Manager shall in no way imply approval or acceptance of Construction Manager's work.
- 8.1.7 Each Application for Payment shall be accompanied by a Release and Affidavit showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full through the previous month's Application for Payment. City shall not be required to make payment until and unless these affidavits are furnished by Construction Manager. Further, if Construction Manager is withholding any portion of a payment to any subcontractor for any labor, services, or materials for which City has paid Construction Manager, Construction Manager agrees to refund such money to City.

8.2 Payments Withheld

Architect/Engineer shall review each Application for Payment submitted by Construction Manager and shall make recommendations to City's Representative as to the proper amounts, if any, which may be owed Construction Manager under the Application for Payment. Both Architect/Engineer and City's Representative shall have the right to refuse to certify or approve for payment any amounts, or portions thereof, requested by Construction Manager in an Application for Payment, and City's Representative may withhold any payments otherwise due Construction Manager under this Agreement, to the extent it is reasonably necessary, to protect City from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against City attributable to the negligence of Construction Manager; (c) Construction Manager's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Amount balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Construction Manager's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents; or (g) any other material breach of the requirements of the Contract Documents by Construction Manager. City shall have the right, but not the obligation, to take any corrective action City deems appropriate to cure any of the above noted items (including withholding Contractor payment), at the Construction Manager's expense, if Construction Manager has not started with a cure, to the City's reasonable satisfaction, of any of the above noted items within ten working days after Construction Manager's receipt of written notice from City.

8.3 Final Payment.

City shall make final payment to Construction Manager provided the Work is finally accepted by City in accordance with Article 2, Section 2.5.2, and provided that Construction Manager first, and as an explicit condition precedent to the accrual of Construction Manager's right to final payment, shall have furnished City with a properly executed and notarized final release

(conditioned only upon receipt of final payment) in the form of the Release and Affidavit attached to the Agreement as **Exhibit "E"**, as well as a duly executed copy of the surety's consent to final payment and such other documentation that may be required by the Contract Documents or City. Construction Manager's acceptance of final payment shall constitute a full waiver of any and all claims by Construction Manager against City arising out of this Contract or otherwise relating to the Project, except those identified in writing by Construction Manager as unsettled in the final Application for Payment. Neither the acceptance of the Work nor the payment by City shall be deemed to be a waiver of City's right to enforce any obligations of Construction Manager hereunder or to the recovery of damages for defective Work not discovered by City's Representative or Architect/Engineer at the time of final inspection. The Project will be considered complete when all Work has been completed and accepted by the Board of City Commissioners. The Construction Manager will then be released from further obligation except as set forth in Section 2.6 Warranty.

ARTICLE 9

INSURANCE, WAIVER OF SUBROGATION, AND INDEMNITY

9.1 Construction Manager's Insurance:

- 9.1.1 The Construction Manager shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the City, nor shall the Construction Manager allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida with an A.M. Best & Company rating of no less than A. The insurance company must have a current A.M. Best & Company financial rating of Class VIII or higher. The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida. The insurance company must have been in such insurance business continuously for not less than 5 years prior to the date of the execution of this Agreement.
- 9.1.2 Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the City, for the protection of employees not otherwise protected. Employers' liability shall be set at \$1,000,000/1,000,000/1,000,000.
- 9.1.3 Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by himself or by anyone directly or

indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

- 9.1.3.1 Construction Manager's Comprehensive General, \$1,000,000 Each (\$2,000,000 aggregate) Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit
- 9.1.3.2 Automobile Liability Coverages, \$1,000,000 Each Bodily Injury & Property Damage Occurrence, Combined Single Limit
- 9.1.3.3 Excess Liability, Umbrella Form \$2,000,000 Each Occurrence, Combined Single Limit
- 9.1.3.4 Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis. There shall not be an EFIS Exclusion Endorsement on any general liability policy. The Products and Completed operations portions of the General Liability shall extend for a period of two years after the Final Acceptance of the Project by the City.
- 9.1.4 Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.
- 9.1.5 *Intentionally omitted.*
- 9.1.6 "XCU" (Explosion, Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.
- 9.1.7 Broad Form Property Damage Coverage, Products & Completed Operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.
- 9.1.8 Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.
- 9.1.9 Certificate of Insurance - The City shall be furnished proof of coverage of Insurance as follows:
 - 9.1.9.1 Certificate of Insurance form will be furnished to the City. These shall be completed and signed by an authorized Resident Agent. This Certificate shall be dated and show: the name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date. Such Certificates of Insurance shall be updated within five (5) business days of the expiration of or material change to any insurance evidenced on the Certificate of Insurance.
 - 9.1.9.2 Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverages required in this Section.

9.1.9.3 City of Kissimmee, a municipal corporation of the State of Florida, is to be named as an Additional Insured under all policies except for Worker's Comp.

9.1.9.4 The insurance evidenced by the certificate shall be primary and non-contributory to any other insurance of the certificate holder.

9.1.9.5 The Notice to Proceed will not be given until the Construction Manager has obtained all the insurance and Bonds required by the Contract Documents and such insurance has been approved by the City.

9.1.10 The Construction Manager shall not be required to provide Builder's Risk or Architects' and Engineers' Professional Liability Insurance unless specifically requested by the City. The City has Builder's Risk coverage and will provide the Construction Manager with appropriate Certificate of Insurance upon request. The City's Builder's Risk policy does not insure the Construction Manager's tools, machinery or equipment that is stored at the Project site. The Construction Manager should provide insurance in the form of an equipment floater for the Construction Manager's tools and equipment and the City should be named as an additional insured on the Construction Manager's policy with an appropriate waiver of subrogation as to any claims the Construction Manager or the Construction Manager's insurer may have against the City arising from the storage of the Construction Manager's tools and equipment. The Construction Manager shall be responsible for the first \$5,000 of any claim against the City's Builder's Risk policy.

9.1.11 The Construction Manager shall not allow a subcontractor to work on the Project without the subcontractor carrying its own Workers Compensation and Liability insurance or the Construction Manager covering the subcontractor under its policies. This requirement is the same for each succeeding sub-tier contractor. The Construction Manager shall provide proof of such coverage to the City upon the City's request.

9.2 Waiver of Subrogation:

9.2.1 The Construction Manager shall ensure all insurance policies it maintains in fulfillment of its obligations under this Agreement shall contain a waiver of subrogation against the City, its officials, employees, agents and consultants. Waiver of subrogation will apply to the general liability and workers compensation policies. The City, a municipal corporation of the State of Florida, shall be named as an additional insured with respect to liability arising from all Services and work performed under this Agreement for automotive and general liability policies of insurance, and such policies should so state in the Certificate of Insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

9.2.2 The Construction Manager hereby waives all rights against the City for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

9.3 Indemnification of City

Construction Manager, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to City) protect and hold the City, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action,

liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, to the extent caused by (i) the failure of Construction Manager to comply with applicable laws, rules or regulations, (ii) the breach by Construction Manager of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Construction Manager's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Construction Manager, its professional associates, subcontractors, agents, and employees; provided, however, that Construction Manager shall not be obligated to defend or indemnify the City with respect to any such claims or damages arising out of the City's sole negligence. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the City, its agents, officials, and employees including alleged injury to the business or any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include, without limitation, the costs incurred by the City, its agents, officials and employees in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees, costs and expenses incurred by reason of the assertion of any such claim against the City, its agents, officials or employees. The Construction Manager expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the Construction Manager, shall in no way limit the Construction Manager's responsibility to release, indemnify, keep and save harmless and defend the City as herein provided. The intention of the parties is to apply and construe broadly in favor of the City the foregoing provisions subject to the limitations, if any, set forth in the Florida Statutes. The Construction Manager shall obtain an endorsement or other affirmative coverage from its insurance policies required by this Agreement insuring the Construction Manager's contractual obligations under this Section. The obligations imposed by this Section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10

TERMINATION OF THE AGREEMENT AND THE CITY'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

10.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the City's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the City, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

10.2 City's Right to Perform Construction Manager's Obligations and Termination by City for Cause:

10.2.1 If the Construction Manager fails to perform any of his obligations under this Agreement, including any obligation he assumes to perform work with his own forces, the City may, after seven (7) days written notice during which period the

Construction Manager fails to perform such obligation, make good such deficiencies. The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the City of making good such deficiencies and the Construction Manager's Construction Phase Fee shall be reduced by an amount required to manage the making good of such deficiencies.

10.2.2 The City may, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method he may deem expedient if: the Construction Manager is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 45 days or more behind schedule) which has been adopted by the Construction Team, or if he fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of a material provision of the Agreement. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished, nor shall he be relieved from his obligations assumed under Article 6. Reasonable terminal expenses incurred by the City may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).

10.2.3 The City may terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, purchased by the Construction Manager for incorporation into or use on the Project, and may finish the project by whatever method he may deem expedient, without prejudice to any right or remedy and after giving the Construction Manager and his surety, if any, seven (7) days written notice, during which period Construction Manager fails to allow access to the City. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall he be relieved from his obligations assumed under Article 7. Reasonable termination expenses incurred by the City may be deducted from any payments left owing the Construction Manager (excluding moneys owed to the Construction Manager for subcontract work).

10.3 Termination by City Without Cause:

10.3.1 The City may, at any time, terminate this Agreement for the City's convenience and without cause.

10.3.2 Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:

10.3.2.1 Cease operations as directed by the City in the notice;

10.3.2.2 Take actions necessary, or that the City may direct, for the protection and preservation of the Work; and

10.3.2.3 Terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for Work directed to be performed prior to the effective date of termination stated in the notice.

10.4 In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable fee, as defined in Article 6, overhead and profit on the Work performed.

ARTICLE 11

ASSIGNMENT AND GOVERNING LAW

11.1 Neither the City nor the Construction Manager shall assign his interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

11.2 This Agreement shall be governed by the Laws of the State of Florida. Venue shall be as specified in Section 13.2.3. The parties waive all rights to trial by jury.

ARTICLE 12

NOTICE OF CLAIM: WAIVER OF REMEDIES

12.1 The City's liability to the Construction Manager for any claims arising out of or related to the subject matter of this contract, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the City of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions, subject to Section 13.4 herein:

12.1.1 All claims must be submitted as a Request for Change Order in the manner as provided herein;

12.1.2 The Construction Manager must submit a Notice of Claim to City within 20 days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and

12.1.3 Within 10 days of submitting its Notice of Claim, the Construction Manager shall submit to the City its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected. The Construction Manager agrees that the City shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph to the extent that the City is prejudiced by the failure of the Construction Manager to give notice. In the event a Claim is not resolved to Contractor's satisfaction, Contractor may initiate the Contract's dispute resolution procedures.

12.2 After receipt of a Request for Change Order, the City, in consultation with the Engineer, shall deliver to the Construction Manager its written determination of the claim.

12.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 6, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the City or the Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with

Article 12.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus 5% for profit. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in such work, and eliminate any other remedies for claim, for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 13

MISCELLANEOUS

13.1 Harmony:

The Construction Manager is advised and hereby agrees that he will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and his Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.

The Construction Manager further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the Construction Manager's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

13.2 Dispute Resolution:

13.2.1 All claims, disputes and other matters in question (hereinafter referred to as a "Controversy") between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually agreeable in accordance with the Construction Mediation Rules of the American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.

13.2.2 Should either the City or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement between said parties, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

13.2.3 Any litigation between the City and Construction Manager (which term for the purposes of this subparagraph shall include the Construction Manager's surety), whether arising out of any claim as described in Article 12, or Controversy arising out of this Agreement or any breach thereof, shall be brought, maintained, and pursued only in the State of Florida's Ninth Judicial Circuit in and for Osceola County, Florida or in the United State District Court, Middle District of Florida in Orange County, Florida. Construction Manager consents and submits to the jurisdiction of such courts and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

13.3 Construction Manager's Project Records and City's Auditing Rights

The Construction Manager's Project Records shall be maintained as prescribed hereinabove for the minimum period required by State and Federal Law, and shall be made available to the City or his authorized representative at mutually convenient times.

Construction Manager shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of 3 years from the date of termination of this Agreement or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Construction Manager shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. City, and any duly authorized agents or representatives of City, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by City. Further, City, and any duly authorized agents or representatives of the City, including, without limitation, the Department of Inspector General of the Clerk of the Circuit Court and City Comptroller, shall have the right to audit, inspect and copy all of Construction Manager's and any subcontractor's Project records and documentation as often as they deem necessary and Construction Manager shall cooperate in any audit, inspection, or copying of the documents.

If at any time, the City, or its duly authorized agents or representatives, conducts such an audit of Construction Manager's records and documentation and finds that Construction Manager overcharged City, Construction Manager shall pay to City the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Audit Amount is equal to or greater than \$10,000.00, which is defined as the total aggregate of City's reasonable audit costs incurred as a result of its audit of Construction Manager, City may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Manager with regard to the Project or under any other agreement between Construction Manager and City. If such amounts owed Construction Manager are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Construction Manager hereby acknowledges and agrees that it shall pay such remaining amounts to City within 30 business days of its receipt of City's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

This Article, including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Agreement.

13.4 **LIMITATION OF LIABILITY**

IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONSTRUCTION MANAGER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

With respect to the Owner's claims for breach of contract, negligence or other act or omission of Contractor (other than failure to achieve Substantial Completion of the Work by the Contract Time and/or the applicable Milestone dates established in this Agreement, which are addressed by the liquidated damage provisions of this Agreement), the Owner agrees that the Owner's ability to recover damages related to lost revenue or profit arising from the inability to use or occupy the Work and/or for lost profit, loss of use, increased financing costs, damage to business or reputation or loss of management or employee productivity shall be limited to the amount of such damages as are covered by any insurance covering the Work, the Contractor or its Subcontractors, or the acts or omissions of the Contractor and/or its Subcontractors in connection with the Project (including any self-insured retention or deductible comprising or applicable to such coverage). However, Contractor acknowledges and agrees: (a) that the foregoing limitation does not apply to Contractor's liability for costs to repair defects or deficiencies in the Work performed by Contractor or to repair or replace other property that is physically damaged as a result of defects or deficiencies in the Work; (b) that the foregoing limitation shall not apply to claims asserted by third parties with respect to whom Contractor owes an obligation of indemnity pursuant to this Agreement or applicable law (even if

such third party claim seeks damages of the type for which the Owner has limited recovery as set forth above); and (c) that the foregoing limitation is not intended to prevent, and shall not preclude, Owner's recovery of liquidated damages to the extent allowed by this Agreement.

13.5 Cleanup and Protections

Construction Manager agrees to keep the Project Site clean at all times of debris, rubbish and waste materials arising out of the Work. If Construction Manager fails to keep the Project Site clean, City has the right, after providing a 24 hour written notice, to perform any required clean up and to backcharge the Construction Manager for the costs of such clean up. At the completion of the Work, Construction Manager shall remove all debris, rubbish and waste materials from and about the Project Site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project Site clean and ready for occupancy by City.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Construction Manager from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Construction Manager to condition at least equal to that existing at the time of Construction Manager's commencement of the Work.

13.6 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Construction Manager's performance of the Services pursuant to this Agreement shall become the property of the City after payment is made to the Construction Manager for such instruments or documents.

13.7 No Contingent Fees

The Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Construction Manager, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13.8 Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as an extension of liability beyond the statutory limitations of liability set forth in section 768.28 Florida Statutes. Except for the enforcement of the express provisions of this Agreement, which may only be enforced by the expressly identified parties to the Agreement, the City of Kissimmee shall have and maintain all rights, privileges, and immunities of sovereign immunity, including, but not limited to those at common law, and those rights and limitations of liability set out in section 768.28 Florida Statutes."

13.9 Public Entity Crimes

The Construction Manager understands and acknowledges that this Agreement will be voidable by the City in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Construction Manager.

13.10 Non-Discrimination

The Construction Manager warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

13.11 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. No modification, amendment or alteration in the terms or conditions contained herein, unless otherwise stated herein, shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the City.

13.12 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Construction Manager (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Construction Manager is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Construction Manager shall not pledge the City's credit or make the City a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Construction Manager shall have no right to speak for or bind the City in any manner.

13.13 Public Records Law

(a) The Construction Manager acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to (i) release public records to members of the public upon request; and (ii) comply in the handling of the materials created under this Agreement; and further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Construction Manager will not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) To the extent applicable, the Construction Manager acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(4) meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the Construction Manager upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

13.14 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Construction Manager shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Construction Manager.

13.15 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 13.15. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For City:

City of Kissimmee Public Works Director
101 Church Street
Kissimmee, Florida, 34741
Attention: Public Works Director

For Construction Manager:

13.16 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as

possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

13.17 Annual Appropriations

Construction Manager acknowledges that during any fiscal year the City shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the City may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The City may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the City agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the City's performance and obligation to pay the Construction Manager under this Agreement is contingent upon annual appropriations being made for that purpose.

13.18 Unauthorized Alien(s)

The Construction Manager shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the City's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the City, the Construction Manager shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

13.19 Construction Manager Representations - The Construction Manager hereby represents and warrants the following to the City:

- 13.19.1 Construction Manager is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida;
- 13.19.2 Construction Manager's performance under this Agreement will not violate or breach any contract or agreement to which the Construction Manager is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation;
- 13.19.3 Construction Manager has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms;
- 13.19.4 Construction Manager now has and will continue to maintain all licenses and approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner;
- 13.19.5 Construction Manager has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement;
- 13.19.6 Construction Manager has the personnel and experience necessary to perform all Services in a professional and workmanlike manner;

- 13.19.7 Construction Manager shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances;
- 13.19.8 Construction Manager shall, at no additional cost to the City, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement;
- 13.19.9 Each individual executing this Agreement on behalf of the Construction Manager is authorized to do so.

13.20 Waiver

A waiver by either City or Construction Manager of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

ARTICLE 14

DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT PURCHASE PROCEDURES FOR PUBLIC PROJECTS

14.1 Direct Materials Acquisition by City - Supply Bonds:

- 14.1.1 Each Subcontractor shall include Florida State Tax and other applicable Sales Taxes for all material, supplies and equipment included in the Subcontractor's bid.
- 14.1.2 The City may, if not prohibited by Law, exercise a right to purchase directly various construction materials, supplies and equipment that may be part of the Subcontract. Any materials purchased by the City shall be referred to as "City Purchased Materials" and the responsibilities of both the City and the Construction Manager relating to such City Purchased Materials shall be governed by the terms and conditions of the "Sales Tax Exempt Purchasing Procedures for Public Projects", which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.
- 14.1.3 The City will issue its own Purchase Orders directly to the vendor. The City's Purchase Order shall contain or be accompanied by the City's Certificate of Entitlement and must include the City's name, address, and exemption number. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager, for prices negotiated by the Construction Manager or Subcontractor. The Construction Manager will provide all the necessary information for preparation of the purchase orders by the City and will coordinate the purchase of the materials in a timely manner so as not to negatively impact on the performance of the construction activity of the project.
- 14.1.4 The Subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the City shall not relieve the Subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the

exception of the payments for the material so purchased. The Construction Manager and the Subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning, and the management of all applicable warranties.

- 14.1.5 Notwithstanding the transfer of City Purchased Materials by the City to the Subcontractor's possession, the City shall retain title to any and all City Purchased Materials.
 - 14.1.6 The Contractor shall maintain products liability insurance, which shall include City Purchased Materials, as required for the normal practice of general contracting.
 - 14.1.7 The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the City and the Construction Manager. The premium cost for this supply bond shall be included in the sub-contractor's cost. Verifying that a designated material supplier can furnish a supply bond (if required) will be the responsibility of the Subcontractor. City reserves the right to waive the requirement of providing a supply bond at the discretion of City.
 - 14.1.8 If the State of Florida assesses any Sales Tax penalties and/or interest against the Construction Manager or any of its Subcontractors or Material Suppliers relating to the direct acquisition of materials and/or equipment by City as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by City to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.
- 14.2 Sales Tax Exempt Purchasing Procedures for Public Projects:
- 14.2.1 The Subcontractor has included Florida State Sales and other applicable taxes in his bid for material, supplies and equipment. The City, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.
 - 14.2.2 Any equipment, materials or supplies directly purchased by the City that are included in the Subcontractor's contract shall be referred to as City Purchased Materials and the responsibilities of both the City/Public Entity and the Subcontractor relating to such City Purchased Materials shall be governed by the terms and conditions of these procedures.
 - 14.2.3 Material suppliers shall be selected by the Subcontractor awarded the subcontract.
 - 14.2.4 The Subcontractor has included the price for all construction materials plus applicable taxes in their bid. City purchasing of construction materials, if selected, will be administered on a deductive Change Order basis, the Subcontract amount shall be reduced by the net undiscounted amount of these Purchase Orders, plus all sales tax.

- 14.2.5 The Subcontractor shall provide the Construction Manager a list of all intended suppliers, vendors, and material men for consideration as City Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values and the Project schedule. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.
- 14.2.6 Upon request from Construction Manager, and in a timely manner, the Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the City and the Construction Manager, to specifically identify the materials, which City has, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:
- A. the name, address, telephone number and contact person for the material supplier
 - B. manufacturer or brand, model or specification number of the item
 - C. quantity needed as estimated by Subcontractor
 - D. the price quoted by the supplier for the materials identified therein, including freight
 - E. any sales tax associated with such quote
 - F. delivery dates as established by Subcontractor
- 14.2.7 Subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors; i.e., warranties, retainage, etc. The Purchase Order Requisition Forms are to be submitted to the City's designated representative no less than seven (7) days prior to the need for ordering such City Purchased Materials, in order to provide sufficient time for City review and approval and to assure that such Directly Purchased Materials may be directly purchased by City and delivered to the Project site without any delay to the Project.
- 14.2.8 After receipt of the Purchase Order Requisition Form, the City's Representative shall prepare Purchase Orders for equipment, materials or supplies which the City chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The City's Procurement Director or their designated representative shall be the approving authority for the City on Purchase Orders in conjunction with City Purchased Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the City Purchased Materials on the delivery date provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite. The City's Purchase Orders shall contain or be accompanied by the City's Certificate of Entitlement and must include the City's name, address, and exemption number.
- 14.2.9 In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the City, through the Construction Manager, one or more deductive Change Orders, referencing the full value of all City-Purchased materials to be provided by each supplier from whom the City elected to purchase material directly, plus all sales tax savings associated with such materials in the Subcontractor's bid to the Construction Manager.

- 14.2.10 All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.
- 14.2.11 Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by the City in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the City due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor shall provide all services required for the unloading, handling and storage of materials through installation. The Subcontractor agrees to indemnify and hold harmless the City from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor.
- 14.2.12 As City Purchased Materials are delivered to the jobsite, the Subcontractor and the Construction Manager, as City's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Subcontractor shall assure that each delivery of City Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the City or Construction Manager may require. The Construction Manager, as City's Representative, shall verify in writing to the City the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the City through the Construction Manager for payment. The invoice shall be thereupon furnished to the City for processing and payment in the manner as all other City invoices are processed. The City shall have the right to assign City personnel to verify and audit the accuracy of all City Purchased Material documents.
- 14.2.13 The Subcontractor shall ensure that City Purchased Materials conform to the Specifications and determine, prior to incorporation into the Work, if such materials are patently defective, whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Subcontractor discovers defective or nonconformities in the City Purchased Material upon such visual inspection, the Subcontractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the Vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the City, through the Construction Manager, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporates City Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Subcontractor shall be responsible for all damages to the City resulting from the Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective, or nonconforming, the Subcontractor shall promptly take action to remedy the defect or nonconformance so as not to delay the work.
- 14.2.14 The Subcontractor shall maintain records of all City Purchased Materials it incorporates into the Work from the stock of City Purchased Materials in its possession. The Subcontractor shall account monthly to the City, through the

Construction Manager, for any City Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials, which have been incorporated into the Work.

- 14.2.15 The Subcontractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repairs, maintenance or damage repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.
- 14.2.16 Notwithstanding the transfer of City Purchased Materials by the City to the Subcontractor's possession, the City shall retain title to any and all City Purchased Materials.
- 14.2.17 The transfer of possession of City-Purchased Materials from the City to the Subcontractor shall constitute a bailment for mutual benefit of the City and the Subcontractor. The City shall be considered the bailor and the Subcontractor the bailee of the City Purchased Materials. City Purchased Materials shall be considered returned to the City for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. The Bailee shall have the duty to safeguard, store and protect all City Purchased Materials.
- 14.2.18 The City shall purchase and maintain insurance pursuant to the requirements set forth in the City and Construction Manager Agreement which shall be sufficient to protect against any loss of or damage to City Purchased equipment, materials or supplies. Such insurance shall cover the full value of any City Purchased Materials not yet incorporated into the Project from the time the City first takes title.
- 14.2.19 The City shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, City Purchased Materials.
- 14.2.20 On a monthly basis, the Subcontractor shall be required to review invoices submitted by all suppliers of City Purchased Materials delivered to the Project site during that month and either concur or object to the City's issuance of payment to the suppliers, based upon the Subcontractor's records of materials delivered to the site and any defects in such materials.
- 14.2.21 In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the City, through the Construction Manager, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the City. Upon receipt and verification of the appropriate documentation, the City shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the supplier. The Subcontractor agrees to assist the City to immediately obtain partial or final release of lien waivers as appropriate.
- 14.2.22 At the end of the Project, any refund for surplus materials returned to suppliers, plus applicable sales tax savings amount, shall be credited with an additive Change Order to the Subcontractor's agreement with the Construction Manager.

Salvage materials shall be the property of the City and stored or removed from the site by the Subcontractor at the City's direction.

ARTICLE 15

INCORPORATION OF EXHIBITS

- 15.1 The following Exhibits, attached hereto, are hereby fully incorporated herein by this specific reference as if fully set forth in the body of this Agreement:

Exhibit "A"	-	RFP2022-008 and Construction Manager's Proposal
Exhibit "B"	-	Pre-Construction Services Addendum
Exhibit "C"	-	GMP Addendum
Exhibit "D"	-	Certificate of Substantial Completion
Exhibit "E"	-	Release and Affidavit
Exhibit "F"	-	Application for Payment Form
Exhibit "G"	-	Final Payment Request Checklist / Certificate of Final Completion
Exhibit "H"	-	Change Order
Exhibit "I"	-	Allowance Authorization Release
Exhibit "J"	-	Schedule of Reimbursables
Exhibit "K"	-	Hourly Rate Schedule
Exhibit "L"	-	Affidavit Certification Immigration Laws
Exhibit "M"	-	Public Construction Bond
Exhibit "N"	-	Buy-Out Allowance Authorization Release

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.



**CITY OF KISSIMMEE, a municipal
corporation of the
State of Florida**

ATTEST:

By: Linda S. Hansell
Linda Hansell
City Clerk

By: Olga Gonzalez
Olga Gonzalez, Mayor
City of Kissimmee Commission

Date Signed by Mayor: 12/6/2022

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Olga Sanchez de Fuentes 12/6/2022
Olga Sanchez de Fuentes Date
City Attorney

ATTEST: **Balfour Beatty Construction, LLC**, a Florida corporation

By: H. Thacker
Printed Name: Henry Thacker

By: John Harris
Printed Name: John Harris
Title: Sr Vice President / Business Unit Leader

EXHIBIT “A”

RFP2022-008 and Construction Manager’s Proposal

Kissimmee City Hall Addition

EXHIBIT “B”

PRE-CONSTRUCTION SERVICES ADDENDUM

Kissimmee City Hall Addition

I. Construction Team Representatives

CityCity of Kissimmee

- Facilities Construction & Maintenance Manager
- City Building Official

Architect/EngineerReynolds, Smith & Hills/RS&H, Inc.,

- Edward J. Gonzalez, PE, Vice President
- Michael R. DeMeo, RA, LEED AP, Project Architect
- John Rice, PE, CEM, Senior Program Management Engineer

Construction Manager.....ABC Construction

- Scott Skidelsky, President
- John Harris, Sr. Vice President / Business Unit Leader
- Brian Prebenda, Sr. Vice President of Ops
- Henry Thacker, Sr. Project Manager

II. Pre-Construction Phase Services

1.GMP Proposal Estimate

III. Omitted Services as previously included in Article 2 of the Agreement

1.2.1.4.1 – Estimate at completion of Schematic Design
2.2.1.4.2 Estimate at the completion of 100% design development plans

IV. Revised Services as previously included in Article 2 of the Agreement

V. Construction Manager’s Staff Positions to be assigned to the Pre-Construction/Design Phases

Position	Name	Duration in Months	Percentage of Time Assigned
Vice President	tbd	x	x
Preconstruction Manager	tbd	x	x
Sr. Project Manager	tbd	x	x
Superintendent	tbd	x	x

VI. Construction Manager's Staff Positions to be assigned to the Pre-Construction/Design Phases

The Fee due to the Construction Manager for Services identified in Section II is Twenty Thousand Dollars, (\$20,000)

EXHIBIT “C”

GMP ADDENDUM to Agreement between City of Kissimmee and Construction Manager At Risk *Kissimmee City Hall Addition*

Pursuant to the Master Services Agreement (the “Agreement”) dated _____ between City of Kissimmee City Commission, a municipal corporation of the State of Florida (the “City”) and _____ (the “Construction Manager”), with respect to the Project, as identified and described in the Pre-Construction Addendum, the City and the Construction Manager hereby establish a Guaranteed Maximum Price (GMP), Contract Time for the Work and amend the Agreement as set forth below.

1. The Construction Manager’s (GMP) for the Work as defined in Section 6.1.3 and the Construction Manager’s Fee as defined in Section 6.1.2, for the Construction Phase Services is _____.

2. This price is for the performance of the Work in accordance with the Schedules listed below and attached to this Addendum as follows:

- Schedule 1 Construction Manager’s Personnel.
- Schedule 2 Contract Drawings & Specifications.
- Schedule 3 GMP Bid Breakdown.
- Schedule 4 Clarifications, Assumptions, Exclusions and Allowances.

3. Pursuant to Section 1.3.12 of the Agreement, the City’s Construction Budget is estimated at \$ _____ including all Construction Manager fees, costs of the work, the City’s Allowances and the Construction Manager’s contingencies within the GMP as defined in Articles 2, 3 and 6 of the Agreement.

4. Pursuant to Section 1.3.12 of the Agreement, the City’s funds budgeted for the development of the Project including the construction budget and all professional service fees and equipment necessary to develop the project, excluding land costs is \$ Amount to be inserted by City _____.

5. Pursuant to Article 2, Section 2.5, the Project critical dates are as follow:

- | | |
|---|---|
| A. Construction Phase Commencement Date | Date stated in the Notice To Proceed |
| B. Project Substantial Completion Date | Enter # of Days from Construction Phase Commencement Date |
| C. Project Final Completion Date | 30 Calendar Days after Substantial Completion |

6. In the event the Construction Manager does not achieve Substantial Completion within the Contract Time, including approved extensions, the Construction Manager shall pay the City, as liquidated damages and not as a penalty, the sum of _____ per day for each calendar day the actual time of performance exceeds the authorized Contract Time.

7. The Construction Manager shall not be due any additional Construction Phase Fee on increases in the GMP that do not exceed a cumulative total of _____. Should the GMP be increased by more than _____ under the terms of Article 7 hereinafter due to no fault of the Construction Manager, the Construction Manager’s additional Construction Phase Fee will be 5% percent of that portion of the accumulative increases in the GMP that exceed the GMP by more than _____.

8. The Construction Manager’s Fee for overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, shall be _____ % of the

GMP value and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid proportionally to the ratio of the cost of the work in place, including stored materials (see Article 8.1.3), as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less.

9. Pursuant to Section 6.1.3.2.2, the cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction project. General Liability will be cost at a fixed rate of _____ % of the final Contract Amount and Construction Manager bonds will be cost at a fixed rate of _____ %. The premium stated will be substantiated with industry standard documentation. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Manager overhead and profit fee on this item.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized representatives, as of the effective date.

**CITY OF KISSIMMEE, a municipal
corporation of the
State of Florida**

ATTEST:

By: _____
Linda Hansell
City Clerk

By: _____
Olga Gonzalez, Mayor
City of Kissimmee Commission

Date Signed by Mayor: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Olga Sanchez de Fuentes
City Attorney

Date

ATTEST: **XXXXXX**, a Florida corporation

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

SCHEDULE 1 to the GMP ADDENDUM

Kissimmee City Hall Addition

**Construction Manager's Personnel
During Construction Phase**

(TO BE COMPLETED AT GMP)

Name	Title	Duration (Months)	Percentage
Off-Site Staff			
On-Site Staff			

SCHEDULE 2 to the GMP ADDENDUM

Kissimmee City Hall Addition

Contract Drawings & Specifications

SCHEDULE 3 to the GMP ADDENDUM

Kissimmee City Hall Addition

GMP Bid Breakdown

SCHEDULE 4 to the GMP ADDENDUM

Kissimmee City Hall Addition

Clarifications, Assumptions, Exclusions and Allowances

EXHIBIT “D”

Kissimmee City Hall Addition **Certificate of Substantial Completion**

Standard AIA Document G704 to be used

EXHIBIT "E"

Kissimmee City Hall Addition **RELEASE AND AFFIDAVIT**

STATE OF FLORIDA
COUNTY OF Osceola County

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ _____ paid, _____ ("Construction Manager") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims, demands damages, costs and expenses, whether in contract or in tort, against the City of Kissimmee City Commission, a body corporate existing under the laws of the State of Florida ("City") relating in any way to the performance of the Agreement between Construction Manager and City, dated _____, 20__, for the period from _____ to _____.

(2) Construction Manager certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which City might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Construction Manager agrees to indemnify, defend, and save harmless City from all demands or suits, actions, claims of liens or other charges filed or asserted against City arising out of the performance by Construction Manager of the Work covered by this Release and Affidavit.

(4) Construction Manager certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Construction Manager from City and has not withheld any such amounts. In the event Construction Manager withholds any unpaid amounts due to its subcontractors and/or materialmen from the payment it receives from City with respect to the Application for Payment referenced in Paragraph 5 below, Construction Manager agrees to immediately refund all such unpaid amounts to City.

(5) This Release and Affidavit is given in connection with Construction Manager's [monthly/final] Application for Payment No. _____.

Construction Manager:

By: _____

Title: _____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/She is personally known to me or has produced a _____ (state) driver's license no. _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Notary Public / signature

Printed Name

Title or Rank

Serial Number, if any

EXHIBIT “F”

Kissimmee City Hall Addition

Application for Payment

Form shall be AIA Document G702 Application and Certificate for Payment

EXHIBIT “G”

Kissimmee City Hall Addition **Final Payment Request Check List / Certificate of Final Completion**

Items to be submitted with Construction Manager’s Request for Final Payment

- ___ 1. Pay Request (1 copy with original signatures and original seals, noted as FINAL)
- ___ 2. Final Schedule of Contract Values
- ___ 3. Consent of Surety to make Final Payment (signed and sealed)
- ___ 4. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety)
- ___ 5. Affidavit of Contract Completion (**Exhibit “E”**)
- ___ 6. Satisfactory Conclusion or Release of Lien from all Subcontractors or laborers who have filed Intent to Lien or have indicated non-payment from the Contractor
- ___ 7. Construction Manager’s Guarantee of Construction for one (1) year from the date of Substantial Completion
- ___ 8. Copy of the approval by the Architect/Engineer and the transmittal to the City of Manuals, Shop Drawings, As-Builts (one electronic media and two sets of prints), brochures, warranties, and list of Subcontractors with telephone numbers and addresses
- ___ 9. Verification that City’s personnel have been trained in the operation of their new equipment, attendance lists and videos
- ___ 10. Other special Warranties are required by Specifications in the name of the City

EXHIBIT "G"

Kissimmee City Hall Addition CERTIFICATE OF FINAL COMPLETION

Project: _____ City's Project No.: _____

Contract No.: _____ Contract Date: _____

Notice to Proceed Date: _____ Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of the City, Construction Manager and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on _____. This Certificate of Final Completion applies to all Work under the Contract Documents.

All punch list items have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Construction Manager retains responsibility and obligation to the City for warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract Documents and authorized Change Orders.

Construction Manager: _____

By: _____
(Authorized Signature)

(Typed Name & Title)

Date: _____

Professional: _____
(Authorized Signature)

By: _____
(Typed Name & Title)

Date: _____

City: _____
(Division Director)

Date: _____



EXHIBIT "H"
CHANGE ORDER

CHANGE
ORDER

City _____
Engineer _____
Contractor _____

PROJECT: Kissimmee City Hall Addition

CHANGE ORDER NO: _____

CITY OF KISSIMMEE, A MUNICIPAL CORPORATION OF
THE STATE OF FLORIDA

INITIATION DATE: _____

TO CONTRACTOR:

PROJECT NO: RFP2022-008

ABC Construction
123 N South Drive
Tampa, FL 12345

CONTRACT DATE: _____

The contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price) was..... \$
Net Change by previously authorized Change Orders.....\$
The (Contract Sum) (Guaranteed Maximum Price) prior to this change order was.....\$
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)
(unchanged) by this Change Order in the amount of.....\$
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be..... \$
The Contract Time will be (increased) (decreased) (unchanged) by () days
The date of Substantial Completion as of date of this Change Order therefore is: SUBSTANTIAL COMPLETION DATE HERE

_____ ARCHITECT/ENGINEER	_____ CONTRACTOR	_____ Kissimmee City Commission CITY
_____ ADDRESS	_____ ADDRESS	_____ 101 Church Street ADDRESS
		_____ Kissimmee, Florida, 34741
By _____	By _____	By _____ Mayor / Commissioner
		Or _____ City Manager or Designee
Date _____	Date _____	Date _____

To the CONTRACTOR: Your acceptance of this Change Order shall constitute a modification to our agreement and will be performed subject to all of the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.



EXHIBIT "I"
ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT: Kissimmee City Hall Addition

AAR NO: _____

CITY OF KISSIMMEE,
A MUNICIPAL CORPORATION OF
THE STATE OF FLORIDA

CONTRACT NO: _____

INITIATION DATE: _____

CONSTRUCTION MANAGER: ABC Construction, 123 N South Drive, Tampa, FL 12345

ARCHITECT/ENGINEER: Reynolds, Smith & Hills/RS&H, Inc.,

DESCRIPTION OF ALLOWANCE WORK:

Reason for change:

***Not valid until signed by the City, Architect/Engineer and Construction Manager.**

Amount of Allowance Authorization included in this Contract is _____ \$
Amount of Allowance Authorization used to date _____ \$
Amount of Allowance Authorization used this AAR _____ \$
Balance of remaining AAR _____ \$

Original Contract Time _____ days
Amount of the Allowance Authorization time included in this Contract is _____ days
Amount of the Allowance Authorization time used to date _____ days
Amount of the Allowance Authorization time used this AAR _____ days
Balance of remaining Allowance Authorization Time is _____ days
Date of Substantial Completion therefore is _____

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

**CONSTRUCTION
MANAGER:** _____

**ARCHITECT/
ENGINEER:** _____

Date: _____

Date: _____

CITY: _____
City Manager or Designee

Date: _____



EXHIBIT "J"

REIMBURSABLE COST SCHEDULE

1.	Reproduction Cost		
	A.....Regular Copying	Single Side	Double
	Sided		
	8 ½ x 11 (black & white).....\$ 0.15/page	\$ 0.25/sheet	
	8 ½ x 11 (color)\$ 0.30/page	\$ 0.40/sheet	
	8 ½ x 14 (black & white).....\$ 0.15/page	\$ 0.25/sheet	
	8 ½ x 14 (color)\$ 0.30/page	\$ 0.40/sheet	
	11 x 17 (black & white).....\$ 0.25/page	\$ 0.35/sheet	
	11 x 17 (color)\$ 0.40/page	\$ 0.50/sheet	
	9 ½ x 24 Single Side Only.....\$ 1.00/page		
	17 x 22 Single Side Only.....\$ 2.00/page		
	18 x 24 Single Side Only.....\$ 2.00/page		
	24 x 36 Single Side Only.....\$ 3.00/page		
	30 x 30 Single Side Only.....\$ 5.00/page		
	32 x 34 Single Side Only.....\$ 5.00/page		
	Other sizes-per square inch\$ 0.03/page		
	Compact Digital Disk.....\$ 6.00/disk		
	B. Blueprint Copy.....\$10.00/page		
2.	Subcontractor Services	Actual Costs	
3.	Special Consultants	Actual costs	
4.	Telecommunications		
	A. Local	Non-reimbursable	
	B. Non-Local	Actual Costs	
5.	Computer Services	Non-reimbursable	
6.	Travel Expenses	In accordance with Chapter 112.061, F.S.; and further defined in the City of Kissimmee Employee Handbook	
7.	Postage, Fed Express, UPS	Actual Costs	
8.	Pre-approved Equipment (includes purchase and rental of equipment used in project)	Actual Costs	

EXHIBIT “K”

Kissimmee City Hall Addition **HOURLY RATE SCHEDULE**

EXHIBIT "L"
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: **RFP2022-008** PROJECT NAME: **Kissimmee City Hall Addition**

CITY OF KISSIMMEE WILL NOT INTENTIONALLY AWARD CITY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

CITY OF KISSIMMEE MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY CITY OF KISSIMMEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature

Title

Date

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 20____,

by _____ who has produced (Print or

Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

EXHIBIT "M"
PUBLIC CONSTRUCTION BOND
FRONT PAGE
F.S. CHAPTER 255.05

BOND NO.: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

OWNER NAME: City of Kissimmee, a municipal corporation of the State of Florida

OWNER ADDRESS: 101 Church Street

Kissimmee, FL 34741

OWNER PHONE NO: (407) xxx-xxxx

OBLIGEE NAME: (if
contracting entity is different
from the owner, the contracting
public entity) _____

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: \$ _____

CONTRACT NUMBER: _____

GENERAL DESCRIPTION
OF PROJECT: _____

PROJECT LOCATION: _____

PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____,

_____ (Business Address) are held and firmly bound unto City of Kissimmee, a municipal corporation of the State of Florida, as Obligee in the sum of _____ in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract executed between Principal and City for construction of _____, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and
3. Pays City all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that City sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

Reference is hereby made to Section 255.05 Florida Statutes, and to the notice and time limitation provisions thereof:

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20 ____.

ATTEST:

Witness

Witness

PRINCIPAL:

BY: _____ (SEAL)
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

ATTEST:

Witness

Witness

SURETY:
Printed Name

BY: _____ (SEAL)
Attorney in Fact

Printed Name

Business Address

EXHIBIT "N"
BUY-OUT ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT: Kissimmee City Hall Addition

AAR NO: _____

CITY OF KISSIMMEE,
A MUNICIPAL CORPORATION OF
THE STATE OF FLORIDA

CONTRACT NO: RFP2022-008

INITIATION DATE: _____

CONSTRUCTION MANAGER: ABC CONSTRUCTION, 123 N South Drive, Tampa, FL 12345

ARCHITECT/ENGINEER: Reynolds, Smith & Hills/RS&H, Inc.

DESCRIPTION OF ALLOWANCE WORK:

Total: _____ \$

***Not valid until signed by the City, Architect/Engineer and Construction Manager.**

Amount of Buy-out Allowance _____ \$

Amount of Buy-out Allowance Authorization used to date _____ \$

Amount of Buy-out Allowance this AAR _____ \$

Balance of remaining Buy-out Allowance _____ \$

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

CONSTRUCTION
MANAGER: _____

Date: _____

ARCHITECT/
ENGINEER: _____

Date: _____

CITY: _____
City Manager or Designee

Date: _____

EXHIBIT “C”

GMP ADDENDUM

to

Agreement between City of Kissimmee and Construction Manager At Risk

Kissimmee City Hall Addition

Pursuant to the Master Services Agreement (the “Agreement”) dated 12/06/2022 between City of Kissimmee City Commission, a municipal corporation of the State of Florida (the “City”) and Balfour Beatty Construction, LLC (the “Construction Manager”), with respect to the Project, as identified and described in the Pre-Construction Addendum, the City and the Construction Manager hereby establish a Guaranteed Maximum Price (GMP), Contract Time for the Work and amend the Agreement as set forth below.

1. The Construction Manager’s (GMP) for the Work as defined in Section 6.1.3 and the Construction Manager’s Fee as defined in Section 6.1.2, for the Construction Phase Services is 5%.

2. This price is for the performance of the Work in accordance with the Schedules listed below and attached to this Addendum as follows:

- Schedule 1 Construction Manager’s Personnel.
- Schedule 2 Contract Drawings & Specifications.
- Schedule 3 GMP Bid Breakdown.
- Schedule 4 Clarifications, Assumptions, Exclusions and Allowances.

3. Pursuant to Section 1.3.12 of the Agreement, the City’s Construction Budget is estimated at \$4,892,813 including all Construction Manager fees, costs of the work, the City’s Allowances and the Construction Manager’s contingencies within the GMP as defined in Articles 2, 3 and 6 of the Agreement.

4. Pursuant to Section 1.3.12 of the Agreement, the City’s funds budgeted for the development of the Project including the construction budget and all professional service fees and equipment necessary to develop the project, excluding land costs is \$4,892,813 (for phase 1).

5. Pursuant to Article 2, Section 2.5, the Project critical dates are as follow:

- | | |
|---|---|
| A. Construction Phase Commencement Date | 05/24/2023 |
| B. Project Substantial Completion Date | 06/10/2024 |
| C. Project Final Completion Date | 30 Calendar Days after Substantial Completion |

6. In the event the Construction Manager does not achieve Substantial Completion within the Contract Time, including approved extensions, the Construction Manager shall pay the City, as liquidated damages and not as a penalty, the sum of \$1,500 per day for each calendar day the actual time of performance exceeds the authorized Contract Time after a 30 day “Grace Period” and capped at a maximum value of two time the Contractor’s fee.

7. The Construction Manager’s Fee for overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, shall be 5.0% of the GMP value and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid proportionally to the ratio of the cost of the work in place, including stored materials (see Article 8.1.3), as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less.

8. Pursuant to Section 6.1.3.2.2, the cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction project. General Liability will be cost at a fixed rate of 1.04% of the final Contract Amount and Construction Manager bonds will be cost at a fixed rate of 0.83%. The premium stated will be substantiated with industry standard documentation. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Manager overhead and profit fee on this item.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized representatives, as of the effective date.

**CITY OF KISSIMMEE, a municipal
corporation of the
State of Florida**

ATTEST:

By: _____
Linda Hansell
City Clerk

By: _____
Olga Gonzalez, Mayor
City of Kissimmee Commission

Date Signed by Mayor: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Olga Sanchez de Fuentes
City Attorney

Date

ATTEST: **Balfour Beatty Construction, LLC**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____



PROJECT STAFF FTE

#FTEs	POSITION	TOTAL HOURS	2023										2024						
			MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
1	Director	502.72		0.444	0.866	0.866	0.866	0.866	0.866	0.866	0.866	0.866	0.866	0.866	0.866	0.866	0.866		
2	Project Manager	1214.6		1.11	2.165	2.165	2.165	2.165	2.165	2.165	2.165	2.165	2.165	2.165	2.165	2.165	1.11		
3	Project Engineer	1842.12		1.887	3.6805	3.6805	3.6805	3.6805	3.6805	3.6805	3.6805	3.6805	3.6805	3.6805	3.6805				
4	Superintendent	2251.6			4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33	4.33			
6	Safety Manager	112.8			0.111	0.2165	0.2165	0.2165	0.2165	0.2165	0.2165	0.2165	0.2165	0.2165	0.2165	0.2165	0.111		
7	Scheduler	0																	
8	Accountant	451.2			0.444	0.866	0.866	0.866	0.866	0.866	0.866	0.866	0.866	0.866	0.866	0.866	0.444		
9		0																	
10		0																	

% of Time on Project	Burden	HR Rate	Total
20%	\$	140	\$ 70,381
50%	\$	94	\$ 114,172
85%	\$	65	\$ 119,738
100%	\$	121	\$ 272,444
5%	\$	70	\$ 7,896
0%	\$	70	\$ -
20%	\$	59	\$ 26,661
			\$ 611,291

SCHEDULE 1 to the GMP ADDENDUM

Kissimmee City Hall Addition

Construction Manager's Personnel During Construction Phase

(TO BE COMPLETED AT GMP)

Name	Title	Duration (Months)	Percentage
Off-Site Staff			
Henry Thacker	Director	14.5	20%
TBD	Project Manager	14	50%
Claude Daigler	Project Accountant	13	20%
Werner Lange	Safety Manager	13	5%
On-Site Staff			
TBD	Superintendent	13	100%
TBD	Project Engineer	12.5	85%

SCHEDULE 2 to the GMP ADDENDUM

Kissimmee City Hall Addition

Contract Drawings & Specifications



Balfour Beatty Construction, LLC

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Job #: 17519000 KISSIMMEE CITY HALL ADDITION
100 CHURCH STREET
KISSIMMEE, Florida 34741-5055

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A001	PARTITION TYPES	0			Rev1 & Rev2 Set
A1 02	OVERALL SECOND FLOOR PLAN	0			Rev1 & Rev2 Set
A101	OVERALL FIRST FLOOR PLAN	0			Rev1 & Rev2 Set
A102 ALT	OVERALL SECOND FLOOR PLAN	0			Rev1 & Rev2 Set
A103	OVERALL FIRST FLOOR DIMENSION PLAN	0			Rev1 & Rev2 Set
A111	OVERALL FIRST FLOOR REFLECTED CEILING PLAN	0			Rev1 & Rev2 Set
A112	OVERALL SECOND FLOOR REFLECTED CEILING PLAN	0			Rev1 & Rev2 Set
A112 ALT	OVERALL SECOND FLOOR REFLECTED CEILING PLAN	0			Rev1 & Rev2 Set
A121	OVERALL ROOF PLAN	0			Rev1 & Rev2 Set
A201	BUILDING ELEVATIONS	0			Rev1 & Rev2 Set
A202	BUILDING ELEVATIONS	0			Rev1 & Rev2 Set
A211	INTERIOR TOILET	0			Rev1 & Rev2 Set
A301	BUILDING SECTIONS	0			Rev1 & Rev2 Set
A301 ALT	BUILDING SECTIONS	0			Rev1 & Rev2 Set
A302	BUILDING SECTIONS	0			Rev1 & Rev2 Set
A302 ALT	BUILDING SECTIONS	0			Rev1 & Rev2 Set
A311	WALL SECTIONS	0			Rev1 & Rev2 Set
A312	WALL SECTIONS	0			Rev1 & Rev2 Set
A313	WALL SECTIONS	0			Rev1 & Rev2 Set
A401	ENLARGED TOILET PLANS	0			Rev1 & Rev2 Set
A402	ENLARGED PARTIAL PLANS AND INTERIOR ELEVATIONS	0			Rev1 & Rev2 Set
A403	ENLARGED PARTIAL PLANS AND INTERIOR ELEVATIONS AND ALT 1 BUILT-IN CASEWORK	0			Rev1 & Rev2 Set
A404	STAIR PLAN AND SECTIONS	0			Rev1 & Rev2 Set
A405	STAIR AND ELEVATOR	0			Rev1 & Rev2 Set
A411	3D VIEWS	0			Rev1 & Rev2 Set
A412	3D VIEWS	0			Rev1 & Rev2 Set
A413	3D VIEWS	0			Rev1 & Rev2 Set
A501	PLAN DETAILS	0			Rev1 & Rev2 Set
A502	ROOF DETAILS	0			Rev1 & Rev2 Set
A503	DETAILS	0			Rev1 & Rev2 Set
A601	DOOR SCHEDULE, DOOR TYPES, AND NOTES	0			Rev1 & Rev2 Set
A603	DOOR DETAILS	0			Rev1 & Rev2 Set
A611	WINDOW TYPES AND NOTES	0			Rev1 & Rev2 Set



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A613	WINDOW DETAILS	0			Rev1 & Rev2 Set
A614	WINDOW DETAILS	0			Rev1 & Rev2 Set
A621	ROOM FINISH SCHEDULE, LEGEND AND NOTES	0			Rev1 & Rev2 Set
A631	SIGNAGE SCHEDULE, ELEVATIONS AND NOTES	0			Rev1 & Rev2 Set
A801	OVERALL FIRST FLOOR INTERIOR FINISH PLAN	0			Rev1 & Rev2 Set
A802	OVERALL SECOND FLOOR INTERIOR FINISH PLAN	0			Rev1 & Rev2 Set
A802 ALT	OVERALL SECOND FLOOR INTERIOR FINISH PLAN	0			Rev1 & Rev2 Set
A831	OVERALL FIRST FLOOR INTERIOR SIGNAGE PLAN	0			Rev1 & Rev2 Set
A832	OVERALL SECOND FLOOR INTERIOR SIGNAGE PLAN	0			Rev1 & Rev2 Set
A832 ALT	OVERALL SECOND FLOOR INTERIOR SIGNAGE PLAN	0			Rev1 & Rev2 Set
AD101	OVERALL FIRST & SECOND FLOOR DEMOLITION PLAN	0			Rev1 & Rev2 Set
AD111	OVERALL FIRST & SECOND FLOOR DEMOLITION REFLECTED CEILING PLAN	0			Rev1 & Rev2 Set
Civil					
C001	PROJECT NOTES	0			Rev1 & Rev2 Set
C002	EROSION CONTROL PLAN	0			Rev1 & Rev2 Set
C003	DEMOLITION PLAN	0			Rev1 & Rev2 Set
C004	SITE PLAN	0			Rev1 & Rev2 Set
C005	GRADING PLAN	0			Rev1 & Rev2 Set
C010	DRAINAGE PLAN	0			Rev1 & Rev2 Set
C011	DRAINAGE PLAN	0			Rev1 & Rev2 Set
C020	UTILITY NOTES	0			Rev1 & Rev2 Set
C021	SITE UTILITIES PLAN	0			Rev1 & Rev2 Set
C022	UTILITY DETAILS	0			Rev1 & Rev2 Set
COVER					
Cover Sheet	COVER SHEET	0			Rev1 & Rev2 Set
Electrical					
E001	ELECTRICAL NOTES, SYMBOLS, AND ABBREVIATIONS	0			Rev1 & Rev2 Set
E100	ELECTRICAL SITE PLAN	0			Rev1 & Rev2 Set
E101	FLOOR POWER PLAN	0			Rev1 & Rev2 Set
E102	OVERALL SECOND FLOOR POWER PLAN	0			Rev1 & Rev2 Set
E102 ALT	OVERALL SECOND FLOOR POWER PLAN ALT	0			Rev1 & Rev2 Set
E111	OVERALL FIRST FLOOR LIGHTING PLAN	0			Rev1 & Rev2 Set
E112	OVERALL SECOND FLOOR LIGHTING PLAN	0			Rev1 & Rev2 Set
E112ALT	OVERALL SECOND FLOOR LIGHTING PLAN ALT	0			Rev1 & Rev2 Set
E121	OVERALL FIRST FLOOR SYSTEMS PLAN	0			Rev1 & Rev2 Set
E122	OVERALL SECOND FLOOR SYSTEMS PLAN	0			Rev1 & Rev2 Set
E122 ALT	OVERALL SECOND FLOOR SYSTEMS PLAN ALT	0			Rev1 & Rev2 Set
E401	ENLARGED ELECTRICAL PLANS	0			Rev1 & Rev2 Set



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E501	ELECTRICAL DETAILS	0			Rev1 & Rev2 Set
E502	ELECTRICAL DETAILS	0			Rev1 & Rev2 Set
E601	ELECTRICAL PANEL SCHEDULES	0			Rev1 & Rev2 Set
E602	ELECTRICAL PANEL SCHEDULES	0			Rev1 & Rev2 Set
E621	LUMINAIRE AND EQUIPMENT SCHEDULES	0			Rev1 & Rev2 Set
E701	ELECTRICAL ONE LINE	0			Rev1 & Rev2 Set
Fire Protection					
F1 02	FIRE PROTECTION SECOND FLOOR PLAN	0			Rev1 & Rev2 Set
F101	FIRE PROTECTION FIRST FLOOR PLAN	0			Rev1 & Rev2 Set
FA101	FIRE ALARM FIRST FLOOR PLAN	0			Rev1 & Rev2 Set
FA102	FIRE ALARM SECOND FLOOR PLAN	0			Rev1 & Rev2 Set
General					
G002	SHEET INDEX	0			Rev1 & Rev2 Set
G003	ABBREVIATIONS AND SYMBOLS	0			Rev1 & Rev2 Set
G004	GENERAL NOTES	0			Rev1 & Rev2 Set
G005	BUILDING CODE ANALYSIS AND PROJECT INFORMATION	0			Rev1 & Rev2 Set
G101	OVERALL FIRST FLOOR LIFE SAFETY PLAN	0			Rev1 & Rev2 Set
G102	OVERALLSECOND FLOOR LIFE SAFETY PLAN	0			Rev1 & Rev2 Set
G102 ALT	OVERALLSECOND FLOOR LIFE SAFETY PLAN	0			Rev1 & Rev2 Set
Hazardous Materials					
HD-1	HARDSCAPE & LANDSCAPE PLAN	0			Rev1 & Rev2 Set
Mechanical					
M001	MECHANICAL GENERAL NOTES, SYMBOLS AND ABBREVIATIONS	0			Rev1 & Rev2 Set
M110	OVERALL FIRST FLOOR HVAC PLAN	0			Rev1 & Rev2 Set
M120	OVERALL SECOND FLOOR HVAC PLAN	0			Rev1 & Rev2 Set
M120 ALT	OVERALL SECOND FLOOR HVAC PLAN ALT	0			Rev1 & Rev2 Set
M401	HVAC SECTIONS	0			Rev1 & Rev2 Set
M501	HVAC DETAILS	0			Rev1 & Rev2 Set
M502	HVAC DETAILS	0			Rev1 & Rev2 Set
M503	HVAC DETAILS	0			Rev1 & Rev2 Set
M601	MECHANICAL SCHEDULES	0			Rev1 & Rev2 Set
M602	MECHANICAL SCHEDULES	0			Rev1 & Rev2 Set
M701	MECHANICAL CONTROLS DIAGRAM	0			Rev1 & Rev2 Set
M702	MECHANICAL CONTROLS DIAGRAM	0			Rev1 & Rev2 Set
M703	MECHANICAL CONTROLS DIAGRAM	0			Rev1 & Rev2 Set
M704	MECHANICAL CONTROLS DIAGRAM	0			Rev1 & Rev2 Set
Plumbing					
P001	NOTES, SYMBOLS AND ABBREVIATIONS	0			Rev1 & Rev2 Set



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
P110	OVERALL FIRST FLOOR PLUMBING PLAN	0			Rev1 & Rev2 Set
P111	FIRST FLOOR STORM PLAN	0			Rev1 & Rev2 Set
P120	OVERALL SECOND FLOOR PLUMBING PLAN	0			Rev1 & Rev2 Set
P120 ALT	OVERALL SECOND FLOOR PLUMBING PLAN ALT	0			Rev1 & Rev2 Set
P121	SECOND FLOOR STORM PLAN	0			Rev1 & Rev2 Set
P121ALT	SECOND FLOOR STORM PLAN ALT	0			Rev1 & Rev2 Set
P130	OVERALL ROOF PLUMBING PLAN	0			Rev1 & Rev2 Set
P401	PLUMBING ENLARGED PLANS	0			Rev1 & Rev2 Set
P501	PLUMBING DETAILS	0			Rev1 & Rev2 Set
P502	PLUMBING DETAILS	0			Rev1 & Rev2 Set
P601	PLUMBING SCHEDULES	0			Rev1 & Rev2 Set
P701	PLUMBING RISER DIAGRAMS	0			Rev1 & Rev2 Set
Structural					
S001	GENERAL STRUCTURAL NOTES	0			Rev1 & Rev2 Set
S002	GENERAL STRUCTURAL NOTES	0			Rev1 & Rev2 Set
S003	LOADING DIAGRAMS	0			Rev1 & Rev2 Set
S010	MASONRY & CONCRETE TYPICAL DETAILS	0			Rev1 & Rev2 Set
S011	CONCRETE TYPICAL DETAILS	0			Rev1 & Rev2 Set
S012	CONCRETE TYPICAL DETAILS	0			Rev1 & Rev2 Set
S015	STEEL TYPICAL DETAILS	0			Rev1 & Rev2 Set
S016	STEEL TYPICAL DETAILS	0			Rev1 & Rev2 Set
S101	OVERALL FOUNDATION PLAN	0			Rev1 & Rev2 Set
S102	LOW ROOF AND SECOND FLOOR FRAMING PLAN	0			Rev1 & Rev2 Set
S121	OVERALL ROOF FRAMING PLAN	0			Rev1 & Rev2 Set
S301	FOUNDATION SECTIONS	0			Rev1 & Rev2 Set
S302	FOUNDATION SECTIONS	0			Rev1 & Rev2 Set
S303	FOUNDATION SECTIONS	0			Rev1 & Rev2 Set
S311	FLOOR FRAMING SECTIONS	0			Rev1 & Rev2 Set
S312	FLOOR FRAMING SECTIONS	0			Rev1 & Rev2 Set
S313	FLOOR FRAMING SECTIONS	0			Rev1 & Rev2 Set
S314	FLOOR FRAMING SECTIONS	0			Rev1 & Rev2 Set
S321	ROOF FRAMING SECTIONS	0			Rev1 & Rev2 Set
S411	FLOOR FRAMING ENLARGED PLANS	0			Rev1 & Rev2 Set
SURVEY					
SURVEY	SURVEY	0			Rev1 & Rev2 Set



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Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
000110	Table of Contents	0	12/12/22	12/15/22	Construction Specs 12.12.2022
02 - Existing Conditions					
024119	Selective Demolition	0	12/12/22	12/15/22	Construction Specs 12.12.2022
03 - Concrete					
033000	Cast-in-Place Concrete	0	12/12/22	12/15/22	Construction Specs 12.12.2022
034100	Precast Structural Concrete	0	12/12/22	12/15/22	Construction Specs 12.12.2022
04 - Masonry					
042200	Concrete Unit Masonry	0	12/12/22	12/15/22	Construction Specs 12.12.2022
05 - Metals					
051200	Structural Steel Framing	0	12/12/22	12/15/22	Construction Specs 12.12.2022
053100	Steel Decking	0	12/12/22	12/15/22	Construction Specs 12.12.2022
054000	Cold-Formed Metal Framing	0	12/12/22	12/15/22	Construction Specs 12.12.2022
054400	Cold-Formed Metal Trusses	0	12/12/22	12/15/22	Construction Specs 12.12.2022
055000	Metal Fabrications	0	12/12/22	12/15/22	Construction Specs 12.12.2022
06 - Wood, Plastics, and Composites					
061000	Rough Carpentry	0	12/12/22	12/15/22	Construction Specs 12.12.2022
061600	Sheathing	0	12/12/22	12/15/22	Construction Specs 12.12.2022
064116	Plastic-Laminate-Clad Architectural Cabinets	0	12/12/22	12/15/22	Construction Specs 12.12.2022
07 - Thermal and Moisture Protection					
071416	Cold Fluid-Applied Waterproofing	0	12/12/22	12/15/22	Construction Specs 12.12.2022
072100	Thermal Insulation	0	12/12/22	12/15/22	Construction Specs 12.12.2022
074113	Metal Roof Panels	0	12/12/22	12/15/22	Construction Specs 12.12.2022
074293	Soffit Panels	0	12/12/22	12/15/22	Construction Specs 12.12.2022
075216	Styrene-Butadiene-Styrene Modified Bituminous Membrane Roofing	0	12/12/22	12/15/22	Construction Specs 12.12.2022
077100	Roof Specialties	0	12/12/22	12/15/22	Construction Specs 12.12.2022
077200	Roof Accessories	0	12/12/22	12/15/22	Construction Specs 12.12.2022
078100	Applied Fireproofing	0	12/12/22	12/15/22	Construction Specs 12.12.2022
08 - Openings					
081113	Hollow Metal Doors and Frames	0	12/12/22	12/15/22	Construction Specs 12.12.2022
081416	Flush Wood Doors	0	12/12/22	12/15/22	Construction Specs 12.12.2022
084113	Aluminum-Framed Entrances and Storefronts	0	12/12/22	12/15/22	Construction Specs 12.12.2022
084229	Automatic Entrances	0	12/12/22	12/15/22	Construction Specs 12.12.2022



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Number	Description	Revision	Issued Date	Received Date	Set
084413	Glazed Aluminum Curtain Walls	0	12/12/22	12/15/22	Construction Specs 12.12.2022
085113	Aluminum Windows	0	12/12/22	12/15/22	Construction Specs 12.12.2022
087100	Door Hardware	0	12/12/22	12/15/22	Construction Specs 12.12.2022
088000	Glazing	0	12/12/22	12/15/22	Construction Specs 12.12.2022
09 - Finishes					
092400	Cement Plastering	0	12/12/22	12/15/22	Construction Specs 12.12.2022
092900	Gypsum Board	0	12/12/22	12/15/22	Construction Specs 12.12.2022
093013	Ceramic Tiling	0	12/12/22	12/15/22	Construction Specs 12.12.2022
095123	Acoustical Tile Ceilings	0	12/12/22	12/15/22	Construction Specs 12.12.2022
096513	Resilient Base and Accessories	0	12/12/22	12/15/22	Construction Specs 12.12.2022
096519	Resilient Tile Flooring	0	12/12/22	12/15/22	Construction Specs 12.12.2022
096813	Tile Carpeting	0	12/12/22	12/15/22	Construction Specs 12.12.2022
099113	Exterior Painting	0	12/12/22	12/15/22	Construction Specs 12.12.2022
099123	Interior Painting	0	12/12/22	12/15/22	Construction Specs 12.12.2022
10 - Specialties					
10 4000	Safety Specialties	0	12/12/22	12/15/22	Construction Specs 12.12.2022
101423	Panel Signage	0	12/12/22	12/15/22	Construction Specs 12.12.2022
102113	Toilet Compartments	0	12/12/22	12/15/22	Construction Specs 12.12.2022
102813	Toilet Accessories	0	12/12/22	12/15/22	Construction Specs 12.12.2022
104416	Fire Extinguishers	0	12/12/22	12/15/22	Construction Specs 12.12.2022
107313	Awnings	0	12/12/22	12/15/22	Construction Specs 12.12.2022
107516	Ground-Set Flagpoles	0	12/12/22	12/15/22	Construction Specs 12.12.2022
12 - Furnishings					
122113	Horizontal Louver Blinds	0	12/12/22	12/15/22	Construction Specs 12.12.2022
123623	Plastic Countertops	0	12/12/22	12/15/22	Construction Specs 12.12.2022
14 - Conveying Equipment					
14 21 00	Electric Traction Elevators	0	12/12/22	12/15/22	Construction Specs 12.12.2022
21 - Fire Suppression					
211000	Water-Based Fire-Suppression Systems	0	12/12/22	12/15/22	Construction Specs 12.12.2022
22 - Plumbing					
22 05 13	Common Motor Requirements for Plumbing Equipment	0	12/12/22	12/15/22	Construction Specs 12.12.2022
22 05 19	Meters and Gages for Plumbing Piping	0	12/12/22	12/15/22	Construction Specs 12.12.2022
22 05 23	General-Duty Valves for Plumbing Piping	0	12/12/22	12/15/22	Construction Specs 12.12.2022
22 05 29	Hangers and Supports for Plumbing Piping and Equipment	0	12/12/22	12/15/22	Construction Specs 12.12.2022
22 05 53	Identification for Plumbing Piping and Equipment	0	12/12/22	12/15/22	Construction Specs 12.12.2022
22 07 19	Plumbing Piping Insulation	0	12/12/22	12/15/22	Construction Specs 12.12.2022
22 11 16	Domestic Water Piping	0	12/12/22	12/15/22	Construction Specs 12.12.2022



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Number	Description	Revision	Issued Date	Received Date	Set
22 11 19	Domestic Water Piping Specialties	0	12/12/22	12/15/22	Construction Specs 12.12.2022
22 13 16	Sanitary Waste and Vent Piping	0	12/12/22	12/15/22	Construction Specs 12.12.2022
22 13 19	Sanitary Waste Piping Specialties	0	12/12/22	12/15/22	Construction Specs 12.12.2022
22 14 13	Facility Storm Drainage Piping	0	12/12/22	12/15/22	Construction Specs 12.12.2022
22 14 23	Storm Drainage Piping Specialties	0	12/12/22	12/15/22	Construction Specs 12.12.2022
22 33 00	Electric Domestic Water Heaters	0	12/12/22	12/15/22	Construction Specs 12.12.2022
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
23 05 13	Common Motor Requirements for HVAC Equipment	0	12/12/22	12/15/22	Construction Specs 12.12.2022
23 05 23	General-Duty Valves for HVAC Piping	0	12/12/22	12/15/22	Construction Specs 12.12.2022
23 05 29	Hangers and Supports for HVAC Piping and Equipment	0	12/12/22	12/15/22	Construction Specs 12.12.2022
23 05 48	Vibration and Seismic Controls for HVAC	0	12/12/22	12/15/22	Construction Specs 12.12.2022
23 05 53	Identification for HVAC Piping and Equipment	0	12/12/22	12/15/22	Construction Specs 12.12.2022
23 05 93	Testing, Adjusting, and Balancing for HVAC	0	12/12/22	12/15/22	Construction Specs 12.12.2022
23 07 13	Duct Insulation	0	12/12/22	12/15/22	Construction Specs 12.12.2022
23 07 19	HVAC Piping Insulation	0	12/12/22	12/15/22	Construction Specs 12.12.2022
23 23 00	Refrigerant Piping	0	12/12/22	12/15/22	Construction Specs 12.12.2022
23 31 13	Metal Ducts	0	12/12/22	12/15/22	Construction Specs 12.12.2022
23 33 00	Air Duct Accessories	0	12/12/22	12/15/22	Construction Specs 12.12.2022
23 33 46	Flexible Ducts	0	12/12/22	12/15/22	Construction Specs 12.12.2022
23 34 23	HVAC Power Ventilators	0	12/12/22	12/15/22	Construction Specs 12.12.2022
23 36 00	Air Terminal Units	0	12/12/22	12/15/22	Construction Specs 12.12.2022
23 37 13	Diffusers, Registers, and Grilles	0	12/12/22	12/15/22	Construction Specs 12.12.2022
23 81 26	Split-System Air-Conditioners	0	12/12/22	12/15/22	Construction Specs 12.12.2022
26 - Electrical					
260500	Common Work Results for Electrical	0	12/12/22	12/15/22	Construction Specs 12.12.2022
260519	Low-Voltage Electrical Power Conductors and Cables	0	12/12/22	12/15/22	Construction Specs 12.12.2022
260523	Control-Voltage Electrical Power Cables	0	12/12/22	12/15/22	Construction Specs 12.12.2022
260526	Grounding and Bonding for Electrical Systems	0	12/12/22	12/15/22	Construction Specs 12.12.2022
260529	Hangers and Supports for Electrical Systems	0	12/12/22	12/15/22	Construction Specs 12.12.2022
260533	Raceway and Boxes for Electrical Systems	0	12/12/22	12/15/22	Construction Specs 12.12.2022
260543	Underground Ducts and Raceways for Electrical Systems	0	12/12/22	12/15/22	Construction Specs 12.12.2022
260553	Identification for Electrical Systems	0	12/12/22	12/15/22	Construction Specs 12.12.2022
260573	Overcurrent Protective Device Coordination Study	0	12/12/22	12/15/22	Construction Specs 12.12.2022
260923	Lighting Control Devices	0	12/12/22	12/15/22	Construction Specs 12.12.2022
262213	Low-Voltage Distribution Transformers	0	12/12/22	12/15/22	Construction Specs 12.12.2022
262416	Panelboards	0	12/12/22	12/15/22	Construction Specs 12.12.2022
262726	Wiring Devices	0	12/12/22	12/15/22	Construction Specs 12.12.2022



Balfour Beatty Construction, LLC

Printed on Tue Mar 14, 2023 at 09:14 pm CDT

Job #: 17519000 KISSIMMEE CITY HALL ADDITION
100 CHURCH STREET
KISSIMMEE, Florida 34741-5055

Number	Description	Revision	Issued Date	Received Date	Set
262816	Enclosed Switches and Circuit Breakers	0	12/12/22	12/15/22	Construction Specs 12.12.2022
263600	Transfer Switches	0	12/12/22	12/15/22	Construction Specs 12.12.2022
265619	Roadway Lighting	0	12/12/22	12/15/22	Construction Specs 12.12.2022
27 - Communications					
270526	Grounding and Bonding for Communications Systems	0	12/12/22	12/15/22	Construction Specs 12.12.2022
270529	Hangers and Supports for Communications Systems	0	12/12/22	12/15/22	Construction Specs 12.12.2022
270536	Cable Trays for Communications Systems	0	12/12/22	12/15/22	Construction Specs 12.12.2022
270553	Identification for Communications Systems	0	12/12/22	12/15/22	Construction Specs 12.12.2022
31 - Earthwork					
312000	Earth Moving	0	12/12/22	12/15/22	Construction Specs 12.12.2022
313116	Termite Control	0	12/12/22	12/15/22	Construction Specs 12.12.2022
32 - Exterior Improvements					
323119	Decorative Metal Fences and Gates	0	12/12/22	12/15/22	Construction Specs 12.12.2022

SCHEDULE 3 to the GMP ADDENDUM

Kissimmee City Hall Addition

GMP Bid Breakdown

GMP

Kissimmee, FL
3/24/2023

				\$420,871	\$6,350,600	\$6,771,471	\$564.29							\$427,770
	MASTER FORMAT DIVISION	SPEC SECTION	DESCRIPTION OF WORK "GBA" SQFT	SITE	BUILDING 12,000	TOTAL 12,000	Cost per GBA 12,000	Potential Subcontractor	Percentage for Phase 1	Total for Phase 1	Total for Phase 2	Scope included in Phase 1	Comments	2ND FLOOR ALT 12,000
1	DIV 1	01 0000	GENERAL REQUIREMENTS	14,047	229,952	\$243,999	\$20.33							14,277
2		01 1000	General Requirements	14,047	211,952	\$225,999	\$18.83		77%	\$174,019.23	\$51,979.77			14,277
3			3rd Party Services	By Owner	By Owner	By Owner	By Owner							By Owner
4			CMT Testing / Water Testing / Waterproofing Consultant	By Owner	By Owner	By Owner	By Owner							By Owner
5			Threshold Inspections / Special Inspections	By Owner	By Owner	By Owner	By Owner							By Owner
6			ADA/FHA Consultant	By Owner	By Owner	By Owner	By Owner							By Owner
7			Project Permits and Impact Fees	By Owner	By Owner	By Owner	By Owner							By Owner
8			Subcontractor Related Permits	By Trades	By Trades	By Trades	By Trades							By Trades
9			Final Cleaning		18,000	\$18,000	\$1.50		0%	\$ -	\$ 18,000	None		In GRs
10			Dumpsters	In GRs	In GRs	In GRs	In GRs							In GRs
11			Surveying / Engineer	In GRs	In GRs	In GRs	In GRs							In GRs
12	DIV 2	02 0000	EXISTING CONDITIONS & DEMO	0	12,500	\$12,500	\$1.04							0
13		02 1000	Clear and Grub, Mass Grading & Soil Improvements	In Civil		\$0	\$0.00							
14		02 4100	Selective Demolition		12,500	\$12,500	\$1.04	BB	100%	\$ 12,500	\$ -	All Scope		
15														
16	DIV 3	03 0000	CONCRETE	0	579,375	\$579,375	\$48.28							0
17		03 3100	Cast-In-Place Concrete	In Building	579,375	\$579,375	\$48.28	BNG	90%	\$ 521,438	\$ 57,938	All strucutral, sidewalks in P2		
18														
19	DIV 4	04 0000	MASONRY	0	447,615	\$447,615	\$37.30							0
20		04 2000	Unit Masonry		447,615	\$447,615	\$37.30	RON KENDALL	100%	\$ 447,615	\$ -	All sope		
21														
22	DIV 5	05 0000	METALS	0	580,148	\$580,148	\$48.35							0
23		05 1200	Structural Steel & Metal Fabrications		416,322	\$416,322	\$34.69	STEEL FABRICATORS	100%	\$ 416,322	\$ -	All scope		
24		05 5700	Ornamental Gate		12,845	\$12,845	\$1.07	SUNDANCE	75%	\$ 9,634	\$ 3,211	Submittals, Procurement, Fabrication		
25		05 5700	Metal Canopies		25,134	\$25,134	\$2.09	SUNDANCE	75%	\$ 18,851	\$ 6,284	Submittals, Procurement, Fabrication		
26		05 4000	Metal Trusses		125,847	\$125,847	\$10.49	UNITED STRUCTURE	100%	\$ 125,847	\$ -	All Scope		
27			F & I of Metal Decking		In Above	\$0	\$0.00	UNITED STRUCTURE						
28														
29	DIV 6	06 0000	WOODS & PLASTICS	0	35,000	\$35,000	\$2.92							7,000
30		06 2000	Architectural Woodwork		35,000	\$35,000	\$2.92	D & R	25%	\$ 8,750	\$ 26,250	Submittals		7,000
31														

GMP

Kissimmee, FL
3/24/2023

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MASTER FORMAT DIVISION	SPEC SECTION	DESCRIPTION OF WORK "GBA" SQFT	SITE	BUILDING 12,000	TOTAL 12,000	Cost per GBA 12,000	Potential Subcontractor	Percentage for Phase 1	Total for Phase 1	Total for Phase 2	Scope included in Phase 1	Comments	2ND FLOOR ALT 12,000
32	DIV 7	07 0000 THERMAL / MOISTURE PROTECTION	0	427,550	\$427,550	\$35.63							0
33		07 1000 Waterproofing & Caulking		48,750	\$48,750	\$4.06	GENERAL	100%	\$ 48,750	\$ -	All Scope		
34		07 1010 Spray Applied Fireproofing		24,800	\$24,800	\$2.07	ROLLING PLAINS	25%	\$ 6,200	\$ 18,600	Submittals		
35		07 2600 Membrane & Metal Roofing		354,000	\$354,000	\$29.50	P & A	75%	\$ 265,500	\$ 88,500	Submittals, Procurement		
36													
37	DIV 8	08 0000 DOORS AND WINDOWS	0	572,875	\$572,875	\$47.74							32,000
38		08 1000 Doors, Frames and Hardware		65,000	\$65,000	\$5.42	COOK & BOARDMAN	80%	\$ 52,000	\$ 13,000	Submittals, Procurement		32,000
39		08 8000 Glass and Glazing		507,875	\$507,875	\$42.32	LAKE GLASS	100%	\$ 507,875	\$ -	All Scope		
40													
41	DIV 9	09 0000 FINISHES	0	494,199	\$494,199	\$41.18							89,766
42		09 1600 Stucco & Plaster		84,685	\$84,685	\$7.06	BRADLEIGH / ANNAPU	10%	\$ 8,469	\$ 76,217	Submittals		
43		09 2500 Gypsum Board Assemblies (Including ACT)		309,021	\$309,021	\$25.75	ANNAPURNA / KENPA	10%	\$ 30,902	\$ 278,119	Submittals		59,369
44		09 2500 Gypsum Board Assemblies - VE DEDUCT		TBD	\$0	\$0.00							TBD
45		09 5000 Flooring		72,500	\$72,500	\$6.04	SPECTRA	50%	\$ 36,250	\$ 36,250	Submittals, Long Lead Procurement		25,000
46		09 5100 Acoustical Ceilings		In Gypsum	\$0	\$0.00							In Gypsum
47		09 9010 Painting & Wallcoverings		27,993	\$27,993	\$2.33	EPA	10%	\$ 2,799	\$ 25,194	Submittals		5,397
48													
49	DIV 10	10 0000 SPECIALTIES	0	33,530	\$33,530	\$2.79							6,500
50		10 1400 Sigange		7,500	\$7,500	\$0.63	BB	0%	\$ -	\$ 7,500	No Scope		1,500
51		10 2800 Division 10 Specialties		26,030	\$26,030	\$2.17	ABS	10%	\$ 2,603	\$ 23,427	Submittals		5,000
52													
53	DIV 14	14 0000 CONVEYING SYSTEMS	0	124,000	\$124,000	\$10.33							0
54		14 2100 Elevators		124,000	\$124,000	\$10.33	KONE	80%	\$ 99,200	\$ 24,800	Submittals, Procurement		
55													
56	DIV 21	21 0000 FIRE SUPPRESSION	0	96,126	\$96,126	\$8.01							30,029
57		21 1000 Wet-Pipe Fire Sprinkler System		96,126	\$96,126	\$8.01	GRUNAU	20%	\$ 19,225	\$ 76,901	Submittals		30,029
58													
59	DIV 22	22 0000 PLUMBING	0	315,760	\$315,760	\$26.31							9,950
60		22 1000 Plumbing Systems		315,760	\$315,760	\$26.31	THARP	50%	\$ 157,880	\$ 157,880	Submittals, UG Work, Long Lead Procurement		9,950
61													

GMP

Kissimmee, FL
3/24/2023

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	MASTER FORMAT DIVISION	SPEC SECTION	DESCRIPTION OF WORK "GBA" SQFT	SITE	BUILDING 12,000	TOTAL 12,000	Cost per GBA 12,000	Potential Subcontractor	Percentage for Phase 1	Total for Phase 1	Total for Phase 2	Scope included in Phase 1	Comments	2ND FLOOR ALT 12,000
62	DIV 23	23 0000	HEATING VENTILATION & AIR CONDITIONING	0	627,800	\$627,800	\$52.32							124,400
63		23 1000	HVAC Systems		627,800	\$627,800	\$52.32	ENERGY AIR	70%	\$ 439,460	\$ 188,340	Submittals, Long Lead Procurement		124,400
64			Test and Balance			\$0	\$0.00							
65			Commissioning			\$0	\$0.00							
66	DIV 26	26 0000	ELECTRICAL	0	571,845	\$571,845	\$47.65							69,979
67		26 1000	Electrical Systems		446,000	\$446,000	\$37.17	TERRYS	60%	\$ 267,600	\$ 178,400	Submittals, UG Work, Long Lead Procurement		49,500
68		27 1000	Low Voltage Infrastructure		125,845	\$125,845	\$10.49	MILLER	10%	\$ 12,585	\$ 113,261	Submittals		20,479
69														
70	DIV 31	31 0000	SITE AND INFRASTRUCTURE	286,225	0	\$286,225	\$23.85							0
71		31 1000	Sitework & Utilities	286,225		\$286,225	\$23.85	CAMCOR	100%	\$ 286,225	\$ -	All scope		
72														
73	DIV 32 / 33	32 0000	HARDSCAPE, LANDSCAPE & IRRIGATION	40,918	0	\$40,918	\$3.41							0
74		32 1313	Sidewalks / Hardscape	In CIP Concrete		\$0	\$0.00			\$ -	\$ -			
75		32 9000	Landscape & Irrigation	40,918		\$40,918	\$3.41	WHITE OAKS	10%	\$ 4,092	\$ 36,826	Submittals		
76										\$ -	\$ -			
77			Cost of Work Subtotal	341,190	5,148,275	\$5,489,465	\$457.46			\$ 3,982,589	\$ 1,506,876			383,901
78	1.50%		SUBCONTRACTOR DEFAULT INSURANCE	5,118	77,224	\$82,342	\$6.86		71%	\$ 58,463	\$ 23,879			5,759
79			Subtotal	346,307	5,225,499	\$5,571,807	\$464.32			\$ 4,041,052	\$ 1,530,755			389,659
80	2.50%		CONTRACTOR CONTINGENCY	8,658	130,637	\$139,295	\$11.61		71%	\$ 98,900	\$ 40,396			9,741
81			Direct Cost of Work Subtotal	354,965	5,356,137	\$5,711,102	\$475.93			\$ 4,139,952	\$ 1,571,150			399,401
82	9.03%		GENERAL CONDITIONS	37,994	573,297	\$611,291	\$50.94		71%	\$ 434,017	\$ 177,274			0
83	1.04%		GENERAL LIABILITY	4,377	66,046	\$70,423	\$5.87		71%	\$ 50,000	\$ 20,423			4,449
84	0.83%		P & P BOND	3,493	52,710	\$56,203	\$4.68		71%	\$ 39,904	\$ 16,299			3,550
85	5.00%		FEE	20,041	302,410	\$322,451	\$26.87		71%	\$ 228,940	\$ 93,511			20,370
86			BUILDERS RISK INSURANCE	By Owner	By Owner	\$0	\$0.00			\$ -	\$ -			By Owner
87			BID AMOUNT	\$420,871	\$6,350,600	\$6,771,471	\$564.29			\$ 4,892,813	\$ 1,878,658			\$427,770

SCHEDULE 4 to the GMP ADDENDUM

Kissimmee City Hall Addition

Clarifications, Assumptions, Exclusions and Allowances

Qualifications and Assumptions

The following qualifications and assumptions of scope are included as part of this proposal submission:

GENERAL NOTES

1. Any delays in deliveries, unavailability of materials or equipment, labor shortages and/or cost escalation attributable to the Coronavirus outbreak or other similar epidemic, pandemic or public health emergencies will constitute compensable delays or change events. Balfour Beatty has included all costs to implement protocols for COVID 19 to execute the project. Balfour Beatty has not included unidentifiable items such as government, Owner or supplier shut down, etc. that cannot be anticipated.
2. Excludes Builder's Risk and Permit Fees. These quotes can be provided if needed.
3. This has been done in a 2 phased project at the request from the Owner. The funding for phase two needs to be incorporated in a CO to the Contractor by 10/18/2023. The breakout of the scope included by trade is stated in the GMP phasing plan. This phased plan will essentially delivery the building structure and some of the envelope but will not be able to get any final inspections without the phase 2 being completed.

DIVISION 1 – GENERAL REQUIREMENTS

1. Third Party Testing & Inspections – by Owner.
2. No Prevailing Wages Included (ie Davis-Bacon)
3. No E Verify Included
4. No dewatering included other than light storm water dewatering. Nothing included for elevator pit.
5. Some scopes require material deposits up front.

DIVISION 2 - DEMOLITION

1. Excludes Abatement of any kind.
2. Excludes handling and disposal of toxic or hazardous materials.

DIVISION 3 - CONCRETE

1. Existing foundation per note 4 on S101 is assumed as called out on the drawings.

DIVISION 5 - METALS

1. Standard SDAP Tiger-Drylac Powder is included for the aluminum scope

DIVISION 6 - MILLWORK

1. AWI Premium Construction is excluded, per RFIs. If required there will be an add of \$5,250

DIVISION 7 – THERMAL AND MOSISTURE PROTECTION

Fireproofing

1. Fireproofing on high roof decking and framing is excluded

DIVISION 8 – OPENINGS

DIVISION 9 - FINISHES

Framing & Drywall

1. Framing at furred exterior walls to be on top of rigid insulation as the 3.5" rigid will not fit inside the stud cavity of 1-5/8" stud
2. Level 4 finish at exposed gypsum

DIVISION 10 – SIGNAGE

1. We did not receive Bids for the Signage scope, therefore an Allowance of \$7,500 is carried for this scope

DIVISION 14 – ELEVATOR

1. Kone is included as it is basis of design and therefore will not require any changes in contract documents or any modifications of the elevator pit.
2. Kone is also your maintenance and the preferred contractor
3. The other proposal included a hydro elevator which was not per spec.
4. Ladder for the elevator pit is not shown and is excluded

DIVISION 21 – FIRE SUPPRESSION

1. There was no add / alt shown for the Fire Protection scope of work, an allowance of \$10,000 is being carried in the add/alt price.

DIVISION 22 – PLUMBING

1. Sump Pump is included as an allowance of \$10,000 as no specs were given
2. Recirculating Pump is not specified, an allowance of \$800 is carried
3. S-1 Sink is not specified, an allowance of \$500 is carried

DIVISION 23 – HVAC

DIVISION 26 - ELECTRICAL & FIRE ALARM

1. The generator is assumed as a roll up generator and is excluded from this pricing.
2. Fire alarm contractor is Florida Alarm Security Technologies

DIVISION 31 - CIVIL

1. S-11 is shown on the storm schedule but not shown on the plan view on C010 and is therefore excluded.

DIVISION 32 – LANDSCAPING

1. There is a cost included to resod the laydown yard after construction.
2. Mulch beds are assumed to be at a depth of 2"-3"

END OF QUALIFICATIONS AND EXCLUSIONS

GMP

Kissimmee, FL
3/24/2023

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2		01 1000	General Requirements											14,277
3			3rd Party Services											By Owner
4			CMT Testing / Water Testing / Waterproofing Consultant											By Owner
5			Threshold Inspections / Special Inspections											By Owner
6			ADA/FHA Consultant											By Owner
7			Project Permits and Impact Fees											By Owner
8			Subcontractor Related Permits											By Trades
9			Final Cleaning											In GRs
10			Dumpsters											In GRs
11			Surveying / Engineer											In GRs
12	DIV 2	02 0000	EXISTING CONDITIONS & DEMO											0
13		02 1000	Clear and Grub, Mass Grading & Soil Improvements											
14		02 4100	Selective Demolition											
15														
16	DIV 3	03 0000	CONCRETE											0
17		03 3100	Cast-In-Place Concrete											
18														
19	DIV 4	04 0000	MASONRY											0
20		04 2000	Unit Masonry											
21														
22	DIV 5	05 0000	METALS											0
23		05 1200	Structural Steel & Metal Fabrications											
24		05 5700	Ornamental Gate											
25		05 5700	Metal Canopies											
26		05 4000	Metal Trusses											
27			F & I of Metal Decking											
28														
29	DIV 6	06 0000	WOODS & PLASTICS											7,000
30		06 2000	Architectural Woodwork											7,000
31														
			14,047	229,952	\$243,999	\$20.33								
			14,047	211,952	\$225,999	\$18.83		77%	\$174,019.23	\$51,979.77				
			By Owner	By Owner	By Owner	By Owner								
			By Owner	By Owner	By Owner	By Owner								
			By Owner	By Owner	By Owner	By Owner								
			By Owner	By Owner	By Owner	By Owner								
			By Owner	By Owner	By Owner	By Owner								
			By Trades	By Trades	By Trades	By Trades								
				18,000	\$18,000	\$1.50		0%	\$ -	\$ 18,000	None		In GRs	
			In GRs	In GRs	In GRs	In GRs							In GRs	
			In GRs	In GRs	In GRs	In GRs							In GRs	
			0	12,500	\$12,500	\$1.04							0	
			In Civil		\$0	\$0.00								
				12,500	\$12,500	\$1.04	BB	100%	\$ 12,500	\$ -	All Scope			
			0	579,375	\$579,375	\$48.28							0	
			In Building	579,375	\$579,375	\$48.28	BNG	90%	\$ 521,438	\$ 57,938	All strucutral, sidewalks in P2			
			0	447,615	\$447,615	\$37.30							0	
				447,615	\$447,615	\$37.30	RON KENDALL	100%	\$ 447,615	\$ -	All sope			
			0	580,148	\$580,148	\$48.35							0	
				416,322	\$416,322	\$34.69	STEEL FABRICATORS	100%	\$ 416,322	\$ -	All scope			
				12,845	\$12,845	\$1.07	SUNDANCE	75%	\$ 9,634	\$ 3,211	Submittals, Procurement, Fabrication			
				25,134	\$25,134	\$2.09	SUNDANCE	75%	\$ 18,851	\$ 6,284	Submittals, Procurement, Fabrication			
				125,847	\$125,847	\$10.49	UNITED STRUCTURE	100%	\$ 125,847	\$ -	All Scope			
				In Above	\$0	\$0.00	UNITED STRUCTURE							
			0	35,000	\$35,000	\$2.92							7,000	
				35,000	\$35,000	\$2.92	D & R	25%	\$ 8,750	\$ 26,250	Submittals		7,000	

GMP

Kissimmee, FL
3/24/2023

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GMP

Kissimmee, FL
3/24/2023

				\$420,871	\$6,350,600	\$6,771,471	\$564.29							\$427,770
	MASTER FORMAT DIVISION	SPEC SECTION	DESCRIPTION OF WORK "GBA" SQFT	SITE	BUILDING 12,000	TOTAL 12,000	Cost per GBA 12,000	Potential Subcontractor	Percentage for Phase 1	Total for Phase 1	Total for Phase 2	Scope included in Phase 1	Comments	2ND FLOOR ALT 12,000
62	DIV 23	23 0000	HEATING VENTILATION & AIR CONDITIONING	0	627,800	\$627,800	\$52.32							124,400
63		23 1000	HVAC Systems		627,800	\$627,800	\$52.32	ENERGY AIR	70%	\$ 439,460	\$ 188,340	Submittals, Long Lead Procurement		124,400
64			Test and Balance			\$0	\$0.00							
65			Commissioning			\$0	\$0.00							
66	DIV 26	26 0000	ELECTRICAL	0	571,845	\$571,845	\$47.65							69,979
67		26 1000	Electrical Systems		446,000	\$446,000	\$37.17	TERRYS	60%	\$ 267,600	\$ 178,400	Submittals, UG Work, Long Lead Procurement		49,500
68		27 1000	Low Voltage Infrastructure		125,845	\$125,845	\$10.49	MILLER	10%	\$ 12,585	\$ 113,261	Submittals		20,479
69														
70	DIV 31	31 0000	SITE AND INFRASTRUCTURE	286,225	0	\$286,225	\$23.85							0
71		31 1000	Sitework & Utilities	286,225		\$286,225	\$23.85	CAMCOR	100%	\$ 286,225	\$ -	All scope		
72														
73	DIV 32 / 33	32 0000	HARDSCAPE, LANDSCAPE & IRRIGATION	40,918	0	\$40,918	\$3.41							0
74		32 1313	Sidewalks / Hardscape	In CIP Concrete		\$0	\$0.00			\$ -	\$ -			
75		32 9000	Landscape & Irrigation	40,918		\$40,918	\$3.41	WHITE OAKS	10%	\$ 4,092	\$ 36,826	Submittals		
76										\$ -	\$ -			
77			Cost of Work Subtotal	341,190	5,148,275	\$5,489,465	\$457.46			\$ 3,982,589	\$ 1,506,876			383,901
78	1.50%		SUBCONTRACTOR DEFAULT INSURANCE	5,118	77,224	\$82,342	\$6.86		71%	\$ 58,463	\$ 23,879			5,759
79			Subtotal	346,307	5,225,499	\$5,571,807	\$464.32			\$ 4,041,052	\$ 1,530,755			389,659
80	2.50%		CONTRACTOR CONTINGENCY	8,658	130,637	\$139,295	\$11.61		71%	\$ 98,900	\$ 40,396			9,741
81			Direct Cost of Work Subtotal	354,965	5,356,137	\$5,711,102	\$475.93			\$ 4,139,952	\$ 1,571,150			399,401
82	9.03%		GENERAL CONDITIONS	37,994	573,297	\$611,291	\$50.94		71%	\$ 434,017	\$ 177,274			0
83	1.04%		GENERAL LIABILITY	4,377	66,046	\$70,423	\$5.87		71%	\$ 50,000	\$ 20,423			4,449
84	0.83%		P & P BOND	3,493	52,710	\$56,203	\$4.68		71%	\$ 39,904	\$ 16,299			3,550
85	5.00%		FEE	20,041	302,410	\$322,451	\$26.87		71%	\$ 228,940	\$ 93,511			20,370
86			BUILDERS RISK INSURANCE	By Owner	By Owner	\$0	\$0.00			\$ -	\$ -			By Owner
87			BID AMOUNT	\$420,871	\$6,350,600	\$6,771,471	\$564.29			\$ 4,892,813	\$ 1,878,658			\$427,770

ITEM 7.J

Approval to Purchase a Dump Truck for the Public Works Department Street and Stormwater Division

Request

Public Works requests approval to purchase a Kenworth T880 dump truck from Florida Kenworth LLC. in the amount of \$194,384.

Explanation

Stormwater Operations requests to purchase a Kenworth T880 dump truck to replace a 2006 Kenworth T800 dump truck. Dump trucks are vital to the maintenance and operations of the division; they are used to haul vegetative material, sediment and trash from City maintained ponds and ditches. The Public Works department is often required to perform demolition of buildings and/or structures where it is required to haul construction and debris materials. This truck is also necessary for emergency events. Florida Kenworth LLC. is offering to accept DR68, a 2006 Kenworth T800B as a trade-in valuing at \$40,000. Kenworth would like to offer an additional discount to display this truck with other entities in the amount of \$6,000.

The Fleet Maintenance division has reviewed the purchase in order to ensure compatibility and conformance to City standards. Procurement has also reviewed specifications to allow for competitive/comparative pricing via the Florida Sheriffs Association Contract, FSA22-VEH20.0.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945506-506494	SW2112	Decrease	\$24,384	
40945506-506494	SW2324	Increase	\$24,384	
40945506-506494	SW2324		\$170,000	\$194,384

Financial Summary:

Sufficient funds are available in the Stormwater Utility Fund in Project SW2324 Dump Truck after a transfer from Project SW2112.

Recommendation

Staff recommends approval to purchase a new T880 Kenworth dump truck with listed options from Florida Kenworth LLC. for \$194,384.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Sales Order City Of Kiss Dump Revised 3-20-23 DR68
2. 2024 City Of Kissimmee Dump Truck Bid Trade



Florida Kenworth LLC.

City of Kissimmee
2213 W. Mabbette Street
Kissimmee FL. 34741

Prepared for: Matt Schmidt

1800 N. Orange Blossom Trail
Orlando, FL 32804
407-669-8359
Jason Upperco

Florida Sheriffs Contract

FSA22VEH20.0

Item # 109 - 52,000lb Truck
(1) Kenworth T880
Tri Axle Dump Truck

Code	Bid Specification – Options	Price	Extension
Item 109 Base Truck	2024 Kenworth T880 truck	138,519.00	138,519.00
130321	X15L-450V hp 1650 ft/lb Must Upgrade Trans, Fan, Comp.	6,785.00	6,785.00
2016158	Allison 4500RDS 6 spd With PTO Provision	28,543.00	28,543.00
66K GVW	66K GVW Pkg: 20K FA, 46K RA, Suspension, Dbl Frame	14,744.00	14,744.00
3511420	Driver Controlled Wheel Locks: (2) axles	2,810.00	2,810.00
3808119	Steerable Lift Axle :13,200 lb (Req 66 GVW Pkg)	13,042.00	13,042.00
8850823	Hood Mounted Mirror Left and Right side 239.00 each x2	478.00	478.00
8890135	Exterior stainless steel sunvisor	898.00	898.00
CUSTOM BDY	R/S Godwin CS Series dump body, City Spec.	32,501.00	32,501.00
Options Included but not listed on FSA22-VEH20.0			
1291944	Single Lower Chrome Exhaust Elbow	235.00	235.00
6710080	Two rams horn open rear tow hooks	119.00	119.00
7889061	Polished stainless steel tank straps	87.00	87.00
8222712	Gauge: fuel filter restriction gauge	135.00	135.00
8225658	Gauge : Axle oil temperature gauge	215.00	215.00
8699926	CB installaton kit: Center Mount of header	288.00	288.00
8841618	Dual reactangular air horn 23 in LH &RH top of roof	248.00	248.00
9042542	Fog light: with clear lens, (no rock screens)	448.00	448.00
9052011	Dual flush Floodlights	142.00	142.00
9101219	Air Dryer, Bendix AD-HF Extended Purge Heater	147.00	147.00
TEMP TAG	Temporary Tag	included	included
NEWTAG	New County Tag 5 Keys Included	included	included
DISCOUNT	POTENTIAL CUSTOMER / SHOW / DISPLAY	(6,000.00)	(6,000.00)
Trade	DR68 06 Kenworth T800B VIN# 1NKDXUEX77J176752	(40,000.00)	(40,000.00)
 			
Note: All Options	Include Florida Sheriffs Admin Fee		
Reference:	Kenworth Specifications – QUO-933374-V9W0N5		
Total Price		\$ 194,384.00	\$ 194,384.00



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

NOTICE OF FINAL AWARD FSA22-VEH20.0: Heavy Trucks and Buses

Date: October 1, 2022

To: All Bidders and Purchasers

From: Steve Casey, Executive Director
Sarrah Glassner, Deputy Executive Director of Administration
Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Award for Contract FSA22-VEH20.0: Heavy Trucks and Buses

We are pleased to announce that the Florida Sheriffs Association (FSA) has successfully completed its 20th year of the cooperative purchasing contract for heavy trucks and buses. The FSA is issuing a Notice of Award for the contract, that will be effective from October 1, 2022, through September 30, 2023. This year's bid included 152 items offering tactical armored vehicles, conventional and electric buses, refuse trucks, mobile command units, cab and chassis trucks.

The competitive process for this award began in April 2022, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products. An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On April 22, 2022, a direct notification was sent to 753 prospective bidders to participate in a voluntary bidder workshop and to register for bid qualification. The three-month ITB advertisement resulted in 79 pre-bid attendees or waivers. Of these respondents, 33 submitted bids and 29 qualified.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Trucks:

1. Alan Jay Chevrolet Buick GMC Cadillac
2. Alan Jay Chrysler Jeep Dodge of Wauchula
3. Asbury Automotive Group DBA: DBA: Courtesy Chrysler, Jeep Dodge
4. Bozard Ford
5. BYD Motors
6. Coggin Buick GMC
7. Coggin Chevrolet
8. Container Systems & Equipment Co., Inc.
9. DeLand Truck Center
10. Duval Chevrolet
11. Duval Ford
12. Four Star Freightliner
13. Garber Chevrolet Buick GMC, Inc.
14. Garber Chrysler Dodge Truck, Inc.
15. General GMC Truck Sales & Service, Inc.
16. Florida Kenworth LLC.
17. Kenworth of Jacksonville
18. Kenworth of South Florida
19. Maudlin International Trucks
20. Nextran
21. Orlando Freightliner
22. Palm Fire Rescue Group DBA: Palm Peterbilt Truck Centers
23. Palmetto Ford Truck Sales, Inc.
24. Rechtien International Trucks, Inc.
25. Rush Truck Centers of Florida
26. SBL Freightliner, LLC.
27. Stingray Chevrolet
28. Sun State International Trucks, LLC.
29. Tampa Truck Center
30. Ten-8 Fire Equipment, Inc.
31. The Broyhill Manufacturing Company
32. Truckmax Isuzu
33. Truckmax, Inc



Code	Option	FSA PRICE
ENGINES UPGRADES & OPTIONS		
0701205	Paccar MX13 485HP 1650 lb/ft (Must Upgrade Trans)	\$947
0701206	Paccar MX-510hp 1850 ft/lb (Must Upgrade Trans)	\$1,692
130321	X15L-450V hp 1650 ft/lb (Must Upgrade Trans, Fan, Compressor)	\$6,785
130304	X15L-470V hp 1750 ft/lb (Must Upgrade Trans, Fan, Compressor)	\$8,148
130307	X15L-500V hp 1850 ft/lb (Must Upgrade Trans, Fan, Compressor)	\$9,215
1123556	Cooling Module: 1330 sq.in. Clog Resistant Radiator	\$1,104
1247019	Exhaust: Single Horizontal CNG Catalyst	\$23,725
1811276	Alternator: Leece Neville 270amp alternator	\$1,226
1812451	Alternator: Delco 40SI 320 amp Brushless	\$1,286
1821275	Batteries: 3 AGM 2775 CCA	\$400
6405000	In-cab steel battery box: under rider seat, includes AGM batteries (3)	\$562
1840006	Battery disconnect switches 2	\$381
TRANSMISSION OPTIONS		
2058372	Trans: RT0-16908LL 10 speed	\$1,050
2058446	Trans: RTL0-16913A	\$3,532
2058601	PACCAR 12 spd 14F112C w/trac cont	\$4,609
2058610	PACCAR 18 spd TX-18PRO - PXDP-16F118D	\$15,504
2011205	Allison 3000RDS 6 spd With PTO Provision	\$11,118
2011232	Allison 3500RDS 6 spd With PTO Provision	\$11,873
2016154	Allison 4000RDS	\$26,623
2016158	Allison 4500RDS 6 spd With PTO Provision	\$28,543
Telma	Telma Retarder	\$17,178
GVW UPGRADE PACKAGES		
3142161/3749209	58,000 GVW Pkg: Includes 46K Rear Axle & Chalmers Suspension	\$8,209
66K GVW	66K GVW Pkg: 20K FA, 46K RA, Suspension, DBL Frame, Steering, Front Tires	\$14,744
CNG PACKAGES & TANK OPTIONS		
T880 Model CNG Packages		
Does Not Include CNG Tanks		
CNG X12N400 4500RDSPKG	CNG - ISX12N 400hp 1450ft/lb With Allison 4500RDS	\$81,834
CNG X12N400 ENGPKG	CNG - ISX12N 400hp 1450ft/lb Engine, CNG Prep, CNG Exhaust	\$44,412
CNG L9N 3000RDSPKG	CNG - L9N 320hp With Allison 3000RDS	\$45,821
Page 1		

Florida Kenworth, LLC

www.FloridaKenworth.com

FSA22-VEH20.0

KENWORTH T880

52K GVW TRUCK

Pricing Discounts Range from 3% - 28% below MSRP



Code	Option	FSA PRICE
CNG Tank Packages		
	<i>Hexagon Agility</i>	
CNGTNKS 80DGE	CNG Tanks 80 DGE Back Of Cab	\$39,936
CNGTNKS 90DGE	CNG Tanks 90 DGE Dual 45 Rail Mounted	\$43,851
CNGTNKS 106DGE	CNG Tanks 106 DGE Back Of Cab	\$49,705
CNGTNKS 120DGE	CNG Tanks 120 DGE Dual 60 Rail Mounted	\$56,594
8229005	Methane Detection System For Natural Gas	\$1,620
FRAME / CHASSIS / SUSPENSION OPTIONS		
6141200 / 6056600	Double Frame: steel insert inc 10 3/4" steel Main frame upgrade	\$1,943
7216090/722019	Dual 90 gal alum fuel tanks w/23.8 gal DEF Tank	\$2,213
T880 FACTORY 6X6		
2588020 / 2328245	T880 6X6 Option Includes FABCO 2 spd Transfer Case TC-142 / Marmon Front Axle (MT22)	\$84,351
Landfill Shuttle Upfit PKG	Landfill Shuttle Pkg - Custom Cat Walk, Wet Kit, Fifth Wheel	\$47,334
14.6K FA PKG	Front Axle: 14,600 lb incl Brakes/ Springs / Steering / Tires	\$2,647
16K FA PKG	Front Axle: 16,000 lb incl Brakes/ Springs / Steering / Tires	\$7,413
20K FA PKG	Front Axle: 20,000 lb incl Brakes/ Springs / Steering / Tires	\$9,384
46K RA PKG	Rear Axle: 46,000 lb Includes 46K Brakes & Drums & 16Ply Tires	\$3,256
3511420	Driver Controlled Wheel Locks: (2) axles	\$2,810
40K AR	Rear Suspension: 40,000 lb air ride w/ dual level valve	\$1,572
46K NW AR	Rear Susp: 46k Air Ride Neway w/ dual level valve	\$7,861
46K KW AG	Kenworth Airglide 460 46K 54 in. axle spacing w/ dual level valve	\$3,941
3749201 / 3832026	Rear Susp: 46k Chalmers w/shocks	\$3,187
3808119	Steerable Lift Axle: 13,200 lb (Req 66K GVW Pkg)	\$13,042
3808025	Non-Steerable Lift Axle: Pshr 20k (Req 66K GVW Pkg)	\$14,339
3808802	Steerable Lift Axle: 20,000 lb (Req 66K GVW Pkg)	\$16,775
TIRE / WHEEL OPTIONS		
5242367/4238678	Rear Tires: 315R / 22.5 Tires & Steel Wheels	\$4,029
5242367/4238810	Rear Tires: 12R-22.5 Tires & Steel Wheels	\$2,857
5245265	Front / Rear Aluminum Wheels (10)	\$2,245
CAB / SAFETY OPTIONS		
8850823	Hood mounted mirror each	\$239
8480066	2 passenger bench seat	\$485
8460196	I/B w/ Dura-cloth material - Air Ride Passenger Seat	\$342
8890135	Exterior stainless steel sunvisor	\$898
8412810 / 8489912	NFPA Compliance Compliance Seats, Seat occupancy sensors & VDR Harness	\$1,125
Page #2		



FSA22-VEH20.0
KENWORTH T880
52K GVW TRUCK

Pricing Discounts Range from 3% - 28% below MSRP

Code	Option	FSA PRICE
CAB / SAFETY OPTIONS (CONTINUED)		
BUC	Back up Camera - Wireless	\$2,963
Brigade BUC	Brigade Back Up Camera System	\$2,470
Brigade 360	Brigade Back Up Camera System with 360 System	\$5,440
Brigade BackSense	Brigade Back Up Camera System with BackSense Radar	\$3,077
TPMS	Dealer Installed TPMS System (includes 10 tire sensors)	\$1,727
9080141	Amber Beacon Lamp: Dual strobe, 12V centered over cab	\$1,003
AWLED	(6) Amber LED Strobe Lights 4 Corner & 2 Side Mount (Whelen)	\$2,340
LED2	(2) Amber / Amber White Surface Mtd LED Strobes (Per Pair)	\$551
AutoLube	Auto Lube For Refuse Bodies	\$10,400
DAFO	Fire Suppression System	\$8,986
9490206 / 9490404	Cab Fire Extinguisher & Safety Triangles	\$181
DUMP BODIES (Body quotes Valid for 90 days)		
12yd dmp	13/14yd Basic Dump body w/hotshift & Tarp System 14ft with 1/4" Plate Floor	\$22,623
18yd dmp	17/19yd Basic Dump body w/hotshift & Tarp System 16ft with 1/4" Plate Floor	\$25,891
Stampede 16	16' Ox Stampede Dump Body with PTO for Allison	\$39,578
Maverick 16	16' Ox Maverick Dump Body with PTO for Allison	\$25,891
16CONTD	16' Contractor dump 14" Sides w/grd contrl tarp Allison PTO	\$24,976
16 Trash Dump	16' Trash Dump including 48" sides, double barn door tailgate	\$29,389
TOOLBOX48	Under body tool boxes - 18x18x48 steel	\$1,097
TOOLBOX24	Under body tool boxes - 18x18x24 steel	\$879
PINTLE 40T	40ton Pintle Hitch Includes Factory Gladhands & Seven-way Trailer Plug	\$3,596
9110020	Full truck kit: Gladhands & Seven-way Trailer Plug	\$768
FLAT BEDS / TANKER TRUCKS / FUEL BODIES (Body quotes Valid for 90 days)		
16FLAT	16' Flat Bed Body Bulkhead, Non-Skid Deck Coating, DOT Lighting	\$13,609
18FLAT	18' Flat Bed Body Bulkhead, Non-Skid Deck Coating, DOT Lighting	\$15,165
22FLAT	22' Flat Bed Body Bulkhead, Non-Skid Deck Coating, DOT Lighting	\$15,943
24FLAT	24' Flat Bed Body Bulkhead, Non-Skid Deck Coating, DOT Lighting	\$16,720
CUSTOM	Custom Designed Bodies Available at Cost + 5% Including Fees	

FSA22-VEH20.0
KENWORTH T880
52K GVW TRUCK

Pricing Discounts Range from 3% - 28% below MSRP



Code	Option	FSA PRICE
GRAPPLE LOADERS & BODIES (Body quotes Valid for 90 days)		
Atlas Grapple	Petersen AL-1 Atlas Grapple w/ 40yd dump (Base Unit Upgrade Options Avail)	\$150,008
CUSTOM	Custom Designed Bodies Available at Cost + 5% Including Fees	
REFUSE BODIES (Body quotes Valid for 90 days)		
HEIL DP5000 REL	Heil DP5000 25yd REL	\$109,530
HEIL Recycler REL	Heil 60/40 Split Recycler Rear Loader 25yd	\$215,331
Bayne CT	Bayne Cart Tipper each	\$7,032
EZ G400 REL	E-Z Pack Goliath G400 25yd Rear Loader	\$127,054
EZ G300 REL	E-Z Pack Goliath G300 25yd Rear Loader	\$116,367
MCN REL 25	McNeilus Heavy Duty 25yd Rear Load With Options	\$149,645
MCN REL 32	McNeilus Heavy Duty 32yd Rear Load With Options	\$145,293
NEWWAY REL	NewWay King Cobra 25yd REL	\$110,347
CUSTOM	Custom Designed Bodies Available at Cost + 5% Including Fees	
Roll Off Hoist (Body quotes Valid for 90 days)		
GALBREATH AFOR174	Roll Off: Galbreath AF-0R-174 60k w/Pioneer tarp	\$72,201
GALBREATH U5OR174	Change to U5-0R-174 60k w/Pioneer, no factory pusher axle available	\$68,923
Stellar 65-174	Stellar 65-174 Hook Lift Inc Tarp System	\$102,895
Extended Warranty Options		
KENWORTH BASE VEHICLE EXTENDED WARRANTY		
9202808	Kenworth Basic Vehicle 5 Year 100K Miles	\$2,820
9202810	Kenworth Basic Vehicle 5 Year 300K Miles	\$6,260
9202878	Kenworth Towing for Warrantable Failures 5YR UNL	\$2,290
CNG ENGINE EXTENDED WARRANTY		
9206558	Warranty: ISX12N 5yr/200k PP1	\$2,400
DIESEL ENGINE EXTENDED WARRANTY		
9208379 / 9208405	Cummins Protect Plan 1 X15 5 Year/100,000 mi Inc Aftertreatment Warranty	\$2,315
9208320 / 9208406	Cummins Protect Plan 1 X15 5 Year/200,000 mi Inc Aftertreatment Warranty	\$2,780
9208431 / 9208405	Cummins Protect Plan1 X15 Travel/Tow 5 Year/100K mi Inc Aftertreatment Wty	\$3,115
9208432 / 9208406	Cummins Protect Plan1 X15 Travel/Tow 5 Year/200K mi Inc Aftertreatment Wty	\$3,580
9207106/9207181	MX Premium Engine 5yr/100K mile Includes Aftertreatment Warranty	\$3,790
ALLISON TRANSMISSION EXTENDED WARRANTY		
ALLISON5YR	Allison 5yr/unlimited-Refuse	\$1,784
Page #4		

FSA22-VEH20.0
KENWORTH T880
52K GVW TRUCK

Pricing Discounts Range from 3% - 28% below MSRP

Code	Option	FSA PRICE
DISCOUNTS / CHASSIS ONLY		
MULTI	Multiple Truck Purchase Discounts Available - Discuss With Dealer	
Discount %	Pricing Discounts Range from 3% - 28% below MSRP	
05UNP	Unpublished Bodies - Non Factory Options Available at Cost + 5% including fees	
Chassis Only	Chassis Only Purchase / Non Dealer Provided Body Upfit - Chassis includes delivery to one destination within the Continental US, which is to be specified in writing on the Purchase Order by purchasing municipality. Municipality assumes ownership & responsibility for the Chassis upon that delivery. Chassis must be Paid for within 45 Days of delivery to the designated destination. Further Delivery / Freight and Upfit costs are responsibility of municipality. Dealer will make efforts to coordinate truck configuration with chosen upfitter however Florida Kenworth, LLC. assumes no responsibility for chassis and Upfit Compatibility.	
TAG - WARRANTY		
TEMP TAG	Temporary Tag	INCLUDED
TRANSFER	Transfer tag	INCLUDED
NEWTAG	New tag: state / city / county	INCLUDED



Bid Award

Contract: FSA22-VEH20.0, Heavy Trucks & Buses

Group: CAB AND CHASSIS TRUCKS: 52,000 LB GVWR TRUCK 4X6

Item: 109, Kenworth, T880, T880

Zone	Rank	Vendor	Price	Percent:
Western	Primary	Florida Kenworth, LLC Kenworth of Jacksonville	\$138,519.00	0.00%
	Alternate		\$139,527.00	0.00%
Northern	Primary	Florida Kenworth, LLC Kenworth of Jacksonville	\$138,519.00	0.00%
	Alternate		\$139,277.00	0.00%
Central	Primary	Florida Kenworth, LLC	\$138,519.00	0.00%
Southern	Primary	Florida Kenworth, LLC	\$138,519.00	0.00%



Florida Kenworth LLC.

City of Kissimmee
2213 W. Mabbette Street
Kissimmee FL. 34741

Prepared for: Matt Schmidt

1800 N. Orange Blossom Trail
Orlando, FL 32804
407-669-8359
Jason Upperco

Florida Sheriffs Contract FSA22VEH20.0

Item # 109 - 52,000lb Truck
(1) Kenworth T880
Tri Axle Dump Truck

Code	Bid Specification – Options	Price	Extension
Item 109 Base Truck	2024 Kenworth T880 truck	138,519.00	138,519.00
130321	X15L-450V hp 1650 ft/lb Must Upgrade Trans, Fan, Comp.	6,785.00	6,785.00
2016158	Allison 4500RDS 6 spd With PTO Provision	28,543.00	28,543.00
66K GVW	66K GVW Pkg: 20K FA, 46K RA, Suspension, Dbl Frame	14,744.00	14,744.00
3511420	Driver Controlled Wheel Locks: (2) axles	2,810.00	2,810.00
3808119	Steerable Lift Axle :13,200 lb (Req 66 GVW Pkg)	13,042.00	13,042.00
8850823	Hood Mounted Mirror Left and Right side 239.00 each x2	478.00	478.00
8890135	Exterior stainless steel sunvisor	898.00	898.00
CUSTOM BDY	R/S Godwin CS Series dump body, City Spec.	32,501.00	32,501.00
Options Included but not listed on FSA22-VEH20.0			
1291944	Single Lower Chrome Exhaust Elbow	235.00	235.00
6710080	Two rams horn open rear tow hooks	119.00	119.00
7889061	Polished stainless steel tank straps	87.00	87.00
8222712	Gauge: fuel filter restriction gauge	135.00	135.00
8225658	Gauge : Axle oil temperature gauge	215.00	215.00
8699926	CB installaton kit: Center Mount of header	288.00	288.00
8841618	Dual reactangular air horn 23 in LH &RH top of roof	248.00	248.00
9042542	Fog light: with clear lens, (no rock screens)	448.00	448.00
9052011	Dual flush Floodlights	142.00	142.00
9101219	Air Dryer, Bendix AD-HF Extended Purge Heater	147.00	147.00
TEMP TAG	Temporary Tag	included	included
NEWTAG	New County Tag	included	included
Trade	5 Keys Included	(40,000.00)	(40,000.00)
 FSA AWARDED CONTRACT flsheriffs.org 850-877-2165 cpp@flsheriffs.org			
Note: All Options	Include Florida Sheriffs Admin Fee		
Reference:	Kenworth Specifications – QUO-933374-V9W0N5		
Total Price		\$ 200,384.00	\$ 200,384.00



FLORIDA KENWORTH - ORLANDO (M490)
1800 NORTH ORANGE BLOSSOM TRAIL
ORLANDO, Florida 32854

CITY OF KISSIMMEE
2213 W MABBETTE ST
KISSIMMEE, Florida 34741
United States of America

Jason Upperco
Cell Phone: 321-297-7774
Office Phone: 407-425-3170
Email: jason.upperco@csmttruck.com

Matt Schmidt
Email: matt.schmidt@kissimmee.gov

Vehicle Summary

Unit		Chassis	
Model:	T880 Series Conventional	Fr Axle Load (lbs):	20000
Type:	FULL TRUCK	Rr Axle Load (lbs):	46000
Description 1:	FSA 2024 Kenworth Dump	G.C.W. (lbs):	79500
Description 2:	R&S Body Blue		
Application		Road Conditions:	
Intended Serv.:	Construction: Vehicles used in the cons	Class A (Highway)	15
Commodity:	Gravel/crushed rock/sand.	Class B (Hwy/Mtn)	75
Body		Class C (Off-Hwy)	10
Type:	Flatbed.	Class D (Off-Road)	0
Length (ft):	16	Maximum Grade:	8
Height (ft):	13	Wheelbase (in):	213
Max Laden Weight (lbs):	5000	Overhang (in):	57
Trailer		Fr Axle to BOC (in):	74
No. of Trailer Axles:	0	Cab to Axle (in):	139
Type:		Cab to EOF (in):	196
Length (ft):	0	Overall Comb. Length (in):	318.5
Height (ft):	0	Special Req.	
Kingpin Inset (in):	0	U.S. Domestic registry, 50-state.	
Corner Radius (in):	0		
Restrictions			
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	Weight
Model			
0000810	S	T880 Series Conventional	15,549
0070060	S	T880	0
0072000	O	Chassis operation will not incl. stationary application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0
0080055	O	CARB Idle Emissions Reduction - Cummins	0
0080075	U	Dealer/Customer declines engine w/CARB Idle	0
0090000	S	Non-Sleeper w/rear axle capacity less than 59K.	0
0098409	O	State of Registry: Florida	0
Engine & Equipment			
0130321	O	X15 450V 450@2000 1650@950 2021 with Intebrake, Productivity Series N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (C334 N09360 C400 252...Reserve Speed Function Reset N09200 C399 120...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (C40 N09220 C402 0.....Expiration Distance (C402) N09540 C395 0.....Expiration Distance (C395) N09260 C121 65....Maximum Accelerator Pedal Ve N09440 C234 YES...Engine Protection Shutdown (N09460 C231 NO....Gear Down Protection (C231) N09580 C133 5.....Timer Setting (C133) N09680 C233 NO....Idle Shutdown Manual Overrul N09480 C132 1400..Max PTO Speed (C132) N09300 C128 65....Maximum Cruise Speed (C128) N09500 C239 NO....Cruise Control Auto Resume (N09520 C238 NO....Auto Engine Brake in Cruise N09240 C209 120...Hard Maximum Speed Limit (C2 N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold (C206) N09560 C225 YES...Enable Idle Shutdown Park Br	465
1000046	O	EPA Emissions Warranty Engine	0

Sales Code	Std/ Opt	Description	Weight
1000151	S	PremierSpec	0
1000243	O	Gearing Analysis: Performance power before economy results.	0
1000254	O	Customer's Typical Operating Spd: 65 mph.	0
1000684	O	Effective VSL Setting NA	0
1000858	O	Engine Idle Shutdown Timer Disabled	0
1000859	O	Enable EIST Ambient Temp Overrule	0
1000891	O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0
1002080	O	Air compressor: Cummins 18.7 CFM, Naturally Aspirated for Cummins X15 engines	0
1051200	S	Air Cleaner: composite firewall mounted PACCAR or Cummins engines	0
1099080	O	Pre-cleaner mounted in the hood plenum	0
1105220	O	Fan Hub: Horton 2-Speed for X15	0
1123555	S	Cooling module: 1330 square inches. Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant.	0
1160208	O	Radiator bug screen mounted between hood & grille.	2
1247234	S	EXH: 2021 RH Under DPF/SCR with RH SOC Vertical tailpipe. Not 2.1m high roof sleepers	0
1290136	S	Tailpipe: 5 in. single 36 in. 45 degree curved.	0
1291944	O	Single Lower Chrome Exhaust Elbow	0
1321110	O	Fuel Filter:PACCAR Extended Service Interval Fuel/Water Separator, 2017 and Later Emissions	0
1321205	S	Run Aid:Fuel Heat *For Fuel Filter	0
1321305	S	Start Aid:12V Heat *For Fuel Filter	0
1500029	O	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	6
1816260	O	Alternator: PACCAR 160 amp, brush type	0
1821210	S	Batteries: 3 PACCAR GP31 threaded post (700-730) 2100-2190 CCA dual purpose.	0

Sales Code	Std/ Opt	Description	Weight
1836103	O	PACCAR Premium 12V Starter W/ Cummins X15 Engines PACCAR 12 volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system with circuit protection circuits number & color coded.	0
1840005	O	Battery disconnect switches 2, mounted on battery box.	2
1840065	S	12V low voltage disconnect for starter battery protection.	0
1901018	O	Remote PTO/Throttle, 12-Pin, 250K, Back of Cab OR Back of Sleeper, J1939, Remote Control Provision	0

Transmission & Clutch

2016158	O	Transmission: Allison 4500RDS 6-speed w/o retarder, w/PTO provision. 5th generation. For vocational applications. Includes shift control, transmission oil temperature gauge, oil level sensor & heat exchanger. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	478
2406453	O	Driveline: 2 Dana SPL250XL 1 centerbearing Low maintenance offering from Spicer. On-highway 350K mi first service interval, 100K mi subsequent service interval on U-joint, splines lubed for life, quick disconnect end caps.	83
2410018	O	Torque converter included w/Allison Transmission.	0
2410114	O	Left hand Pto access, right hand dip stick tube Allison 3000 series only.	0
2410151	O	Pushbutton control center console mounted. Class 8 with Allison Transmission.	0
2410204	O	Allison Fuel Sense: Delete	0
2410244	O	J1939 Park Brake Auto Neutral	0
2410310	O	Allison Neutral at Stop	0
2410571	U	TORQUE CONVERTER:TC571 F/4000 SERIES <i>Narr TORQUE CONVERTER:TC571 F/4000 SERIES</i>	0
2429378	O	Customer installed transmission PTO in the LH Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0

Front Axle & Equipment

2517020	O	Meritor MFS20 Front Axle rated 20K 3.5 in. drop, standard track.	-7
2621078	O	Front Brakes: 22K Bendix ES S-cam 16.5x6 in.	-46
2690035	O	Front Brake Drum: 22,000 lbs. 16-1/2x6 in. Cast.	104
2702023	O	Front Hubs Iron hub pilot 23,000 lbs. 10 Bolt 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.	80
2741970	S	ConMet PreSet Plus Hub package; front axle.	0

Sales Code	Std/ Opt	Description	Weight
2750001	S	Hubcap: front vented.	0
2765001	O	Front Auto Slack Adjuster.	0
2866020	S	Front Springs: Taperleaf 20K w/ shock absorbers w/ maintenance-free elastomer spring pin bushings. Standard with rubber pins except for C500 which has threaded pins. Not available on W900L. W900B use 2866021.	0
2895302	S	Dual power steering gear: 16-22K Sheppard HD94. Heavy duty. Not for use on T3.	0
2899336	S	Power Steering Cooler:Radiator Mounted Air-to-Oil	0
Rear Axle & Equipment			
3142160	S	Dual Meritor RT46-160 rear axle rated at 46K. Tandem rear axles.	0
3200456	O	Rear Axle Ratio - 4.56.	0
3334004	S	Dual Rear Brakes 16-1/2x7 in. to 46K; Bendix ES-extended service S-cam.	0
3392005	S	Dual Rear Brake Drums: cast.	0
3407050	S	Dual Rear Hubs: Aluminum hub pilot 46K 11-1/4 in. bolt circle.	0
3441972	S	ConMet PreSet Plus Hub package; dual rear axle.	0
3465002	S	Dual Rear axle automatic slack adjusters.	0
3485209	O	Spring Brake: 3030 high output dual.	0
3495226	O	Bendix 4S/4M anti-lock brake system.	0
3500006	O	Inverted chambers for 16-1/2 x 7 in. brakes; Replaces standard mount w/ higher mount.	0
3500057	O	Interaxle Driveline: 1 Dana SPL170XL Tandem Rear Axles Only	-2
3511420	O	Driver Controlled Differential Lock (Crosslock) for Meritor Axles 40K to 52K forward rear & rear rear axle. Under Speed Interlock is standard on T680.	39
3749209	O	Rear suspension: Tandem Chalmers 854-46-H 46K. 54 in. axle spacing. Unladen Height: 12.5 in. Laden Height: 10.1 in. Standard restrictor can.	226
3808119	O	1 Steerable Pusher: Watson Chalin Tru Track 13.5K SL1190SSR Alumilite; includes axle.	1,271
3820036	O	1 Steerable Pusher Brakes: Bendix Non-RSD 15x4 Use with 13.5K axle.	0
3820523	O	1 Steerable Pusher brake drum 15x4 for use with 13.5K axle.	0
3821121	O	1 Steerable pusher hubs aluminum hub pilot for use with 13.5K axle.	0

Sales Code	Std/ Opt	Description	Weight
3825047	O	Steerable pusher: optional dustshields.	6
3828339	O	Pusher or Tag: gauge/switch dash-mounted; gauge and pressure regulator mounted left of driver.	0
3830145	O	Delete standard heavy-duty air springs for rear suspension.	-28
3832026	O	Chalmers shock absorbers. 52K and under suspension.	35
3841052	O	1st Pusher location: 52 in. from c/l Forward tandem axle or single rear axle.	0

Tires & Wheels

4017183	O	Front Tires: Michelin XZY3 425/65R22.5 20PR 44.7 in. Diameter, All Position. 20.6in. SLR.	38
4217404	O	Rear tires: Michelin XDS2 11R24.5 16PR 43.9 in. diameter, drive. 20.5 SLR. Code is priced per pair of tires.	216
4277524	U	Rear tires: Bridgestone M853 11R24.5 16PR.	66
4781194	O	1 Steerable Pusher: 2 Michelin X Coach Z Energy 295/80R22.5 16PR, All Position	38
4900008	O	Rear Tire Quantity: 8	0
5042314	O	Front Wheel: Accuride 29807 22.5x12.25 steel white, Steel Armor[TM] powder coat, hub-pilot mount. 11500lb. maximum rating. 5-hand holes.	102
5242310	O	Rear Wheel: Accuride 28827 24.5x8.25 steel Steel Armor[TM] powder coat, hub-pilot mount. 8000lb. maximum rating. 2-hand hole. Code is priced per pair of wheels.	140
5781258	O	1 Steerable Pusher Wheel: 2 Accuride 50291 22.5x8.25 heavy-duty 22.5x8.25; Steel Armor[TM] powder coat, hub- pilot mount. 8000lb. maximum rating. 2-hand holes. Air disc brake compatible.	22
5853906	O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
5900008	O	Rear Wheel/Rim Quantity: 8	0

Frame & Equipment

6056400	O	Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel 285in. to 336 in. Truck frame weight is 3.48 lb.-in. per pair of rails. Section modulus is 17.80, RBM is 2,132,000 in.-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	316
6141400	O	Full Steel Insert: for 10-5/8 in. or 10-3/4 in. Steel 285 in. to 336 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in.-lb to main rail RBM. Truck insert weight is 2.05 lb.-in. per	597

Price Level: January 1, 2023

Deal: FSA 2024 Kenworth Dump

Printed On: 1/19/2023 5:51:57 PM

Date: January 20, 2023

Quote Number: QUO-933374-V9W0N5

Sales Code	Std/ Opt	Description	Weight
		pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model: T660, T680, T800, T880 = 21.26 in.; C500B = bumper setting minus 0.79 in.; W900B = 5.27 in., W900L = 1.50 in., W900S = 3.27 in.; T440/T470 50 in. bumper setting = 21.26 in., T470 73 in. bumper setting = 72.3 in.	
6302461	O	Bumper: Tapered chrome steel channel. Requires a bumper setting code.	63
6319485	S	48.5 in. Bumper setting. Requires a bumper code.	0
6324025	O	Front tow hook: Center mounted, cast. Requires iron front drive brackets.	28
6401200	O	Battery box cantilever steel BOC w/ fiberglass cover.	24
6409902	O	Battery box location: RH Side.	15
6451090	S	T470,C5, T6, T8 non-polished DPF/SCR or CNG cover diamond plate w/ step. For use w/ 2010 or later exhaust systems. For T8, use extended length non-polished battery box on opposite rail to match the length of under cab components. End plates will be painted standard black frame color.	0
6490440	O	Heavy-duty BOC crossmember assembly.	23
6679821	U	2021 SERIES EMISSIONS ENGINE <i>Narr 2021 SERIES EMISSIONS ENGINE</i>	0
6679824	O	Width across front tires exceeds 102 inches. Dealer to review delivery constraints w/transporter.	0
6679859	O	Final end-of-frame cut-off dimension will be modified to 56 in. to 60 in.	0
6679995	O	Customer will install structural end-of-frame crossmember before vehicle is placed in service.	0
6710080	O	Two rams horn open rear tow hooks, not for trailer towing.	17
6721102	S	Rear mudflap arms: Betts B-25 standard-duty, straight. Includes B1732 mounting brackets as standard.	0
6722000	S	Rear mudflap shields: White plastic antisail w/ Kenworth logo.	0
6742009	S	Square end-of-frame w/o crossmember; non-towing.	0
Fuel Tanks & Equip			
7210110	O	Fuel Tank: 110 US gallon 24.5in. aluminum under replace. Class 8 fuel tanks w/o locking caps include an anti-siphon device on the filler neck.	2
7722153	S	Small round DEF tank, 14 gallons. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0
7812238	O	One additional standard tank support for 1 fuel tank. This is not a heavy-duty 7 in. wide support.	17

Price Level: January 1, 2023

Deal: FSA 2024 Kenworth Dump

Printed On: 1/19/2023 5:51:57 PM

Date: January 20, 2023

Quote Number: QUO-933374-V9W0N5

Sales Code	Std/Opt	Description	Weight
7813002	O	Additional tank support location. LH under.	0
7831008	O	6 in. wide lower fuel tank step, for one 22 in. or 24.5 in. tank LH.	2
7880009	O	Mechanical anti-roll channel for one tank.	6
7889061	O	Polished stainless steel tank straps for 1 tank.	0
7889203	S	DEF to fuel fill ratio 2:1 or greater.	0
7889245	S	Anti-siphon device in fuel tank filler neck. For any number of fuel tanks.	0
7889604	S	DEF tank location is LH.	0
7920110	O	Location: 110 gal fuel tank LH under cab	0
Cab & Equipment			
8025301	S	Cab: Stamped aluminum cab with panoramic curved glass windshield. Standard with stamped aluminum doors, heavy duty in-swinging hinges, and triple sealed doors. Manufactured using self-piercing rivets and structural adhesive. Includes LED exterior marker lights and turn signals.	0
8090604	O	Hood: T880 Standard Length With Mechanically Fastened Fenders. 122.6 inch BBC.	15
8108011	S	Cab HVAC - Day Cab and 40in Sleeper System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0
8201047	S	Kenworth Smartwheel: 18 in. Non-Leather With Integrated Radio and Cruise Controls.	0
8201051	O	Column Mtd Retarder Control, RH Side Use with Manual & Allison Transmissions Only.	0
8201200	S	Adjustable telescoping tilt steering column.	0
8205177	O	Dash Switch: 1st Allison-mntd PTO. Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	0
8208494	O	One spare switch: Wired to power.	0
8221160	O	Gauge: Engine Oil Temperature Gauge With Integral warning light. The NavPlus HD unit includes a virtual engine oil temperature gauge.	0
8222404	S	Gauge: DD Virtual Gauge - Oil Temp Engine	0
8222413	S	Gauge: DD Virtual Gauge - Manifold	0

Sales Code	Std/Opt	Description	Weight
		Pressure Boost	
8222414	S	Gauge: DD Virtual Gauge - Engine Percent Torque	0
8222712	O	Gauge: Fuel filter restriction gauge.	0
8225658	O	Gauge: Axle oil temperature, dual-drive axle. (2 gauges) w/integral warning light.	0
8282027	S	Main Instrument Package: 15" Digital Display. Includes Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, OAT and Voltmeter, and Air Application.	0
8300008	S	Interior color: Slate Gray	0
8330102	S	Interior package: Vantage daycab Includes durable headliner and vinyl sidewalls with geometric patterned trim and anodized aluminum accents throughout. Convenient overhead storage cubbies, full size glove box, two center console cupholders, and large door pad map pocket. Standard LH/RH power windows, electric door locks, interior LED lighting, nighttime-friendly red ambient lighting for dash and footwell, and door mounted courtesy light. Includes two standard 12V power outlets. Driver sunvisor includes strap.	0
8390634	S	Rubber floormat	0
8410196	O	Driver Seat: GT701 IB with DuraCloth material. The GT701 is standard with a single air bag, scissor linkage seat suspension. It includes a single chamber lumbar support, 10in Fore/Aft adjustment, 7in Up/Down adjustment, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. DR seat standard w/ dual armrests.	0
8480101	O	Rider Seat: GT100 Toolbox IB with DuraCloth Material. The GT100 seats are standard with fixed base. Includes 3-point matching seat belts. Rider seat standard w/ LH armrest.	0
8490187	O	Seat Color: Gray	0
8498560	O	Delete inboard RD seat armrest. Not available on GT703 series seats.	0
8601432	O	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	0
8698974	S	Base Level Audio System - Daycab:High Performance Door Speakers.	0
8699926	O	CB installation kit: Center mounted of header. W/header mounted quick release CB mount. One red power post & one black ground post. Includes dual antenna leads located on the mirror brackets. Includes dual antenna & separate speaker.	2
8700197	S	Turn Signal: Non-Self Cancelling	0
8700283	S	LH and RH Trip Ledge Rain Deflectors	0

Price Level: January 1, 2023

Deal: FSA 2024 Kenworth Dump

Printed On: 1/19/2023 5:51:57 PM

Date: January 20, 2023

Quote Number: QUO-933374-V9W0N5

Sales Code	Std/ Opt	Description	Weight
8700663	S	Kenworth TruckTech+ The Kenworth Remote Diagnostics system provides the Worlds Best reporting of engine and aftertreatment fault codes, as well as enhanced support for the truck owner through rapid communication of fault severity and recommended actions. This option is Standard on all Heavy Duty Kenworths with a PACCAR MX engine, Cummins X15 engine, PX engine or Natural Gas engine. Optional on Medium Duty Kenworths.	0
8800260	O	Long grabhandle RH side mounted to side-of-cab exhaust.	2
8800372	O	Grabhandle: LH, Exterior, Side of Cab - Ergonomic Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit.	3
8800402	S	Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles	0
8832113	S	Kenworth Daylite Door with standard LH/RH electric door locks and LH/RH electric window controls.	0
8841618	O	Dual rectangular air horn 23 in. LH & RH top of roof. Includes air horn covers.	4
8850139	S	Look-Down, Pass. Door, Black 11x6	0
8850822	O	Mirror: LH Hood Mounted, Round Convex, Chrome Heated	12
8850823	O	Mirror: RH Hood Mounted, Round Convex, Chrome Heated	12
8865002	S	Aero Mirror: Dual Kenworth Aerodynamic Motorized heated mirrors, 7in X 13in with cab color mirror shell and black mirror arms. Also includes LH/RH heated 6in X 7in convex mirrors. Mirror brackets set for 8-1/2 ft load width. Mirror controls located on driver side door pad.	0
8871446	S	Rear cab stationary window 19in x 36in	0
8890101	S	One-piece bonded-in windshield with curved glass. Standard.	0
8890135	S	Exterior stainless steel sunvisor.	19
8890349	S	Wheelwell Fender Extension: 2.5 Inches	0
8890876	S	Kenworth Cab/Sleeper Air Suspension.	0
Lights & Instruments			
9010553	S	Headlamps: SAE Dual Halogen Complex Reflector	0
9022137	S	Marker Lights: Five, rectangular, LED	0
9030016	S	Turn Signal Lights: Flush mounted LED. Mounted at top of fender wheel arc.	0
9030052	S	LED Stop,Turn,Tail: With Two LED Backup Lights and With An LED License Plate.	0

Sales Code	Std/ Opt	Description	Weight
9042542	O	Fog Lights with Clear Lens. Does not include Rock Screens on T680.	4
9052011	O	Dual Flush Floodlights: First Set	2
9059921	O	Floodlight Location: Located Low - First Set . This Code To Be Used With Flush-Mount (9052011) or C/I (9058071) Codes Only.	0
9090027	O	Headlamps to turn on when wipers are active.	0
9090039	S	Marker Lights: Interrupter Switch. Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0
9090049	S	Omit Brake Light with Engine Brake. Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0
9090142	O	Wiring Only: For customer-installed backup alarm.	0
9090849	O	Polyswitches replacing fuses. Switch will automatically reset after removal of excess load.	0
Air Equipment			
9101219	O	Air Dryer: Bendix AD-HF Extended Purge Heated With Puraguard	0
9108001	S	Moisture ejection valve w/ pull cable drain.	0
9140020	S	Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	0
Extended Warranty			
9200002	O	Base Warranty - Severe Service 12 months / 50,000 miles / 80,000 km.	0
9212611	O	24 Month TruckTech+ Subscription for Cummins Engines	0
9220001	O	Base Warranty: Emissions 5YR/100K MI - EPA Engine (Does not include CARB Clean Idle sticker)	0
Miscellaneous			
9407014	U	PREPAID FREIGHT ADJUSTMENT <i>Narr PREPAID FREIGHT ADJUSTMENT</i>	0
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0
9462002	O	Domestic severe service package. Domestic severe service is required on any chassis operating within the 50 United States and Canada where the application includes class C road service 10% or more of the operation, or when vehicle will operate predominately on privately maintained, unimproved, or roughly prepared road surfaces. Specific vocations include, but are not limited to, oilfield service and Canadian logging service.	180
9490003	O	Additional lead time required for off highway & /or specialty component truck.	0

Price Level: January 1, 2023
Deal: FSA 2024 Kenworth Dump
Printed On: 1/19/2023 5:51:57 PM

Date: January 20, 2023
Quote Number: QUO-933374-V9W0N5

Sales Code	Std/ Opt	Description	Weight
9490206	O	Warning triangle reflector kit: Shipped loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	4
9490406	O	One 5 lb. dry chemical type fire extinguisher mounted outboard of rider seat. Class ABC.	11
9491659	S	VMUX Architecture	0

Promotions

9510780	U	TC560 Q2 2022 PROGRAM TRACKING CODE <i>Narr TC560 Q2 2022 PROGRAM TRACKING CODE</i>	0
9510819	U	2022 SCHEDULING MOVE <i>Narr 2022 SCHEDULING MOVE</i>	0

Paint

9700000	O	Paint color number(s). N9702 A - L0006 WHITE N9720 FRAME N0001 BLACK	0
9943004	O	Bumper Unpainted	0
9943048	O	Day Cab Bulk Paint	0
9943050	O	Day Cab Standard Paint	0
9944820	S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0

Order Comments

Total Weight

20,266

Prices and Specifications Subject to Change Without Notice.

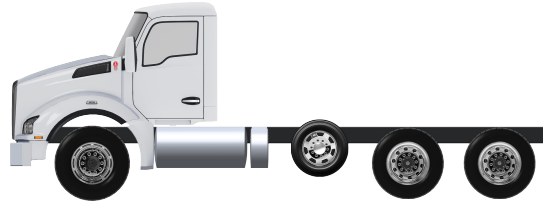
Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

FRAME RAKE

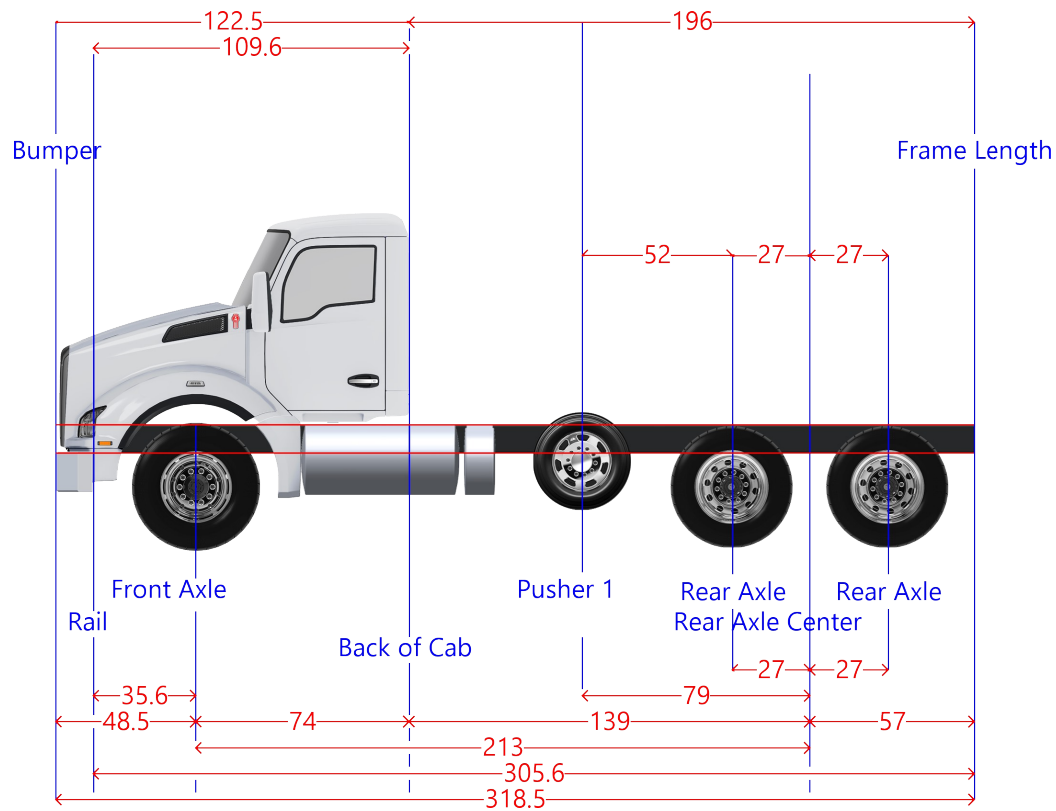


The listed heights should be considered approximations due to variations which may occur in component manufacturing processes, spring set, and the way in which the vehicle is loaded.

Component	Sales Code	Description	Laden	Unladen
Frame	6056400	Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel 285in.	10.8	10.8
Front Spring	2866020	Front Springs: Taperleaf 20K w/ shock absorbers	10.4	11.9
Front Axle Drop 3.5"	2517020	Meritor MFS20 Front Axle rated 20K	0.0	0.0
Height Adj.	0000000	No adjustment	0.0	0.0
Front Tires	4017183	Front Tires: Michelin XZY3 425/65R22.5 20PR	20.6	21.6
Front Frame Height			41.8	44.3
Frame	6056400	Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel 285in.	10.8	10.8
Subframe	0000000	No sub frame	0	0
Suspension	3749209	Rear suspension: Tandem Chalmers 854-46-H 46K.	10.1	12.5
Rear Tires	4217404	Rear tires: Michelin XDS2 11R24.5 16PR	20.5	21.7
Rear Frame Height			41.4	44.9
Frame Rake			-0.4	0.6
Frame Rake Slope (%)			-0.2	0.3

These characteristics are considered to be out of standard range: Laden rake more than 1% of wheelbase from level (positive or negative).

HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	186	240
Bumper to Back of Cab	122.5	-48.5	74
Bumper to Front Axle	48.5	-48.5	0
Bumper to Front Frame	12.9	-48.5	-35.6
Cab to End of Frame	196.0	74	270
Cab to Rear Axle	139.0	74	213
Effective Bumper to Back Of Cab	122.5	-48.5	74
Frame Length	305.6	-35.6	270
Front Axle to Back of Cab	74.0	0	74
Front of Frame to Axle	35.6	-35.6	0
Load Space	196.0	74	270
Overall Length	318.5	-48.5	270
Overhang	57.0	213	270
Pusher Offset #1	-25.0	186	213
Pusher Offset #2	27.0	186	213
Pusher Offset #3	27.0	186	213
Tag Offset	27.0	213	240
Wheelbase	213	0	213

VEHICLE WEIGHT RATING

FRONT AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	2517020	Meritor MFS20 Front Axle rated 20K	20,000
Springs	2866020	Front Springs: Taperleaf 20K w/ shock absorbers	20,000
Power Steering	2895302	Dual power steering gear: 16-22K Sheppard HD94.	22,000
Hubs, Drums	2702023	Front Hubs Iron hub pilot 23,000 lbs. 10 Bolt	23,000
Brakes	2621078	Front Brakes: 22K Bendix ES S-cam 16.5x6 in.	22,000
Tires	4017183	Front Tires: Michelin XZY3 425/65R22.5 20PR	22,800
Wheels	5042314	Front Wheel: Accuride 29807 22.5x12.25	23,000

Requested Front (Lbs): 20,000
 Minimum: 8,000
 Maximum: 20,000

The front axle weight rating cannot exceed 20000

REAR AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	3142160	Dual Meritor RT46-160 rear axle rated at 46K.	46,000
Hubs, Drums	3407050	Dual Rear Hubs: Aluminum hub pilot 46K	46,000
Service Brakes	3334004	Dual Rear Brakes 16-1/2x7 in. to 46K;	46,000
Spring Brakes	3485209	Spring Brake: 3030 high output dual.	52,000
Suspension	3749209	Rear suspension: Tandem Chalmers 854-46-H 46K.	46,000
Tires	4217404	Rear tires: Michelin XDS2 11R24.5 16PR	52,880
Wheels	5242310	Rear Wheel: Accuride 28827 24.5x8.25 steel	64,000

Requested Rear (Lbs): 46,000
 Minimum: 16,000
 Maximum: 46,000

The rear axle weight rating cannot exceed 46000

GROSS COMBINATION WEIGHT RATING

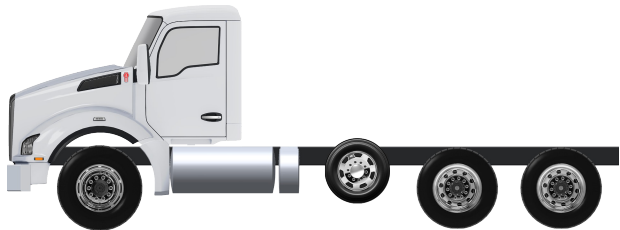
GCWR (lbs)	78,350
Min	10,000
Max	999,000

The Gross Combination Weight Rating cannot exceed 999000

WEIGHT DISTRIBUTION

Model: T880

Actual performance of a specific unit can be affected by your operating conditions. The performance calculations should only be used as a guideline.



Recommended payload center of gravity to achieve specified ground loads; measured from centerline of drive axles: 46 in. from the centerline of the drive axle(s). Lift Axles Down ☒

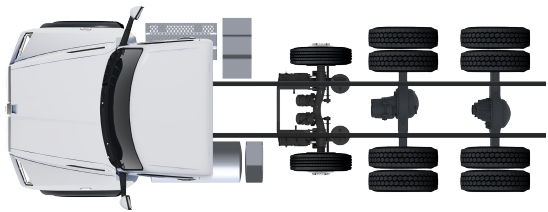
Weight (lbs)	Front	Pusher 1	Rear	Total
Chassis	11116	0	7812	18928
Lift Axle	0	1331	0	1331
Tools/Driver	266	0	109	375
Fuel & DEF	624	0	297	921
Max Payload	7995	12169	37781	57945
Auxiliary Payload	0	0	0	0
Total	20000	13500	46000	79500
Specify Ground Load	20000	13500	46000	

Auxiliary Payload

Item	Location from FA CL	Weight	Point Description
Load Point #1	0	0	
Load Point #2	0	0	
Load Point #3	0	0	
Component(s)	-	0	Composite Totals

Fifth wheel slide length is 0 inches
Selected rearmost setting is 0 inches
Wheelbase measurement: 213 inches
Overhang measurement: 57 inches

FRAME LAYOUT



Note: Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured. Additional changes may be made to the layout by Kenworth. Add a Custom Frame Layout code if an exact layout is required.

Selected Options (Wheelbase: 213)

Sales Code	Description	Length	Side
7210110	Fuel Tank: 110 US gallon 24.5in. aluminum under	55	Left
7722153	Small round DEF tank, 14 gallons.	10.2	Left
6401200	Battery box cantilever steel BOC w/ fiberglass	17.3	Right

SPEED & GRADE PERFORMANCE REPORTS

Cruise Report (Engine Fan Off)

Configuration:	T880 Series Conventional / FULL TRUCK GCW: 79500
Quote/DTPO/CO:	QUO-933374-V9W0N5
Engine:	0130321 X15 450V 450@2000 1650@950
Transmission:	2016158 Transmission: Allison 4500RDS 6-speed
Rear Axle:	3142160 Dual Meritor RT46-160 rear axle rated at 46K.
Rear Tire:	4217404 Rear tires: Michelin XDS2 11R24.5 16PR Revs/Mile: 472
Operating Conditions:	0% Rolling Resistance

Startability

Transmission Ratio	Maximum Starting Grade
4.7	29.51
2.21	13.87

Engine RPM:	600	700	800	900	950	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000
Gross Torque:	918	1020	1220	1480	1650	1650	1650	1650	1650	1650	1614	1513	1424	1345	1244	1047
Net Torque:	809	910	1101	1347	1506	1508	1510	1512	1514	1515	1483	1390	1309	1236	1143	960
Net HP:	92	121	168	231	272	287	316	345	375	404	424	424	424	424	413	366

Gear Ratios: TRN (1): 4.7 RAX (1): 4.56

Speed (MPH):	3.6	4.2	4.7	5.3	5.6	5.9	6.5	7.1	7.7	8.3	8.9	9.5	10.1	10.7	11.3	11.9
Grade (%):	10.8	12.4	15.3	19.2	21.8	21.8	21.9	21.9	21.9	21.9	21.4	19.9	18.6	17.4	16.0	13.1

Gear Ratios: TRN (2): 2.21 RAX (1): 4.56

Speed (MPH):	7.6	8.8	10.1	11.4	12.0	12.6	13.9	15.1	16.4	17.7	18.9	20.2	21.4	22.7	24.0	25.2
Grade (%):	4.2	5.0	6.3	8.1	9.2	9.2	9.2	9.2	9.3	9.3	9.0	8.3	7.7	7.2	6.5	5.2

Gear Ratios: TRN (3): 1.53 RAX (1): 4.56

Speed (MPH):	10.9	12.8	14.6	16.4	17.3	18.2	20.0	21.9	23.7	25.5	27.3	29.2	31.0	32.8	34.6	36.4
Grade (%):	2.5	2.9	3.9	5.1	5.9	5.9	5.9	5.8	5.8	5.8	5.6	5.1	4.7	4.3	3.8	2.9

Gear Ratios: TRN (4): 1 RAX (1): 4.56

Speed (MPH):	16.7	19.5	22.3	25.1	26.5	27.9	30.7	33.5	36.2	39.0	41.8	44.6	47.4	50.2	53.0	55.8
Grade (%):	1.0	1.3	1.9	2.7	3.2	3.2	3.1	3.1	3.0	3.0	2.8	2.5	2.2	1.8	1.5	0.8

Gear Ratios: TRN (5): 0.76 RAX (1): 4.56

Speed (MPH):	22.0	25.7	29.3	33.0	34.8	36.7	40.3	44.0	47.7	51.4	55.0	58.7	62.4	66.0	69.7	73.4
Grade (%):	0.4	0.6	1.0	1.5	1.9	1.9	1.8	1.7	1.6	1.5	1.4	1.0	0.7	0.4	0.1	-0.5

Gear Ratios: TRN (6): 0.67 RAX (1): 4.56

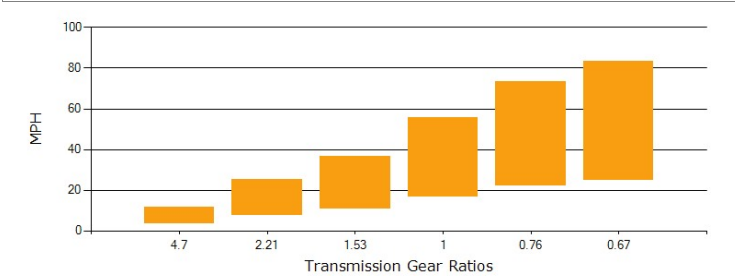
Speed (MPH):	25.0	29.1	33.3	37.4	39.5	41.6	45.8	49.9	54.1	58.3	62.4	66.6	70.7	74.9	79.1	83.2
Grade (%):	0.1	0.3	0.6	1.1	1.4	1.3	1.2	1.1	1.0	0.9	0.7	0.4	0.1	-0.2	-0.6	-1.2

Engine RPM:	600	700	800	900	950	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000
Gross Torque:	918	1020	1220	1480	1650	1650	1650	1650	1650	1650	1614	1513	1424	1345	1244	1047
Net Torque:	809	910	1101	1347	1506	1508	1510	1512	1514	1515	1483	1390	1309	1236	1143	960
Net HP:	92	121	168	231	272	287	316	345	375	404	424	424	424	424	413	366

SPEED & GRADE PERFORMANCE REPORTS

Geared Speed Report (Engine Fan Off)

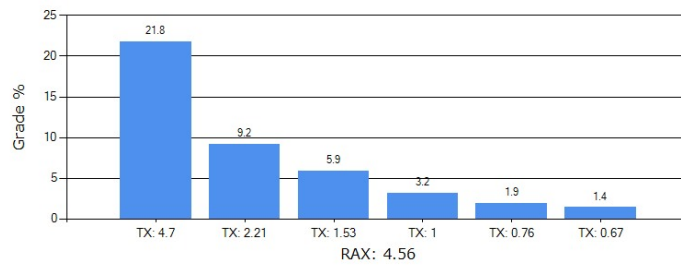
Configuration:	T880 Series Conventional / FULL TRUCK GCW: 79500
Quote/DTPO/CO:	QUO-933374-V9W0N5
Engine:	0130321 X15 450V 450@2000 1650@950
Transmission:	2016158 Transmission: Allison 4500RDS 6-speed
Rear Axle:	3142160 Dual Meritor RT46-160 rear axle rated at 46K.
Rear Tire:	4217404 Rear tires: Michelin XDS2 11R24.5 16PR Revs/Mile: 472
Operating Conditions:	0% Rolling Resistance



SPEED & GRADE PERFORMANCE REPORTS

Gradability Report (Engine Fan Off)

Configuration: T880 Series Conventional / FULL TRUCK GCW: 79500
 Quote/DTPO/CO: QUO-933374-V9W0N5
 Engine: 0130321 X15 450V 450@2000 1650@950
 Transmission: 2016158 Transmission: Allison 4500RDS 6-speed
 Rear Axle: 3142160 Dual Meritor RT46-160 rear axle rated at 46K.
 Rear Tire: 4217404 Rear tires: Michelin XDS2 11R24.5 16PR | Revs/Mile: 472
 Operating Conditions: 0% Rolling Resistance



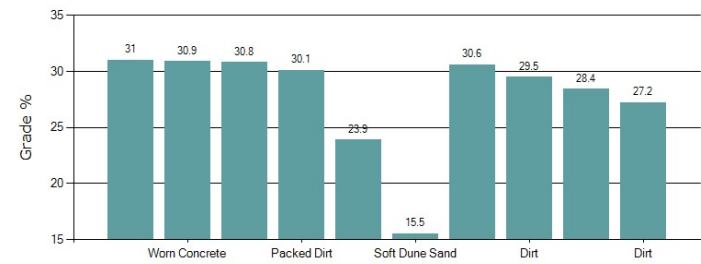
Gradability Report (Engine Fan Off)

Gear	TX-Ratio	RAX-Ratio	Peak Torque % Gradability	Peak Torque Road Speed (MPH)
1	4.70	4.56	21.80	5.63
2	2.21	4.56	9.23	11.98
3	1.53	4.56	5.86	17.31
4	1.00	4.56	3.18	26.48
5	.76	4.56	1.88	34.85
6	.67	4.56	1.36	39.53

SPEED & GRADE PERFORMANCE REPORTS

Startability Report (Engine Fan Off)

Configuration:	T880 Series Conventional / FULL TRUCK GCW: 79500
Quote/DTPO/CO:	QUO-933374-V9W0N5
Engine:	0130321 X15 450V 450@2000 1650@950
Transmission:	2016158 Transmission: Allison 4500RDS 6-speed
Rear Axle:	3142160 Dual Meritor RT46-160 rear axle rated at 46K.
Rear Tire:	4217404 Rear tires: Michelin XDS2 11R24.5 16PR Revs/Mile: 472
Operating Conditions:	0% Rolling Resistance





R&S-Godwin Truck Body Co., LLC
PO BOX 984
DUNN, NC 28335
(606) 874-2151

Quote

Order Number: 0054244
Order Date: 1/19/2023
Salesperson: Brad Hicks
Customer Number: 00-0600205

Body Model #:	CS16620123	Hoist Serial #:	
Reference:	CITY OF KISSIMMEE	Pump Serial #:	
Truck Make:	KENWORTH	Susp. 1 Serial #:	
Truck Model:	T880	Susp. 2 Serial #:	
Truck Serial #:		Susp. 3 Serial #:	
Trailer VIN:		Transmission:	ALLISON
Truck CT #:	139"	Chasis ETA:	
Body Color:	Met Blue N0340	Prod. Date:	
Truck Color:	WHITE	Est. Compl. Date:	
Body Type:	CS	Truck Location:	

Sold To:
Kenworth of Central F.
1800 N. Orange Blossom Trail
Orlando, FL 32804
Confirm To:
JASON UPPERCO

Ship To:
Kenworth of Central F.
1800 N. Orange Blossom Trail
Orlando, FL 32804

ALL ORDERS SUBJECT TO CREDIT APPROVAL-QUOTES VALID FOR 7 DAYS
SHIP APPROVAL:

Customer P.O.	Ship VIA	F.O.B.	Terms
		ORLANDO, FL	3% 7 Days Net 30

Item Number	Ordered	Amount
-------------	---------	--------

CS	CS Series Body Configuration	1.00	\$30,661.00
INSTALLATION: Installed			
LENGTH: 192			
INSIDE WIDTH: 84			
SIDE HEIGHT: 62			
T/G STYLE: High Lift			
T/G FORMED ANGLE: Yes			
T/G HEIGHT: 66			
T/G SLOPE: No Slope			
T/G MATERIAL: 1/4" AR450			
T/G CONTROLS: Air Operated			
STOKER DOOR: None			
LONGSILLS: Trapezoidal Steel w/Rubber			
DECK: 1/4" AR450 Steel			
SIDES: 1/4" AR 450			
SIDE BRACING: None			
TARP BAR: None			
REAR POST MAT: 1/4" High Tensile			
FENDER/BOTTOM RAIL MAT: 10 Gauge High Tensile Steel			
FENDER SKIRTS: No			
TOP RAIL: Formed In Angle			
BOARD GUSSETS: No			
BOARDS: None			
BULKHEAD HGT: 79			
BULKHEAD MAT: 1/4" AR450			
BULKHEAD OFFSET: None			
CABSHIELD TYPE: Double Offset			
CABSHIELD LENGTH: 24			
CABSHIELD FRONT: 4			
CABSHIELD WIDTH: 70			
CABSHIELD WIND DEFLECTOR: Inside Cabshield			
CABSHIELD MAT: 10 Gauge High Tensile			
SHOVEL HOLDER ON BULKHEAD			
APRON: Pipe Bumper			
APRON LENGTH: 12			
HOIST TYPE: Hyva Hoist			
HOIST TYPE: PH7-3-137			
HOIST STABILIZER: No			
REAR HINGE: 1-3/4" Steel Platform Full Pin			
SUBFRAME: 1/4" Short Z			
OIL TANK: Steel Front Mount			
TANK SIZE: E - Type			
MARKER LIGHT SIZE : All Marker Lights 2.5"			
CABSHIELD LIGHTS: 2			
CABSHIELD STROBES: 2 Front Lip			
REAR LIGHTS (RD MARKER): 1			
REAR STROBES: 1			
BACK UP LIGHTS: No			
REAR OVAL LIGHTS (S/T/T): 1			
TOP SIDE LIGHTS: None			
TOP SIDE STROBES: None			
MID RAIL TURN: No			
BOTTOM SIDE LIGHTS: 2			
FRONT FLAPS: Steel Mud Guard			
LADDER: Standard Ladder / 1 Stirrup			
CONTROL PANEL: RSG-5			
PUMP: G102-2			
PTO: Allison Auto Trans			
TARP: MT Torsion Spring (Electric)			
TARP MATERIAL: Mesh			
TARP TENSIONER: No			
PAINT: PPG Delfleet Essential			
PIVOT: 184"			

Continued
0.00

PAINT IS NOT GUARANTEED TO BE A 100% MATCH
EFFECTIVE 1/1/17, A 3% CHARGE WILL BE ADDED TO ORDERS OVER \$2,500 PAID BY CREDIT CARD



R&S-Godwin Truck Body Co., LLC
PO BOX 984
DUNN, NC 28335
(606) 874-2151

Quote

Order Number: 0054244
Order Date: 1/19/2023
Salesperson: Brad Hicks
Customer Number: 00-0600205

Body Model #:	CS16620123	Hoist Serial #:	
Reference:	CITY OF KISSIMMEE	Pump Serial #:	
Truck Make:	KENWORTH	Susp. 1 Serial #:	
Truck Model:	T880	Susp. 2 Serial #:	
Truck Serial #:		Susp. 3 Serial #:	
Trailer VIN:		Transmission:	ALLISON
Truck CT #:	139"	Chasis ETA:	
Body Color:	Met Blue N0340	Prod. Date:	
Truck Color:	WHITE	Est. Compl. Date:	
Body Type:	CS	Truck Location:	

Sold To:
Kenworth of Central F.
1800 N. Orange Blossom Trail
Orlando, FL 32804
Confirm To:
JASON UPPERCO

Ship To:
Kenworth of Central F.
1800 N. Orange Blossom Trail
Orlando, FL 32804

ALL ORDERS SUBJECT TO CREDIT APPROVAL-QUOTES VALID FOR 7 DAYS
SHIP APPROVAL:

Customer P.O.	Ship VIA	F.O.B.	Terms
		ORLANDO, FL	3% 7 Days Net 30

Item Number	Ordered	Amount
FRONT BODY SIDE STEPS TO BE 24" WIDE MOVE BOTTOM REAR MARKER OUT OF REAR POST INTO RUBRAIL AR WEAR PLATE ON TOP OF REAR POST UNDER HIGHLIFT ARMS VERTICAL CHAIN ATTACHMENT W/ ANGLES IN BOTTOM CORNERS OF TAILGATE CHAIN SLOTS IN REAR POST WEAR PLATE ON TAILGATE AT SPREADER CHAIN WEAR AREA 3 HORIZONTAL BRACES ON TAILGATE USE FACTORY TOW HOOK PROVIDE ON CHASSIS 2 BOLTS IN REAR HINGE BODY TO BE WHEELABRATED ZINC PRIMER TO BE APPLIED BODY TO BE PAINTED Kenworth-Metallic Blue N0340 WIRE STROBES TO SWITCH IN CONTROL PANEL ALUM CONSOLE IN CAB FOR BODY CONTROLS BALL VALVES ON HYD TANK 3/8" OIL LEVEL CHECK ON HYD TANK RECIRCULATING LINE ON PUMP 6" BODY SET BACK PIVOT IS TO BE 2" BEHIND REAR TIRES 22" OVERHANG SMALL ROUND ICC UNDER-RIDE BAR REAR FLAPS TO BE (6" TO 8") BEHIND REAR TIRES REAR FLAPS TO BE HUNG ON CHAINS BEND TARP ARMS OUT OF LOAD ZONE TARP TO LAND 1" FORWARD OF TAILGATE /MISC Nonstandard Option		40.00
HEAVY DUTY X-BRACED ELBOWS ON TARP CROSSOVER BAR		
	Continued	0.00

PAINT IS NOT GUARANTEED TO BE A 100% MATCH
EFFECTIVE 1/1/17, A 3% CHARGE WILL BE ADDED TO ORDERS OVER \$2,500 PAID BY CREDIT CARD



R&S-Godwin Truck Body Co., LLC
PO BOX 984
DUNN, NC 28335
(606) 874-2151

Quote

Order Number: 0054244

Order Date: 1/19/2023

Salesperson: Brad Hicks

Customer Number: 00-0600205

Body Model #:	CS16620123	Hoist Serial #:	
Reference:	CITY OF KISSIMMEE	Pump Serial #:	
Truck Make:	KENWORTH	Susp. 1 Serial #:	
Truck Model:	T880	Susp. 2 Serial #:	
Truck Serial #:		Susp. 3 Serial #:	
Trailer VIN:		Transmission:	ALLISON
Truck CT #:	139"	Chasis ETA:	
Body Color:	Met Blue N0340	Prod. Date:	
Truck Color:	WHITE	Est. Compl. Date:	
Body Type:	CS	Truck Location:	

Sold To:

Kenworth of Central F.
1800 N. Orange Blossom Trail
Orlando, FL 32804

Confirm To:

JASON UPPERCO

Ship To:

Kenworth of Central F.
1800 N. Orange Blossom Trail
Orlando, FL 32804

ALL ORDERS SUBJECT TO CREDIT APPROVAL-QUOTES VALID FOR 7 DAYS
SHIP APPROVAL:

Customer P.O.	Ship VIA	F.O.B.	Terms
		ORLANDO, FL	3% 7 Days Net 30
Item Number	Ordered		Amount
CONSPICUITY TAPE ON TOP CORNERS OF TAILGATE FREIGHT TO ORLANDO, FL			

AUTHORIZATION SIGNATURE REQUIRED BEFORE ORDER
CAN BE SCHEDULED _____
PAINT IS NOT GUARANTEED TO BE A 100% MATCH
EFFECTIVE 1/1/17, A 3% CHARGE WILL BE ADDED TO ORDERS OVER \$2,500 PAID BY CREDIT CARD

Net Order:	30,701.00
Steel Surcharge Amt:	0.00
Less Discount:	0.00
Freight:	1,800.00
Sales Tax:	0.00
Order Total:	\$32,501.00

ITEM 7.K

Approval to Purchase a Backhoe for the Public Works Department Street and Stormwater Division from the Sourcewell Contract, 032119

Request

Public Works request approval to purchase a Case 590SN 4WD T4 backhoe from Case Power & Equipment in the amount of \$124,532.

Explanation

Stormwater Operations has budgeted to replace its 2009 Case 590SM backhoe this year. Case Power & Equipment offered a trade-in amount of \$32,500.00 for DR16, a 14-year-old machine. Because of its versatility, the backhoe is one of the most relied upon machines in the operations group and consequently receives heavy use that accelerates wear while decreasing reliability. It also plays a major role in cleanup after storms due to its maneuverability. The replacement unit will be used primarily for storm system repair along with other routine maintenance activities.

The Fleet Maintenance division has reviewed the purchase in order to ensure compatibility and conformance to City standards. Procurement has also reviewed specifications to ensure competitive/comparative pricing.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945506-506494	SW2323	Decrease	\$124,532	\$124,532

Financial Summary:

Sufficient funds are available in the Stormwater Utility Fund in Project SW2323.

Recommendation

Staff recommends approval to purchase a Case 590SN backhoe from Case Power & Equipment in the amount of \$124,532.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. Sourcewell Quote
City of Kissimmee

2. CNH Contract 032119
3. Acceptance and Award - CNH 032119

ORGANIZATION : City of Kissimmee
 ADDRESS : 2213 W. Mabbette St.
 Kissimmee, FL 34741

CASE

POWER & EQUIPMENT FLORIDA

ATTN: Matt Schmidt

Date: March 1, 2023

WE ARE PLEASED TO PRESENT YOU WITH THE FOLLOWING **CASE CONSTRUCTION EQUIPMENT PROPOSAL**, THANK YOU FOR THE OPPORTUNITY TO QUOTE A **NEW CASE 590SN BACKHOE LOADER** FOR YOUR CONSIDERATION; THROUGHT **SOURCEWELL PRICE LIST DISCOUNTS--Contract 032119 Valid until 05/19/2023. Pricing Revised: 5/1/2022**

MODEL/S:	CASE MSRP	USA Sourcewell Discount	Sourcewell NET Price	Unit Qty	Total Amount per Model
590SN 4WD T4 FINAL.	\$190,509.00	37%	\$120,020.67	<u>1</u>	\$ 120,020.67
Powershift H-Type Transmission			\$0.00	<u>1</u>	\$ -
14x17.5, 10PR			\$0.00	<u>1</u>	\$ -
21Lx24 12PR			\$0.00	<u>1</u>	\$ -
1-WAY OR 2WAY AUX & EHOE & HCPL	\$7,012.00	37%	\$4,417.56	<u>1</u>	\$ 4,417.56
Heavy Front CWT, Extndhoe			\$0.00	<u>1</u>	\$ -
Pilot Controls w/Power Lift	\$2,598.00	37%	\$1,636.74	<u>1</u>	\$ 1,636.74
24" Universal Bucket	\$2,625.00	37%	\$1,653.75	<u>1</u>	\$ 1,653.75
Flip Over/Stabilizer Pads Comb	\$890.00	37%	\$560.70	<u>1</u>	\$ 560.70
RideCtrl & ConfSteer & 3SPL PKG	\$3,353.00	37%	\$2,112.39	<u>1</u>	\$ 2,112.39
93" 4x1 Bucket w/cutting edges	\$11,377.00	37%	\$7,167.51	<u>1</u>	\$ 7,167.51
Cab, 2 Door with Heat and AC	\$12,520.00	37%	\$7,887.60	<u>1</u>	\$ 7,887.60
Premium Air Susp Heated	\$925.00	37%	\$582.75	<u>1</u>	\$ 582.75
LED Light Package	\$941.00	37%	\$592.83	<u>1</u>	\$ 592.83
Cold Start Dual Battery			\$0.00	<u>1</u>	\$ -
Front Fenders	\$458.00	37%	\$288.54	<u>1</u>	\$ 288.54
NON-CONTRACT					
Fold Over Forks 6,500 lb Capacity (42in Forks)			\$4,290.00	<u>1</u>	\$ 4,290.00

Base & Extended Warranty Coverage

1-Year/Unlimited-Hour Full-Coverage Base Limited Warranty
 2-Year/2,000-Hour Extended Engine Warranty
 CASE SiteWatch Telematics 3yr Advanced Tele Subscription

Price & Discounts are subje to change due to the
 Manufacturer; Quote valid until March 25, 2023

PRE-DELIVERY / PREP. : \$1,825.00

UNITS FREIGHT & DELIVERY: \$3,995.00

TRADE-IN VALUE FOR CASE 590 SM BACKHOE S/N: N9C529506 HOURS: 2,530 APPROX (\$32,500.00)

TOTAL CONTRACT SALE PRICE: \$ 124,531.04

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS.

PEDRO NOGUERAS

TERRITORY SALES MANAGER
 9481 BOGGY CREEK RD.
 ORLANDO, FL 32824
 (407) 868-0208 CELL
PEDRO.NOGUERAS@CASEPOWERED.COM

MICHAEL CABRERA

GOVERNMENTAL SPECIALIST
 12601 W. OKEECHOBEE RD.
 HIALEAH GARDENS, FL 33018
 (786) 774-3284 CELL
MICHAEL.CABRERA@CASEPOWERED.COM





Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

Company Name: CNH Industrial America LLC

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS

Proposer's Signature: *Tony Simpson*

Date: *3-12-19*

No exceptions noted.





Contract Award
RFP #032019

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

**HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS,
AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: CNH Industrial America LLC

Company Address: 700 State Street

City/State/Zip: Racine, WI 53404

CAGE Code/DUNS: 00-131-5019

Contact Person: Tony Simpson

Title: Government Sales Manager

Authorized Signature:
(Name printed or typed)

Tony Simpson

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CNH

Proposer's full legal name: CNH Industrial America LLC

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

C0F02A139D06489...

SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coauette

7E42B8F817A64CC...

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CNH

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name CNH Industrial America LLC.

Authorized Signatory's Title Government Sales Manager

Tony Simpson

VENDOR AUTHORIZED SIGNATURE

Tony Simpson
(NAME PRINTED OR TYPED)

Executed on May 10th, 2019

Sourcewell Contract # 032119-CNH



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data.

Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: CNH Industrial America LLC

Address: 700 State Street

City/State/Zip: Racine, WI 53404

Telephone Number: 262-636-6576

E-mail Address: Tony.simpson@casece.com

Authorized Signature: *Tony Simpson*

Authorized Name (printed): *Tony SIMPSON*

Title: Government Sales Manager

Date: **Notarized**

Subscribed and sworn to before me this 11 day of March, 2019 Notary

Public in and for the County of Racine State of Wisconsin

My commission expires: February 28, 2020

Signature: *Heidi Mahood*



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: CNH Industrial America LLC.

Questionnaire completed by: Tony Simpson CASE CE & Amy Swett NH CE

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Payment terms are Net 30, after receipt of invoice.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Financing options and leasing solutions are available from CNH Industrial Capital America LLC. Sourcewell members should contact the local CNH brand construction equipment dealer to see what options are available.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

Our dealer network will be handling the sales from SOURCEWELL members and our dealers will be quoting the unit as well as receiving the payment from the them. As our dealers are working with their customers they will determine if local agency is a SOURCEWELL member. If they need to sign-up, our dealers are educated in the application process and can help them complete the membership application. Our dealers are aware of the SOURCEWELL pricing and discount structure that needs to be passed to their customers and they will work up a quote to the SOURCEWELL member. Once the member approves the quote the dealership will order the equipment. When the equipment arrives, the dealership will prep the unit and deliver it to the customer. The dealer will review operating instructions with the customer and fill out the warranty registration. Agency pays dealer for purchase.

Each quarter the CNH Government Manager will run a SOURCEWELL report on all sales and pay an administration fee to SOURCEWELL.

Appendix D

- The Process Flow for SOURCEWELL orders will be structured to minimize the impact to both the sales team and our customers as indicated below:
 1. CNH Industrial brand construction equipment dealer may contact the SOURCEWELL member or potential member to pursue purchase.
Or, an SOURCEWELL member contacts the local CNH Industrial brand construction equipment dealer for SOURCEWELL contract purchase.
 2. Determine if local agency is an SOURCEWELL member.
 - a. If member – proceed.
 - b. If not a current member – assist agency with online membership application.
 3. CNH Industrial brand construction equipment dealer determines product specifications and supplies quote.
 - a. Pricing – Line Item Price List – published by CNH Industrial brands.
 4. Develop quote with:
 - a. Machine Pricing
 - b. Freight – based on FOB point of shipment
 - c. 2% Steel Surcharge if applicable
 5. Quote presented to local agency by CNH Industrial brand construction equipment dealer.
 - a. Accepted – proceed to Order Process
 - b. Denied – dealer does not proceed
 6. CNH Industrial brand construction equipment dealer places machine order.
 7. CNH Industrial brand construction equipment dealer receives machine and preps for delivery to local agency.
 8. CNH Industrial brand construction equipment dealer delivers machine to customer.
 - a. Perform operator review as needed
 - b. File warranty registration
 9. CNH Industrial brand construction equipment dealer claims SOURCEWELL credit under Program.
 10. Agency pays dealer for purchase.
 11. CNH Government manager logs SOURCEWELL sale and compiles sales report quarterly.
 12. CNH Government makes administration fee payment to SOURCEWELL quarterly.

SOURCEWELL fee will be calculated from the total quarterly end-user invoiced amount for the equipment. Freight charges or Taxes will not be used in this calculation. CNH agrees to pay SOURCEWELL a 0.75% contract fee. All SOURCEWELL sales will go thru the local CNH Industrial construction equipment brand dealer, spending the local tax dollars with the local businesses, enabling the profits to stay within your communities/counties.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Acceptance would be at the local dealer's discretion.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Case CE Warranty**The Case Warranty**

The Case Warranty is a limited warranty that is provided to the initial retail purchaser in return for consideration paid as part of the purchase price of the product. The selling dealer must review the warranty coverage with the initial retail purchaser and obtain signature on this document.

New Limited Warranty

The warranty described here is from CNH Industrial America LLC and in Canada, CNH Industrial Canada Ltd., both of which are referred to in this agreement as "Case". This warranty is for Case products sold and registered in the United States or Canada and normally operated in the United States or Canada. This warranty does NOT apply to any product normally operated outside of the United States and/or Canada, or to any unit purchased outside of the United States or Canada and imported in for any reason other than a customer relocation/personal move.

Warranty Period

For the products listed below, the Warranty Period for all coverage begins at the time that any person, dealer or agent first places the unit into service. At the latest, a unit is considered to be placed into service when purchased or delivered to an initial retail purchaser. Certain demonstration, rental, lease, and other used units may be eligible for a portion of a new unit warranty. The availability of the remaining portion of a new unit warranty does not mean that a unit is new or unused. The Warranty Period ends when either the month or machine hour limit is reached, whichever limit occurs first.

PRODUCT	WARRANTY COVERAGE
SKID STEER / COMPACT TRACK LOADERS ^{5, 6}	12 Months / Unlimited Hours 24 Months / 2000 Hours
LOADER BACKHOES - N SERIES ^{2, 5}	12 Months / Unlimited Hours
TRACTOR LOADERS / FORKLIFTS ⁵	12 Months / Unlimited Hours
COMPACT EXCAVATORS CX-B SERIES ⁵	12 Months / 1000 Hours
COMPACT EXCAVATOR CX-C SERIES ⁵	24 Months / 3000 Hours
COMPACT WHEEL LOADERS ¹	12 Months / Unlimited Hours
COMPACTION EQUIPMENT - SINGLE OR DOUBLE DRUM ¹	12 Months / Unlimited Hours
WHEEL LOADERS ^{4, 5}	12 Months / Unlimited Hours
MOTOR GRADERS ^{4, 5}	12 Months / Unlimited Hours
EXCAVATORS ^{3, 4, 5}	12 Months / 1800 Hours
CRAWLER DOZERS ^{4, 5}	12 Months / Unlimited Hours

What's Covered

If a defect in material or workmanship is found in a unit and reported during the Warranty Period, Case will pay parts and labor costs to repair the defect if the services are performed by an authorized Case dealer at the dealer's location. If parts are needed during the repair, Case will, at its option, use genuine Case new or remanufactured parts. Case replacement parts that are used in a warranty repair are warranted until the end of the machine warranty or to the end of the Case Replacement Parts Warranty, whichever is longer.

CASE PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, FOR A COMPONENT OR OTHER ITEM THAT IS SEPARATELY WARRANTED TO THE PURCHASER BY ITS MANUFACTURER, SUCH AS TIRES, BATTERIES AND FUEL INJECTION COMPONENTS. CHECK WITH YOUR DEALER FOR DETAILS

No Modification or Extension of Warranty Period

The Case Warranty is limited to the written terms in this document. Case does not authorize any person, dealer or agent to change or extend the terms of this warranty in any manner. Any assistance to the purchaser in the repair or operation of any Case product outside the terms or limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this warranty, nor will such assistance extend or reestablish the warranty.

This Warranty is Void If

The unit's hour meter is changed or altered, unless a Case dealer, at the direction of Case, changed the meter. If the unit is used in an application for which it is not designed, or the unit has been scrapped, salvaged, stolen, junked or totaled.

Limitation and Exclusions

The Case Warranty gives you specific legal rights and you may also have other rights, which vary, from region to region.

New Holland CE Warranty**The NHCE Warranty**

The NHCE Warranty is a limited warranty that is provided to the initial retail purchaser in return for consideration paid as part of the purchase price of the product. The selling dealer must review the warranty coverage with the initial retail purchaser and obtain signature on this document.

New Limited Warranty

The warranty described here is from CNH Industrial America LLC and in Canada, CNH Industrial Canada Ltd., both of which are referred to in this agreement as "NHCE". This warranty is for NHCE products sold and registered in the United States or Canada and normally operated in the United States or Canada. This warranty does NOT apply to any product normally operated outside of the United States and/or Canada, or to any unit purchased outside of the United States or Canada and imported in for any reason other than a customer relocation/personal move.

Warranty Period

For the products listed below, the Warranty Period for all coverage begins at the time that any person, dealer or agent first places the unit into service. At the latest, a unit is considered to be placed into service when purchased or delivered to an initial retail purchaser. Certain demonstration, rental, lease, and other used units may be eligible for a portion of a new unit warranty. The availability of the remaining portion of a new unit warranty does not mean that a unit is new or unused. The Warranty Period ends when either the month or machine hour limit is reached, whichever limit occurs first.

Appendix D

PRODUCT	WARRANTY COVERAGE
SKID STEER / COMPACT TRACK LOADERS ³	12 Months / Unlimited Hours 24 Months / 2000 Hours
CRAWLER DOZERS ¹	12 Months / Unlimited Hours
LOADER BACKHOES / TRACTOR LOADERS	12 Months / Unlimited Hours
WHEEL LOADERS	12 Months / Unlimited Hours
COMPACT WHEEL LOADERS	12 Months / Unlimited Hours
MOTOR GRADERS ¹	12 Months / Unlimited Hours
EXCAVATORS ²	12 Months / 2000 Hours
COMPACT EXCAVATORS E-B Series ¹	12 Months / Unlimited Hours
COMPACT EXCAVATORS E-C Series ¹	24 Months / 3000 Hours
TELESCOPIC HANDLERS	12 Months / Unlimited Hours
SEVERE APPLICATIONS (for all of the above)	6 Months / 1000 Hours

1) Engine coverage is provided by directly by the engine manufacturer.

2) Warranty does not cover any configuration excavator equipped with feller buncher/accumulator attachments.

3) Second year machine warranty coverage 24 months / 2000 hours

Definition of Severe Application: Severe duty applications include equipment used in Forestry, Demolition, Scrap & Waste Recycling, Mining and Landfills. Misrepresenting the application in which the product will be used on the Warranty Registration, will void Warranty.

Operator's Manual / Warranty Receipt Verification

The selling dealer has reviewed the correct operator's manual with me and will provide upon delivery of the product. YES ☐ / NO ☐

The selling dealer explained safety precautions to me. YES ☐ / NO ☐

The selling dealer explained the warranty terms and coverage to me. YES ☐ / NO ☐

The selling dealer explained Purchased Protection Plan options for additional coverage on select components. YES ☐ / NO ☐

I wish to be part of future NHCE communications, offers or events. YES ☐ / NO ☐

What's Covered

If a defect in material or workmanship is found in a unit and reported during the Warranty Period, NHCE will pay parts and labor costs to repair the defect if the services are performed by an authorized NHCE dealer at the dealer's location. If parts are needed during the repair, NHCE will, at its option, use genuine NHCE new or remanufactured parts. NHCE replacement parts that are used in a warranty repair are warranted until the end of the machine warranty or to the end of the NHCE Replacement Parts Warranty, whichever is longer.

NHCE PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, FOR A COMPONENT OR OTHER ITEM THAT IS SEPARATELY WARRANTED TO THE PURCHASER BY ITS MANUFACTURER, SUCH AS TIRES, BATTERIES AND FUEL INJECTION COMPONENTS. CHECK WITH YOUR DEALER FOR DETAILS

No Modification or Extension of Warranty Period

The NHCE Warranty is limited to the written terms in this document. NHCE does not authorize any person, dealer or agent to change or extend the terms of this warranty in any manner. Any assistance to the purchaser in the repair or operation of any NHCE product outside the terms or limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this warranty, nor will such assistance extend or reestablish the warranty.

This Warranty is Void If

The unit's hour meter is changed or altered, unless a NHCE dealer, at the direction of NHCE, changed the meter. If the unit is used in an application for which it is not designed, or the unit has been scrapped, salvaged, stolen, junked or totaled.

Limitation and Exclusions

The NHCE Warranty gives you specific legal rights and you may also have other rights, which vary, from region to region.

All CNH branded light equipment is covered by a one-year base warranty and our heavy equipment is covered by CASE ProCare, which is the most comprehensive planned maintenance support in the industry. **CASE ProCare comes standard on new heavy equipment orders at no additional cost to the customer.** Please take the opportunity to utilize our costing tool at <https://tco.casece.com/northamerica/en-us> This tool will help the customer to identify the cost of ownership while covered by ProCare and afterward.

ProCare Includes:

- 3-year/3,000-hour full machine factory warranty
- 3-year/3,000-hour planned maintenance
- 3-year Advanced SiteWatch subscription (Telematics)

Full description of warranty is provided in the brand's Warranty Statements – Please see “Warranty” attachment



CASE CE Warranty
2019.pdf



New Holland CE
Warranty 2019.pdf



CASE CE
ProCare.pdf

- Do your warranties cover all products, parts, and labor?

All materials and labor are covered as described in the brand's Warranty Statements – Please see “Warranty” attachment.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Standard Warranty is subject to one full year as described in brand's Warranty Statements – Please see “Warranty” attachment for additional restrictions. Case Construction also provides a 3 year/3,000 hours warranty on new heavy machine orders. Please see ProCare attachment.

- Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?

No. The warranty repair or replacement must be made at the dealer location as described in brands’ Warranty Statements– Please see “Warranty” attachments.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

No, Authorized CNH Industrial brand construction equipment dealers warranty repair centers are available in all geographic regions of the US and Canada. Sourcewell members will work with their local dealer for warranty repairs.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

If it’s a wholegood that is branded by CNH Brands, then it’s warrantied by CNH Industrial.

- What are your proposed exchange and return programs and policies?

If the equipment has a warranty issue, then it will be covered under the CNH Industrial warranty program. CNH Industrial equipment (dozers, Tractor loader backhoes, etc.) are not exchanged or returned. If the unit has an issue, our dealer network will service the units.

6) Describe any service contract options for the items included in your proposal.

All CNH branded light equipment is covered by a one-year base warranty and our heavy equipment is covered by CASE ProCare, which is the most comprehensive planned maintenance support in the industry. CASE ProCare comes standard on new heavy equipment orders at no additional cost to the customer. Please take the opportunity to utilize our costing tool at <https://tco.casece.com/northamerica/en-us>. This tool will help the customer to identify the savings of cost of ownership while covered by ProCare and afterward.

ProCare Includes:

- 3-year/3,000-hour full machine factory warranty
- 3-year/3,000-hour planned maintenance
- 3-year Advanced SiteWatch subscription (Telematics)

New Holland Skid Steer and Compact Track Loaders are covered by two-year, 2,000-hour Full Factory Warranty or unlimited hours in one year. The rest of our Construction equipment is covered by a one-year base warranty. For additional coverage on the construction equipment, agencies can speak to a New Holland Dealer about our Purchased Protection Plan.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

CNH Industrial's two construction equipment brands (Case, New Holland,) are offering a comprehensive solution of productivity enhancing construction equipment products including:

- Tractor loader backhoes – heavy equipment vehicle that consists of a tractor like unit fitted with a loader
- Crawler dozers – Powerful tracked machines that use a variety of front mounted blades to move material
- Motor graders – Machines used in excavation and precision finishing for the final shaping where pavement will be laid
- Compaction – Machine that reduces air and water particles as the roller moves over the area
- Rough terrain forklifts – Equipment used to lift material over a surface
- Wheel loaders – Equipment that moves material from stockpiles to trucks
- Compact wheel loaders – Equipment designed to move in small areas to move material
- Excavators – Equipment used to dig or move large objects
- Mini and midi excavators – Used to dig close to walls where the larger excavators can maneuver
- Skid steers - Small rigid frame with lift arms used to attach a wide variety of labor saving tools or attachments
- Compact track loaders – These are essentially Skid steer loaders with high-flotation rubber tracks, allowing these machines to work in poor underfoot conditions and on sensitive surfaces.

All are supported by CNH Genuine Parts to meet the needs of governmental buyers. Please refer to attached equipment descriptions.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

The pricing model is based on the standard List Price and Discount from List. Please see below for the full discount matrices. Each construction brand has its own discount matrix. Freight for SOURCEWELL members is FOB CNH North America plant or import distribution point. In order to determine total price, the CNH branded construction equipment dealer will utilize the Price List and add the Freight, Surcharge, and any prep fee to the quote.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our proposed discounts range by model 25%-38% off MSRP

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☒ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

CNH Industrial does not offer a volume program or rebate programs, but our CNH Industrial dealers are authorized, at the dealer's discretion, to provide additional discounts at the local level.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Proposed pricing for Sourced equipment / products and / or related services will be "Open Market". We will provide a quote for each such request. CNH America Industrial LLC dealers, at the dealer's discretion, may provide additional discounts at the local level.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Our dealer network will charge freight, pre-delivery inspection, equipment set up, and a steel surcharge will be added to the purchase price if applicable as a separate line item.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

Equipment is FOB factory. SOURCEWELL members will be extended the CNH Industrial subsidized dealer freight costs.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

The same shipping and delivery expense calculation method will be used for offshore delivery as well as Alaska and Hawaii.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

CNH Industrial has over 1,000 dealer locations in the United States and Canada to serve the agencies distribution and service needs.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

The dealer is required to submit the purchase order with the serial number of the machine sold to the Government Account Manager. Government Account Manager receives the PO and serial number for verification of membership and pricing. Dealer will receive an Authorization and settles unit. A quarterly report is then generated for all SOURCEWELL sales.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

CNH Industrial agrees to pay SOURCEWELL a 0.75% contract fee on

Industry-Specific Questions

19) Describe any industry-specific quality management system certifications obtained by your organization.

All US and Canadian manufacturing locations are ISO 14001, ISO 50001, and OHSA 18001 certified. Please see the attached certifications.

20) Describe any environmental management system certifications obtained by your organization.

All US and Canadian manufacturing locations are ISO 14001, ISO 50001, and OHSA 18001 certified. Please see the attached certifications.

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

With CASE CE 3-year/3000-hr planned maintenance, which comes standard on all heavy equipment, you get a fixed price for future work that's tailored to your specific needs. This makes budgeting and tracking maintenance a breeze.

New Holland Skid Steer and Compact Track Loaders are covered by two-year, 2,000-hour Full Factory Warranty or unlimited hours in one year. The rest of our Construction equipment is covered by a one-year base warranty. For additional coverage on the construction equipment, agencies can speak to a New Holland Dealer about our Purchased Protection Plan.

With your Planned Maintenance Agreement, you'll be able to:

- Identify problems and repair them before failure occurs
- Decrease downtime
- Improve resale value thanks to well-documented maintenance work
- Reduce your overall cost of ownership
- Improve your fuel economy

Signature: _____

Tony Simpson

Date: _____

3-12-19

AMENDMENT #1 TO CONTRACT #032119-CNH

This Amendment is by and between **Sourcewell** and **CNH Industrial America LLC** (Vendor). Sourcewell and Vendor will be collectively known hereinafter as “Parties.”

Vendor was awarded a Sourcewell Contract for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies effective May 13, 2019, through May 13, 2023, relating to the provision of services by Vendor and to Sourcewell and its Members.

The parties agree that certain terms within the Agreement shall be updated and amended and only to the extent as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Form P – Question #6 in the Vendor’s Response to the above-mentioned Request for Proposal is deleted in its entirety and replaced with the following:

RESPONSE: All CNH branded light equipment is covered by a one-year base warranty and our heavy equipment is covered by CASE ProCare, which is the most comprehensive planned maintenance support in the industry. CASE ProCare comes standard on new heavy equipment orders at no additional cost to the customer. Please take the opportunity to utilize our costing tool at <https://tco.casece.com/northamerica/en-us>. This tool will help the customer to identify the savings of cost of ownership while covered by ProCare and afterward.

ProCare Includes:

- 3-year/3,000-hour full machine factory warranty
- 3-year/2,000-hour planned maintenance
- 3-year Advanced SiteWatch subscription (Telematics)

New Holland Skid Steer and Compact Track Loaders are covered by two-year, 2,000-hour Full Factory Warranty or unlimited hours in one year. The rest of our Construction equipment is covered by a one-year base warranty. For additional coverage on the construction equipment, agencies can speak to a New Holland Dealer about our Purchase Protection Plan.

3. The Agreement and any previous amendments are incorporated into this Amendment by reference.

Except as amended by this Amendment, the Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 9/23/2019 | 4:10 PM CDT

APPROVED:

DocuSigned by:
By: Chad Coauette
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 9/23/2019 | 4:16 PM CDT

CNH Industrial America LLC

DocuSigned by:
By: Tony Simpson
Authorized Signature

Tony Simpson
Name – Printed

Title: Government Sales Manager

Date: 9/23/2019 | 3:22 PM CDT

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

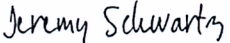
Sourcewell Contract #: 032119-CNH

Proposer's full legal name: CNH Industrial America LLC

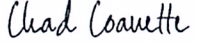
Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

C0FD2A139D06489...
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

7E42B8F817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

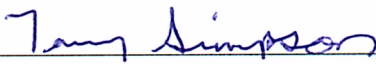
Sourcewell Contract # 032119-CNH

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name CNH Industrial America LLC.

Authorized Signatory's Title Government Sales Manager


VENDOR AUTHORIZED SIGNATURE

Tony Simpson
(NAME PRINTED OR TYPED)

Executed on May 10th, 20 19

Sourcewell Contract # 032119-CNH

ITEM 7.L

Building Fund mid-year budget adjustment to add new staff positions and related equipment.

Request

Approve a mid-fiscal year budget adjustment from the Building Fund Reserve to various Building Fund accounts for personnel and related equipment.

Explanation

The Building Division of the Development Services Department has experienced an increase in permitting and inspection activity over the last several years. Also, with the addition of the Fire Prevention Staff to the Building Division, there is an opportunity to provide services that are mandated by the National Fire Prevention Code. The Building Division has proposed to add four new positions to address work load, maintain and improve customer service and perform tasks mandated by the National Fire Prevention Code (NFPC).

The four proposed positions are:

- Fast Track Plan Reviewer (Plan Reviewer 1): To review and approve "over the counter permits" such as fence, re-roof and shed permits. Currently, these permits can take several days to process.
- Fire Inspector: The NFPC requires periodic inspections of commercial establishments to insure fire safety protocols are being met. The current Fire Prevention staff of three cannot maintain periodic inspections and perform the more demanding task of permit review and inspections.
- Account Specialist: The Building Division processes a large amount of money annually. An internal finance position would greatly assist in the handling of the funds and communication with the City's Finance Department.
- Business Tax Receipt (BTR) Specialist (Permitting Tech): The Building Division handles the City's BTR administration. Currently, the work is spread over several members of staff, taking away from dedicated permitting staff.

The requested positions will have a salary requirement for the current fiscal year of \$98,259 with \$49,130 for benefits, totalling \$147,389.

Equipment needs are as follows:

- Computers: \$15,000.
- Smartphone: \$100.
- Smartphone and mini-WIFI Service: \$492.
- Utility vehicle: \$36,000
- Desk and office equipment: \$3000.
- Total: \$54,592.

The total cost of adding the four positions is \$201,981.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10140100-509276		Decrease	201,981	
10140106-506464		Increase	15,000	
10140106-506495		Increase	36,000	

City of Kissimmee

10140103-504141		Increase	492	
10140103-505255		Increase	3,100	
10140101-501212		Increase	98,259	
10140101-502121		Increase	7,320	
10140101-502323		Increase	24,123	
10140101-502222		Increase	17,687	

Financial Summary:

All funds are from the Building Fund, no funds are from the General Fund.

Recommendation

Approve a mid-fiscal year budget adjustment from the Building Fund Reserve to various Building Fund accounts for personnel and related equipment.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

None

ITEM 8.A**Kissimmee Main Street Quarterly Update****Request**

This request is for the Commission to hear the quarterly update for the Kissimmee Main Street program.

Explanation

Kissimmee Main Street's executive director, Diana Morrero-Pinto, will provide the Commission with an update on the organization's activities over the first quarter of the year. A quarterly report is a requirement of the organization's funding contract with the City.

Recommendation

This is a presentation only, so no action is required.

REQUESTED CITY COMMISSION ACTION:

No Action

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 8.B

Approval of a First Amendment to the Downtown Kissimmee Community Redevelopment Agency Pioneer Project Incentive Program Agreement with Z Family Assets, LLC

Request

Approval of a First Amendment to the Downtown Kissimmee Community Redevelopment Agency Pioneer Project Incentive Program Agreement with Z Family Assets, LLC, for property located at 308 Broadway.

Explanation

On April 12, 2022, the Downtown Kissimmee Community Redevelopment Agency (CRA) entered into a Pioneer Project Incentive Program (PIIP) Agreement with Z Family Assets, LLC for the redevelopment of the former Makinson Hardware building into a mixed-use real estate project, that will include 4,680 SF of retail space, 2,600 SF of executive office mini-suites, 1,755 SF of climate-controlled storage, 7,280 SF of residential apartments, located at 308 Broadway, Kissimmee, FL, 34741.

Following the completion of a tax increment funding (TIF) analysis, the CRA awarded Z Family Assets a PIIP grant for the project in the amount of \$191,000. At the request of the applicant, the CRA performed an updated TIF analysis based on actual project costs and determined the project qualifies for additional PIIP grant funding in the amount of \$44,383.

Therefore, this necessitates an amendment to the original Agreement to increase the amount of CRA sponsored incentives allocated to the Project through the PIIP.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10625508-508282		Decrease		\$44,383

Financial Summary:

The Downtown Kissimmee CRA has funds available in the Aids to Private Organizations account to support this grant.

Recommendation

Approval of a First Amendment to the Downtown Kissimmee Community Redevelopment Agency Pioneer Project Incentive Program Agreement with Z Family Assets, LLC, for property located at 308 Broadway.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Development Services

Presenter: Samia Singleton

Attachment(s):

1. (S) 1st Amendment 308 Broadway PPIP Agreement

**FIRST AMENDMENT TO THE DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY
PIONEER PROJECT INCENTIVE PROGRAM AGREEMENT**

THIS FIRST AMENDMENT is made this _____ day of _____ 2023, by and between the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY (CRA)**, a special district of the State of Florida, hereinafter known as the “CRA”, and **Z FAMILY ASSETS**, hereinafter known as “DEVELOPER”. The DEVELOPER and the CRA are collectively referred to hereinafter as the “Parties”.

WITNESSETH:

WHEREAS, DEVELOPER currently operates an establishment in Downtown Kissimmee and is committed to expanding its business in the Downtown Kissimmee Redevelopment Area (the “Area”) and its business fulfills the goals and objectives in the CRA Master Redevelopment Plan (the “Plan”); and

WHEREAS, on February 17, 2022 DEVELOPER submitted a Pioneer Project Incentive Program (PPIP) application for redevelopment of the former Makinson Hardware building, a mixed-use real estate project that will include 4,680 SF of retail space, 2,600 SF of executive office mini-suites, 1,755 SF of climate-controlled storage, 7,280 SF of residential apartments, located at 308 Broadway, Kissimmee, FL, 34741 (the “Project”); and

WHEREAS, the CRA performed a tax increment funding (TIF) analysis and awarded DEVELOPER a PPIP grant in the amount of One Hundred and Ninety-One Thousand Dollars (\$191,000.00); and

WHEREAS, the Parties entered into a PPIP Agreement on April 12, 2022, attached hereto and incorporated herein as Exhibit “A”, hereinafter referred to as the “Original Agreement”; and

WHEREAS, the CRA performed an updated TIF analysis and determined the Project qualifies for additional PPIP grant funding in the amount of forty-four thousand three hundred and eighty-three dollars (\$44,383.00); and

WHEREAS, the CRA desires to amend the original Agreement dated April 12, 2022, by this instrument to increase the amount of CRA sponsored incentives allocated to the Project through the PPIP.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Original Agreement as follows:

- 1. RECITALS INCORPORATED.** The foregoing recitals are true and correct and incorporated herein. Additions to the Original Agreement are shown with underlining, deletions are shown with ~~striketrough~~ type, and asterisks (***) indicate an omission from the existing text indicating it remains unchanged, as may be necessary.

2. **Section 4 (Eligible Incentives) of the Original Agreement is amended and restated as follows:**
ELIGIBLE INCENTIVES. DEVELOPER shall receive a PPIP grant in the amount of ~~One Hundred and Ninety-One Thousand Dollars (191,000.00)~~ Two Hundred Thirty-Five Thousand and Three Hundred Eighty-Three Dollars (\$235,383.00).
3. **Section 6 (CRA Obligations) of the Original Agreement is amended and restated as follows:**
The CRA agrees to award the DEVELOPER a one-time PPIP grant in the amount of ~~\$191,000~~ \$235,383. The PPIP grant funds will be provided to the DEVELOPER once the Project is completed and DEVELOPER has provided the CRA with invoices for compensable improvements within the scope of DEVELOPER's application and this Agreement.
4. All other provisions of the Original Agreement remain in full force and effect.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Original Agreement, each upon the date set forth as more specifically defined above.

CRA:

Olga Gonzalez, Mayor – Commissioner/Chair

ATTEST:

Linda Hansell, City Clerk

DEVELOPER:



Z Family Assets, LLC

Printed Name: ZACHARY PARSONS

Title: MGR

APPROVED AS TO FORM:

City Attorney

**DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
PIONEER PROJECT INCENTIVE PROGRAM AGREEMENT**

THIS AGREEMENT is made and entered into this 12 day of April, 2022 by and between the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY (CRA)**, a special district of the State of Florida, hereinafter referred to as the “CRA” and Z Family Assets, LLC, hereinafter referred to as “DEVELOPER”.

WITNESSETH:

WHEREAS, DEVELOPER currently operates an establishment in Downtown Kissimmee and is committed to expanding its business in the Downtown Kissimmee Redevelopment Area (the “Area”) and its business fulfills the goals and objectives in the CRA Master Redevelopment Plan (the “Plan”); and

WHEREAS, the Plan supports providing financial incentives to encourage private sector investment and business development within the Area; and

WHEREAS, to help promote investment and development in the Area, the CRA established the Pioneer Project Incentive Program (the “PPIP”) as a vehicle to help support those endeavors. The PPIP Policy is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, DEVELOPER has submitted a PPIP application for redevelopment of the former Makinson Hardware building, a mixed-use real estate project that will include 4,680 SF of retail space, 2,600 SF of executive office mini-suites, 1,755 SF of climate-controlled storage, 7,280 SF of residential apartments, located at 308 Broadway, Kissimmee, FL, 34741 (the “Project”), attached hereto and incorporated herein as Exhibits “B” and “C”; and

WHEREAS, grant funds will be used to preserve and restore the historically significant building and business for the City of Kissimmee through adaptive reuse of the building and property, and to bring people and events to Downtown Kissimmee; and

WHEREAS, the CRA reviewed the application and determined DEVELOPER is eligible for a PPIP grant; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the terms and conditions under which DEVELOPER shall be awarded the PPIP grant.

NOW THEREFORE, in consideration of mutual covenants, conditions, and promises contained herein, the Parties agree as follows:

1. **Recitals Incorporated.** The above-listed recitals are true and correct and hereby incorporated into this Agreement.
2. **Exhibits.** The following documents are attached and referred to in this Agreement and are by this reference incorporated herein:

<u>Exhibits</u>	<u>Description</u>
"A"	PIIP Policy
"B"	Z Family Assets, LLC PIIP Application
"C"	Project Description

3. **Term.** This Agreement shall commence on the above stated effective date and shall continue until DEVELOPER fulfills its grant obligations, not to exceed five (5) calendar years from the date of execution, unless earlier terminated as provided in this Agreement.
4. **Eligible Incentives.** DEVELOPER shall receive a PIIP grant in the amount of One Hundred and Ninety-One Thousand Dollars (\$191,000.00).
5. **Grant Conditions and DEVELOPER Obligations.**
 - a. DEVELOPER agrees that all PIIP grant funding shall be used to preserve and restore the historic Makinson Hardware building located at 308 Broadway, Kissimmee, FL, 34741. DEVELOPER agrees to restore the building and create a multi-use project, which includes restaurants, offices and 10 multi-family apartment units. DEVELOPER agrees to utilize historical artifacts in the redevelopment project and to display artifacts intended to preserve the historic legacy of "Makinson Hardware."
 - b. DEVELOPER agrees to follow the procedures outlined in the CRA's PIIP policy and acknowledges receipt thereof.
 - c. DEVELOPER's failure to meet the eligibility requirements and all obligations outlined in the PIIP policy may be considered a material default of this Agreement, and DEVELOPER may be required to reimburse CRA for any and all funds which may have been dispersed.

d. DEVELOPER agrees to prominently display a sign provided by the CRA on the premises indicating that the property is a CRA Pioneer Project site.

6. **CRA Obligations.** The CRA agrees to award the DEVELOPER a one-time PPIP grant in the amount of \$191,000. The PPIP grant funds will be provided to the DEVELOPER once the Project is completed and DEVELOPER has provided the CRA with invoices for compensable improvements within the scope of DEVELOPER's application and this Agreement.
7. **Notice.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

CITY: Downtown Kissimmee Community Redevelopment Agency
City of Kissimmee, Development Services
Attn: Samia Singleton
101 Church Street
Kissimmee, Florida 34741

and

Office of the City Attorney
Attn: Olga Sanchez de Fuentes
101 Church Street
Kissimmee, Florida 34741

DEVELOPER: Z Family Assets, LLC
Attn: Zachary Parsons
117-B Broadway
Kissimmee, Florida 34741

8. **Termination.** Either Party may terminate the Agreement for convenience by giving the other Party written notice at least thirty (30) days prior to effective date of termination. CRA may terminate this Agreement immediately with notice to DEVELOPER in the event of any breach of the conditions of the Agreement by DEVELOPER, including non-performance of duties. In the event of termination, DEVELOPER shall be required to

reimburse the CRA for any grant funding received, if performance measures were not achieved.

9. **Severability.** All clauses of this Agreement are distinct and severable, and if any clause is deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this Agreement.
10. **Waiver.** No waiver by either Party of any defaults shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
11. **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their heirs, administrators, successors, or assigns.
12. **Governing Law and Venue.** This Agreement shall be governed by the laws of Florida. Venue shall be in Osceola County, Florida.
13. **Waiver of Jury Trial.** The Parties agree to waive any right to trial by jury for any action arising out of this Agreement.
14. **Modifications.** Any modifications to this Agreement must be in writing and signed by both Parties.
15. **Entire Agreement.** This Agreement and all Exhibits hereto constitute the entire understanding of the Parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. Any agreement not contained herein shall not be binding on either Party, nor of any force or effect
16. **Signature Authority.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a Party hereto.

(Signature page to follow)

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

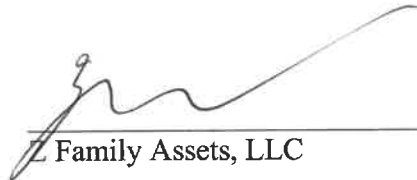
CITY OF KISSIMMEE


Olga Gonzalez, Mayor-Commissioner

ATTEST:



Linda Hansell, City Clerk


Z Family Assets, LLC

Printed Name: ZACHARY PARSONS

Title: MGR

APPROVED AS TO FORM:

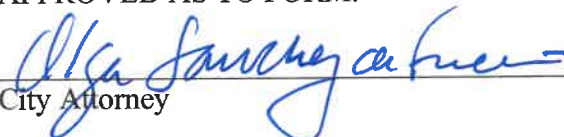

City Attorney

EXHIBIT A

Pioneer Project Incentive Program Policy



**DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY
PIONEER PROJECT INCENTIVE PROGRAM POLICY**

The Downtown Kissimmee Community Redevelopment Agency (CRA) Redevelopment Plan advises the use of developer incentives to attract private sector investment. The purpose of the Downtown Kissimmee CRA Pioneer Project Incentive Program (PPIP) would incentivize the development of residential, commercial and mixed-use projects in the CRAs that would otherwise not happen due to conditions outside of the developer's, the City's or the CRAs' ability to control or influence, such as, but not limited to exorbitant development impact fees by outside agencies or market conditions.

The PPIP would support development projects that will positively impact the residential and business community, and the economic vitality of the CRA. Qualifying projects are those that are deemed desirable to the CRAs and identified as potentially having a significant positive impact on the local economy.

Pioneer projects are defined as follows:

- A market rate or above residential project that significantly increases the CRA's population.
- An innovative commercial project that creates employment opportunities, attracts significant attention to the CRA and/or fills an unmet need in the CRA. Qualified Targets Industry project are especially desirable.
- A mixed-use commercial and residential project achieving the standards above.

Program Funding

Projects will be considered on a case-by-case basis at the sole discretion of the CRA and any award is contingent upon the availability of funds. Assistance may be made in full within the first year or disbursed over a period of several years. Staff will complete the evaluation process and determine project eligibility and level of support.

- Structures 1,000 SF to 5,000 SF: Award up to \$150,000
- Structures larger than 5,000 SF but less than 10,000 SF: Award up to \$500,000
- Structures larger than 10,000 SF: Award up to \$1.5M

PPIP assistance includes one or any combination thereof of the following: *

- TIF Rebate - A partial to full rebate for a defined of time period.
- Permit Fee, Impact Fee and Mobility Fee Waiver or Reduction - Though the City's regional brownfields designation, the City may offer a partial or complete waiver of permitting fees, impact fees and mobility fees.
- Grant - Awarded on a reimbursement basis, following the completion of the project.
- Land contribution

*Additional forms of assistance may be provided on a case by case basis.

Projects with one or more of the following have a greater chance of being awarded:

- **Maximum capital investment** – Projects must demonstrate that the public investment committed to a project will leverage substantial private capital investment. A minimum investment ratio of 3:1, private to public investment, will be utilized for evaluation purposes. A greater leverage of private investment is desirable; however, meeting or exceeding the ratio threshold does not guarantee the request for assistance.
- **Number of residential units**- Development of 20 or more units in a standalone residential project or 10 or more units in a mixed-use project.
- **Public-use facilities**- park or parkette, tourism and visitation amenities, public meeting space, parking facilities, electric vehicle charging stations, streetscape improvements, public infrastructure improvements.
- **Jobs created**- The jobs must pay an average annual wage that is 115% of the Osceola County average wage. (2021: 115% = \$43,081).
- **Connection with the CRA Redevelopment Plans**- Fulfills one or more of the goals and objectives in the Plan or development of an opportunity site.

Eligibility Requirements

1. The applicant must clearly identify that there is a financial need for public investment in the project.
2. The project will be consistent with the CRA's Design and Technical Standards and the City of Kissimmee Form Based Code.
3. Public benefits outlined in the application, in addition to the new capital investment resulting from the project, will strengthen the evaluation of the application.
4. Properties must be current on their taxes, or be made current upon a change in ownership of the property. Tax exempt projects are not eligible to participate in this program.
5. If the applicant is not the owner of the property, the property owner must provide authorization for the applicant to apply.
6. The applicant will be required to provide information related to their financial feasibility of the project, in order to assess financial risks and assess the level of public support requested by the applicant.
7. Assistance is available once per property, per a five-year period.
8. Applicants that have received any CRA funding for the two preceding years are ineligible.

Submittal Requirements and Approval Process

1. Contact CRA Manager Samia Singleton at samia.singleton@kissimmee.gov or 407-518-2587 to determine eligibility.
2. Submit the completed PPIP application with all supporting documentation. Incomplete applications will not be accepted. **SUBMITTED APPLICATIONS ARE NOT AUTOMATICALLY APPROVED.**
3. Staff will evaluate the application a to determine whether or not the project is eligible for assistance.
4. If the project is eligible, staff will perform a Tax Increment Funding (TIF) analysis of the project to determine the level of assistance the CRA will provide.
5. Once the TIF analysis is complete, the application and proposed CRA contribution will be included on the next City Commission agenda for the DKCRA Boards' recommendation. Applicants are encouraged to be present and prepared to discuss the project.
6. After the board meeting, staff will notify the applicant of their approval or denial in writing. No work can commence prior to receiving written notification to proceed (letter or email).
7. If the CRA approves the application, an agreement between all parties will be required and shall include all of the public and private commitments and payment reimbursement schedule.
8. For the duration of the improvements, the applicant shall post a sign, to be provided by the CRA, which indicates the project has been approved as a CRA pioneer project site.

EXHIBIT B

Z Family Assets, LLC

Pioneer Project Incentive Program Application

The 308 Broadway Building is more commonly known as "The Makinson Hardware Building". It was sold to our company by the Makinson family because of our appreciation of the architectural value of the hardware store building and our understanding of the historical legacy of 120 years of business and contribution to the Kissimmee settlement. The building is the arguably the most historically significant structure in the Kissimmee downtown area. It is our intention, with the help of the Pioneer Grant, to restore the building and create a multi-use project, which includes restaurants, offices and 10 multi-family apartment units. The Makinsons also contributed many historical artifacts that will be utilized in the project design and displayed to preserve the historic legacy of "Makinson Hardware". The project also includes a pavilion to be used for public gatherings, social events intended to promote the historic downtown area. that will be utilized in the project design and displayed to preserve the historic legacy of "Makinson Hardware". The project also includes a pavilion to be used for public gatherings, social events intended to promote the historic downtown area.

The Pioneer Grant would assist with the following expenses:

1. Purchase the historic site:	\$1,500,000.00
2. Assist in the cost of impact fees:	\$180,000.00
3. Restore existing facades:	\$110,000.00
4. Costs of adaptive-use improvements:	\$315,000.00
5. Environmental contamination:	\$25,000.00
6. Construction of pavilion:	\$145,000.00
7. <u>Fire sprinklers/alarms:</u>	<u>\$125,000.00</u>
TOTAL:	\$2,400,000.00



**DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY (CRA)
PIONEER PROJECT INCENTIVE PROGRAM APPLICATION**

All applications will be considered on a case-by-case basis at the sole discretion of the Downtown Kissimmee CRA.

APPLICATION FORM

(Please Print)

APPLICANT NAME: <u>Z Family Assets, LLC</u>		
CONTACT PERSON (if Corporation): <u>Zachary Parsons</u>		
ADDRESS: <u>117-B Broadway</u>		
CITY: <u>Kissimmee</u>	STATE: <u>Florida</u>	ZIP: <u>34741</u>
TELEPHONE: <u>352-262-2336</u>	FAX: _____	
EMAIL ADDRESS: <u>parsonszack@hotmail.com & raycparsons@hotmail.com</u>		

APPLICANT BUSINESS STRUCTURE:
(PLEASE CHECK ALL THAT APPLY)

Sole proprietorship/Individual	☐
C-Corporation	☐
S-Corporation	☐
Limited Liability	☒

PROJECT SITE ADDRESS:

ADDRESS: 308 Broadway

CITY: Kissimmee STATE: Florida ZIP: 34741

PROJECT SQ FT: 18,000sf

PARCEL ID: 222529217000200040

BASE REAL PROPERTY VALUE:

Most recent tax assessed value \$ 275,300 YEAR: 2022

DOES THE APPLICANT OWN THE PROPERTY?

☒

YES

☐

NO

IF NOT:

- A. PLEASE LIST THE OWNER(S) OF THE PROPERTY OR PROPERTIES ASSOCIATED WITH THIS APPLICATION AND ATTACH OWNERSHIP AUTHORIZATION.

- B. DOES THE APPLICANT INTEND TO ACQUIRE THE PROPERTY?

BRIEF PROJECT DESCRIPTION (MAY INCLUDE DETAILED SUMMARY WITH THE CONSTRAINTS OR OBSTACLES IN DEVELOPING SITE, AS A SEPARATE ATTACHMENT):

PLEASE REFERENCE ADDITIONAL DESCRIPTION

TOTAL ESTIMATED PRIVATE CAPITAL INVESTMENT FOR THE PROJECT.

Real property - construction value

\$ 2,400,000

Personal property (business) – only if known through a tenant lease or ownership

\$ 150,000

PLEASE LIST ALL PUBLIC INCENTIVE(S) REQUESTED WITH KNOWN OR ESTIMATED VALUE

	VALUE
Kissimmee CRA Pioneer Grant	\$ 350,000
	\$
	\$
	\$
	\$
	\$

TOTAL ESTIMATED VALUE OF ALL PUBLIC INCENTIVES:

\$ 350,000

DOES THE APPLICANT HAVE ALL THE PRIVATE MATCH FUNDING IN PLACE TO COMPLETE THIS PROJECT: YES OR NO

If No, please explain:

Yes

LIST PUBLIC BENEFITS AND QUANTIFY IF KNOWN:

To preserve and restore a major historically significant building and business legacy for Kissimmee, through adaptive use of the building and property, and to bring people and events to the historic downtown.

DOCUMENT & INFORMATION CHECK LIST:

- ☒ Ownership authorization or Affidavit of Ownership
- ☒ Site plan, conceptual plan elevations, floor plans, estimates (Licensed Engineer, Licensed Architect)
- ☒ Preliminary Project Schedule
- ☒ Commercial description- office, retail tenant base of the project, units, square feet, target lease rate
- ☒ Residential description – number of units, market sales price, market lease rates, target buyer or lessee.
- ☒ Résumé of the developer or development team, related development experience, and financial statement
- ☒ Business and financial feasibility information for the proposed project:
 - Development Pro-Forma – development costs, sources and uses, cash flow analysis, debt coverage ratio, supportable debt and gap identification
 - Lease agreement if leasehold / land lease
 - Tenant commitments
 - Project financing – letters of intent from bank or lending institution
 - Ownership and equity positions

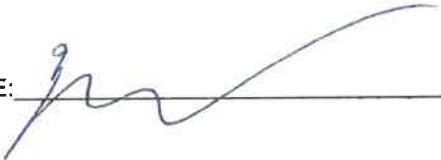
CERTIFICATION BY APPLICANT:

The applicant certifies that all the information in this application, and all information furnished in support of this application, is given for obtaining funds or other financial considerations from the Downtown Kissimmee CRA, and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the improvements on the property. Evidence of this authority must be attached.

Verification of any of the information contained in this application may be obtained from any source named herein.

It is further understood that all information obtained will be held in confidence and used for no other purposes by the Downtown Kissimmee CRA however, certain information provided is subject to Public Records Laws of the State of Florida. I have received and reviewed the program guidelines in this application package, prior to submitting this application.

SIGNATURE:  DATE: 2-16-2022

Please email any questions to samia.singleton@kissimmee.gov.

EXHIBIT C

Project Description

Overview

308 Broadway
308 Broadway
Kissimmee, Florida 34741

Purchase Info

Square Feet	18,414
Purchase Price	\$1,500,000
Initial Cash Invested	\$895,000

Income Analysis

	Monthly	Annual
Net Operating Income	\$22,708	\$272,490
Cash Flow	\$17,374	\$208,490

Financial Metrics

Cap Rate (Purchase Price)	18.2%
Cash on Cash Return (Year 1)	23.3%
Internal Rate of Return (Year 10)	24.0%
Sale Price (Year 10)	\$2,443,342



308 Broadway is a mixed-use real estate project that will include 4,680sf of retail (2 units @ \$10,000 Total Monthly Gross), 2,600 of executive office mini-suites (10 units @ \$5,500 Total Monthly Gross), 1,755sf of climate-controlled storage (9 units @ \$3,600 Total Monthly Gross), 7,280sf of residential apartments (10 units @ \$10,550 Total Monthly Gross).

Purchase Price: \$1,500,000

Projected Construction Costs: \$965,000

Projected Gross Revenue: \$29,650/Month

Pre-Leased Revenue: \$17,450/Month



Purchase Analysis

308 Broadway
308 Broadway
Kissimmee, Florida 34741

Purchase Info			Income			Monthly	Annual
Purchase Price		\$1,500,000	Gross Rent			\$29,650	\$355,800
- First Mortgage		-\$1,600,000	Vacancy Loss			-\$1,482	-\$17,790
- Second Mortgage		-\$0	Operating Income			\$28,168	\$338,010
= Cash Back from Lender		-\$100,000	Expenses (% of Income)			Monthly	Annual
+ Buying Costs		\$30,000	Cleaning & Maintenance (4%)			-\$1,250	-\$15,000
+ Initial Improvements		\$965,000	Insurance (4%)			-\$1,200	-\$14,400
= Initial Cash Invested		\$895,000	Taxes (6%)			-\$1,750	-\$21,000
Square Feet		18,414	Utilities (3%)			-\$800	-\$9,600
Cost per Square Foot		\$81	Landscaping (0%)			-\$60	-\$720
Monthly Rent per Square Foot		\$1.61	Internet (1%)			-\$200	-\$2,400
Mortgages			Security (1%)			-\$200	-\$2,400
	First	Second	Operating Expenses (19%)			-\$5,460	-\$65,520
Loan-To-Cost Ratio	106.67%	0%	Net Performance			Monthly	Annual
Loan-To-Value Ratio	106.67%	0%	Net Operating Income			\$22,708	\$272,490
Loan Amount	\$1,600,000	\$0	- Mortgage Payments			-\$5,333	-\$64,000
Loan Type	Interest-Only		- Year 1 Improvements			-\$0	-\$0
Term	20 Years		= Cash Flow			\$17,374	\$208,490
Interest Rate	4%						
Payment	\$5,333.33	\$0.00					
Financial Metrics (Year 1)							
Annual Gross Rent Multiplier		4.2					
Operating Expense Ratio		19.4%					
Debt Coverage Ratio		4.26					
Cap Rate (Purchase Price)		18.2%					
Cash on Cash Return		23.3%					
Assumptions							
Appreciation Rate		5.0%					
Vacancy Rate		5.0%					
Income Inflation Rate		4.0%					
Expense Inflation Rate		3.0%					
LTV for Refinance		0.0%					
Selling Costs		\$60,000					

Buy and Hold Projection

308 Broadway
308 Broadway
Kissimmee, Florida 34741

Income	Year 1	Year 2	Year 3	Year 5	Year 7	Year 10	Year 15
Gross Rent	\$355,800	\$370,032	\$384,833	\$416,236	\$450,201	\$506,414	\$616,130
Vacancy Loss	-\$17,790	-\$18,502	-\$19,242	-\$20,812	-\$22,510	-\$25,321	-\$30,807
Operating Income	\$338,010	\$351,530	\$365,592	\$395,424	\$427,690	\$481,094	\$585,324

Expenses	Year 1	Year 2	Year 3	Year 5	Year 7	Year 10	Year 15
Cleaning & Maintenance	-\$15,000	-\$15,450	-\$15,914	-\$16,883	-\$17,911	-\$19,572	-\$22,689
Insurance	-\$14,400	-\$14,832	-\$15,277	-\$16,207	-\$17,194	-\$18,789	-\$21,781
Taxes	-\$21,000	-\$21,630	-\$22,279	-\$23,636	-\$25,075	-\$27,400	-\$31,764
Utilities	-\$9,600	-\$9,888	-\$10,185	-\$10,805	-\$11,463	-\$12,526	-\$14,521
Landscaping	-\$720	-\$742	-\$764	-\$810	-\$860	-\$939	-\$1,089
Internet	-\$2,400	-\$2,472	-\$2,546	-\$2,701	-\$2,866	-\$3,131	-\$3,630
Security	-\$2,400	-\$2,472	-\$2,546	-\$2,701	-\$2,866	-\$3,131	-\$3,630
Operating Expenses	-\$65,520	-\$67,486	-\$69,510	-\$73,743	-\$78,234	-\$85,489	-\$99,105

Income Analysis	Year 1	Year 2	Year 3	Year 5	Year 7	Year 10	Year 15
Net Operating Income	\$272,490	\$284,045	\$296,081	\$321,681	\$349,456	\$395,605	\$486,219
- Mortgage Payments	-\$64,000	-\$120,359	-\$120,359	-\$120,359	-\$120,359	-\$120,359	-\$120,359
- Improvements	-\$0	-\$0	-\$0	-\$0	-\$0	-\$0	-\$0
= Cash Flow	\$208,490	\$163,686	\$175,722	\$201,322	\$229,097	\$275,246	\$365,860
Cap Rate (Purchase Price)	18.2%	18.9%	19.7%	21.4%	23.3%	26.4%	32.4%
Cap Rate (Market Value)	17.3%	17.2%	17.1%	16.8%	16.6%	16.2%	15.6%
Cash on Cash Return	23.3%	18.3%	19.6%	22.5%	25.6%	30.8%	40.9%
Return on Equity	N/A	147.3%	69.3%	36.0%	25.7%	18.9%	14.2%

Loan Analysis	Year 1	Year 2	Year 3	Year 5	Year 7	Year 10	Year 15
Market Value	\$1,575,000	\$1,653,750	\$1,736,438	\$1,914,422	\$2,110,651	\$2,443,342	\$3,118,392
- Loan Balance	-\$1,600,000	-\$1,542,596	-\$1,482,854	-\$1,355,967	-\$1,218,531	-\$990,658	-\$544,617
= Equity	-\$25,000	\$111,154	\$253,584	\$558,455	\$892,119	\$1,452,684	\$2,573,776
Loan-to-Value Ratio	101.6%	93.3%	85.4%	70.8%	57.7%	40.5%	17.5%
Potential Cash-Out Refi	-\$1,600,000	-\$1,542,596	-\$1,482,854	-\$1,355,967	-\$1,218,531	-\$990,658	-\$544,617

Sale Analysis	Year 1	Year 2	Year 3	Year 5	Year 7	Year 10	Year 15
Equity	-\$25,000	\$111,154	\$253,584	\$558,455	\$892,119	\$1,452,684	\$2,573,776
- Selling Costs	-\$63,000	-\$66,150	-\$69,458	-\$76,577	-\$84,426	-\$97,734	-\$124,736
= Proceeds After Sale	-\$88,000	\$45,004	\$184,126	\$481,878	\$807,693	\$1,354,950	\$2,449,040
+ Cumulative Cash Flow	\$208,490	\$372,176	\$547,898	\$937,480	\$1,381,504	\$2,159,840	\$3,800,545
- Initial Cash Invested	-\$895,000	-\$895,000	-\$895,000	-\$895,000	-\$895,000	-\$895,000	-\$895,000
= Net Profit	-\$774,510	-\$477,820	-\$162,975	\$524,359	\$1,294,197	\$2,619,790	\$5,354,586
Internal Rate of Return	N/A	N/A	-8.6%	14.0%	20.8%	24.0%	24.9%
Return on Investment	-87%	-53%	-18%	59%	145%	293%	598%

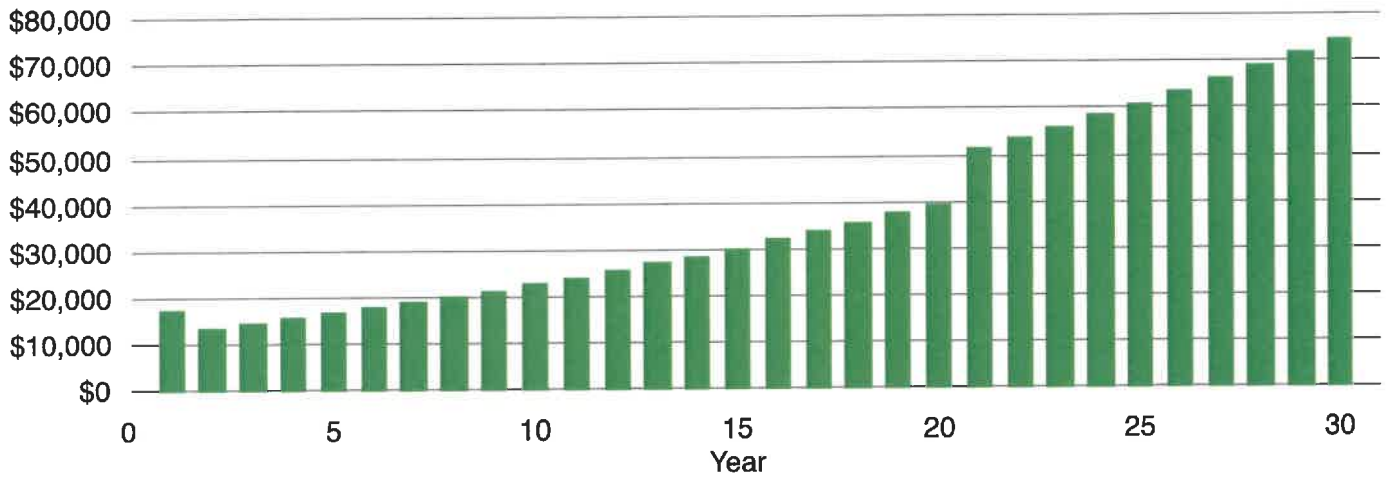
Graphs

308 Broadway

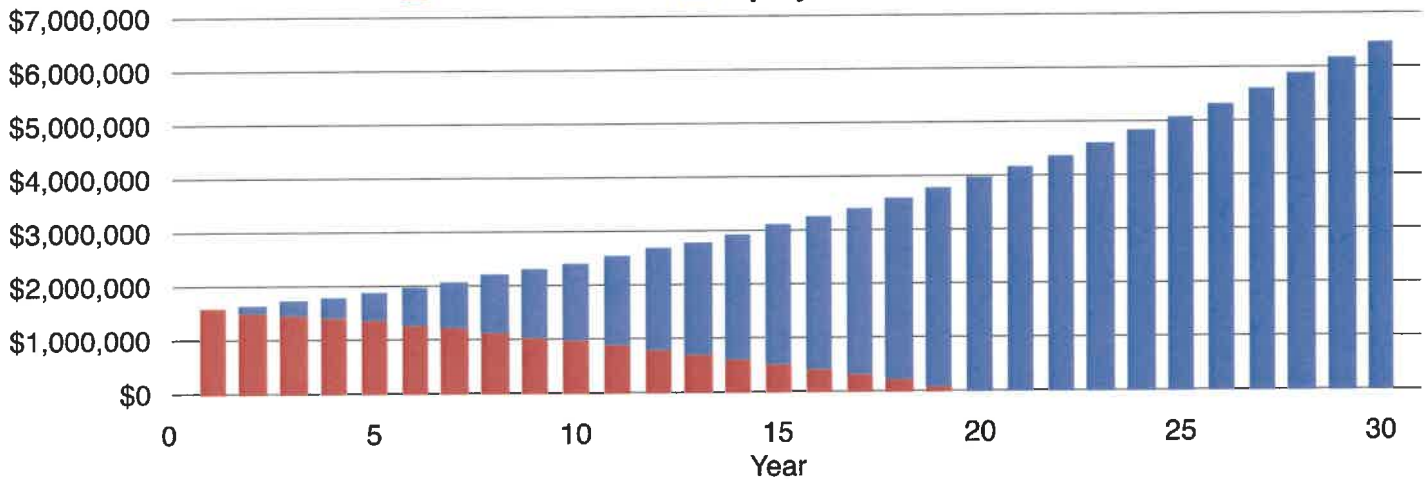
308 Broadway

Kissimmee, Florida 34741

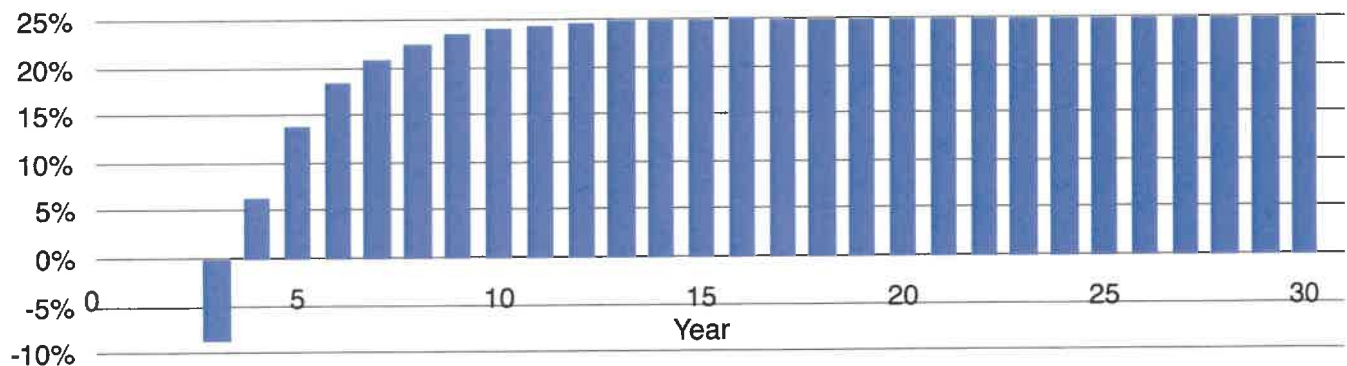
Monthly Cash Flow



■ Loan Balance + ■ Equity = Market Value



Internal Rate of Return (IRR)



ITEM 8.C

Advisory Board Vacancies: Board of Adjustment, Planning Advisory and Parks and Recreation Board

Request

The Commission is requested to make appointments to fill vacancies on the Board of Adjustment and Planning Advisory Board.

Explanation

Commissioner Castano appointed Jeniffer Salas to the Board of Adjustment on October 18, 2022, pending review of an application that was to be filed. Ms. Salas' application was received, but upon review she did not qualify for the position. She was notified and submitted a second application with changes but she still did not qualify for the position on the grounds she is not a City resident and does not own or operate a business in the City. Since the term expiration date for this vacancy is set for May 31, 2023, City staff requests that the appointment be made for the remainder of the term, plus an additional three (3) full year term, expiring on May 31, 2026. Seat # 1 was originally assigned the Board of Adjustment vacancy and the appointment remains assigned to Seat # 1 due to the applicant not qualifying for appointment.

Planning Advisory Board Member, Jeffrey Wolff missed more than half of the scheduled meetings for the calendar year of 2022. City Code Section 2-146, states that "in the event that an appointee misses three consecutive meetings or at least one-half of the meetings of the calendar year, he shall be considered to have resigned and a new replacement may be appointed." Mr. Wolff's term is set to expire on May 31, 2023. When an appointment is made, City staff requests that the appointment be made for the remainder of the term, plus an additional three (3) full year term, expiring on May 31, 2026. Seat # 3 has been assigned this Planning Advisory Board vacancy.

Parks and Recreation Board Member, Sheila Molina missed three (3) consecutive meetings for the calendar year and has been removed from the Board. City Code Section 2-146, states that "in the event that an appointee misses three consecutive meetings or at least one-half of the meetings of the calendar year, he shall be considered to have resigned and a new replacement may be appointed." Ms. Molina's term is set to expire on May 31, 2023. When an appointment is made, City staff requests that the appointment be made for the remainder of the term, plus an additional three (3) full year term, expiring on May 31, 2026. Seat # 4 has been assigned to this Parks and Recreation Board vacancy.

The Commissioners will have 30 days to make an appointment. If no extension is requested, the appointment will automatically roll over to the next Commissioner in the rotation.

Commissioner Rotation:	Appointment Expires:	Advisory Board:	Board Term Expires:	Requirements:
Seat #1 - Castano <i>*No applications on file*</i>	4/17/2023- 2/21/2023 3/21/2023 4/18/2023	Board of Adjustment	05/31/2023 (requesting filling of partial term, plus new three (3) year term, ending 05/31/2026)	City Resident and must have a Florida License as an Engineer, Architect, Surveyor or Contractor. Members may be a resident or non-City resident; non-residents must either own real

				property or maintain a business office within the City.
Seat #3 - Alvarez <i>*No applications on file*</i>	2/21/2023 3/21/2023 4/18/2023	Planning Advisory Board	05/31/2023 (requesting filling of partial term, plus new three (3) year term, ending 05/31/2026)	Member must be a City resident.
Seat #4 - Martinez <i>*One application on file*</i>	05/16/2023	Parks & Recreation Board	05/31/2023 (requesting filling of partial term, plus new three (3) year term, ending 05/31/2026)	Member must be a City resident and may not serve on any other board.

Recommendation

Staff recommends the Commission make appointments to fill vacancies on the Board of Adjustment and Planning Advisory Board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Parks and Recreation Board Applicant - Hamza Godil

City of Kissimmee Advisory Board Member Application

Name *

Hamza

First

Godil

Last

Address *

2869 Paige Dr

Street Address

kissimmee

City

FL

State/Region/Province

34741

Postal / Zip Code

United States

Country

Phone *

3218050025

Email *

Hamzagodil11@hotmail.com

Name of Employer *

Hilton Grand Vacations

Are you a resident of the City of Kissimmee? *

- ☒ Yes, I live in the City of Kissimmee
- ☐ No, I do not live in the City of Kissimmee

Do you own/operate a business in the City of Kissimmee? *

- ☒ Yes, I own/operate a business in the City of Kissimmee
- ☐ No, I do not own/operate a business in the City of Kissimmee

Legal Name of Business Owned by Applicant *

HIG Investments

City of Kissimmee Advisory Board Member Application

Address of Business Owned by Applicant *

2869 Paige Dr

Street Address

Address Line 2

Kissimmee

City

FL

State/Region/Province

34741

Postal / Zip Code

Please select all advisory boards you wish to serve on: *

- ☒ Board of Adjustment
- ☒ Citizens' Police Review Advisory Board
- ☐ Historic Preservation Advisory Board
- ☐ Kissimmee Charter Academy Board
- ☒ Parks & Recreation Advisory Board
- ☒ Pension Board - Fire
- ☒ Pension Board - General Employee
- ☒ Pension Board - Police
- ☒ Planning Advisory Board

Please select your highest level of education you have obtained. *

Bachelor's degree

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

Dr. phillips High School
Islamic Center of Orlando
Islamic Center of Kissimmee

Do you have any special skills or certifications?

Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.

Please attach your resume or proof of qualification and/or licenses.



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City of Kissimmee Advisory Board Member Application

Collection of Demographic Information

Florida Statute encourages the diversification of various advisory boards and committees pursuant to Florida Statute 760.80. This chapter also requires annual reporting of the demographics for some types of advisory boards.

Are you a member of any of the following minority groups? *

- ☐ Hispanic
- ☐ White, non-hispanic
- ☐ Black or African American
- ☐ American Indian or Alaska Native, non-hispanic
- ☒ Asian
- ☐ Native Hawaiian or other Pacific Islander

What is your gender? *

- ☒ Man
- ☐ Woman

Are you physically disabled? *

- ☐ Yes, I am physically disabled
- ☒ No, I am not physically disabled

Certification & Requirements Acknowledgement

By filing this application with the City of Kissimmee and placing my signature below,
I do hereby acknowledge the following:

1. This Application, when completed and filed with the Office of the City Clerk, is a PUBLICRECORD under Chapter 119, Florida Statutes, and is open to public inspection.
2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.
3. I consent to filing the Statement of Financial Interests (Form 1) for the Board of Adjustment, any Pension Board, and the Planning Advisory Board upon the appointment to such board. <http://www.ethics.state.fl.us>
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with Florida Sunshine Law and the Code of Ethics for Public Officials. More information about compliance can be found in the [online Guide to Sunshine Amendment and Code of Ethics](#).
5. I understand the responsibilities associated with being a board/committee member, and will have adequate time to serve on this board/committee.

City of Kissimmee Advisory Board Member Application

Signature

By typing your name below you attest that the information provided on this form is true and correct, and consent is hereby given to the City Commission or its designated representative to verify and and/or all information provided.

Hamza Godil

Hamza Godil

Orlando, FL | (321) 805 - 0025 | hamzagodil11@hotmail.com | [linkedin.com/in/hamzagodil](https://www.linkedin.com/in/hamzagodil)

EDUCATION:

University of Central Florida, Orlando FL

Bachelor of Science in Actuarial Science (GPA: 3.4)

Graduated: May 2022

ACTUARIAL EXAMS:

Probability (P/1)

Sitting: November 2022

Financial Mathematics (FM/1)

Sitting: March 2023

EXPERIENCE:

Hilton Grand Vacations *Data Analyst*, Orlando FL

June 2022 - Current

- Collect data from Purchasing and Accounts Payable departments to use in establishing organizational structure.
- Tracking Proposals and bids for Purchasing department and analyzing the data to make better decisions for purchasing department.
- Working with vendor to negotiate key contracts with multiple suppliers with the help of organized data.
- Applied organizational skills and sharp attention to details in creating PO's and sending out requisition.
- Working on creating a data base to monitor expense.
- Focused on cost reduction and savings during the continuous sourcing for different material to support the company in lowering its operational cost.

Canvas Freaks *Supply Chain Manager*, Orlando FL

June 2020 – July 2022

- Managing all material planning efforts along with direct oversight of all International and Domestic procurement.
- Sourced 50+ new products for multiple E-commerce brands.
- Reduced direct material cost by 9% on average.
- Forecasting Inventory based on sales forecast, historical usage, and product trends. Achieved 97% forecast accuracy compared to actual demand.
- Managing relationship with vendors ensuring expectations are met.

Canvas Freaks *Assistant General Manager*, Orlando FL

Jan 2017 – June 2020

- Processed Payroll for over 200 employees on bi-weekly basis.
- Maintained employee banking information with accuracy and confidentiality.
- Conduct meeting with sales, marketing, and operations to understand the changes in demand levels and recommend changes to product mix and forecast based on collaborative knowledge of demands.
- Suggest procedural changes to improve workflow and efficiency of all departments.
- Identified staff vacancies, recruited, interviewed & selected applicants, cutting overtime by 30%
- Analyzed monthly sales data to determine trends and patterns.
- Adapted and revised weekly schedule.

PROJECTS:

Drake Symposium Project

July 2020 – Sept 2020

- Reviewed and analyzed the given data and built a pricing model for cellphone insurance.
- Came up with best promotion for our customers to buy the insurance plan.

Regression Model for R

August 2020 - August 2020

- Found data set that included dependent and independent variable.

- Learned data in flat-file formatting.
- Built regression model and saw the upward trends in price of houses in King County.

EXTRACURRICULAR INVOLVEMENT:

Actuarial Science Club, *Member*

August 2020 – May 2022

- Attended monthly meetings about the actuarial profession
- Developed technical skills and professional skills through workshops

ADDITIONAL INFORMATION:

Skills: MS Suite | R | Python

Languages: English | Hindi | Urdu | Gujarati