Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: Piggyback of State of Florida No. 92121500-24-STC Security Guard Services

Requested Action/Authority:

Recommend approval to retroact the period of service from October 1 , 2024 through date of executed contract. Recommend approval to piggyback State of Florida Contract #92121500-24-STC for Security Guard Services for the Department of Corrections with First Coast Security, Inc. Period of service will be from date of executed contract through August, 31, 2027 with (cont. below)

Justification/Explanation:

renewal options not to exceed forty-eight months. The total not to exceed expenditure amount is $27,285,379.68.

Legal Contract #:	N/A	Contract Date:	10/02/2024	Change Order/AMD #:	N/A	
PO/Release #:	POA-71567-2	Bid Date:	10/24/2024	Awarded Supplier:	First Coast Security, Inc.	
Licenses Verified:	N/A	Effective Date:	10/24/2024	Basis of Award:	N/A	
Federally Funded:	N/A	No. Invited:	N/A	Responses Received:	N/A	Attachments:
Solicitation:	N/A - 71567 - 25			Procurement Contract #:	POA -	
Executed By:	Office of General Counsel					

PoP:Base:	N/A	Options:	Oct 2, 2024, to August 31, 2027	Extension(s):	N/A
JSEB Rec.:	N/A	%:	N/A	Bonds Waived Pursuant To:	N/A

Fund:	00111	Center:	561102	Acct:	534050	Proj:	000000	Activity:	00000000	$	20,102,030.28
Fund:	00111	Center:	561101	Acct:	534050	Proj:	000000	Activity:	00000000	$	7,183,349.40
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 0.00	Contingent Amount:	$ 0.00	DMP/ODPO Amount:	$ 0.00

Using Agency/BU:	SHPS:POLICE_SERVICES			
Concurrence:	Signed by: Clement, Bill 3F803720B14E49E...	Title:	JSO - CHIEF OF BUDGET AND MANAGEMENT	10/15/2024
Concurrence:		Title:		
Concurrence:		Title:		
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: Wallace Cohen, Olive A7A7DE8878BC4DD...	Chief of Procurement:	Signed by: Robert Waremburg, for Dustin Freeman 4912CA1D431247A... 10/22/2024
Name:	Wallace Cohen, Olive	Name:	Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve:	
Members Who Disapprove:	
Other Action:	

Date:

Part 3: Final Awarding Authority Action

Action:

Date:

Signature:

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

PAF Instructions

Form Type: Select the type of award from the dropdown options. This form will be used for all Procurement awards (Administrative Awards and JPAC Requests).

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action/Authority: Enter a brief description of the requested action or authority being sought. i.e.; *request permission to award to the lowest, responsive responsible bidder for ITB or award the highest ranked supplier for an RFP*.

Justification/Explanation: Enter a brief justification or explanation for the requested action. Use this box to add any additional information such as additional account strings, or other information essential for contract execution.

Legal Contract Number: Provide the existing City contract number if applicable. This will be the same number as your POA number.

Contract Date: Select the effective date for the contract using the calendar option in the form. Leave blank for contracts to become effective on the execution date.

Change Order/AMD #: Provide the applicable Change Order or Amendment number represented by this request.

Date: Enter the date of PAF submission.

Effective Date: Enter the effective date of requested authority and/or action.

Solicitation: Select the competitive procurement method used (1Cloud generated prefix), enter the 1Cloud generated numbering sequence, and 1Cloud generated fiscal year of solicitation

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA),

Procurement Contract #: This is your PO number. Select Type, Enter Number

PO/Release Number: Enter PO Release Number

Awarded Supplier: Enter Awarded Supplier Name

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

Responses Received: This is the number of responses received.

No Bids Received: The number of responses received that indicated supplier would not bid.

Executed By: Select whether executed by OGC or JPAC / Chief of Procurement

PoP Base: Select the Period of Performance for the initial period.

Options: Period for each renewal period i.e. one (1) two (2) year.

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

Extensions: How many extensions have we preformed after the initial base period and option periods have been completed?

JSEB Goal: Select the percentage established by JSEB.

JESB Other: Select Encouragement or Set Aside Option

Bonds Waived Pursuant to: Select authority allowing bonds to be waived.

Funding Source: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed the amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Amount: Enter the total Direct Materials Purchase/Owner Direct Purchase Order amount for project.

Attachments: Name any attachments included as supplemental information to the PAF.

Using Agency/BU: This should be the requesting agency/requirement owner.

Concurrence: Electronic Signature

Title: Enter the title of person electronically signing form.

**Any fields where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

JACKSONVILLE SHERIFF'S OFFICE

T.K. Waters, Sheriff

Dedication. Service. Honor. Community.

To: Dustin Freeman
Chief of Procurement

Thru: Bill Clement, CPA WJC
Chief of Budget

From: Kevin Goff KJG
Director of Corrections

Subject: Piggyback Request – Piggyback State of Florida Contract No. 92121500-24-STC Security Guard Services

Date: October 2, 2024

The Jacksonville Sheriff's Office is requesting a piggyback award under Sections 126.211 and 126.309 of the ordinance code to procure Security Guard Services for the Department of Corrections. We request authorization to utilize the State of Florida Contract #92121500-24-STC, which was competitively procured and issued between the State of Florida and First Coast Security Services, Inc. The contract is an active contract between the State of Florida and the supplier. The contract is for a three (3) year period beginning October 2, 2024, with renewal options not to exceed forty-eight (48) months. We are requesting the award and subsequent contract between the Jacksonville Sheriff's Office and First Coast Security Services, Inc., from October 2, 2024, through August 31, 2027, with renewal options not to exceed forty-eight (48) months. The not to exceed expenditure amount for the initial period is $ 27,285,379.68. The not to exceed expenditure amount for FY25 is $8,827.648.80, split $6,503,617.16 from funding source 00111.561102.534050.000000.00000000.00000 and $2,324,031.64 from 00111.561101.534050.000000.00000000.00000. A POA will be sat up for the purchases.

Attached is a copy of Contract No. 92121500-24-STC. Piggybacking on the contract will enable the Jacksonville's Sheriff's Office to obtain the best price for Security Guard Services that fit the needs of the Jacksonville Sheriff's Office Department of Corrections. We are requesting authorization for the contract to be executed by the Office of General Counsel.

Attached is a copy of the Certificate of Liability Insurance approved by Risk Management.

Please let me know if you require any additional information. Thank you for your assistance.

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

State Term Contract
No. 92121500-24-STC
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 **First Coast Security Services, Inc.** (Contractor) with its principal place of business located at **4875 Belfort Road, Suite 110, Jacksonville, FL 32256**, collectively referred to herein as the "Parties."

Pursuant to ITB No. 23-92121500-ITB-V3, the Contractor was awarded to provide Security Guard Services in the following Region(s): **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 three years. The Initial Contract Term shall begin on September 1, 2024, or on the last date this Contract is signed by all Parties, whichever is later. The Contract shall expire on August 31, 2027 unless terminated earlier or renewed in accordance with the Enterprise Standard Terms and Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, pursuant to the incorporated Enterprise Standard Terms and Conditions.

III. Order of Precedence.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, 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 Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

a) This Contract document
b) Exhibit A, Scope of Work
c) Exhibit C, Enterprise Standard Terms and Conditions
d) Exhibit B, Contractor's submitted Price Sheet
e) Exhibit D, Region Map
f) Exhibit E, SLA Document

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

IV. Contract Management.

Department's Contract Manager:
Frank Miller
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8855
Email: Frank.Miller@dms.fl.gov

Contractor's Contract Manager:
AJ Romano
First Coast Security Services, Inc.
4875 Belfort Road, 1st Floor, Suite 110
Telephone: (813) 334-1993
Email: ajromano@fcssecurity.us

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 on all Parties until signed and dated by both Parties.

First Coast Security Services, Inc.

Signed by:
AJ Romano
E4F7CF760D3B48D...
AJ Romano

9/30/2024 | 2:43 PM EDT
Date:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
C94713929499485...
Pedro Allende, Secretary

10/2/2024 | 9:14 AM EDT
Date:

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

Exhibit A
Scope of Work

1. Purpose

To provide Customers with Security Guard Services, pursuant to the terms set forth in this Scope of Work (SOW). A map of the service regions is set forth in Exhibit D, Region Map.

2. Commodity Code List

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

3. Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); Exhibit C, Enterprise Standard Terms and Conditions; and the PUR 1001, General Instructions to Respondents (10/06), are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. 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 Price Sheet can be purchased.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Commodity Code –The State's 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 – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the Contractor for the Security Guard Services STC.

Contractor – A vendor that enters into a Contract with the Department as a result of ITB No. 23-92121500-ITB-V3.

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

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

Customer – A State Agency (inclusive of the Department) or Eligible User.

Department – The Department of Management Services, a State Agency.

Duly Qualified – possessing the requisite skills, abilities, credentials, and experience.

Duty Roster – The assigned Security Guards work schedule.

Florida Law Enforcement Officer – as defined in section 943.10 (1), F.S., any person who is elected, appointed, or employed full time by any municipality or the state or any political subdivision thereof; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state.

Off Duty – not engaged in one's regular work.

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

Extraordinary Single Incident Report – A report that is completed when a rare, unusual, significant, or uncommon event occurs during a shift.

Facilities – Those facilities for which the SLA shall apply as identified in Exhibit F, Facility List.

Facility Manager – The local Customer representative designated for a facility to oversee and manage a facility, who will serve in a contract management capacity for the applicable facility.

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

Guard Tour Patrol System – An electronic patrolling system used to log the rounds conducted by the Security Guard on post at any given time during his or her assigned shift that documents the time and date that patrols have taken place.

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

Security Guard – A person licensed to provide services as a Security Guard in accordance with Chapter 493, F.S. The term Security Guard, Security Officer, and Security Guard Officer may be used interchangeably.

Security Guard Services or 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, any Ancillary Equipment, and all obligations of Contractor under the Contract.

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.

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

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

4. Scope of Work

4.1 Description of Scope

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 the Contract (including any Customer SLA). The Contractor shall perform all services in a timely and professional manner and in accordance with the terms of the Contract (including any Customer SLA).

4.2 Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Services supplied are compliant with the requirements, specifications, terms, and conditions of the Contract (including any Customer SLA). Additionally, the Contractor shall ensure that all commodities ordered by the Customer are fully compatible with each other and with any associated pre-existing Commodity possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver a Service(s) and/or commodity that is fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions.

4.3 Request for Quote Requirements

Customers shall use a Request for Quote in accordance with section 287.056(2), F.S., when making purchases off the Contract. The terms of the Customer's purchase shall not conflict with the terms and conditions established by the Contract. In accepting a Customer's purchase, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables, and agrees to be fully accountable for the performance thereof.

5. Operational Hours

5.1 Contractor will maintain an administrative office during the term of the Contract, and any renewals, which shall be open from 8:00 a.m. through 5:00 p.m. at the Customer's location, on business days. The administrative office does not need to be open on holidays observed by state agencies as defined in the Holidays section of the Scope of Work.

5.2 Provision of Security Guard Services and Ancillary Equipment may vary based on each Customer's service needs. Security Guard positions, service lengths (long and short term) and hours (full time, part time and occasional) may vary. Service lengths are as follows:

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

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

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

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

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

5.2.5 **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.

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

5.4 No Security Guard shall work more than 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 the Customer's designated point of contact about any emergency situation as it occurs and request a written waiver of this term for each occurrence.

6. Licensing Requirements/Eligibility Requirements

6.1 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 the Contract, which are to be kept current and on the Security Guard's person while on duty.

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

6.3 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.

6.4 The Contract, and any Customer SLA, may be terminated if an unlicensed individual performs services under the Contract for any Customer.

6.5 All armed and unarmed Security Guards employed by the Contractor must have a minimum of one year of similar Security Guard Services experience.

6.6 All supervisory staff must have at least three years of similar Security Guard Services experience.

6.7 The Contractor must notify both the Customer's Facility Manager and Contract Manager, as well as the Department's Contract Manager, in writing within one calendar day upon discovering that any employed Security Guard no longer has a valid, active license

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

necessary to provide Security Guard Services. Upon such notification, the Contractor must immediately remove the unlicensed person from service and will arrange for a new Security Guard to provide Security Guard Services for the impacted Customers within a time frame mutually agreed upon by the Contractor and the Customer.

7. Position Descriptions

The following are descriptions of Security Guard positions which may be offered under the Contract for Customers:

7.1 Security Guard Level I: An unarmed individual with a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license.

7.2 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 years prior experience as a Class "D" licensed Security Guard Officer is required. A two-year background in law enforcement may be substituted for prior years of experience.

7.3 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 years prior experience as a Class "D" licensed Security Guard Officer is required. A two-year background in law enforcement may be substituted for prior years of experience.

7.4 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 years prior experience as a Class "D" licensed Security Guard Officer and a minimum of two years prior experience serving as a Class "D" licensed Security Guard with a Class "G" Statewide Firearm license. A five-year background in law enforcement may be substituted for prior years of experience.

7.5 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 years prior experience as a Class "D" licensed Security Guard with a Class "G" Statewide Firearm license. A five-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 the 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.

7.6 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-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

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

sites, this level of Security Guard may be a project manager responsible for coordination of all security service efforts, including managing site-supervisors.

7.7 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. The 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 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.

8. Tasks/Deliverables

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

8.1 Furnish 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, or threatened or actual organized labor actions.

8.2 Provide supervision of Security Guards to ensure compliance with the Contract and Contractor's security policies, procedures, and orders.

8.3 Require Security Guards to enforce the Customer's and the Contractor's security policies, procedures, and orders and ensure Security Guards perform all duties in accordance with the terms of the Contract and the written instructions in a Customer's SLA.

8.4 Designate a single point of contact to be the liaison for the State and Contractor staff in order to handle the day-to-day operations.

8.5 Work with the Customer to develop site-specific instructions and Post Orders within 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.

8.6 Create 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.

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

8.7 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 identifies 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.

8.8 Ensure all Security Guards display a picture I.D. when working at a Customer's site.

8.9 The Security Guard Services provided to Customers will include, but not be limited to, ensuring Security Guards perform the following:

8.9.1 Maintain discipline, professional appearance in accordance with the Uniforms and Equipment section of this SOW, professional demeanor, integrity, and attention to duty.

8.9.2 Review and administer the Customer's site security procedures, instructions, and Post Orders.

8.9.3 Review and comply with the applicable Customer standards of conduct and ethics.

8.9.4 Perform access control of persons, vehicles, and other property.

8.9.5 Perform site surveillance (by either foot or vehicle).

8.9.6 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.

8.9.7 Ensure Security Guards maintain files for security-related documentation at each security station (Post Orders, Site-specific instructions, training materials, etc.).

8.9.8 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. 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.

8.9.9 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.

8.9.10 Assist Customer staff in the execution of testing a facility's Fire and Life Safety Program.

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

8.9.11 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 on-the-job training.

8.9.12 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.

8.9.13 Investigate unusual occurrences in and about the premises and maintain an awareness of special activities taking place throughout the facility and property.

8.9.14 Conduct random walking patrols at least two 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.

8.9.15 Inspect exterior doors for proper lock down at the facility's set closing time.

8.9.16 Where applicable, ensure availability as required for special events and situations where Customer provides Contractor with 24 hours advanced notice.

8.9.17 Be capable of performing their duties in response to any on-site call received from the Customer within five (minutes of receiving the call.

8.9.18 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.

8.9.19 Read and become familiar with applicable State of Florida and Customer's security policies and procedures, to include evacuation procedures.

8.9.20 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.

9. 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.

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

9.1 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:

9.1.1 Must possess a state issued identification card.

9.1.2 Must possess a valid and active driver's license if assigned to drive a motor vehicle to provide security guard services.

9.1.3 Successfully pass a drug test upon hire.

9.1.4 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).

9.1.5 Successfully pass any other background investigations as required by the Customer SLA.

9.1.6 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.

9.1.7 Complete all required training courses as mandated in state and locality of employment.

9.1.8 Meet state licensing requirements for the applicable Security Guard position prior to placement in accordance with the applicable provisions in Chapter 943, F.S., and Chapter 5N-1, F.A.C.

9.1.9 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.

9.1.10 Must be 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).

9.1.11 Maintain a well-developed level of maturity necessary for professional interaction.

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

9.1.12 Maintain a neat, clean, well-groomed, and professional appearance while providing services in accordance with the Uniforms and Equipment section of this SOW.

9.1.13 Act in accordance with the terms and conditions of the Contract (including the Customer SLAs).

9.1.14 Be familiar with, and ensure the facilities are in compliance with, all existing standards, codes, rules and regulations. Report any failures or insufficiencies in the delivery of any service to the Customer.

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

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

9.2 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, to the Customer, and the Department upon request.

9.3 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 the Contract. 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.

9.4 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 the Contract and it will be the responsibility of the Contractor to timely provide replacement services.

9.5 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.

9.6 Security Guards will not leave assigned posts at any time during 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.

10. Service Level Agreement

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

In regions where multiple Contractors have been awarded, Customers shall request a quote from all vendors awarded in the region. The Contractor is required to enter into an SLA with each Customer prior to providing any Security Guard Services for the Customer. 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 performing the required Security Guard Services. Customers shall create an SLA using Attachment H, 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 the Contract. Each Customer's SLA shall be attached to the purchase requisition in MyFloridaMarketPlace (MFMP) or incorporated into a formal contract between the Customer and the Contractor. Customers are permitted to negotiate terms and conditions which supplement those contained in the Contract. Such additional terms shall not conflict with the terms and conditions established by the Contract. Specific terms and conditions within an SLA are only applicable to that SLA and shall not be construed as an amendment to the Contract. The Contractor agrees it will not subcontract any of the Security Guard Services it provides pursuant to the Contract.

10.1 The Contractor shall:

10.1.1 Provide supervision of Security Guards to ensure compliance with the Contract and Contractor's security policies, procedures, and orders.

10.1.2 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.

10.1.3 Ensure that Security Guards perform all services in accordance with written instructions provided by the Customer's SLA.

10.2 At a minimum, each Customer's SLA must include the following:

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

10.3 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 taking effect.

11. Contract Transition

The Contractor will be required to perform, at no additional cost, transition services for Customers and the Department associated with the end of, or termination of, the Contract or a Customer's SLA to a replacement contract. The complete transition of existing services to replacement

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

services is hereby explicitly made a criterion for completing the Contract. As part of transition services, the Contractor shall:

1. Provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to any replacement contract.
2. Perform transition tasks for the Department or the Customer upon request, whether or not previously made available, including the following:
    - Provide all Customer documents, books, records, and other property relating to the applicable facility or facilities in Contractor's possession or control.
    - Provide current technical documentation, operations guides, and procedures the Contractor follows to provide the services.
    - Assist Customers with migration of databases and other repositories of information and all State of Florida data to the Customer in a format, method, and timeline acceptable to the Customer and that is consistent with current industry practices and standards.
    - Promptly answer all questions related to the transition and migration of the Contract and the Customer's SLA.
    - Provide such other services, functions, or responsibilities inherent or necessary to the transition of services to a replacement contract.

12. Customer Service

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

12.1 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)

12.2 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 must 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.

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

12.3 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.

12.4 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 the Customer or the Department.

12.5 The Contractor shall notify the Customer and the Department's Contract Manager immediately if it believes it cannot meet the level of service required in a Customer's SLA.

13. Contractor Inspections

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

13.1 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.

13.2 Inspections performed pursuant to the terms of the Customer's SLA will be documented by the Contractor and the observations from the inspections will be submitted monthly to the Customer Contract Manager.

13.3 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.

14. Uniforms and Equipment

14.1 Security Guards providing services under the Contract shall report to work in uniforms provided 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. Time spent changing into the appropriate uniform will not be billed to the Customer. Customers will provide the Contractor with notice of a security personnel reporting to work who is 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.

14.2 If the Customer requires a nonuniformed Security Guard, the Customer may also choose to waive the name badge requirement for those Security Guards.

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

14.3 Security Guards shall be equipped with redundant communication equipment, furnished by the Contractor at no additional cost to the Customer, to be able to communicate with their supervisor, their home office, 911, the local police, and the Customer's Contract Manager. The redundant communication equipment selected shall be in accordance with the Customer's SLA. This redundant communication equipment may include, but is not limited to:

a. Stationary Telephone
b. Cellular telephone with long-distance calling capabilities.
c. Two-Way Radio
d. Fax Machine

14.4 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. The Security Guard on duty shall document all lost keys or access cards in a written report and provide it to the Customer's Contract Manager and Facility Manager.

14.5 Ancillary security vehicles, as set forth in Exhibit B, Price Sheet and the Ancillary Equipment section 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 the Contractor's service vehicles offered to the Customers through a Contract with the Department to provide ancillary service vehicles.

14.5.1 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 automobiles used in connection with the 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.

14.5.2 Self-Insurance:

For any insurance coverage required hereby, the Contractor may use a self-insurance program, provided such program has received prior written approval of the Department.

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

Insurance coverage as minimum liability:

- Bodily injury - $200,000 per individual
- Bodily injury - $500,000 per accident
- Property Damage - $500,000
- Medical Payment - $5,000
- Comprehensive - Non-Deductible
- Collision – Non-Deductible

14.6 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 the 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.

14.7 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.

14.8 If the Contractor damages the Customer's equipment, the Contractor shall replace all equipment and materials lost, damaged, or otherwise unavailable due to the fault of the Contractor or the Contractor's agents or employees:

14.8.1 In addition, the Contractor will be charged a $100.00 per day penalty for equipment damage that results in any disruption of facility operations 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.

15. Training

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

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

15.1 Each Security Guard shall complete all trainings as required by the 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 upon request.

15.2 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 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:

15.2.1 Ensuring Security Guards receive ongoing training to maintain licensure in accordance with Chapter 493, Part III, F.S.

15.2.2 Training all staff in the Customer's initiative, customer service, code of conduct, ethics, conflict management, and sexual harassment prevention.

15.2.3 Coordinating and facilitating staff development, licenses, permits, and certifications.

15.2.4 Administering monthly tests as determined by the Customer for staff and re-training any Security Guard who fails an administered test.

15.2.5 Conducting Americans with Disabilities Act (ADA) training, to include service animal training.

15.2.6 Conducting Emergency Operation Procedures (EOP) training specific to the Customer's property/building.

15.2.7 Ensuring each Security Guard completes 16 hours of orientation and basic security training related to general high-rise and mid-rise building issues.

15.2.8 Ensuring each Security Guard completes 16 hours of Contractor supervised on-the-job training to include the Customer's designed training on an as needed basis.

15.2.9 Conducting quarterly Customer training for account managers as required.

15.2.10 Coordinating any specialized Security Guard training that is required by a Customer, which must be specified in the SLA. Customers shall cover the cost of specialized training under this section and the hourly rate for the Security Guard attending the specialized training.

15.3 The Customer's premises shall not be used as a training site for the Contractor's personnel, unless mutually agreed upon and specified in the Customer's SLA.

15.4 Mandatory Guard and Supervisor Training

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:

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

15.4.1 Orientation and basic security training related to general high-rise and mid-rise building issues.

15.4.2 Patrol and observation techniques.

15.4.3 Report writing.

15.4.4 Customer services and public relations.

15.4.5 Fire safety and prevention.

15.4.6 Bomb recognition.

15.4.7 Conflict management.

15.4.8 Interpersonal skills.

15.4.9 Incident investigation.

15.4.10 Crime prevention.

15.4.11 Handling threatening or hostile individuals.

15.4.12 Handling violence in the workplace.

15.4.13 Computer operations.

15.4.14 Emergency call procedures to notify the police/sheriff department of appropriate jurisdiction.

15.4.15 Compiling employee log sheets to log the inspections and observations of rounds.

15.4.16 Operation of a two-way radio, cellular telephone or other device, to be able to call into the Contractor's headquarters.

15.4.17 Emergency call procedures to notify the Customer of a problem.

15.4.18 Procedures for identifying and handling suspicious packages.

15.4.19 Procedures for identifying and safely responding to bio-medical hazards.

15.4.20 Cardiopulmonary Resuscitation (CPR), First Aid, Blood Borne Pathogens, and the use of an Automated External Defibrillator (AED).

15.4.21 Americans with Disabilities Act (ADA) training, to include service animal training.

15.4.22 Emergency Operation Procedures (EOP) training specific to the Customer's property/building.

15.4.23 Where required by Customer, Contractor supervised on the job training to include Customer's designed trainings.

15.5 Mandatory On-Going Guard Training

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

15.5.1 Customer service

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

15.5.2 Conflict management.

15.5.3 Report writing.

15.5.4 Interpersonal skills, including sexual harassment prevention training.

15.5.5 Incident investigation.

15.5.6 Crime prevention.

15.5.7 Handling threatening/hostile individuals.

15.5.8 Computer operations.

15.5.9 Fire prevention.

15.5.10 Observation skills.

15.5.11 Effective patrol techniques.

15.5.12 Vehicle Operating Training

15.5.13 Defensive driving training for all vehicle operators is required.

16. 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 is limited to the following:

16.1 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.

17. Background Screening and Record Retention

All the Contractor's employees, approved subcontractors, and approved agents performing work under the Contract must comply with all security and administrative requirements of the Customer, as described in the Background Screening and Security section of Exhibit C, Enterprise Standard Terms and Conditions.

17.1 Self-Disclosure

The Contractor shall ensure that all persons have a responsibility to self-report within three 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 calendar days, any arrest for any disqualifying

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

offense. The Contractor shall notify the Contract Manager within 24 hours of all details concerning any reported arrest.

17.2 Duty to Provide Secure Data

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining 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 the Contract.

17.3 Customer's Ability to Audit Background Screenings, Inspect Locations and Ensure Contract Compliance

To ensure the Contractor is in compliance with the Contract and adhering to all applicable state and federal rules and regulations, the Customer or the Department reserves the right to audit or inspect the Contractor's background screening process, working area, location, or guard tour patrol system during the term of the Contract. For an audit or inspection to take place, the Customer shall notify the Contractor in writing at least 48 hours prior to the start date of any audit or inspection.

17.4 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 individuals who accessed data in any way, whether those individuals are authorized persons or not.
2) The duration of the individuals' 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 the Contract and a period of no less than five years from the date of termination of the 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 17.3 of this SOW. 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.

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

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 damage 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.

18. Staff Assignments

18.1 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.

18.2 The Contractor is responsible for creating a master schedule for Security Guards provided in accordance with a Customer's SLA and providing it 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 the 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 and Facility Manager with notification of any changes to the master schedule or vacation schedules no less than seven days in advance.

18.3 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.

18.4 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.

18.5 The Contractor shall provide coverage of additional shifts or special requests as approved by the Customer pursuant to this section and the Staffing Requirement and Security Guard Turnover Rate section of this SOW, at standard hourly billing rates.

19. Staffing Requirement and Security Guard Turnover Rate

19.1 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 costs 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-week advanced notification is required for any Security Guard taking approved leave time. The Contractor must provide

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

the name of the replacement Security Guard to the Customer's Contract Manager and Facility Manager, at least seven days in advance. In the event a scheduled Security Guard is unexpectedly not available for a duty shift, the Contractor shall ensure the Customer's Contract Manager and Facility Manager are notified immediately and the Customer's 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 in a written SLA modification by the Customer.

19.2 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 work week unless overtime is requested and authorized in advance by the Customer in writing. 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 30 day written notice.

19.3 The Customer reserves the right to add facilities to each awarded region of service under the Contract. Security Guard Services at added facilities will be charged at the same established hourly rate for the Region. The Customer also reserves the right to delete facilities from Customer's facility list resulting in a price reduction equal to the amount set forth in the Contract pricing.

19.4 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 the Contract.

19.5 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.

19.6 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).

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

20. Coverage

The 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

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

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 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.

20.1 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:

20.1.1 Interview and approve all newly hired staff for the Customer's property portfolio.

20.1.2 Participate in the creation and quarterly updates of the Building Fire/Disaster Plans and Building Post Orders.

20.1.3 Ensure Security Guards maintain Contract compliance (i.e., training, licenses, certifications, etc.).

20.1.4 Facilitate effective communication with the Customer's on-site Facility Manager and Security Guards.

20.1.5 Recommend staffing, as needed.

21. Reporting and Documenting Procedures

21.1 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).

21.2 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.

21.3 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. An incident that requires an Extraordinary Single Incident Report will also be verbally reported by the Contractor to the Customer's Contract Manager and 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 business day of the incident occurring.

21.4 On a monthly basis, the Contractor shall provide a spreadsheet to the Customer listing

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

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 the 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.

21.5 Any unusual or significant events occurring during a shift (for example a flood, fire, stabbing, homicide) will be briefly summarized 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, indicating whether conditions were normal or abnormal upon arrival to the security guard post. 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 the 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.

21.6 Upon request, the Contractor must provide, at no additional expense to the Customer, an electronic Guard Tour Patrol System that will be utilized by the Security Guard(s) assigned to the Customer's facility. All records of such patrols must be made reviewable and available to the Customer upon request.

21.7 The Contractor shall provide to the Customer 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 the Contract.

21.8 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.

21.9 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.

21.10 All reports, documents, and tables shall be submitted to the Customer in a timely manner and in accordance with the method of choice as described in the Customer SLA.

21.11 Security Guards shall log in and out of each facility.

22.0 Contractor's Responsibilities

22.1 The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Contractor's obligations under the Contract, and shall have sole responsibility for the supervision, daily direction

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

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 the Customer scope 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.

22.2 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 fall 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.

22.3 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 of Contractor's contact information changes during the life of the Contract, then the Contractor shall provide written notice of such change to the Customer's Contract Manager.

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

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.

22.4 Contract Reporting

The Contractor shall report information on orders received from Customers associated with the 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	15 calendar days after the end of each month
Quarterly Sales Report	State Fiscal Quarter	30 calendar days after the close of each State fiscal quarter
Diversity Report (submitted to the Customer)	State Fiscal Year	30 business days after the close of the period
Proof of Insurance	Annual	Upon policy renewal

22.5 MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of each month. 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 section on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at:

VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

22.6 Quarterly Sales Reports

The Contractor shall submit a Quarterly Sales Report in the manner and format required by the Department within 30 calendar days after the close of each quarter. The Quarterly Sales Report template can be found here:

https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format.

Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website are the responsibility of the Contractor without prompting or notification by the Department. If no sales are recorded during the period, the Contractor shall confirm that there was no reportable activity in the manner required by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period.

Quarter 2 – (October-December) – due 30 calendar days after the close of the period.

Quarter 3 – (January-March) – due 30 calendar days after the close of the period.

Quarter 4 – (April-June) – due 30 calendar days after the close of the period.

22.7 Certified and Minority Business Enterprise Reports (Diversity Report)

Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. 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 enterprise on behalf of the Customer.

22.8 Ad-hoc Report

The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the form acceptable to the Department within the timeframe specified by the Department.

22.9 Business Review Meetings

Both the Department and Customer reserve the right to schedule business review meetings, which Contractor shall attend either virtually or in person. The Department or Customer may specify the format or agenda for the meeting. The Business Review Meeting may include the following topics:

a. Contract compliance.

b. Contract savings (in dollar amount and cost avoidance)

c. Spend reports by Customer.

d. Recommendations for improved compliance and performance

22.10 Financial Consequences

The Department will impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences below will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's SLA. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that the financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. The financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, 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	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	State's Fiscal Quarter	$250 for each calendar day late
Timely submission of complete and accurate MFMP Transaction Fee Report	Submit Monthly Transaction Fee Report 15 calendar days after the end of each month	Calendar Month	$100 for each calendar day late
Timely submission of Proof of Insurance	Submit Proof of Insurance upon policy renewal	Annual	$100 for each calendar day late
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 hours of a scheduled Security Guard not arriving for their duty shift.	Per Occurrence	$500
Contractor's timely submission and implementation of an acceptable Corrective Action Plan to the Department upon request	Failure to timely submit to the Department an acceptable Corrective Action Plan or timely implement an acceptable corrective action to resolve performance deficiencies when requested	Per Occurrence	$10,000

Failure to adhere to the above performance metrics will result in the imposition of financial consequences and repeated failures or non - payment of financial consequences owed under the Contract may result in the Contractor being found in default and the termination of the Contract.

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under the Contract.

22.11 Price Adjustments

Prices may be adjusted no earlier than 12 months after the start date of the Contract and no earlier than 12 months after the effective date of the previous price adjustment, whichever is later. All other pricing shall be in accordance with the initial and renewal term pricing. 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 contract period shall be determined using the PPI for the month in which the start date of the contract period began 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 five percent, 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 the 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

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

22.12 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 30 days of notification of such change.

Docusign Envelope ID: 9A30F588-1DCD-4D5E-A779-7CB0AE14FC08

EXHIBIT C

ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

EXHIBIT C

SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 **Amendment**. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

EXHIBIT C

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

EXHIBIT C

3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

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

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 **Suspension of Work and Termination.**

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department 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 Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term 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 any Customer 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.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

EXHIBIT C

4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall

contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

6.5 Transaction Fees. The State of Florida, through the Department of Management Services,

has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. 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 Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department 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 has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of

the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 Employees, Subcontractors, and Agents.

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 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, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a 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 ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including 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 subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall 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 Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term 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

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term 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

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

EXHIBIT C

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 **Integrity.** In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 **Dispute Resolution.** Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 **Dispute Resolution Process.**

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed

within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 **Contractor's Obligation to Perform While Disputes are Pending.** The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 **Governing Law and Venue.** The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 **Remedies Cumulative.** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 **JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.**

10.7 **Indemnification.** For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

EXHIBIT C

11.1 **Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

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

11.3 **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 the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 **General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 **Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but

EXHIBIT C

failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as “confidential” (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor’s sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as “confidential” or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys’ fees, at both the trial and appellate levels, arising from or relating to the Contractor’s determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor’s redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney’s fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney’s fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor’s Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida’s public records laws, the Department may disclose such Confidential Information without liability hereunder.

EXHIBIT C

12.3 **Public Records Requirements Pursuant to Section 119.0701, F.S.** Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department 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.

iii. 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 Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department 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 Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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 TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 **Intellectual Property.**

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply

to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's 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 and the Department of any inventions or discoveries developed or made through performance of the Customer's 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 Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. 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. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. 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 Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer 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 current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 **Performance Standards.** The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. 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.

14.2 **Contract Reporting.** The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

EXHIBIT C

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 **Business Review Meetings.** Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

EXHIBIT C

14.4 Performance Deficiencies.

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

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the 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 Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

EXHIBIT C

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. 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 Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term 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 Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 Office of Supplier Development. The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

EXHIBIT C

17.2 **Reporting Certified Business Enterprises.** 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 vendor identification information 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 Term Contract.

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APPROVED
By Kevin at 10:12 am, Oct 03, 2024

OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/2/2024

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
Burnham Risk & Insurance Solutions
15901 Red Hill Ave, Ste 100
Tustin CA 92780

License#: 0F69771
FIRSCOA-08

CONTACT NAME: Melinda Meadows
PHONE (A/C, No, Ext): 714-505-7000 **FAX (A/C, No):** 714-573-1770
E-MAIL ADDRESS: melinda.meadows@wgbib.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B : Hartford Casualty Insurance Co	29424
INSURER C : Federal Insurance Company	20281
INSURER D : Oak River Insurance Company	34630
INSURER E : Markel Insurance Company	38970
INSURER F :	

INSURED
First Coast Security Services Inc.
4875 Belfort Road, Suite 110
Jacksonville FL 32256

COVERAGES **CERTIFICATE NUMBER:** 90209270 **REVISION NUMBER:**

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			BMGG10002401	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 5,000,000 $ 5,000,000
E	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BMGA100017	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			BMGE10002401	5/1/2024	5/1/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		FIWC522441	5/1/2024	5/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B A C	Equipment Floater Errors & Omissions Crime			72SBABA5883 BMGG10002401 J06666784	9/1/2024 5/1/2024 9/1/2024	9/1/2025 5/1/2025 9/1/2025	Scheduled Equipment Limit of Liability Limit of Liability	84,106 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Crime Limit includes Employee Dishonesty and Employee Theft.

Certificate holder(s) is/are named as additional insured per the attached endorsements as required by written contract subject to the terms & conditions of the policy:

Attached Endorsements are:
General Liability - Additional Insured: Ongoing Ops # CG 20 10 04 13
General Liability - Additional Insured: Completed Ops # CG 20 37 07 04
See Attached...

CERTIFICATE HOLDER

City of Jacksonville
501 E Bay Street
Jacksonville FL 32202

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

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AGENCY CUSTOMER ID: FIRSCOA-08

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Burnham Risk & Insurance Solutions	NAMED INSURED First Coast Security Services Inc. 4875 Belfort Road, Suite 110 Jacksonville FL 32256
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

General Liability - Primary & Non-Contributory # CG 20 01 04 13
General Liability - Waiver of Subrogation # MGL 1242 03 14
General Liability – Each Project/Location Aggregate # MGL 1242 03 14
Commercial Auto - Additional Insured # MCA 1205-FL 09 17
Commercial Auto – Waiver of Subrogation # MCA 1205-FL 09 17
Workers Compensation - Waiver of Subrogation # WC 00 03 13

Re: City of Jacksonville and their respective members, officers, officials, employees, and agents are additional Insured with respect to General Liability as required by written contract. A waiver of subrogation is in favor to City of Jacksonville and their respective members, officers, officials, employees, and agents with respect to general liability as required by written contract

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MARKEL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA COMMERCIAL AUTO PLUS ENHANCEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

COVERAGE	LIMIT OF INSURANCE
Temporary Substitute Autos – Physical Damage Coverage	Included
Automatic Additional Insured	Included
Broadened Who Is An Insured	Included
Employee Or Elected Or Appointed Official Hired Autos	Included
Supplementary Payments	
Bail Bonds	$3,000
Loss Of Earnings	$500 Each Day
Towing And Labor – Private Passenger Type Autos	$100 Each Disablement
Glass Breakage – Waiver Of Deductible	Included
Transportation Expenses	$50 Each Day / $1,500 Maximum
Loss Of Use Expenses	$20 Each Day / $1,000 Maximum
Customized Furnishings Coverage Extension	$500 Each Loss
Hired Auto Physical Damage Coverage Extension	$75,000
Expense To Return Stolen Autos	Included
Personal Effects Coverage	$500 Each Loss
Rental Reimbursement Coverage	30 Days / $100 Each Day / $3,000 Maximum
Limited Accidental Airbag Discharge Coverage	Included
Auto Loan Or Lease Gap Coverage	Included
Duties In The Event Of Accident, Claim, Suit Or Loss	Broadened
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
Unintentional Failure To Disclose All Hazards	Included
Mental Anguish Resulting From Bodily Injury	Included

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A. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to Paragraph **C.** Certain Trailers, Mobile Equipment And Temporary Substitute Autos under Section **I** – Covered Autos:

If Physical Damage Coverage is provided by this Coverage Form, then any "auto" you do not own is a covered "auto" for Physical Damage Coverage while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

B. AUTOMATIC ADDITIONAL INSURED

The following is added to Paragraph **A.1.** Who Is An Insured under Section **II** – Covered Autos Liability Coverage:

Any person or organization for whom you are required to provide insurance, subject to the following additional provisions:

(1) The agreement with the additional insured must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".

(2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that "insured", whether the work is performed by or for you, and only to the extent you are liable for an "accident" occurring while a covered "auto" is being driven by you or one of your "employees".

(3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.

(4) Coverage for this person or organization will be limited to the extent of your acts or omissions or the acts or omissions of those acting on your behalf.

(5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

(6) The insurance afforded to such additional "insured" only applies to the extent permitted by law.

(7) A person's or organization's status as an "insured", including persons or organizations added by endorsements or amendments of coverage, ends when your operations for that "insured" are completed.

C. BROADENED WHO IS AN INSURED

The following are added to Paragraph **A.1.** Who Is An Insured under Section **II** – Covered Autos Liability Coverage:

Any legally incorporated entity of which you own at least 51% of the voting stock on the effective date of this endorsement. However, "insured" does not include any entity that is covered under any other collectible automobile liability policy provided by any company.

Any newly acquired or formed organization of which you own at least 51% of voting stock. Coverage for your newly acquired or formed organization will be:

(1) Effective on the date of acquisition or formation; and

(2) Afforded until the end of the policy period, provided you notify us in writing before the end of the policy period of the newly acquired or formed organization.

However, "insured" does not include any newly acquired or formed organization that is already covered under any other collectible automobile liability policy provided by any company.

With respect to newly acquired or formed organizations, this insurance does not apply to damages arising out of "bodily injury" or "property damage" caused by an "accident" that occurred before the date of acquisition or formation.

D. EMPLOYEE OR ELECTED OR APPOINTED OFFICIAL HIRED AUTOS

1. The following is added to Paragraph **A.1.** Who Is An Insured under Section **II** – Covered Autos Liability Coverage:

Your "employee" or elected or appointed official while using an "auto" hired or rented under a contract or agreement in that individual's name, with your permission, while performing duties related to the conduct of your business.

2. General Condition **B.5.b.** Other Insurance under Section **IV** – Business Auto Conditions is replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

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(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any "auto" hired or rented by your "employee" or elected or appointed official under a contract or agreement in that individual's name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND LOSS OF EARNINGS

Paragraphs **A.2.a.(2)** and **A.2.a.(4)** under Section **II** – Covered Autos Liability Coverage are replaced by the following:

(2) Up to the amount shown in the Schedule of this endorsement for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to the amount shown in the Schedule of this endorsement because of time off from work.

F.TOWING AND LABOR – PRIVATE PASSENGER TYPE AUTOS

Paragraph **A.2.** Towing under Section **III** – Physical Damage Coverage is replaced by the following:

2. Towing

We will pay up to the amount shown in the Schedule of this endorsement for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G.GLASS BREAKAGE – WAIVER OF DEDUCTIBLE

The following is added to Paragraph **A.3.a.** under Section **III** – Physical Damage Coverage:

With respect to private passenger "autos", the deductible shown in the Declarations will not apply to glass breakage.

H. TRANSPORTATION EXPENSES

The limits shown in Paragraph **A.4.a.** Transportation Expenses under Section **III** – Physical Damage Coverage are replaced with the Each Day and Maximum amounts shown in the Schedule of this endorsement.

I. LOSS OF USE EXPENSES

The last sentence in Paragraph **A.4.b.** Loss Of Use Expenses under Section **III** – Physical Damage Coverage is replaced by the following:

However, the most we will pay for any expenses for loss of use is the lesser of the:

(1) Necessary and actual expenses incurred; or

(2) Each Day and Maximum amounts shown in the Schedule of this endorsement.

J. CUSTOMIZED FURNISHINGS COVERAGE EXTENSION

The following is added to Paragraph **A.4.** Coverage Extensions under Section **III** – Physical Damage Coverage:

Customized Furnishings

(1) With respect to a covered "auto", we will pay for "loss" to custom furnishings including, but not limited to:

(a) Special carpeting and insulation;

(b) Height-extending roofs; and

(c) Custom murals, paintings, or other decals or graphics.

(2) The most we will pay in any one "loss" for custom furnishings is the lesser of the:

(a) Actual cash value of the stolen or damaged property;

(b) Amount necessary to repair or replace the property; or

(c) Amount shown in the Schedule of this endorsement.

This Coverage Extension does not apply to electronic equipment.

K. HIRED AUTO PHYSICAL DAMAGE COVERAGE EXTENSION

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The following is added to Paragraph **A.4.** Coverage Extensions under Section **III** – Physical Damage Coverage:

Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy for any "auto" that is not a hired "auto", then Hired Auto Physical Damage Coverage is provided for those coverages.

The most we will pay for Hired Auto Physical Damage Coverage in any one "loss" is the lesser of the:

(1) Actual cash value;

(2) Cost of repair; or

(3) Amount shown in the Schedule of this endorsement.

Hired Auto Physical Damage coverage is excess over any other collectible insurance.

Subject to the above limit and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" shown in the Declarations.

For each hired "auto", the limit of insurance will be reduced by a deductible equal to the greatest deductible that applies to any owned covered "auto".

L. EXPENSE TO RETURN STOLEN AUTOS

The following is added to Paragraph **A.** Coverage under Section **III** – Physical Damage Coverage:

In the event of a total theft of your covered "auto", we will pay for the expense of returning the stolen covered "auto" to you.

M. PERSONAL EFFECTS COVERAGE

The following is added to Paragraph **A.** Coverage under Section **III** – Physical Damage Coverage:

Personal Effects

In the event of a total theft of your covered "auto", we will pay up to the amount shown in the Schedule of this endorsement for "loss" to wearing apparel and other personal effects which are:

a. Owned by an "insured"; and

b. In or on your covered "auto".

No deductible applies to this coverage.

N. RENTAL REIMBURSEMENT COVERAGE

The following is added to Paragraph **A.** Coverage under Section **III** – Physical Damage Coverage:

Rental Reimbursement

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage. However:

a. We will pay only for those expenses incurred during the period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(1) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

(2) The number of days shown in the Schedule of this endorsement.

b. Our payment is limited to the lesser of the:

(1) Necessary and actual expenses incurred; or

(2) Each Day and Maximum amounts shown in the Schedule of this endorsement.

This coverage does not apply if you have spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph **H.** Transportation Expenses of this endorsement.

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O. LIMITED ACCIDENTAL AIRBAG DISCHARGE COVERAGE

The following is added to Paragraph **B.3.** under Section **III** – Physical Damage Coverage:

Paragraph **a.** of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty that may apply.

P. AUTO LOAN OR LEASE GAP COVERAGE

The following is added to Paragraph **C.** Limits Of Insurance under Section **III** – Physical Damage Coverage:

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. The amount paid under the Physical Damage Coverage Section of the policy; and

b. Any:

(1) Overdue lease or loan payments, including financial penalties associated with those overdue payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Nonrefundable security deposits;

(4) Refunds paid or payable to you as a result of the early termination of the lease agreement;

(5) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(6) Carry-over balances from previous loans or leases.

With respect to covered leased "autos", this coverage will only apply when no provision for this or similar coverage is included in the original lease agreement written on the covered leased "auto".

Q. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Loss Condition **A.2.** Duties In The Event Of Accident, Claim, Suit Or Loss under Section **IV** – Business Auto Conditions is amended as follows:

1. The following is added to Paragraph **a.**:

Knowledge by your "employee" of an "accident" or "loss" will not constitute such knowledge by you, unless the "accident" or "loss" is known to you or any of your executive officers or partners or your insurance manager.

2. The following is added to Paragraph **b.(2)**:

Knowledge by your "employee" of documents received concerning a claim or "suit" will not be deemed to be knowledge by you, unless the documents are known to you or any of your executive officers or partners or your insurance manager.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Loss Condition **A.5.** Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Business Auto Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" on behalf of any person or organization added as an "insured" under Paragraph **B.** Automatic Additional Insured or **C.** Broadened Who Is An Insured of this endorsement.

S. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to General Condition **B.2.** Concealment, Misrepresentation Or Fraud under Section **IV** – Business Auto Conditions:

However, unintentional failure to disclose or misrepresentation of a material fact at any time by you or any other "insured" will not result in a denial of coverage under this policy.

T. MENTAL ANGUISH RESULTING FROM BODILY INJURY

Definition **C.** "bodily injury" under Section **V** – Definitions is replaced by the following:

C. "Bodily injury" means:

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1. Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and
2. Death resulting from bodily injury, sickness or disease.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket Basis – Any entity that the named insured through written contract or agreement agrees to include as an additional insured.	Any
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

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POLICY NUMBER: BMGG10002401

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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POLICY NUMBER: BMGG10002401

MARKEL®

Evanston Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS ENHANCEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

Limited Product Withdrawal Expense	$10,000 All Product Withdrawal Expenses
Extended Property Damage – Expected Or Intended Injury	Included
Non-Owned Watercraft	Increased To 51 Feet Long
Non-Owned Aircraft	If Rented Or Loaned With A Paid Crew
Property Damage To Borrowed Equipment	$10,000 Each Occurrence
Property Damage To Customers' Goods	$10,000 Each Occurrence
Damage To Premises Rented To You	Equal To The General Liability Each Occurrence Limit
Property Damage From Elevator Use	Included
Personal And Advertising Injury From Televised Or Videotaped Material	Included
Supplementary Payments	
Bail Bonds	Up To $5,000
Loss Of Earnings	Up To $500 A Day
Medical Personnel	$100,000 Any One Person
Broadened Definition Of Insured	Included
Automatic Additional Insureds	
When Required By Contract Or Agreement	Included
Managers Or Lessors Of Premises	Included
Mortgagees, Assignees Or Receivers	Included
Vendors	Included
Medical Payments	$10,000 Any One Person (Unless Excluded)
Each Location And Each Project Aggregates	Equal To The General Aggregate Limit
Duties In The Event Of Occurrence, Offense, Claim Or Suit	Included
Unintentional Failure To Disclose All Hazards	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
Liberalization	Included
Mental Anguish Resulting From Bodily Injury	Included
Broadened Definition Of Mobile Equipment	Included

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A. LIMITED PRODUCT WITHDRAWAL EXPENSE

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR "SUIT".

1. The following is added to Section **I** – Coverages:

LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

Insuring Agreement

a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in Section **III** – Limits Of Insurance, as amended by this endorsement. No other obligation or liability to pay sums or perform acts or services is covered.

b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

(1) You determine that the "product withdrawal" is necessary; or

(2) An authorized government entity has ordered you to conduct a "product withdrawal".

c. We will reimburse "product withdrawal expenses" only if:

(1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;

(2) The expenses are reported to us within one year of the date the expenses were incurred; and

(3) The product that is the subject of the "product withdrawal" was produced during the policy period.

d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

(1) When you first announced, in any manner, to the general public, your vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or

(2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

a. Breach Of Warranty And Failure To Conform To Intended Purpose

Any "product withdrawal" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

b. Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

c. Chemical Transformation, Deterioration Or Decomposition

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if transformation of a chemical nature, deterioration or decomposition is caused by:

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(1) An error in manufacturing, design or processing;

(2) Transportation of "your product"; or

(3) "Product tampering".

d. **Goodwill, Market Share, Revenue, Profit Or Redesign**

The costs of goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

e. **Expiration Of Shelf Life**

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

f. **Known Defect**

A "product withdrawal" initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers" prior to the policy period or the time "your product" leaves your control or possession.

g. **Otherwise Excluded Products**

A recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage **A**– Bodily Injury And Property Damage Liability.

h. **Governmental Ban**

A recall when "your product" or a component contained within "your product" has been:

(1) Banned from the market by an authorized government entity prior to the policy period; or

(2) Distributed or sold by you subsequent to any governmental ban.

i. **Defense Of Claim**

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

j. **Third Party Damages, Fines And Penalties**

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

k. **Pollution-Related Expenses**

Any loss, cost or expense due to any:

(1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, "pollutants".

2. The following is added to Section **III** – Limits Of Insurance:

The most that we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period is the amount shown in the Schedule of this endorsement, regardless of the number of:

a. Insureds;

b. "Product withdrawals" initiated; or

c. "Your products" withdrawn.

3. Section **IV** – Commercial General Liability Conditions is amended as follows:

a. Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of A Defect Or A Product Withdrawal

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a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

(1) How, when and where the "defect" was discovered;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

Your obligation to notify us as soon as practicable is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal".

b. If a "product withdrawal" is initiated, you must:

(1) Immediately record the specifics of the "product withdrawal" and the date where it was initiated; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".

d. You and any other involved insured must:

(1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";

(2) Authorize us to obtain records and other information; and

(3) Cooperate with us in our investigation of the "product withdrawal".

b. The following Conditions are added:

Concealment Or Fraud

We will not provide "product withdrawal expense" coverage to you or any other insured who, at any time:

a. Engaged in fraudulent conduct; or

b. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

Product Tampering Limitation

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

4. The following definitions are added:

a. "Defect" means a flaw, deficiency or inadequacy that creates a dangerous condition.

b. "Product tampering" means an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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c. "Product withdrawal" means the recall or withdrawal:

(1) From the market; or

(2) From use by any other person or organization;

of "your products" or products which contain "your products", because of known or suspected "defects" in "your product" or known or suspected "product tampering" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":

(1) Costs of notification;

(2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;

(3) Costs of overtime paid to your regular non-salary "employees" and costs incurred by your "employees", including costs of transportation and accommodations;

(4) Costs of computer time;

(5) Costs of hiring independent contractors and other temporary employees;

(6) Costs of transportation, shipping or packaging;

(7) Costs of warehouse or storage space; or

(8) Costs of proper disposal of "your products" or products that contain "your products" that cannot be reused, not exceeding your purchase price or your costs to produce the products.

e. "Profit" means the positive gain from business operation after subtracting all expenses.

B. EXTENDED PROPERTY DAMAGE – EXPECTED OR INTENDED INJURY

Exclusion **2.a.** Expected Or Intended Injury under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT

Exclusion **2.g.** Aircraft, Auto Or Watercraft under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability is amended as follows:

1. Paragraph **(2)** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

2. The following is added:

(6) "Bodily injury" or "property damage" arising out of any aircraft not owned by any insured that is rented or loaned to you with a paid crew.

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If other insurance applies to a loss because of "property damage" to non-owned watercraft or aircraft as described in Paragraphs **(2)** or **(6)** above, the insurance provided by this Coverage Form does not apply, whether the other insurance is primary, excess, contingent or issued on any other basis.

D. PROPERTY DAMAGE TO BORROWED EQUIPMENT

1. The following is added to Exclusion **2.j.** Damage To Property under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

   Paragraph **(4)** of this exclusion does not apply to "property damage" to borrowed equipment while that equipment is:

   a. Not being used to perform operations; and

   b. Away from an insured's premises.

2. The following is added to Section **III** – Limits Of Insurance:

   Subject to the General Aggregate limit, the most we will pay for "property damage" to borrowed equipment is the amount shown in the Schedule of this endorsement for each "occurrence".

3. The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

E. PROPERTY DAMAGE TO CUSTOMERS' GOODS

1. The following is added to Exclusion **2.j.** Damage To Property under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

   Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to "property damage" to "customers' goods" while on your premises.

2. The following is added to Section **III** – Limits Of Insurance:

   Subject to the General Aggregate limit, the most we will pay for "property damage" to "customers' goods" is the amount shown in the Schedule of this endorsement for each "occurrence".

3. The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

4. The following definition is added:

   "Customers' goods" means tangible personal property belonging to your customers and left with you for storage, service or repair. "Customers' goods" does not include:

   a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;

   b. Animals;

   c. Contraband, or property in the course of illegal transportation or trade;

   d. Personal property while airborne or waterborne;

   e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;

   f. Vehicles or self-propelled machines that are licensed for use on public roads; aircraft; or watercraft;

   This paragraph does not apply to:

   (1) Vehicles or self-propelled machines, other than "autos", you hold for sale; or

   (2) Rowboats or canoes out of water at your premises; or

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g. The following property while outside of buildings:

(1) Grain, hay, straw or other crops; and

(2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants held for sale).

F. DAMAGE TO PREMISES RENTED TO YOU

The following applies only if Damage To Premises Rented To You is not excluded from the policy to which this endorsement is attached:

1. The first paragraph following Paragraph **(6)** of Exclusion **2.j.** Damage To Property under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

2. The final paragraph of Paragraph **2.** Exclusions under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

3. Paragraph **6.** under Section **III** – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph **5.** above, the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner, is equal to the Each Occurrence limit shown in the Declarations.

4. Paragraph **4.b.(1)(a)(ii)** of the Commercial General Liability Coverage Form, and Paragraph **4.b.(1)(a)(iii)** of the Commercial General Liability Coverage Form (Claims-Made Version) under Section **IV** – Commercial General Liability Conditions are replaced by the following:

That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

5. Paragraph **a.** of Definition **9.** "insured contract" is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

G. PROPERTY DAMAGE FROM ELEVATOR USE

1. The following is added to Exclusion **2.j.** Damage To Property under Section **I** – Coverages, Coverage **A** – Bodily Injury And Property Damage Liability:

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply if such "property damage" arises out of the use of elevators at premises you own, rent, lease or occupy.

2. The insurance afforded by Paragraph **1.** above is excess overy any other valid and collectible insurance which applies to a loss because of "property damage" arising out of the use of elevators, whether such other insurance is primary, excess, contingent or issued on any other basis.

H. PERSONAL AND ADVERTISING INJURY FROM TELEVISED OR VIDEOTAPED MATERIAL

1. Exclusions **2.b.** and **2.c.** under Section **I** – Coverages, Coverage **B** – Personal And Advertising Injury Liability are replaced by the following:

b. Material Published With Knowledge Of Falsity

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"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material whose first publication took place before the beginning of the policy period.

2. Paragraphs **d.** and **e.** of the definition of "personal and advertising injury" are replaced by the following:

d. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;

e. Oral, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person's right to privacy;

I. SUPPLEMENTARY PAYMENTS – BAIL BONDS AND LOSS OF EARNINGS

Paragraphs **1.b.** and **1.d.** under Section **I** – Coverages, Supplementary Payments – Coverages **A** And **B** are replaced by the following:

b. Up to the amount shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds;

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the amount shown in the Schedule of this endorsement because of time off from work;

J. MEDICAL PERSONNEL

The following applies only if no other similar coverage is included on or added to the policy to which this endorsement is attached:

1. Paragraph **2.a.(1)(d)** under Section **II** – Who Is An Insured does not apply to any registered nurse, licensed practical nurse, certified emergency medical technician or certified paramedic who is employed by you to provide professional health care services, but only while acting within the scope and course of their duties as such.

2. The following is added to Section **III** – Limits Of Insurance:

Subject to the General Aggregate limit, the most we will pay under Medical Personnel Coverage is the amount shown in the Schedule of this endorsement for all loss sustained by any one person from professional health services.

K. BROADENED DEFINITION OF INSURED

Section **II** – Who Is An Insured is amended as follows:

1. The following is added to Paragraph **2.a.**:

Paragraph **(1)** does not apply to managers at the supervisory level or above.

2. Paragraph **2.** is amended to include the following as insureds:

Any legally incorporated entity of which you own at least 51% of the voting stock on the inception date of this Coverage Form and on the date of any covered "occurrence", claim or "suit".

This insurance shall not apply to any entity that is already insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

3. Paragraph **3.a.** is replaced by the following:

a. Coverage for your newly acquired or formed organization shall be:

(1) Effective on the date of acquisition or formation; and

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(2) Afforded until the end of the policy period of this Coverage Form.

L. AUTOMATIC ADDITIONAL INSUREDS

The following paragraphs are added to Section **II** – Who Is An Insured:

1. The following are also insureds under this policy, subject to the following provisions:

a. When Required By Contract Or Agreement

Any person or organization to whom you are required by written contract, agreement, permit or authorization to provide insurance, but only if the contract, agreement, permit or authorization is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury", "property damage" or "personal and advertising injury". However:

(1) The person or organization is an insured only to the extent you are held liable due to:

(a) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:

(i) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you; and

(ii) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;

(b) Your ongoing operations for that insured, whether the work is performed by you or for you;

(c) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

(i) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires or you cease to lease that equipment; and

(ii) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(d) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or municipality.

(2) The insurance with respect to any architect, engineer or surveyor does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:

(a) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(b) Supervisory, inspection or engineering services.

(3) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

(4) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services.

(5) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.

(6) A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

(7) This insurance does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.

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(8) No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to managers or lessors of premises; mortgagees, assignees or receivers; or vendors.

b. Managers Or Lessors Of Premises

Any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations.

The following additional exclusions apply to such managers or lessors of premises:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) who leases to you or manages property you rent or lease.

c. Mortgagees, Assignees Or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you. However, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

d. Vendors

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only if the contract or agreement is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury" or "property damage", and only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

(1) The following additional exclusions apply to such vendors:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(h) Any failure to maintain the product in a merchantable condition; or

(i) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

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(i) The exceptions contained in subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

(3) This insurance does not apply to any vendor included as an insured by an endorsement issued by us or otherwise made a part of this insurance.

(4) This insurance does not apply if "bodily injury" or "property damage" included in the "products-completed operations hazard" is excluded either by the provisions of this insurance or by endorsement.

2. The insurance provided to such automatic additional insureds:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.

3. With respect to the insurance afforded to such automatic additional insureds, the following is added to Section **III** – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable limits of insurance shown in the Declarations,

whichever is less.

The insurance afforded to the additional insured does not increase the applicable limits of insurance shown in the Declarations.

M. MEDICAL PAYMENTS

The following applies only if Medical Payments Coverage is not excluded from the policy to which this endorsement is attached:

Paragraph **7.** under Section **III** – Limits Of Insurance is replaced by the following:

7. Subject to Paragraph **5.** above, the Medical Expense limit is equal to the Medical Expense limit stated in the Declarations or the amount shown in the Schedule of this endorsement, whichever is greater, and is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

N. EACH LOCATION AND EACH PROJECT AGGREGATES

The following is added to Section **III** – Limits Of Insurance:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which can be attributed only to operations at a single designated covered "location" or covered construction project:

a. A separate Each Location or Each Project Aggregate limit applies to each covered "location" or covered construction project, and that limit is equal to the General Aggregate limit shown in the Declarations.

b. The Each Location or Each Project Aggregate limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C**, regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

(3) Persons or organizations making claims or bringing "suits".

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c. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Each Location or Each Project Aggregate limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.

d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Each Location or Each Project Aggregate limit.

2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which cannot be attributed only to ongoing operations at a covered "location" or covered project:

   a. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-Completed Operations Aggregate limit, whichever is applicable; and

   b. Such payments shall not reduce any Each Location or Each Project Aggregate limit.

3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor the Each Location or Each Project Aggregate limit.

4. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

5. For the purposes of this section of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

6. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The following is added to Condition **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section **IV** – Commercial General Liability Conditions:

Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such "occurrence", offense, claim or "suit".

P. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Condition **6.** Representations under Section **IV** – Commercial General Liability Conditions:

If you unintentionally fail to disclose all hazards prior to the beginning of the policy period of the Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Condition **8.** Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization with whom you have agreed in a written contract prior to an "occurrence" to waive such rights.

R. LIBERALIZATION

The following is added to Section **IV** – Commercial General Liability Conditions:

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Liberalization Clause

If we adopt any revision that would broaden coverage under this Coverage Form without additional premium, the broadened coverage will immediately apply to this Coverage Form as of the day the revision is effective in your state.

S. MENTAL ANGUISH RESULTING FROM BODILY INJURY

Definition **3.** "bodily injury" is replaced by the following:

3. "Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and

b. Death resulting from bodily injury, sickness or disease.

T. BROADENED DEFINITION OF MOBILE EQUIPMENT

The following is added to Paragraph **f.(1)** of Definition **12.** "mobile equipment":

This shall not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

All other terms and conditions remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket – As required by written contract or agreement	**Any**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization: Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description
All FL Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 05/01/2024 Policy No.: FIWC522441 Endorsement No.:

Insured: Premium $

Insurance Company: Oak River Insurance Company

WC 00 03 13

Countersigned by _____

(Ed. 4-84)

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Contract Purchase Agreement POA-71567-25

Agreement	**POA-71567-25**
Agreement Date	**15-OCT-2024**
Revision	**0**
Agreement Amount	**27,285,379.68 USD**
Solicitation Number	

Sold To

City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier

First Coast Security Services Inc
1 Independent Drive Suite 117
JACKSONVILLE, FL 32202

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
20405	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**
Start Date	End Date		Confirm To	
01-Oct-2024	**30-Oct-2027**		**Olive Wallace Cohen** **owcohen@coj.net**	

DRAFT

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division