RFP-SJR-03-2018

Security Services

Evaluation Meeting

Name of Vendor		Experience Max Points = 50	Uniqueness Max Points = 10	Price Max Points = 40	Cummulative Total	Ranking
Central Security Agency						
Committee Mbr. #1		40	7	35.6		
Committee Mbr. #2		45	8	35.6		
Committee Mbr. #3		34	5	35.6		
	Total	119	20	106.8	245.8	4
First Coast Security						
Committee Mbr. #1		50	9	36.6		
Committee Mbr. #2		50	10	36.6		
Committee Mbr. #3		47	9	36.6		
	Total	147	28	109.8	284.8	1
Giddens Security Corporation						
Committee Mbr. #1		40	5	40		
Committee Mbr. #2		48	7	40		
Committee Mbr. #3		40	7	40		
	Total	128	19	120	267	2
Over Watch Security Group						
Committee Mbr. #1		45	8	36.6		
Committee Mbr. #2		49	10	36.6		
Committee Mbr. #3		35	6	36.6		
	Total	129	24	109.8	262.8	3
US Security Association Inc.						
Committee Mbr. #1		35	7	30.1		
Committee Mbr. #2		45	7	30.1		
Committee Mbr. #3		42	7	30.1		
	Total	122	21	90.3	233.3	5

St. Johns River State College Bid No: RFP-SJR-03-2018 Bid Name: Security Services

Renewal #2

This is an Amendment/Renewal to the Contract entered into by and between St. Johns River State College (hereinafter referred to as "SJR State") and First Coast Security Services, Inc. (hereinafter referred to as "Contractor") dated July 1, 2018. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

Renewal Options:

Further pursuant to the original contract renewal clause, SJR State hereby exercises its option to renew this contract. In accordance with the original contract provisions, SJR State grants Contractor an increase in the hourly rate for basic services as shown in addendum attached. All other terms and conditions of the original contract, RFP-SJR-03-2018, which commenced on July 1, 2018 are not affected and shall remain in full force and effect. The renewal contract term shall commence on July 1, 2020 and shall terminate on 30 June, 2021.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and SJR State have, through duly authorized representatives, entered into this agreement. The parties having read and understood the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

First Coast Scentity Services, Inc.					
Signature: Title: Account + Greanne Printed Name: EARLE GINN Date: 6/5/20					
Printed Name: EARLE GINN Date: 6/5/20					
WITNESS: Renewal signed on behalf of First Coast Security Services, Inc., by					
in the presence of:					
Witness Signature: Witness Printed Name: Robert J. LUCCS					
St. Johns River State College:					
Signature: In Title: Trusident					
Printed Name: Jr H. Picken Date: 6920					
WITNESS: Renewal signed on behalf of St. Johns River State College by					

Witness Signature: ______ Witness Printed Name:

Addendum to Renewal #2, RFP-SJR-03-2018

For the term of this renewal, First Coast Security Services, Inc. will invoice SJR State at the hourly rate as listed below for the number of hours provided during the month:

Hourly Rate: \$17.06

Overtime Rate: Shall not exceed one point five percent of the above hourly rate (which is \$17.06).

ST JOHNS RIVER STATE COLLEGE (initials)

a = b

FIRST COAST SECURITY SERVICES, INC.

(initials)

St. Johns River State College Bid No: RFP-SJR-03-2018 Bid Name: Security Services 100

Renewal #1

This is an Amendment/Renewal to the Contract entered into by and between **St. Johns River State College** (hereinafter referred to as "SJR State") and **First Coast Security Services, Inc.** (hereinafter referred to as "Contractor") dated **July 1, 2018**. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

Renewal Options:

Further pursuant to the original contract renewal clause, SJR State hereby exercises its option to renew this contract under the same terms and conditions of the original contract, **RFP-SJR-03-2018**, which commenced on **July 1**, **2018** to include the above named amendment. The renewal contract term shall commence on **July 1**, **2019** and shall terminate on **30 June**, **2020**. All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and SJR State have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

First Coast Security Services, Inc.
Signatures Title: Chict Operating of Ficer
Printed Name: Chris Anstin Date: 5/15/2019
WITNESS: Renewal signed on behalf of First Coast Security Services, Inc., by
in the presence of:
Witness Signature: Join Rollins Witness Printed Name: OFTA Pollins
St. Johns River State College:
Signature: Title: President
Printed Name:
WITNESS: Renewal signed on behalf of St. Johns River State College by TOC H. Pickens
in the presence of:
Witness Signature: Doni Mast Witness Printed Name: Toni Mast

AGREEMENT

THIS AGREEMENT is effective the 1st day of July, 2018, By and between the parties herein identified: ST. JOHNS RIVER STATE COLLEGE and FIRST COAST SECURITY SERVICES, INC.

WITNESSETH:

WHEREAS: St. Johns River State College (SJR State) desires and requests that First Coast Security Services, Inc. provide or deliver certain security and/or security related services to the premises of St. Johns River State College, and said premises identified as St. Johns River State College, with campuses at the following locations: Orange Park Campus, 283 College Drive, Orange Park, located in County of Clay, State of FLORIDA; St. Augustine Campus, 2990 College Drive, St. Augustine, located in County of St. Johns, State of FLORIDA, Palatka Campus, 5001 St. Johns Avenue, Palatka, located in the County of Putnam, State of FLORIDA; as outlined, and;

WHEREAS: First Coast Security Services, Inc. is in the business of providing security services and desires to contract and agree with SJR State for the performance of said security services to be further set out in this Agreement;

NOW THEREFORE: In consideration of the faithful performance of the services hereinafter specified, in the manner and at the times specified, the compensation to be paid and the mutual covenants and agreements of the parties hereinafter set forth to be kept and performed and the mutual benefits to each of the parties therefrom, it is hereby contracted and agreed as follows:

- First Coast Security Services, Inc. agrees to provide or deliver certain security and/or security related services to SJR State, and for consideration therefore, SJR State agrees to compensate First Coast Security for such services. Such security and/or security related services, and the compensation therefore, shall be defined and set forth in Exhibit-A, as is attached hereto and by reference made a part hereof.
- 2. Security and/or security related services as set forth herein, shall commence at 11:59 p.m. on the 20th day of July, 2018, and shall continue for a period of twelve (12) months, unless a thirty (30) day written notice to the contrary has been given by one party to the other. SJR State has the option and reserves the right to extend the contract beyond the initial 12 month period for three (3) additional twelve (12) month periods by mutual consent. At the time of renewal, inflationary increases shall be mutually agreed upon but shall not exceed the rate of increase in the Consumer Price Index for Other Goods and Services as reported by the U.S. Department of Labor Consumer price Index Summary for each renewal period (available online at http://www.bls.gov/news.release/cpi.nr0.htm). The index used to adjust the Agreement price will be most recent "unadjusted twelve (12) month" index available for the month preceding the annual notice of intent to renew. Any and all option terms shall be determined from these stipulated dates. This Agreement is renewable yearly by addendum renewable page. Either party shall have the ability to terminate this Agreement with 30 days written notice without cause. SJR State may provide notice of its intent to exercise said option to renew sixty (60) days prior to the expiration of the then current Agreement term. This option does not prohibit SJR State from declining to enact the option to renew for any subsequent period.
- 3. Compensation rates and schedules as contained in Exhibit-A shall remain in effect without change, for the duration of the agreement as herein set forth, unless SJR State's requirements for services shall change, and by mutual agreement of both parties, such increase or decrease in

service(s) required, or increase or decrease in compensation due, be amended, attached, and made a part hereof.

- At the conclusion of the specified agreement period as herein set forth, First Coast Security Services, Inc. assures SJR State of the continuation of services for a period not to exceed thirty (30) days, at existing rates of compensation, to allow both parties sufficient time to effect a revision or an extension of this agreement, if any.
- 5. First Coast Security Services, Inc. will maintain throughout the period of this agreement the insurance as specified in the RFP-SJR-03-2018 Specifications Document. It is understood that First Coast Security Services, Inc. is not an insurer of property or persons and SJR State shall not be entitled to retain the amount of any such claim out of monies due or owing to the First Coast Security Services, Inc. hereunder, as security for the payment of any claim. It is not the intent of this Agreement to limit the types of insurance that First Coast Security Services, Inc. may desire to obtain.
- 6. All services provided by First Coast Security Services, Inc. are to be performed in accordance with the terms of this Agreement; Exhibit A attached hereto and by specific reference made a part of this Agreement and incorporated herein; RFP-SJR-03-2018 Specifications Document attached hereto as Exhibit B and by specific reference made a part of this Agreement and incorporated herein; and First Coast Security Services Inc.'s response to RFP-SJR-03-2018 attached hereto as Exhibit C and by specific reference made a part of this Agreement and incorporated herein; or as may, during any term of the Agreement, be added or deleted or otherwise altered by addendum or amendment, and such being made a part hereof, and attached.
- 7. First Coast Security Services, Inc. specifically acknowledges acceptance of the Indemnification agreements contained in the RFP and set forth below.

INDEMNIFICATION AGREEMENT

The consultant, contractor, lessee, or vendor agrees to indemnify, defend and hold harmless SJR State College, its District Board of Trustees, its officers, employees, agents and other representatives, individually and collectively from an against any and all claims, losses, etc. arising from injury to persons or damage to property as a result of an act or omission of the consultant, contractor, lessee, or vendor. For purposes hereof, claims / liabilities shall mean, but are not limited to, any losses, damages (including loss of use), expenses, demands, claims, suits, proceedings, liabilities, judgments, deficiencies, assessments, actions, investigations, penalties, interest or obligations (including court costs, costs of preparation and investigation, reasonable attorneys', accountants' and other professional advisors' fees and associated expenses), whether suit is instituted or not and, if instituted, at all tribunal levels and whether raised by the Parties hereto or a third party, incurred or suffered by the College Indemnities or any of them arising directly or indirectly from, in connection with, or as a result of (a) any false or inaccurate representation or warranty made by or on behalf of the Contractor in or pursuant to this RFP and the Agreement; (b) any disputes, actions, or other Liabilities arising with respect to, or in connection with, compliance by the College with any Public Records laws (as hereinafter defined) with respect to the Contractor's documents and materials; (c) any dispute, actions, or other liabilities arising in connection with the Contractor, the Contractor's subcontractors, or their respective agents or employees or representatives otherwise sustained or incurred

on or about the Premises; (d) any act or omission of, or default or breach in the performance of any of the covenants or agreements made by the Contractor in or pursuant to this RFP or the Contract executed in connection with this RFP; and (e) any services provided by the Contractor, its employees, agents, or authorized representatives in connection with the performance of the Contract executed for this RFP. This indemnification shall survive termination of the RFP and the contract executed in connection with the RFP. The Contractor must acknowledge acceptance of the entire Indemnification Agreement

- Security services personnel are and at all times shall remain the employees of First Coast Security Services, Inc., an independent Contractor. The payment of Federal, State, and/or local tax, social security benefits, unemployment compensation tax, and employee compensation, shall be the sole function and responsibility of First Coast Security Services, Inc.
- 9. First Coast Security Services, Inc. shall be responsible for the recruiting, screening, testing, investigating, training, and supervision of security employees, within the normal scope of the security industry, of such employees as may be utilized by First Coast Security Services, Inc. to provide or deliver security and/or security related services to SJR State, within the State of Florida. All employee compensation, insurance provisions, sick leave, vacation holidays or holiday compensation, or any other such compensation or benefits as may be provided by First Coast Security Services, Inc., if any, shall remain within the control of First Coast Security Services, Inc.
- 10. If there is enacted any law, regulation, ruling or other mandate, by any authority having jurisdiction over the subject matter which alters the hours of service, rates of compensation, working conditions, or costs as may relate to the performance of the services herein provided for, SJR State agrees that this contract agreement shall then be subject to renegotiation to take into account the cost(s) resulting from such mandate.
- 11. First Coast Security Services, Inc. shall invoice SJR State at the rate of compensation as is herein set forth and agreed upon, on or about the last day of each month during the term of the agreement. Such invoice is considered due and payable 30 days net after receipt of invoice, unless otherwise agreed upon, and made part of the specifications in Exhibit-A, attached. SJR State understands that failure to remit payment within 30 days of due date may result in interruption of service.
- 12. First Coast Security Services, Inc. is in compliance with the provisions of the Civil Rights Act of 1964, as amended, and Executive Order 11246, as amended.
- 13. Should any provision of this Agreement be or become invalid, void, illegal or not enforceable, it shall be considered separate and severable from the Agreement and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provision had not been included.
- 14. Any notice which is to be given to First Coast Security Services, Inc. or SJR State shall be deemed sufficiently given if sent by Certified Mail, Postage prepaid, addressed as follows:

First Coast Security Services, Inc. Attn: Chris Austin 1 Independent Drive, Ste 117 Jacksonville, FL 32202

St. Johns River State College Attention: Senior Vice President & General Counsel 5001 St. Johns Avenue Palatka, Florida 32177

The customary receipt shall be conclusive evidence of service and notices shall be effective as of the date of mailing thereof.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the first day above written:

WITNESS:

St. Johns River State College (Signature) By: Printed Name: Joe H. Pickens, J.D. Title: President

First Coast Security Services, Inc. By: (Signature) Printed name: ____4 Case Title:

EXHIBIT A

Specifications and terms, as herein agreed upon this 1st day of July, 2018, by and between the St. Johns River State College and First Coast Security Services, Inc. are as follows:

First Coast Security Services, Inc. will provide supervisors and security officers to perform the duties required as specified in the RFP SJR-03-2018 Specifications Document attached hereto and by reference made a part hereof. First Coast Security Services, Inc. will comply with all requirements in the RFP-SJR-03-2018 Specifications Document unless otherwise approved by SJR State as amended by addendum to this agreement.

The security work force provided by the Contractor shall not be paid by the Contractor less than the following minimum rates per hour during the first contract term (year):

Position	Minimum Hourly Rate Armed
Supervisor for St. Augustine Campus	\$13.67
Supervisor for Orange Park Campus	\$13.67
Officer	\$11.37

SJR State agrees to compensate First Coast Security Services, Inc. at the rate herein set forth following, and First Coast Security Services, Inc. assures SJR State that such rate shall be firm for a period of twelve (12) months from the date of such Agreement, unless otherwise approved by SJR State as amended by addendum to this Agreement.

First Coast Security Services, Inc. will invoice SJR State at the hourly rate as listed below for the number of hours provided during the month:

Hourly rate: \$16.81;

Overtime rate: Shall not exceed one point five percent of the above hourly rate (which is \$16.81).

NOW, THEREFORE, having examined the specifications and terms as set forth above, and being agreed, signature representatives for St. Johns River State College and First Coast Security Services, Inc. do now affix their respective initials below as acceptance and agreement to the contents of Exhibit-A.

ST. JOHNS RIVER STATE COLLEGE (initials)

FIRST COAST SECURITY SERVICES, INC.

(initials)