



1. ADDENDUM 1	2. EFFECTIVE DATE 10/31/2024	3. SOLICITATION NUMBER RFP 25-01	4. SOLICITATION DESCRIPTION Armed Security Services
5. ISSUED BY: LAKE-SUMTER STATE COLLEGE TAMMY SPENCER, DIRECTOR OF PURCHASING 9501 U.S. HWY 441 WILLIAMS-JOHNSON BLDG./ROOM 133 LEESBURG, FLORIDA 34788-3950 TELEPHONE: (352) 365-3502			

7. TYPE OF ACTION REQUESTED

Check one:

- A. THE CHANGE ORDER IS ISSUED TO INCREASE/DECREASE FUNDING AMOUNT AS SET FORTH IN ITEM 8 BELOW:
- B. THE ABOVE NUMBERED SOLICITATION IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SET FORTH IN ITEM 8 BELOW:
- C. OTHER (Set forth in Item 8 below)

IMPORTANT: CONTRACTOR  IS NOT REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 ORIGINAL SIGNED COPY (IES) TO THE ISSUING OFFICE.  
 IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 ORIGINAL SIGNED COPY (IES) TO THE ISSUING OFFICE.

8. DESCRIPTION OF ADDENDUM:

Question & Answer Addendum

9. AUTHORIZED SIGNATURES REQUIRED

Ross Wilson

Director of Procurement

Name(Print)

Title

10-31-2024

Signature

Date Signed

## RFP#: 25-01 Armed Security Services

### Questions & Answers

1. Can the college advise the bill rate for the current vendor?
  - a. \$23.61/hr= Security Officer      \$24.26/hr= Security Supervisor
2. Can you please provide the name of the current provider and the most current Bill Rate being charged?
  - a. Miller and Miller Investigative and Security Services, LLC (see above for rates)
3. Does Lake Sumter State College have a 2025 budget plan? Does it include a budget for these services? Can you share this budget?
  - a. Lake-Sumter prepares a budget annually and does include a Campus Safety budget.
4. What improvements can a new security vendor deliver to improve your current security operations?
  - a. Adequate staffing, adequate uniforms, adequate and timely training
5. Can we provide a sample of qualified personnel, job descriptions for new hires, methods for retaining incumbent officers, and outline our recruitment and training process to demonstrate our staffing capabilities for the full points in this criteria?
  - a. Yes
6. On the RFP, the company is responsible for providing a Golf Cart to 3 of the locations. Is a UTV acceptable for the campus? Is there a motor vehicle needed at any time?
  - a. A UTV could be acceptable. If a supervisor will be expected to make trips to all campuses, they would need a vehicle.
7. Is there a minimum starting pay rate for security guard personnel mandated by Sumter College?
  - a. No
8. The RFP mentions bank runs as part of the security officer's duties. Could you please clarify if these are conducted using a marked security vehicle provided by the current security firm or if the officer accompanies a Sumter College staff member in a college vehicle?
  - a. Currently, an officer does the deposits using their own vehicle. No college staff accompanies the officer for deposits.
9. Who is the current incumbent?
  - a. Miller and Miller Investigative and Security Services, LLC
10. When was the current incumbent awarded the contract? Could you please provide a copy of the current contract?
  - a. 2021
11. Are there any subcontractors being used for the current contract?
  - a. No
12. What was the initial term length of the current contract? (for example, 1 year plus 4-year options, etc.)
  - a. 3 years, plus two 1-year options
13. What was the start date of the initial contract?
  - a. January 2021
14. What was the amount spent in the last 12 months?
  - a. Refer to question 18

15. What was the total spent in the last billed month?
  - a. \$ 39,036.60
16. Are there any other rates billed separately (e.g. equipment, vehicles, etc.)
  - a. No
17. Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g. armed vs unarmed), a need for additional resources?
  - a. No
18. What was the amount spent on this contract last year?
  - a. \$ 345,864.90
19. What is the estimated total number of annual hours for this contract?
  - a. 23,036 hours (does not include special events or overtime)
20. What is the current bill rate for each position?
  - a. \$23.61/hr= Security Officer      \$24.26/hr= Security Supervisor
21. Are there any additional services that may be needed that are not listed in the RFP? For instance, the need of additional sites, seasonal required security, etc.
  - a. No
22. Beyond the state and federal minimum wage, is there a prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage?
  - a. No
23. Is there a specific way you would like the response to be prepared? For example: bound, unbound, 3-ring binder(s), paper type, etc.
  - a. No
24. Do attachments A-F count towards the page limit?
  - a. No
25. I wanted to inquire if bidders must already hold a Florida security license at the time of bid submission?
  - a. Yes
26. Would LSSC permit the use of a subcontractor to fulfill the work temporarily until our license is fully secured?
  - a. No
27. May we please request the current contract and any additional documentation that is public record?
  - a. Attached
28. Do the licenses, certifications, and resumes count towards the 50 page limit?
  - a. Yes
29. Are the attachments included in the proposal page count?
  - a. No
30. Page 11-12 of the RFP states that we are to "complete and submit the 'Employment Eligibility Verification Form' as noted in Section Four of this RFP, Evaluation Criteria, but Section IV doesn't appear to mention this form and the RFP does not include the form. Where is this form to be found, so that we can include a copy with the proposal?
  - a. This applies to awarded firm and is not required in this proposal. Department of Homeland Security Employment Eligibility Verification Form (I-9) can be found at [I-9 Employment Eligibility Verification \(uscis.gov\)](https://uscis.gov)

31. Is there an in-place security monitoring system/operations center for all campuses and/or sites?
  - a. The camera system currently in use allows monitoring of all campuses remotely from anywhere
32. What is LSSC security requirement for observed holidays/campus down days?
  - a. Major holidays-Christmas, Thanksgiving, New Year's Day officers are off; other holidays are usually shortened hours; hurricane closures officers are off but will return to campuses as part of damage assessment teams and prior to reopening officers may be working adjusted schedules
33. PalAmerican is requesting the last awarded/finalized contract (#22-01)
  - a. See Attached
34. Is LLC amenable to an additional line in the price proposal for a flat rate fee for the required Golf Carts?
  - a. We would prefer equipment be included in the bill rate
35. What is the current cost for the Golf cart or is it included in the current bill rate?
  - a. Built in
36. What is the preferred transition timeframe?
  - a. Jan. 1, 2025
37. What are the current bill rates for both armed guards and armed supervisor?
  - a. Refer to question 1
38. What are the current pay rates for both armed guards and armed supervisor?
  - a. Unknown
39. What is the current cost for the Golf cart or is it included in the current bill rate?
  - a. Included
40. What federal holidays are observed?
  - a. Refer to Question 32
41. Is there a minimum wage requirement for these sites?
  - a. Refer to question 22
42. Do you use an existing tour system? If so, what is it?
  - a. No
43. What uniform type is required?
  - a. Currently, officers wear polo shirts and BDU pants
44. Who is the current security services provider?
  - a. Reference question 2
45. What On-the-Job Training requirements do you have? How many hours?
  - a. Current company has responsibility for all OJT. They are responsible for training new officers on daily tasks and also trains them on Clery, Title IX, post orders, CPR, first aid, AED, Narcan administration, communication and report writing, de-escalation skills, and mental health response.
46. Will you agree to Net 30 terms?
  - a. Yes
47. In regard to section 4 of the proposal content: Team Experience stating we must provide a copy of each assigned guard's resume & license/registration - can we provide this once awarded the contract?
  - a. Resumes of proposed existing personnel are required, but we understand that some staff may be hired upon award.
48. Would you like to keep any of your incumbent officers?
  - a. We are open to it pending your staffing Methodology, Transition and Approach to the project.

49. Is MWBE a part of the evaluation for this bid? and if so, can we use our national certification?
  - a. MWBE is not a scoring factor for this RFP, but MWBE firms are highly encouraged to submit proposals.
50. How many total hours per week are at each site?
  - a. Refer to section B Service Hours for weekly schedule

**Contract for Campus-wide Security Services  
Between Lake-Sumter State College  
and Miller & Miller Investigative and Security Services, LLC**

This Contract is made and entered this \_\_\_\_\_ day of January 2022 by and between Lake- Sumter State College (herein referred to as the "College"), located at 9501 U.S. Highway 441, Leesburg, Florida, 34788 and Miller & Miller Investigative and Security Services, LLC, a Florida limited liability company, (herein referred to as the "Contractor") located at 2680 Southland Road, Mount Dora, Florida, 32757.

**WHEREAS**, the College does hereby grant the Contractor the exclusive rights to unarmed and armed security services to the Leesburg, Clermont and Sumterville campuses.

**WHEREAS**, the College and Contractor agree that starting January 1, 2022 Contractor will provide armed and unarmed security.

The College and Contractor agree as follows:

- I. Definitions: For purposes of this Contract, terms shall have the meanings stated below.
  - a. **Board** - Refers to District Board of Trustees of Lake-Sumter State College and/or LSSC - Refers to Lake-Sumter State College.
  - b. **Contract Administrator** - An individual responsible for the administration of all post award actions of the contract to ensure compliance with all terms and conditions of the solicitation/contract through contract completion/closeout.
  - c. **Contract Manager** - An individual designated by the Contract Administrator to perform management of all post award actions through interaction with the contractor's representative during the performance of services rendered.
  - d. **Contractor** - Miller & Miller Investigative and Security Services, LLC.
  - e. **Security Officer** -a person licensed to provide Security Services in accordance with Chapter 493, Part III, Florida Statutes assigned to an LSSC Campus or event.
  
- II. Contract Term and Renewals: The Contract Term shall be for an initial period of three years, beginning on January 1, 2022. The College has the option to renew the Contract for up to two one-year terms, with the last one-year term ending on December 31, 2026. At the expiration or early termination of the contract, the contractor shall relinquish all equipment furnished by the College, in the condition which received, ordinary wear and tear excepted.
  
- III. Statement of Work and Qualifications:
  - a. The Contractor shall provide all labor, supervision, material and equipment necessary to perform Security Services at the College's three locations as provided below. The Contractor shall ensure Security Services are performed in accordance with this Contract.

Locations: Lake-Sumter State College, Leesburg Main Campus  
9501 US Highway 441  
Leesburg, Florida 34788

Lake-Sumter State College, South Lake Campus  
1250 N. Hancock Road  
Clermont, Florida 34711

Lake-Sumter State College, Sumter Campus  
1423 County Road 526A  
Sumterville, Florida 33585

Campus/Center maps will be provided to Contractor by the College Facilities Department. The College reserves the right to add another location under the same terms, specifications, and conditions of this contract.

- b. Contractor shall employ trained, reliable, quality conscious workers. All employees shall be mentally and physically competent to perform the services required. The contractor shall at all times, enforce strict discipline and good order among his/her employees.
- c. Contractor is an independent contractor and will furnish services upon its own credit rather than as an employee, agent or representative of the College. The conduct and control of the services performed pursuant to the Contract shall be solely with the Contractor; however, such services shall be performed in accordance with generally accepted procedures and methods. None of the benefits provided by the College to its employees, including, but not limited to, compensation insurance and unemployment insurance, are available from College to Contractor or the employees, agents or public servants of the Contractor. Contractor will be solely and entirely responsible for Contractor's acts and for the acts of Contractor's agents, employees and public servants during the performance of the Contract.
- d. The description of services contained herein are not intended to be exhaustive. Contractor shall provide whatever is reasonably necessary to protect the College employees, students, general public and property. The services will be provided on a scheduled basis including holidays and weekends, after hours and special events as required on an as needed basis, and sites may change based on the needs of the College. The tentative schedule of the days and times the College will require Contractor to provide Security officers is set forth in Exhibit A, however, the days and hours may be changed unilaterally by the College and any changes will be provided to Contractor in writing.
- e. Security officers shall have the following minimum qualifications:
  1. Be properly licensed and trained in accordance with Florida Statutes Chapter 493 and all other state and local regulations that apply to private security providers.
  2. Maintain a neat, clean, and well-groomed appearance while providing services and professional demeanor, and be dressed in Contractor provided uniforms.
  3. Possess a valid Florida driver's license.
  4. Pass a drug screening test upon hire.
  5. Be able to read, write, and understand English.
  6. Be physically able to perform job-related tasks, including, but not limited to, quickly ascending and descending multiple flights of stairs and lifting a minimum

- of 25 pounds.
  - 7. Have effective report writing skills.
  - 8. Pass the FDLE fingerprint criminal background investigation and fingerprint check.
  - 9. Obtain and maintain CPR/First Aid training paid for by Contractor no less than every two years.
  - 10. Attend and complete annual active assailant training.
  - 11. Demonstrate effective critical thinking and interpersonal communication skills.
- f. General Obligations and Guidelines of the Contractor are set forth in detail in Exhibit B attached hereto and incorporated herein. The Parties may amend Exhibit B as needed and mutually agreed upon by the Parties.
  - g. The Contractor shall ensure that Security Officers meet or exceed minimum hiring standards set forth herein before assignment to the College. The College reserves the right to reject any employee that it deems unqualified or unsuitable.
  - h. The Contractor will maintain and provide cleared, trained back up personnel that can replace scheduled personnel in case of emergencies, illness or vacations.
  - i. The Contractor shall notify the College immediately and in writing upon becoming aware of any changes to an employee's status, qualifications or separation from employment of Contractor.
  - j. The Contractor will assign at least one dedicated Supervisor to the College who handles the College account. The Supervisor will be available on all three campuses as needed and will serve as the College's 24-hour contact. The supervisor will be physically on one of the three campuses for a minimum of 40 hours per week on Monday through Friday from 8:00 am until 4:00 pm.

**IV. Training:** All Security Officers are required to attend a mandatory on-site training, at the designated time and place, on the established guidelines and procedures for security personnel at Lake-Sumter State College at no cost to the College, prior to commencement of work at the College. Training will consist of the following minimum objectives:

- 1. Campus Familiarization.
- 2. Post duties & responsibilities Patrol Sectors.
- 3. Department Paperwork Campus Security Systems Patrol Cart Maintenance Communications.
- 4. Student Code of Conduct.
- 5. Clery Reporting requirements.
- 6. Title IX familiarity.
- 7. CPR Training.
- 8. Active Shooter Training (at the College's sole expense).

**V. Personnel Screening & Adverse Incidents:**

- a. As part of licensure requirements, Security Officers undergo a Level II, background screening. College may require additional background or other types of screening. All costs or fees associated with the screening shall be at the sole cost of the Contractor. In no event shall the Contractor make available to College any Security Officer who has been convicted of a felony unless College has reviewed the Security Officers record and approved the hiring. All Security Officers receiving court ordered restraining orders or law enforcement trespass warnings shall not have access to the College facilities, buildings or premises. During the term of the Contract, Contractor



shall notify the College, within 24 hours of knowledge of any arrests, restraining orders, or trespass warnings issued to the Contractor's Security Officers to the extent permissible under the law.

- b. The Contractor shall notify the College immediately and in writing when it becomes aware of any changes to an employee's status, qualifications or separation from the employment of the Contractor.
- c. The College reserves the right to require removal of personnel deemed to be unsuitable or unsatisfactory for any reason. The Contractor shall assign acceptable replacement personnel within three business days. The College shall notify the Contractor in a detailed written notice for the reason of removal of the officer.

**VI. Vital Personnel Information:** The Contractor will provide the College's Contract Administrator and the Contract Manager with the following information pertaining to Security Officers assigned to the College.

- a. Name of Security Officer.
- b. Permanent Address.
- c. Telephone Number.
- d. Social Security Number.
- e. Florida Class D Security Officer license number.
- f. Driver's License Number and Issuing State or Photo ID.
- g. Location(s) Where Trained.
- h. Date Training Completed.

Each time a Security Officer is hired and assigned to the College, the Contractor will forward a letter to the College's Contract Administrator and/or the Contract Manager at least five days before the Security Officer's training commences. The letter is to contain information listed directly above, items a. through h., and confirmation that the background check was satisfactory. The College reserves the right to refuse any hires.

Providing campus safety for the College requires a consistent familiar security presence. In order to maintain such a presence, the assignment of Security Officer's for the College will be made as a permanent assignment with the goal of maintaining a cohesive group of personnel familiar with the College, it's operations and it's faculty, staff, students and visitors. Any changes to the College Security personnel assignments, other than for temporary reasons such as illness, vacation or emergencies must be approved in writing by the Director of Campus Safety, at least five days prior to the change. The College reserves the right to refuse such change.

**VII. Assignment/Delegation:**

- a. Neither this agreement nor any duties or obligations under this contract agreement shall be assigned by Contractor without prior written consent of the College.
- b. Contractor shall not delegate any of its duties or responsibilities under this Contract to any subcontractor.

**VIII. Fees for Services:** In consideration of Contractor performing Security Services, the Contractor will bill the College for services monthly. Charges will be billed at the rates agreed to in Exhibit C, subject to any adjustments permitted in this Agreement. It is a material term of this Agreement that the College shall pay all undisputed amounts within 30 days of the date of the invoice for services. The obligations of College are subject to

annual appropriation of lawfully available funds by the District Board of Trustees.

- IX. Insurance Requirements:** Providing and maintaining adequate insurance coverage is a material obligation of Contractor. During the Contract term, Contractor at its sole expense shall provide Commercial General Liability, Automobile Liability, and Workers Compensation Insurance. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract.
- a. **Commercial General Liability.** Contractor shall obtain and maintain Commercial General Liability insurance on an occurrence basis in the minimum amount of \$1,000,000.00 (defense cost shall be in excess of the limit of liability), Completed Operations Aggregate in the amount of \$5,000,000, Per Occurrence Limit in the amount of \$2,000,000.00, Personal Advertising/Injury limit in the amount of \$1,000,000.00 and Damage to Rented/Utilized Properties in the amount of \$100,000.00. This insurance will provide coverage for all claims that may arise from the operations completed under this Contract, whether such operations are by the Contractor, Contractor's agents, or other employees. Such insurance shall include a Hold Harmless Agreement in favor of the College, shall be primary and non-contributory in nature, must contain a waiver of subrogation in favor of College and must include the College as an Additional Named Insured for the entire length of the Contract. The Commercial General Liability policy shall include coverage for liability arising from completed operations and liability assumed under and insured contract.
  - b. **Workers Compensation Insurance.** Contractor shall obtain and maintain workers' compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, with minimum employers' liability limits of \$500,000 per accident, \$500,000 per person, and \$1,000,000 policy aggregate. Such policy shall contain a waiver of subrogation in favor of the college and cover all employees engaged in any Contract work.
  - c. In the event any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation statute, Contractor shall provide, adequate insurance, satisfactory to the College, for the protection of its employees not otherwise protected. All insurance policies shall be through insurers authorized to write policies in Florida.
  - d. **Automobile Liability Insurance.** Contractor shall obtain and maintain automobile liability insurance, including coverage for liability contractually assumed, which shall cover all owned, non-owned, and hired autos used in connection with this Contract. The minimum combined limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1,000,000.00 for each occurrence-bodily injury and property damage combined and \$5,000 medical payment (Any One Person).
  - e. **Law Enforcement Liability Insurance.** Contractor shall obtain and maintain law enforcement liability insurance, with coverage limits of \$3,000,000.00 per occurrence and \$3,000,000.00 aggregate coverage. Such policy shall contain a waiver of subrogation in favor of the College and shall be primary and non-contributory in nature
  - f. All policies must be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by College and they must contain a Waiver of Subrogation Clause. All carriers must be authorized to write insurance in Florida with AM best rating of at least A-VII.

- g. Certificates of Insurance. Certificates of Insurance shall be in effect no later than April 1, 2022 through the end of the Contract term. It is Contractor's responsibility to provide all relevant certificates and endorsements as proof of such insurance, including renewal or replacement evidence of insurance at least 30 days prior to the expiration or termination of any insurance to the College's Contract Administrator or Contract Manager.

NOTE: Certificates of insurance shall be provided and the Certificate Holder's Name(s) upon the certificates shall be:

Lake Sumter State College 9501 U.S. Hwy 441  
Leesburg, FL 34788

- h. Nothing set forth in this Contract shall be interpreted to be a waiver of sovereign immunity and College affirmatively states that College does not waive sovereign immunity, or any of the requirements, limitations or protections set forth in Section 768.28, Florida Statutes. In no event shall College be obligated to indemnify any party or to pay a claim or a judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid arising out of the same incident or occurrence, exceeds the sum of \$300,000.

**X. Indemnification:**

- a. Contractor shall indemnify, hold harmless, and defend the College, and its Board of Trustees, Officers, Agents and Employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the terms, conditions or provisions of this Contract provided that any such claim, damage, loss or expense is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, its agents, subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- b. If any and all claims against the College, and/or its officers, agent(s) and employees are by any employee of the Contractor, or anyone directly or indirectly employed by any one of them or anyone for whose actions any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- c. Contractor shall indemnify and hold harmless the College for any loss of property and all damage or claim for damage to property and equipment from contractor's failure to properly secure college facilities. The extent of this responsibility is not limited to only College property but extends to any property including leased equipment on College premises.

**XI. Events of Default:**

- a. Contractor Events of Default. Any one or more of the following events shall, after the required notice(s) and opportunity to cure, constitute an "Event of Default" on the part of Contractor. The following list is not all-inclusive.

- i. Payment. To the extent applicable, the failure of Contractor to pay any sum of money required by the College within ten business days after receipt of written notice from the College that the sum is due will constitute a breach of contract and may result in termination of the Contract.
    - ii. Performance. Any non-performance of Contractor, which is not cured within a specified period after receipt of written notice thereof by the College shall constitute a default. At the College's exclusive discretion, the period of time afforded for cure may be extended so long as Contractor institutes satisfactory performance and thereafter diligently and continuously pursues satisfactory performance.
  - b. Remedies. Upon the occurrence of an "Event of Default" on the part of Contractor, and after complying with the provisions of 12.6 below, the College is entitled to any remedies at law or in equity.
  - c. Dispute Resolution. Unless otherwise provided for in the Agreement, the dispute resolution procedures between the parties shall be as follows. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under, or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party involved in the dispute a written notice of dispute in accordance with the notice provisions of Paragraph XXI. The period of informal negotiations shall be 14 days from receipt of the written notice of dispute unless such time is modified by mutual written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute cannot resolve the dispute by informal negotiations, the Parties agree to submit the dispute to mediation. Within 14 days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. The mediation shall occur in Lake County, Florida. The period for the mediation shall commence upon the appointment of the mediator and shall not exceed 60 days, unless such time period is modified by written agreement of the Parties. The decision to continue mediation shall be in the sole discretion of each party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by all Parties involved in the dispute. If the Parties fail to resolve the dispute through mediation, then each Party may seek to enforce the terms and conditions of the dispute in a court of competent jurisdiction in Lake County, Florida.
  - d. College Event of Default. College's failure to perform or delay in performing any of the its responsibilities under this Contract will not constitute grounds for termination of the Contract by the Contractor except for a failure by the College to timely pay amounts due and owing after being provided an opportunity to cure.
  - e. Default. In the event of default by either party under this Contract, the non-defaulting party shall give prompt written notice of the default to the defaulting party. The defaulting party shall have five days from the date of said notice to cure the default, except if the default relates to Security Officer licensing or effectiveness in which case the default shall be cured immediately.
- XII. Contractor Status and Taxes**: The Contractor must be certified, licensed and insured to do business in Florida in compliance with Florida Statutes.
  - a. The Contractor shall pay all applicable taxes and purchase any licenses that may be required in the performance of the contract.

- b. The College does not pay federal, excise, and state sales taxes on College's direct purchases or services. The applicable tax-exempt numbers are:

Florida Sales Tax: 85-8013197636C-5  
Federal Identification Number: 59-1210132

- XIII.** Laws, Ordinances, Rules, Regulations, Permits, and Licenses: Contractor shall observe and obey all the laws, ordinances, rules, regulations, and policies of the District Board of Trustees of Lake-Sumter State College and the federal and state governments which may be applicable to the firm's operation at Lake-Sumter State College and shall, at the sole cost of the firm, obtain and maintain all permits, licenses and insurance necessary to comply with such requirements and standards.
- XIV.** Employment Verification: Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify eligibility of all new employees hired by the Contractor to work in the U.S. during the Contract term.
- XV.** Familiarity with Laws: Contractor shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations, and licensing requirements controlling the action or operation of this agreement. Relevant laws may include, but are not limited to: the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act, Florida Administrative Code, Chapter 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20 Education Code - Educational Facilities), Florida Statutes 402.301- 402.319, Immigration and Nationality Act, OSHA regulations, and all Civil Rights legislation prohibiting discrimination.
- XVI.** Equal Opportunity: Lake-Sumter State College is committed to non-discrimination based on race, color, sex, national origin, age, genetic information, marital status, veteran's status, religion, or sexual orientation. In the performance of this Contract, Contractor shall not discriminate against any applicant or employee, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, marital status, genetic information, veteran status or sexual orientation.
- XVII.** Drug/Alcohol-Free Workplace: Lake-Sumter State College believes in a drug free workplace and is committed through in-house policies to this objective. The Contractor shall have similar policies for all employees assigned to the College.
- XVIII.** Public Records: Upon a request from the College for access to public records in the possession of Contractor, including documents papers, letters, or other records made or received by the Contractor in conjunction with the Contract, Contractor shall provide College a copy within a reasonable time of the request as required by Florida law for the inspection and copying of public records. The College may unilaterally terminate the contract if the Contractor refuses to allow the College access as required by law.
- XIX.** Governing Law and Venue: This contract, and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. The College and the Contractor both hereby agree that venue shall be in Lake County, Florida.

**XX.** Contract Interpretation: Interpretation of this document shall be the responsibility of the College and that interpretation shall be final.

**XXI.** Notices: All notices required to be given or made in this Contract shall be deemed to have been fully given when in writing, sent by certified U.S. Mail, Return Receipt Requested or personally delivered or courier delivery and addressed as follows:

LAKE-SUMTER STATE COLLEGE  
Office of the President  
Lake-Sumter State College  
9501 U.S. Highway 441  
Leesburg, FL 34788

CONTRACTOR  
Donald Miller  
Miller & Miller Investigative and  
Security Services, LLC  
2680 Southland Road  
Mount Dora, FL 32757

**XXII.** Contract Administrator:  
The College's Contract Administrator for all matters relating to this contract is Mr. Bruce G. Duncan, Contracts Administrator. If there are any questions concerning the contract, direct them in writing, to Mr. Bruce G. Duncan via email [duncanb@lssc.edu](mailto:duncanb@lssc.edu). The College may appoint a different Contractor Administrator, which shall not constitute an amendment to the Contract, by sending written notice to Contractor.

**XXIII.** Contract Manager:  
The College's Contract Manager for all matters relating to this contract is Rebecca Nathanson, Executive Director of Campus Safety & Security/Title IX Coordinator. If there are any questions concerning the contract management, direct them in writing to her via email at [nathansonr@LSSC.edu](mailto:nathansonr@LSSC.edu). The College may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending written notice to the Contractor.

The Contractor's Contract Manager is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**XXIV.** Amendment:  
a. This Contract may be modified in writing only by the mutual agreement of both parties in accordance with their respective laws, rules and procedures. Any amendments to this Contract must be executed by both parties before becoming effective.  
b. No change, modification, termination or attempted waiver of any of the provisions of this agreement shall be binding upon any party hereto unless reduced in writing and -signed by the party or parties against whom enforcement is sought.

**XXV.** Entire Agreement: All understandings and agreements between the parties are contained herein and the parties acknowledge that no representation or warranties have been made other than those specifically set forth herein.

**XXVI.** Counterparts: Any number of counterparts of this agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall

constitute one and the same instrument.

**XXVII.** No Third-Party Beneficiary: Persons not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.

**XXVIII.** Attorney's Fees/Costs: If any litigation shall be instituted for the purpose of enforcing or interpreting any of the provisions of this agreement, the prevailing party or parties, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all costs and expenses incurred in connection therewith, including, without limitation, reasonable legal expenses (including but not necessarily limited to fees for services of attorneys, paralegals and legal assistants) at the trial level and in connection with all appellate proceedings.

**XXIX.** Representations: If any party to this agreement is a corporation or a partnership, then all such parties represent to all parties to the agreement that they are duly organized, validly existing and in good standing under the laws of the State of Florida and have full capacity, power and authority to convey execute this agreement and to otherwise comply with the terms and conditions of this agreement.

**XXX.** Headings/Captions: The title and captions of paragraphs and subparagraphs contained in this agreement are provided for convenience of reference only, and they shall not be considered a part of this agreement for purposes of interpreting or applying this agreement; such titles or captions are not intended to define, limit, extend, explain, or describe the scope or extent of this agreement or any of its terms, provisions, representations, warranties, or conditions in any manner or way whatsoever.

**XXXI.** Severability: If any provisions of the agreement is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement. In the event any provision of this agreement shall be invalid or unenforceable by a court of competent jurisdiction such holding shall not invalidate or render unenforceable any other provision hereof.

SIGNATURE PAGES TO FOLLOW

**CONTRACTOR:**  
**Miller & Miller Investigative and Security Services, LLC**

By: DocuSigned by:  
*Wesley Miller*  
7C8E7A38BC49404...  
Title: Owner / Chief  
Date: 3/7/2022

**COLLEGE:**  
**LAKE-SUMTER STATE COLLEGE**

By: DocuSigned by:  
*Dr. Heather Bigard*  
BC2172B049EE4E6...  
Title: Provost & Executive Vice President  
Date: 3/7/2022



**EXHIBIT C**

**FEE SCHEDULE AND HOURLY RATES**

Uniformed Armed Security Officer	\$21.83 per/hr
Uniformed Armed Security Commander	\$22.43 per/hr

**EXHIBIT B****GENERAL OBLIGATIONS AND GUIDELINES**

- a. Active shooter policy. Contractor shall draft, and coordinate with the Executive Director of Facilities and local law enforcement, an active shooter policy for each campus. The proposed policy will then be presented to the College for approval.
- b. Wand system. Contractor shall implement, per the quality assurance section of its proposal, a Wand System.
- c. Unsatisfactory Personnel. During the course of the Contract, if College determines that certain Contractor personnel are unable or fail to perform their duties in a competent and professional manner, the College shall notify the Contractor in writing of its determination. The College reserves the right to require removal of personnel deemed to be unsuitable or unsatisfactory for any reason. The Contractor shall assign acceptable replacement personnel within three Business Days.
- d. Contractor shall maintain a 24/7 call service so that College may report any failures, insufficiencies, or other concerns in the delivery of Security Services.
- e. Contractor shall respond within one hour to any report of failures, insufficiencies or other concerns in the delivery of Security Services from the College.
- f. Contractor shall promptly resolve all contractual, and College concerns, issues, or complaints to the College's satisfaction.
- g. Contractor shall notify the College immediately if it believes it cannot meet the level of service required by the College and shall provide remedies and alternatives.
- h. Contractor shall ensure that its company and employees are licensed in accordance with Chapter 493, Florida Statutes. Contractor shall provide copies of licenses and certificates to the College. Contractor shall verify to College that all employees are bonded.
- i. Contractor may be subject to termination if unlicensed employees perform services under this Contract.
- j. Contractor shall provide to the College's Contract Manager a list of key personnel, including a Contract Administrator and a Financial Administrator. The key personnel shall be knowledgeable of Contract requirements and responsible for handling and performing services specified in the Contract. Contractor may make substitutions of key personnel, so long as the substituted personnel are equally qualified and skilled to accomplish the tasks and services required. Contractor shall provide written notice, within five calendar days, of any change in key personnel to the College's Contract Manager. The Financial Administrator shall work with the College to address billing or accounting issues.
- k. Contractor shall ensure that Security Officers meet or exceed minimum hiring standards set forth herein before assignment to the College. The College reserves the right to reject any employee that it deems unqualified.
- l. Uniforms - Security Officers providing services under this Contract to College shall report to work in uniforms with logo provided by Contractor. All Security Officers shall be appropriately uniformed in accordance with Florida law. The uniform must clearly identify the employee as a Security Officer 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.
- m. If College at any time requires a non-uniformed Security Officer, the name badge requirement may be waived for those Security Officers.
- n. Security Officers shall be equipped with redundant (i.e. cell phone and radio)

communication equipment to be able to communicate with their supervisor, their home office, 911, the local police, and the College's Contract Manager.

- o. College will provide Contractor with keys or access cards to the buildings. Contractor may issue keys or access cards to Security Officers for specific sites. Contractor is responsible for securing and maintaining the keys or access cards. Under no condition (except for an emergency) shall Contractor or Security Officers lend out keys or access cards or open doors for any unauthorized personnel. College will replace lost keys or access cards at the Contractor's expense, and if re-keying is required, the expense will be Contractor's obligation. Contractor shall ensure that employees do not have access to buildings or College property unless on official duty.
- p. Security-purpose golf carts are the property of the College. Any security vehicle that is not the property of the College, shall be owned or leased, licensed, and insured by Contractor. Vehicles used by the Contractor shall display the company's name and telephone number and shall be kept clean and well maintained at all times. Contractor vehicles shall clearly display a College parking decal. Parking decals may be obtained without cost upon request to the College. Parking, during all shifts, is only authorized in designated parking lots.
- q. Contractor assumes full responsibility for all equipment for performance of the services.
- r. Contractor shall ensure that Security Officers receive ongoing training to maintain licensure in accordance with Chapter 493, Part III, Florida Statutes.
- s. Contractor shall provide its employees safety and work place training, and provide proof of same upon request of the College.
- t. Training to maintain licensure is not the financial responsibility of the College.
- u. The College may require specialized training for Security Officers that is not specified in this contract. The cost of specialized training and the hourly rate for the Security Officers attending the training will be paid for by the College.
- v. Contractor shall administer the College's site security procedures and post orders.
- w. Contractor shall provide supervision of Security Officers.
- x. Contractor shall ensure that current, applicable security licenses, and driver's licenses are kept on the Security Officer's person while he/she is on duty.
- y. Contractor shall ensure that Security Officers providing services under this Contract maintain appropriate discipline, appearance, professional demeanor, integrity, and attention to duty.
- z. Contractor shall ensure that Security Officers perform all services in accordance with oral or written instructions provided by the College.
- aa. Contractor shall at all times provide adequate supervision of Security Officers to ensure complete and satisfactory performance of all work in accordance with the Contract.
- bb. Contractor shall ensure that Security Officers contact the College Administrator for guidance if situations arise that Security Officers cannot handle.
- cc. Contractor shall monitor the quality of Security Services by performing scheduled and unscheduled on-site inspections. Contractor shall confer with the College regarding deficiencies in the delivery of services, including review of incident reports, and discussion of improvement of services and safety procedures, and potential cost savings. Contractor shall remove and replace unsatisfactory Security Officers.
- dd. Provide cleared-trained back up personnel that can replace scheduled personnel in emergencies.
- ee. Contractor shall provide, monitor and maintain the daily crime reports for the College.
- ff. Contractor shall notify College immediately and in writing upon becoming aware of changes to an employee's status, qualifications, or separation from employment of

Contractor.

- gg. Provide additional services, duties and personnel as required.
- hh. Provide billing in accordance with College Policies and Procedures.
- ii. Security Officers shall be responsible for and perform the following tasks:
  1. Respond to and physically check all alarms, secure areas and report.
  2. Provide daily written log reports.
  3. Stop losses occurring through theft or casualty, if possible to do so without personal danger, and without personally apprehending a wrongdoer.
  4. Contractor shall be responsible for safe-guarding all LSSC property under contract. At the close of each work period, college facilities shall be secured.
  5. Make written reports detailing any burned-out lights, improperly working doors and locks, building leaks, any apparent functional abnormality of mechanical, electrical or plumbing systems.
  6. Notify responsible authority when problem requires immediate attention outside of Security Officer's ability.
  7. Fill out incident and hazard reports when appropriate.
  8. Turn off lights when rooms are not in use.
  9. Secure all equipment left out, policing the area when meetings run late, so areas are ready for the following day's business.
  10. Assist College personnel during special events to direct traffic and facilitate crowd control when necessary.
  11. Ensure that all designated College vehicles are locked.
  12. Assist any persons requesting such assistance to their vehicles, and watch to be sure their vehicles start.
  13. Cooperate fully with authorized personnel, giving access where necessary. Permit entrance to authorized persons, recording entrance on prescribed forms (Sign-In Sheet, Security Officer Activity Sheet) regarding place, person, time of entrance and exit, and building area visited.
  14. Provide both interior and exterior rounds/patrols of assigned campus.
  15. Effect maximum protection to the personnel, property, buildings and equipment, at assigned location(s) against injury, molestation, loss or damage from preventable cause, including but not limited to fire, theft, vandalism, trespass, terrorism or other violations of the law.
  16. It is hereby noted that the duties and responsibilities of Security Officers at College include, but are not limited to the above. Policy and procedure changes and additions made by the College, will be appropriately conveyed by the Contractor to the Security Officers and will be followed by all Security Officers.
  17. At no time or under any circumstances should a Security Officer attempt to apprehend a wrongdoer. The Security Officer is responsible for reaching the proper authorities, (police, fire rescue, etc.) and the College's contact person in the event of an emergency.

**EXHIBIT C****TENATIVE HOURS AND SCHEDULE BY LOCATION**

<b>Location</b>	<b>Days</b>	<b>Hours</b>
<b>Leesburg</b>	Monday-Friday	6:00 am-10:00 pm
	Saturday	6:00 am-8:00 pm
	Sunday	8:00am-8:00pm
<b>S. Lake</b>	Monday-Thursday	6:00 am-11:00 pm
	Friday	6:00 am-10:00 pm
	Saturday	8:00 am-8:00 pm
	Sunday	8:00am-8:00pm
<b>Sumter</b>	Monday-Thursday	7:30 am-9:30 pm
	Friday	7:30 am-8:00 pm
	Saturday	7:30 am-4:30 pm
<b>Supervisor</b>	Monday-Friday	8:00 am-4:00pm

**Certificate Of Completion**

Envelope Id: EBFDBF5A4CE34A2E9871314061CE3970	Status: Completed
Subject: Please DocuSign: Insurance Amended Miller and Miller Agr.docx	
Source Envelope:	
Document Pages: 16	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Kelly McLean
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	9501 US-441
	Leesburg, FL 34788
	mcleank@lssc.edu
	IP Address: 64.56.88.246

**Record Tracking**

Status: Original	Holder: Kelly McLean	Location: DocuSign
3/7/2022 11:17:33 AM	mcleank@lssc.edu	

**Signer Events**

Dr. Heather Bigard  
bigardh@lssc.edu  
Provost & Executive Vice President  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
*Dr. Heather Bigard*  
BC2172B049EE4E6...  
Signature Adoption: Pre-selected Style  
Using IP Address: 64.56.88.246

**Timestamp**

Sent: 3/7/2022 11:26:42 AM  
Viewed: 3/7/2022 1:10:24 PM  
Signed: 3/7/2022 1:11:15 PM  
Freeform Signing

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Wes Miller  
wmiller@millerandmiller.org  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Wesley Miller*  
7C8E7A38BC49404...  
Signature Adoption: Drawn on Device  
Using IP Address: 166.137.19.35  
Signed using mobile

Sent: 3/7/2022 1:11:16 PM  
Viewed: 3/7/2022 2:42:45 PM  
Signed: 3/7/2022 2:48:29 PM  
Freeform Signing

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Bruce Duncan duncanb@lssc.edu Lake-Sumter State College Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/7/2022 2:48:31 PM Viewed: 3/7/2022 3:01:07 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	3/7/2022 11:26:42 AM
Certified Delivered	Security Checked	3/7/2022 2:42:45 PM
Signing Complete	Security Checked	3/7/2022 2:48:29 PM
Completed	Security Checked	3/7/2022 2:48:31 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**ADDENDUM TO CONTRACT FOR CAMPUS-WIDE SECURITY SERVICE  
BETWEEN LAKE-SUMTER STATE COLLEGE AND  
MILLER & MILLER INVESTIGATIVE AND SECURITY SERVICES, LLC**

This Addendum is made and entered into this \_\_\_\_\_ day of March, 2022, by and between Lake-Sumter State College (hereinafter referred to as the “College”), located at 9501 U.S. Highway 441, Leesburg, Florida, 34788 and Miller & Miller Investigative and Security Services, LLC, a Florida limited liability company, (hereinafter referred to as the “Contractor”) located at 2680 Southland Road, Mount Dora, Florida, 32757.

**WHEREAS**, the College and the Contractor entered into an agreement for Campus-Wide Security Services on March 7, 2022, and

**WHEREAS**, the College and the Contractor, pursuant to Paragraph VIII of that agreement, wish to mutually amend the agreement regarding the rates to be paid for the Campus-Wide Security Service, and

**WHEREAS**, the College and the Contractor have mutually agreed to amend Exhibit “C” of that agreement to increase the rates to be paid by the College to the Contractor, and

**WHEREAS**, Exhibit “C” of the Agreement is hereby amended as follows and these new rates are set accordingly.

The College and the Contractor agree as follows:

- I. The new rates established on the attached amended Exhibit “C” shall not take effect until July 1, 2023 in accordance with the fiscal year of the College.
- II. All other terms and conditions of the original agreement remain in full force and effect and are in no way changed, altered or amended by this Addendum.
- III. The initial rate increase shall be in effect from July 1, 2023 through June 30, 2024 and the second rate increase shall become effective on July 1, 2024 and shall remain in effect through the term of the agreement set to end of June 30, 2025.

**SIGNATURE PAGE TO FOLLOW:**



**CONTRACTOR:**

**Miller & Miller Investigative and Security Services, LLC**

**By:** \_\_\_\_\_

**Title:** Owner/Chief

**Date:** \_\_\_\_\_

**COLLEGE:**

**LAKE-SUMTER STATE COLLEGE**

**By:** \_\_\_\_\_

Heather Bigard

**Title:** President

**Date:** \_\_\_\_\_

**AMENDED EXHIBIT "C"**

**FEE SCHEDULE AND HOURLY RATES**

**Rates effective July 1, 2023 through June 30, 2024**

**UNIFORMED ARMED SECURITY OFFICER                      \$22.92 per/hour**

**UNIFORMED ARMED SECURITY COMMANDER                \$23.55 per/hour**

**Rates effective July 1, 2024 through June 30, 2025**

**UNIFORMED ARMED SECURITY OFFICER                      \$23.61 per/hour**

**UNIFORMED ARMED SECURITY COMMANDER                \$24.26 per/hour**