

PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
AND
R3 SECURITY, INC.

This AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General, (the AGENCY), located at PL-01 The Capitol, Tallahassee, Florida 32399-1050 and R3 Security, Inc. (the CONTRACTOR), located at 12001 Science Drive, Suite 135, Orlando, Florida, 32826, and jointly referred to as “the PARTIES.” This AGREEMENT will bind the parties upon its execution by their authorized representatives.

The PARTIES agree as follows:

SECTION 1 GENERAL DESCRIPTION

This AGREEMENT is for the provision of instructor services for the classes offered to law enforcement officers and other interested parties provided by the Florida Crime Prevention Training Institute (FCPTI). The CONTRACTOR will perform all services under the AGREEMENT and may not subcontract or assign the services without the prior written consent of the AGENCY. Services will only be performed at the direction of the AGENCY and as requested by the AGENCY.

SECTION 2 SCOPE OF SERVICES

The CONTRACTOR will provide instruction to law enforcement and other interested parties through a course selected by the AGENCY’s Contract Manager on an as-needed-basis. The location of the courses and manner of presentation (physical setting, live webcast, recorded presentation) will be determined by the AGENCY. The CONTRACTOR may be required to be physically present in the classroom, appear via a web-based classroom setting, record online instruction content, or a combination. Web-based instruction or recorded content may be audio, video or both.

SECTION 3 TIME OF PERFORMANCE

This AGREEMENT will begin on July 1, 2021, or on the date it is fully executed by both parties, whichever is later, and end on June 30, 2022, unless otherwise terminated pursuant to the terms of this AGREEMENT. This AGREEMENT may not be renewed.

SECTION 4 COMPENSATION

1. Payment

This is a fixed fee/unit price and cost reimbursement contract. The AGENCY will pay the CONTRACTOR the specified unit rate for the satisfactory completion of the deliverables as specified herein, up to a maximum payment amount not to exceed \$4,000.00 for the contract term.

Scope of Work (tasks the CONTRACTOR is to perform)	Unit Rate
Instruction and Training, in person	\$70.00 per hour
Creation of Recorded Online Content (only where no in person fee is paid)	\$70.00 per hour
Use of Recorded Online Content	\$35.00 per hour, per use

2. CONTRACTOR will either be paid an hourly rate for provision of Instruction and Training, or Creation of Recorded Online Content. No duplicate payment will be made for the recording of instruction and training that will later be used as online content. Use of recorded online content will be paid for at the per hour, per use fee stated above.
3. Any recorded content will be used only during the contract period.
4. Invoices must be submitted within 30 days from completion of the deliverable.
5. Payment of all properly submitted invoices will be made in accordance with the provisions of section 215.422, Florida Statutes.
6. Justified, reasonable, and actual travel expenses which are directly and exclusively related to the professional services rendered under this CONTRACT may be reimbursed in accordance with section 112.061, Florida Statutes. Travel expenses are reimbursable under this CONTRACT only if authorized in advance, whenever possible, and the travel is required in the provision of a specific deliverable.
 - a. Travel expenses may not be reimbursed if the travel did not result in the AGENCY's receipt of a specific deliverable. In the event that the AGENCY is directly billed for travel that did not result in the AGENCY's receipt of a specific deliverable, the AGENCY may seek reimbursement of such expenses from the CONTRACTOR or withhold that amount from future payments. This subsection does not apply if the failure to perform was caused by events outside of the CONTRACTOR's control,

including, but not limited, to the cancellation or delay of flights or cancellation of training class.

- b. For the purpose of computing travel reimbursement expenses, the CONTRACTOR's place of business listed in the Preamble to this CONTRACT and all travel expenses will be computed on that basis.

SECTION 5 DELIVERABLES AND PERFORMANCE MEASURES

Scope of Work (Tasks performed by the CONTRACTOR)	Deliverables (Events that trigger payment)	Performance Standards (Required Level of Service)	Financial Consequences for Failure to Perform as Specified
Instruction and Training	Provision of course instruction, the subject matter which is selected by the AGENCY's Contract Manager, for law enforcement and other interested parties on an as-needed-basis.	Provision of the instruction of the selected course for law enforcement and other interested parties at the time and date agreed to.	Failure to perform as specified will result in a three percent reduction per hour on the invoiced amount for the instruction not performed as specified. No payment will be made for courses that were not selected by the AGENCY.
Creation of Recorded Online Content	Provision of one-time recorded online instruction content for a course which is selected and recorded by the AGENCY's Contract Manager for law enforcement and other interested parties on a as needed basis to be used for online training. Recording of material will be done at the AGENCY's selected location. This may be in the format of audio, video or both.	Provision of one-time recorded online content for law enforcement and other interested parties in the manner and time directed by the Contract Manager.	Failure to perform as specified will result in a three percent reduction per hour on the invoiced amount for the instruction not performed as specified. No payment will be made for courses that were not selected by the AGENCY.

SECTION 6 FINANCIAL CONSEQUENCES

The CONTRACTOR's failure to perform in accordance with Section 5 above may result in non-payment, assessment of the financial consequences specified in Article 5 above, delay of payment and termination as provided under this AGREEMENT.

SECTION 7 DOCUMENTATION

1. Invoices for all fees or travel expenses for services or expenses must be prepared and submitted in accordance with section 287.058(1)(a), Florida Statutes. Invoiced costs must be accompanied by copies of actual receipts. All invoices will be submitted to the AGENCY's Contract Manager.
2. The CONTRACTOR will maintain files, available for inspection by the AGENCY, documenting all costs and fees incurred in connection with this AGREEMENT. The files will be maintained for a period of five years from the termination date of this AGREEMENT, unless otherwise notified in writing by the AGENCY.
3. The CONTRACTOR will maintain records of all costs and fees incurred in connection with this CONTRACT in sufficient detail for a proper pre-audit and post-audit thereof and make such records available for inspection by the AGENCY. The records will be maintained for a period of five years from the termination date of this Contract, unless otherwise notified in writing by the AGENCY.

SECTION 8 PUBLIC RECORDS

1. The CONTRACTOR will keep and maintain public records required by the AGENCY to perform all services required under this CONTRACT. A request to inspect or copy public records relating to this CONTRACT must be made directly to the AGENCY. If the AGENCY does not possess the requested records, the AGENCY will immediately notify the CONTRACTOR of the request. Upon receiving such a notification and request from the AGENCY's Custodian of Public Records, the CONTRACTOR will provide the AGENCY with a copy of the requested records, at no cost to the AGENCY, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The CONTRACTOR must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this CONTRACT, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of section 119.071, Florida Statutes, or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the AGENCY.

2. If the CONTRACTOR fails to comply with the AGENCY's request for records, such failure constitutes grounds for unilateral cancellation of this CONTRACT by the AGENCY at any time. Further, any CONTRACTOR who fails to provide the public records to the AGENCY within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Upon completion of this CONTRACT, the CONTRACTOR will keep and maintain public records required by the AGENCY to perform the services to be provided in the scope of this CONTRACT, or electronically transfer in a file format compatible with the information technology systems of the AGENCY, at no cost, to the AGENCY all public records in possession of the CONTRACTOR. If the CONTRACTOR transfers all public records to the AGENCY upon completion of the CONTRACT, the Contractor will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the CONTRACT, the CONTRACTOR will meet all applicable requirements for retaining public records, consistent with the State of Florida's records retention schedule. All public records stored electronically must be provided to the AGENCY, upon request of its Custodian of Public Records, at no cost to the AGENCY, in a format compatible with the information technology systems of the AGENCY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, publicrecordsrequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399.

SECTION 9 E-PROCUREMENT

Prior to execution of this AGREEMENT, the CONTRACTOR will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of the AGREEMENT, then the CONTRACTOR will so register within 21 days from the date of execution.

The online registration can be completed at:

<http://dms.myflorida.com/dms/purchasing/myfloridamarketplace>.

If the CONTRACTOR needs assistance in registering, the CONTRACTOR may call 1-866-352-3776, fax 1-866-552-2992, or email: vendorhelp@myflorida.com. Failure of the CONTRACTOR to timely register may result in cancellation of this AGREEMENT.

SECTION 10 W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file in order to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at <http://flvendor.myfloridacfo.com>. The Vendor Management Section can also be reached at (850) 413-5519.

SECTION 11 E-VERIFY EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to section 448.095 (2), Florida Statutes, the CONTRACTOR must register with and use the U.S. Department of Homeland Security's E-Verify system, <https://www.uscis.gov/e-verify/employers>, to verify the employment eligibility of all new employees hired during the term of the Agreement. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR will maintain a copy of such affidavit for the duration of the AGREEMENT must use the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of new employees providing services under this AGREEMENT.

The AGENCY may request documentation of compliance with this provision at any time during the AGREEMENT term.

The AGREEMENT may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095(2)(a), Florida Statutes.

SECTION 12 TERMINATION OF AGREEMENT

1. The AGENCY may terminate the AGREEMENT for its convenience and without any cause by giving five days written notice by certified mail to the CONTRACTOR, specifying the effective date of termination. If this AGREEMENT is so terminated, the CONTRACTOR will be paid for services satisfactorily performed and costs reasonably incurred through the effective date of termination, less any damages sustained by the AGENCY.
2. Upon termination of this AGREEMENT under Article 3 or Article 12, all finished documents, data, studies, correspondence, reports and other products prepared by or for the CONTRACTOR under this AGREEMENT will be provided to the AGENCY within 15 days of termination for the exclusive use of the AGENCY, or the last payment will be withheld until such documents are delivered to the AGENCY.
3. Notwithstanding the above, the CONTRACTOR will not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any termination or breach of this AGREEMENT by the CONTRACTOR.

SECTION 13 AMENDMENTS

Any changes to this AGREEMENT must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

SECTION 14 INDEPENDENT CONTRACTOR

The CONTRACTOR, and any of its employees, agents, or assigns, are independent contractors and not employees or agents of the AGENCY.

SECTION 15 LIABILITY

The AGENCY will not be liable for the acts, omissions or negligence of the CONTRACTOR, its agents, servants, and employees, nor will the CONTRACTOR disclaim its own negligence to the AGENCY or any third party.

The CONTRACTOR will maintain, during the period of this AGREEMENT, a professional liability insurance policy for the professional services to be rendered.

SECTION 16 NONDISCRIMINATION AND COMPLIANCE

The CONTRACTOR will comply with all federal, state, local laws and ordinances applicable to the work and will not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

SECTION 17 ADMINISTRATION OF AGREEMENT

1. Contract Administrator

The AGENCY's Contract Administrator is responsible for all aspects of contract administration, including but not limited to creation and maintenance of the contract file, managing changes to the contract, maintaining financial information, and entering contract information into the AGENCY's contract tracking system. As of the effective date of the AGREEMENT, the Contract Administrator is:

Tina Vaughan
Office of Administrative Services
Florida Department of Legal Affairs
Physical Address: 107 W. Gaines St., Tallahassee, FL 32301
Phone: (850) 414-3300
Email: contract_desk@myfloridalegal.com

In the event that the AGENCY changes the Contract Administrator, the AGENCY will notify the CONTRACTOR's Representative in writing. Such changes do not require a formal written amendment to the Contract.

2. Contract Manager

The AGENCY's Contract Manager is responsible for all aspects of contract management, including but not limited to: managing the receipt, certification, and payment of contractual services; monitoring and evaluating CONTRACTOR's performance; serving as the point of contact for the AGENCY and CONTRACTOR; and maintaining a contract management file. As of the effective date of the AGREEMENT, the Contract Manager is:

Rick Nuss
Criminal Justice Programs
Florida Department of Legal Affairs
Physical Address: 107 W. Gaines St., Tallahassee, FL 32301
Phone: (850) 414-3351
Email: rick.nuss@myfloridalegal.com

In the event that the AGENCY changes the Contract Manager, the AGENCY will notify the CONTRACTOR's Representative in writing. Such changes do not require a formal written amendment to the AGREEMENT.

3. Contractor's Representative

The CONTRACTOR will assume sole responsibility for providing the services specified in this AGREEMENT. The AGENCY will consider the CONTRACTOR's Representative to be the sole point of contact with regard to contractual matters. As of the effective date of the AGREEMENT, the CONTRACTOR's Representative is:

Ross Linville
R3 Security, Inc.
Physical Address: 12001 Science Drive, Suite 135, Orlando, FL 32826
Phone: 407-312-0787
Email: rlinville@security101.com

In the event that the CONTRACTOR changes the CONTRACTOR's Representative, the CONTRACTOR will notify the AGENCY's Contract Administrator and Contract Manager in writing. Such changes do not require a formal written amendment to the AGREEMENT.

4. All written and oral approvals referenced in this AGREEMENT must be obtained from the parties' Contract Manager or Contractor's Representative, as applicable, or their designee.
5. All notices required herein must be given to the parties' Contract Manager or CONTRACTOR's Representative, as applicable, or their designee.

6. All invoice(s) are to be mailed to the AGENCY's Contract Manager at the address provided.

SECTION 18 ENTIRE AGREEMENT

This instrument, including any attachments, embodies the entire AGREEMENT of the parties. There are no other provisions, terms, conditions, or obligations. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

SECTION 19 APPLICABLE LAW AND VENUE

This AGREEMENT will be governed by the laws of the state of Florida. Any litigation arising under the AGREEMENT will be brought in the appropriate State court in Leon County, Florida.

SECTION 20 SPECIAL CONDITIONS

1. The CONTRACTOR will permanently refrain from using or mentioning its association with the AGENCY in advertisements, letterhead, business cards, etc. The CONTRACTOR'S service to the AGENCY may be generally stated and described in the CONTRACTOR'S professional resume. The CONTRACTOR may not give the impression in any event or manner, that the AGENCY recommends or endorses the CONTRACTOR.
2. All contacts with the news media pertaining to the subject of this AGREEMENT will be referred to the AGENCY's Contract Manager.
3. Any material that is produced or developed in connection with this AGREEMENT, which specifically includes recorded online content, will be and remain the exclusive property of the AGENCY and will be delivered to the AGENCY within 15 days after the conclusion of this contract, and may not be copyrighted, patented, or otherwise restricted as provided by law. Neither the CONTRACTOR nor any other individual employed under this AGREEMENT will have any proprietary interest in any product developed or produced under this AGREEMENT.

IN WITNESS WHEREOF, the AGENCY and CONTRACTOR have executed this AGREEMENT.

Ross Linville

Ross Linville
R3 Security, Inc.

Richard Martin

Richard Martin
Chief of Staff

8/23/2021

Date

8/26/2021

Date

██████████

FEIN or SS number

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