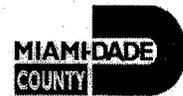


Memorandum



Date: February 13, 2007

To: Honorable Chairman Bruno A. Barreiro and Members,
Board of County Commissioners

From: George M. Burgess
County Manager

B&F
Supplement to
Agenda Item No. 3J

Subject: Supplemental Information for Recommendation to Award Security Guard and Screening Services Contract Nos. 487A-1D, 487A-1E, 487A-2A, 487A-2B, 487A-3A, 487A-3B

This supplemental report is submitted in order to provide updated information related to the referenced contract subsequent to the County Manager's recommendation to award posted on October 3, 2006. Issues regarding the certification of the small businesses included in this award were raised following the filing of the recommendation.

At the direction of the County Manager's Office, Department of Business Development (DBD) staff conducted a comprehensive review of all certified Small Business Enterprise (SBE) firms that offer security guard and/or security related services. This review was completed following the expedited certification process used in implementing the newly established SBE Program following the federal court decision in the Hershell Gill case. DBD staff performed a comprehensive review of the SBE firms included in this award. The review included ownership details, gross receipts and possible affiliation with other firms. The chart below shows a synopsis of the information collected regarding the firms recommended for award and their respective SBE certification status.

Sector	Contract No.	Recommended Vendor	Contract Measure	Certification Status
1D	487A-1D	Security Management Innovations d/b/a SMI	SBE set-aside	Certified until 02-28-07
1E	487A-1E	Security Alliance of Florida	SBE set-aside	Certified until 09-24-07
2A	487A-2A	50 State Security Service Feick Security Corp.	20% SBE goal	N/A* Certified until 08-31-07
2B	487A-2B	McRoberts Protective Agency Security Alliance of Florida	20% SBE goal	N/A* Certified until 09-24-07
3A	487A-3A	Barton Protective Services d/b/a Allied Barton Security Services	Selection Factor	N/A*
3B	487A-3B	Security Alliance of Florida	Selection Factor	Certified until 09-24-07

* Not in the SBE Program

Please note the information received regarding the following firms that are recommended for award:

Security Management Innovations d/b/a SMI

- A. Pursuant to Section 2-8.1.1.1.1 establishing the Small Business Enterprise Program (the SBE Ordinance), a Small Business Enterprise (SBE) is a business entity, certified by DBD, which has an actual place of business in Miami-Dade County and does not exceed certain revenue or employee maximums. To implement the SBE Ordinance, the Board approved Administrative Order 3-41 (A.O.). The A.O. provides that an SBE must be established for at least one year to be eligible for certification.

Security Management Innovations d/b/a SMI ("SMI") established its business in June 2005 and formally requested to be certified as an SBE in March 2006. Applying the provisions of the Ordinance, DBD certified SMI as an SBE although it was not established for a one-year period. The certification initially appeared to have been issued in error because SMI did not meet the requirements of the administrative order implementing the ordinance. More importantly, however, SMI did meet the requirements for certification set forth in the

ordinance. SMI has maintained its certification throughout this process. SMI has now been in business for more than a year and would not be subject to decertification on these grounds. In consultation with the County Attorney's Office, we have determined that SMI's proposal may properly be considered for award.

- B. Through DBD's Certification process, concerns have been raised regarding possible affiliation between various security guard firms and Security Management Innovations d/b/a SMI. As part of the DBD certification process, an Eligibility Review Meeting (ERM) is held. As part of the ERM performed for Security Management Innovations d/b/a SMI, under sworn testimony, firm President, Alex Bocaranda and Vice President, Jose Diaz, stated that another firm, SMI Security Management, Inc., whose owners were Alex Bocaranda and Jose M. Gonzalez, under a verbal agreement, would be financing the payroll of Security Management Innovations d/b/a SMI, the certified SBE firm, for a specified period of time. The agreement entailed that Mr. Bocaranda would collect account receivables for SMI Security Management, Inc. (his previous company), apply those amounts to Security Management Innovations d/b/a SMI payroll (his current company), and thereby provide assistance to his newly formed firm. He also claimed that no direct funds would be coming from SMI Security Management, Inc. A disagreement between the two parties ensued and subsequently the matter was taken to the courts.

In continuing its Certification process, DBD was presented and reviewed information from a Ft. Lauderdale Sun-Sentinel article with information that appears to be inconsistent with the size standard data provided by the SBE firm to the County at the time of certification. The former co-owner of SMI Security Management, Inc., Jose M. Gonzalez, is now the President of JMG Insystem, Inc. d/b/a Sereca Corp. in Miami-Dade County and Serenos Responsables, C.A. of Caracas, Venezuela. The newspaper article quoted Jose M. Gonzalez, identified as Branch Manager of Sereca Security, saying "the impact on the local community would be where jobs, due to the relocation of their offices to the area, would increase from approximately 400 to 1000". The table below shows a breakdown of the firms and their ownership:

Firm Name	Owner(s)	Certification Status
Security Management Innovations d/b/a SMI	Alex Bocaranda – President Jose Diaz – Vice President Alex Anthony – Member/Board of Directors	Certified until 02-28-07
SMI Security Management, Inc.	Alex Bocaranda and Jose M. Gonzalez – Co-Owners	N/A
JMG Insystems, Inc. d/b/a Sereca Corp.	Jose M. Gonzalez – President	As of 01-24-07 Firm is decertified*
Serenos Responsables, C.A. (Venezuela)	Jose M. Gonzalez - President	N/A
Brooks Security , Inc.	Alex Anthony – Owner	N/A

* Firm is currently decertified for failing to respond to a request from DBD for 2005 corporate income taxes

Furthermore, Security Management Innovations d/b/a SMI has entered into a lease agreement with Brooks Security, Inc. which is owned and operated by Alex Anthony. Mr. Anthony is also on the Board of Directors for Security Management Innovations d/b/a SMI. Security Management Innovations d/b/a SMI is scheduled to be awarded Tier 1, Section 1D, which has an SBE set-aside measure.

After reviewing all available information regarding the relationships between Security Management Innovations d/b/a SMI, SMI Security Management Inc., JMG Insystems, Inc. d/b/a Sereca Corp., and Brooks Security, Inc., there is not sufficient evidence to confirm affiliation in violation of the ordinance. Therefore, Security Management Innovations d/b/a SMI is currently certified as an SBE. In light of this, and in consultation with the County Attorney's Office, the recommendation to award this contract should proceed.

Security Alliance of Florida

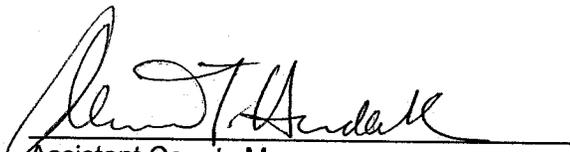
Pursuant to the SBE Ordinance, § 2-8.1.1.1.1 Code of Miami-Dade County, for a firm to be certified as an SBE, its three (3) year average gross revenues cannot exceed five (5) million dollars. However, it is allowed to maintain its certification for a period of one (1) year from the date it is formally notified it has exceeded the size limits. Security Alliance of Florida - protected under this clause - is a certified SBE, and is scheduled to be awarded Section 1E (SBE set-aside), Section 2B (will be meeting the 20% SBE goal under McRoberts Protective Agency), and Section 3B (SBE Selection Factor - where they received an additional ten (10%) percent of the evaluation points on the technical portion of its proposal. This enabled Security Alliance of Florida, consistent with the Code, to be the recommended awardee).

Feick Security Corp.

Feick Security Corp. is currently certified as an SBE under §2-8.1.1.1.1, Code of Miami-Dade County. However, an anonymous letter was received by DBD on November 17, 2006 stating a relationship between Vanguard Security Services and Feick Security. To date, this information has not been substantiated.

DBD staff will continue to closely monitor the contracts once awarded.

This supplement also includes attachments related to the protest filed by JMG Insystem, Inc. d/b/a Sereca Corporation. On October 18, 2006, JMG Insystem, Inc. d/b/a Sereca Corporation filed a protest with the Clerk of the Board for RFP 487A. The protest was withdrawn by the proposer on October 27, 2006 and the protest filing fee was returned to the proposer by the County.


Assistant County Manager

Law Offices of
Bermúdez & Haralson
a Partnership of
Professional Associations **& Tomé LLP**

Juan Carlos Bermúdez, Esq.
Paul Haralson, Esq.
Jay R. Tomé, Esq.

October 27, 2006

Via Fax Only at: (305) 375-5611

Ms. Erica S. Zaron, Esq.
Assistant County Attorney
Miami Dade County Attorney's Office
Stephen P. Clark Center
111 N.W. 1st Street
Suite 2810
Miami, Florida 33128

Re: Security Guard and Screening Service/RFP 487-A

Dear Ms. Zaron:

First let me take the opportunity to thank you for your gracious and professional courtesy extended at today's meeting. I apologize on behalf of Sereca for the confusion. Your taking the time to meet with me, Mr. Maloof, and Mr. Lasarte was not only insightful, but gave us the opportunity to assess the matter so as to make recommendations that would be in the best interest of the client.

The main purpose of this letter is to inform you that Sereca Corp. formally (via this correspondence) withdraws its protest filed on October 18, 2006 on the above referenced bid (Part "A" only). This law firm represents the position of Sereca Corp and no other individual or entity should represent that they are acting on behalf of the Company. It is the intent of the Company to pursue Part "B" of the bid at a future time. The protest to the current portion of the bid, however, is formally withdrawn.

As it pertains to Part "A", it is my understanding that Sereca shall be returned the \$3000.00 filing fee submitted towards the bid process. Additionally, it is my understanding that Sereca will be able to recover that portion of the bid bond related to Part "A" (I believe the amount to be \$20,000.00). If there are any questions on the bond return issue, please call me on my cell at (305)302-0356.

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My understanding is that the scheduled hearing for this Thursday, November 2, 2006 will be cancelled in light of the withdrawal. I want to thank you once again for your professional courtesy, and I look forward to working with you on future matters.

Very truly yours,



Jay R. Torme, Esq.

cc: Jose Manuel Gonzalez, President

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SERECA

SECURITY CORPORATION

CLERK OF THE BOARD

2006 OCT 18 PM 4:28

CLERK, MIAMI-DADE COUNTY COURTS
MIAMI COUNTY, FLA.
#1

To: Clerk of Board
From: JMG Insystem, Inc. d/b/a Sereca Corporation
Re: Bid Protest RFP 487B

Pursuant to Section 2-8 of the Miami-Dade County Code of Ordinances, please accept this as our Notice of Bid Protest for the above referenced Bid. In particular, we feel that Contract No. 487A-12D to Security Management Innovations, Inc. ("SMI") should not be awarded based on the following factors:

1. Provision _____ of the RFP, requires that the FCC License be issued to the proposer. Attached please find a copy of the License which was not issued to SMI.
2. Pursuant to Provision _____ of the RFP as to adequate office space, the lease documents claim that the office space is rented by two security companies; SMI and Brooks Security, sharing 1,012 square feet of space. Obviously, there is no space to spare, particularly given the broad number of personnel indicated in their organizational chart.

Access to the building and air conditioning, two key aspects of an effective and proprietary communications center serving a 24/7 schedule, are unavailable according to their lease documents. The building is closed to access and air conditioning is turned off at 6:00 pm. Certainly, equipment and personnel suffer certain fatigue in those conditions.

Lease covenants also restrict the use of antennae, microwaves or other electronic transmissions. These are also essential in a communications network. There are numerous other covenants in the lease documents that would impair if not prohibit their use of the current space for an effective communications and operational center including a prohibition on payment to employees.

3. Pursuant to Section 2-8.1.1 of the Miami-Dade County Code of Ordinances, Bids from related parties are presumed to be collusive. The lease's two signatory companies and entities leasing and sharing the same space share an interestingly intertwined relationship. Aside from the obvious lack of disclosure, Florida records show this entity to have been merged with Central Security Inc. and Central Security being the surviving entity prior to the signing of the lease. The merger was in fact completed on July 29, 2004 and the lease was made and signed July 28, 2005. Additionally, the officer of Central Security and signatory on the lease is also the author of a letter awarding SMI a \$300,000.00 line of credit from yet another entity, Northern Capital.

For the foregoing reasons we file this Bid Protest.

4119475_v1

www.sereca.com

2624 N.W. 97 Avenue • Miami, FL 33172 - 1413
Tel: 305-5-SERECA • Fax: 305-597-1544 • 1877-SERECA-1

6



SERECA

SECURITY CORPORATION

CLERK OF THE BOARD

2006 OCT 18 PM 4:28

CLERK, MIAMI-DADE COUNTY COURTS
MIAMI COUNTY, FLA.

To: Clerk of Board
From: JMG Insystem, Inc. d/b/a Sereca Corporation
Re: Bid Protest RFP 487B

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For the foregoing reasons we file this Bid Protest.

#4119475_v1

www.sereca.com

2624 N.W. 97 Avenue • Miami, FL 33172 - 1413
Tel: 305-5-SERECA • Fax: 305-597-1544 • 1877-SERECA-1

11:49 AM
04/07/06
Accrual Basis

Security Management Innovations
Balance Sheet
As of December 31, 2005

Dec 31, 05

ASSETS	
Current Assets	
Checking/Savings	
Bank Atlantic	30,574.02
Bank Atlantic - Money Market	5,000.00
Total Checking/Savings	35,574.02
Accounts Receivable	
Accounts Receivable	64,121.26
Total Accounts Receivable	64,121.26
Other Current Assets	
Employee Advances	
David Duque	100.00
Total Employee Advances	100.00
Security Post Equipment	573.22
Total Other Current Assets	573.22
Total Current Assets	100,368.50
Other Assets	
Computer Equipment	300.00
Total Other Assets	300.00
TOTAL ASSETS	<u>100,668.50</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	1,316.56
Total Accounts Payable	1,316.56
Other Current Liabilities	
Payroll Liabilities	57,863.78
Sales Tax Payable	13,747.38
Short Term Loan	18,097.70
Total Other Current Liabilities	89,708.86
Total Current Liabilities	91,025.42
Total Liabilities	91,025.42
Equity	
Net Income	9,643.08
Total Equity	9,643.08
TOTAL LIABILITIES & EQUITY	<u>100,668.50</u>

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IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease as of the day and year first above written.

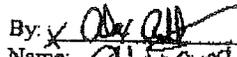
Witness:


Print Name: MARIA LEON


Print Name: Sabina Leon
(As to Tenant)

TENANT:

BROOKS SECURITY, INC.,
a Florida corporation, jointly and severally

By: 
Name: Alexander Anthony
Its: President

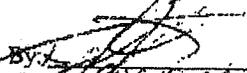
Witness:


Print Name: MARIA LEON

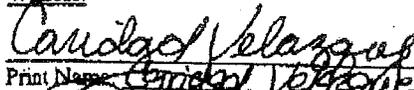

Print Name: Sabina Leon
(As to Tenant)

TENANT:

SECURITY MANAGEMENT
INNOVATIONS, INC., a Florida corporation,
jointly and severally

By: 
Name: Alexander J. Bermudez
Its: President

Witness:

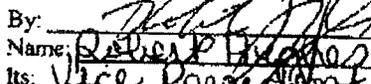

Print Name: Candice Velazquez

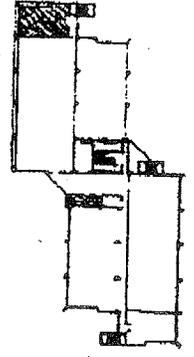
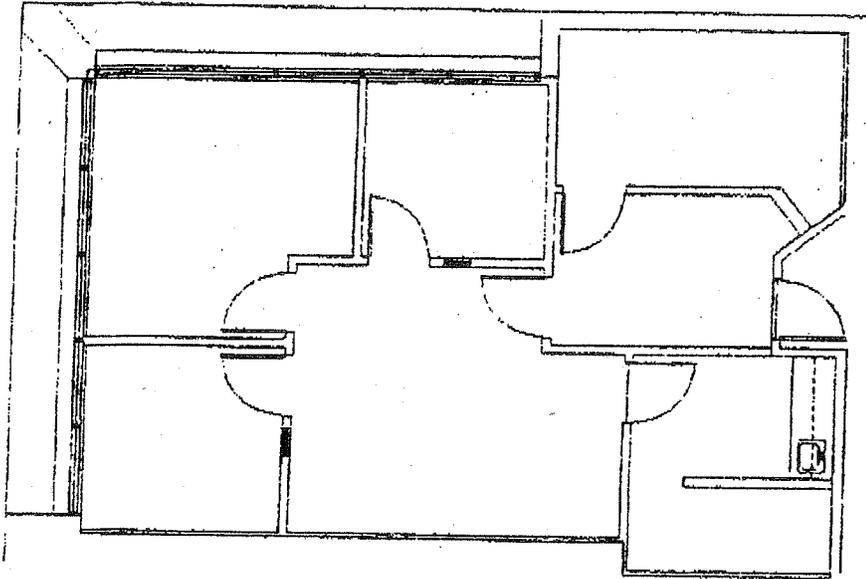

Print Name: Joseph Diaz
(As to Landlord)

LANDLORD:

MIAMI RPTV AIRPORT CORPORATE
CENTER ASSOCIATES LIMITED
LIABILITY COMPANY, a Delaware limited
liability company

By: MIAACCIV, LLC, a Delaware limited
liability company, its Managing Member

By: 
Name: Robert P. Hughes
Its: Vice President



1,012 RSF

**AIRPORT CORPORATE CENTER
BLDG 4 SUITE 401
7200 CORPORATE CENTER DRIVE**

CBRE
CB RICHARD ELLIS

Licensed Real Estate Broker
2300 Corporate Center Drive, Suite 100
Miami, FL 33128
305-458-8700 Main 505-466-5301 Fax

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8. PARKING:

A. General. As long as Tenant is not in default under this Lease, Landlord shall provide Tenant during the Lease Term with unassigned, nonexclusive parking spaces for the number of automobiles set forth in the BLI Rider. Such parking spaces may be used only by principals and employees of Tenant. Tenant shall, subject to paragraph 8(B) below, pay Landlord parking rent (plus all applicable taxes) each month, per parking space, in the amount set forth in the BLI Rider.

B. Rates. Tenant shall be billed monthly for parking charges, if any. If Tenant fails to pay parking charges when due, Landlord may, by written notice to Tenant, elect to proceed as provided under the default provisions of this Lease and/or cease to provide all or any of the parking spaces.

C. Reservations. Landlord has and reserves the right to alter the methods used to control parking and the right to establish such controls and rules and regulations (such as parking stickers to be affixed to vehicles) regarding parking that Landlord may deem desirable. Without liability, Landlord shall have the right to tow or otherwise remove vehicles improperly parked, blocking ingress or egress lanes, or violating parking rules, at the expense of the offending tenant, including, without limitation, Tenant, and/or owner of the vehicle. Tenant's principals and employees shall not park in any of the surface parking spaces located around the Building designated as visitor parking. Landlord reserves the right to redesignate the use of the surface parking spaces in Landlord's sole discretion.

D. Conditions. Tenant's right to use, and its right to permit its principals and employees to use, the parking facilities pursuant to this Lease are subject to the following conditions: (i) Landlord has made no representations or warranties with respect to the parking area, the number of spaces located therein or the availability of parking spaces on any given day thereto; (ii) Landlord reserves the right to change access to the parking area, provided that some manner of reasonable access to the parking area remains after such change; (iii) Landlord has no obligation to provide a parking lot attendant and Landlord shall have no liability on account of any loss or damage to any vehicle or the contents thereof, Tenant hereby agreeing to bear the risk of loss for same; (iv) Tenant, its principals and employees, shall park their automobiles and other vehicles only where and as designated from time to time by Landlord; (v) if requested by Landlord, Tenant shall promptly furnish Landlord with the license numbers of any vehicles of Tenant, its principals and employees; and (vi) Tenant, its principals and employees, shall not park in parking spaces designated as "reserved" unless approved in writing by Landlord.

9. BUILDING SERVICES:

A. General. The services set forth below shall be provided by Landlord at a service level set, defined and regulated by Landlord. During the Lease Term, the regular business hours ("Business Hours") of the Building will be 7:30 a.m. to 6:00 p.m., Monday through Friday, and on Saturday, from 8:00 a.m. to 1:00 p.m. on a limited basis so long as Tenant provides Landlord with advance notice of Tenant's requirement for same, except holidays generally recognized by state and federal governments. The Building will be accessible to Tenant, its agents, servants, employees, contractors, invitees or licensees (collectively, "Tenant's Agents") at all times during Business Hours.

*Commercial
Center*

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tables, lights or signs and advertising devices in front of or in proximity of interior and exterior windows, glass panels or glass doors providing a view into the interior of the Premises, unless same shall have first been approved in writing by Landlord.

18. No space in the Building or the parking facilities shall, without the prior written consent of Landlord, be used for manufacturing, public sales, or for the storage of merchandise, or for the sale of merchandise, goods or property of any kind, or auction.

19. Canvassing, soliciting and peddling in the Building or the parking facilities is prohibited and Tenant shall cooperate to prevent the same. In this respect, Tenant shall promptly report any such activities to Landlord's property management office.

20. There shall not be used in any space, or in the public halls of the Building, either by Tenant or by jobbers or others, in the delivery or the receipt of merchandise, any hand trucks except for those which are equipped with rubber tires and side guards.

21. Neither Tenant nor any officer, agent, employee, servant, patron, customer, visitor, licensee or invitee of Tenant shall go upon the roof of the Building without the prior written consent of Landlord or Landlord's designated representative.

22. In the event Tenant must dispose of crates, boxes, etc., which will not fit into office wastepaper baskets, it will be the responsibility of Tenant to dispose of same in a manner consistent with the Lease and these Rules and Regulations. In no event shall Tenant set such items in the public hallways or other areas of the Building, parking facilities or the Project, excepting Tenant's own Premises for disposal.

23. Tenant is cautioned in purchasing furniture and equipment in that the size of same should be limited to such as will pass through the doors of the Premises. Large pieces should be made in parts and set up in the Premises. Landlord reserves the right to refuse to allow any furniture or equipment of any description not complying with the above conditions to be placed in the Building.

24. Tenant will be responsible for any damage to the Premises, including, without limitation, carpeting and flooring, as a result of rust or corrosion of file cabinets, roller chairs, metal objects, or spills of any type of liquid.

25. Tenants employing laborers or others outside of the Building shall not have their employees paid in the Building or in the Project, but shall arrange to pay their payrolls elsewhere.

26. If the Premises should become infested with vermin, Landlord, at Tenant's sole cost and expense, shall cause the Premises to be exterminated at such time and from time to time, to the satisfaction of Landlord.

27. Tenant shall not install any antenna, aerial wires, satellite dishes, radio or television equipment, inside or outside of the Building without Landlord's prior

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Provider agrees to abide by Landlord requirements, if any, that Provider use existing building conduits and pipes or use building contractors (or other contractors approved by Landlord); (vi) Landlord receives from the Provider such compensation as is determined by Landlord to compensate it for space used in the Building for the storage and maintenance of the Provider's equipment, for the fair market value of a Provider's access to the Building, and the costs which may reasonably be expected to be incurred by Landlord; (vii) the Provider agrees to deliver to Landlord detailed "as built" plans immediately after the installation of the Provider's equipment is complete; and (viii) all of the foregoing matters are documented in a written license agreement between Landlord and the Provider, the form and content of which is satisfactory to Landlord.

e. Limit of Default or Breach. Notwithstanding any provision of the preceding paragraphs to the contrary, the refusal of Landlord to grant its approval to any prospective Provider shall not be deemed a default or breach by Landlord of its obligation under this Lease unless and until Landlord is adjudicated to have acted recklessly or maliciously with respect to Tenant's request for approval, and in the event, Tenant shall still have no right to terminate the Lease or claim an entitlement to rent abatement, but may as Tenant's sole and exclusive recourse seek a judicial order of specific performance compelling Landlord to grant its approval as to the prospective Provider in question. The provisions of this paragraph may be enforced solely by Tenant and Landlord, are not for the benefit of any other party, and specifically but without limitation, no Provider shall be deemed a third party beneficiary of this Lease.

f. Installation and Use of Wireless Technologies. Tenant shall not utilize any wireless communications equipment (other than usual and customary cellular telephones), including antennae and satellite receiver dishes, within the Premises or the Building, without Landlord's prior written consent. Such consent may be conditioned in such a manner so as to protect Landlord's financial interests and the interests of the Building, and the other tenants therein, in a manner similar to the arrangements described in the immediately preceding paragraphs.

g. Limitation of Liability for Equipment Interference. In the event that telecommunications equipment, wiring and facilities or equipment of any type installed by or at the request of Tenant within the Premises causes interference to equipment used by another party, Tenant shall assume all liability related to such interference. Tenant shall use its best efforts, and shall cooperate with Landlord and other parties, to promptly eliminate such interference. In the event that Tenant is unable to do so, Tenant will substitute alternative equipment which remedies the situation. If such interference persists, Tenant shall discontinue the use of such equipment, and, at Landlord's sole discretion, remove such equipment according to foregoing specifications. Tenant shall operate its telecommunications equipment and any rooftop equipment expressly permitted by Landlord, in such a fashion that such equipment does not interfere with the equipment operations of other tenants which have installed equipment, whether rooftop or otherwise, in Project. Such other tenants which have installed rooftop equipment in the Project shall be third party beneficiaries of such Tenant undertaking. Tenant's indemnity to Landlord set forth in Section 20.C. of this Lease shall include without limitation, any claims against Landlord because of such Tenant interference.

(7) Floor Load. The Building Standard floor load is eighty (80) pounds per square foot. Tenant shall not use, nor install any equipment, furniture, personal property, or other property of any kind on the Premises which exceed the Building Standard floor load.

9. Landlord reserves the right to close the Building at 6:00 p.m. on weekdays (except for holidays generally recognized by state and federal governments), and at 1:00 p.m. on Saturdays, subject, however to Tenant's right to admittance under regulations prescribed by Landlord, and to require that all persons entering the Building identify themselves and establish their right to enter or to leave the Building.

10. Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees shall not permit the operation of any musical or sound-producing instruments or device which may be heard outside the Premises, the Building or the parking facilities, or which emanate electrical waves which will impair radio or television broadcasting, or reception from or in the Building.

11. Tenant, its officers, agents, servants, employees, patrons, licensees, customers, visitors or invitees shall, before leaving the Premises unattended, close and lock all doors and shut off all utilities; damage resulting from failure to do so shall be paid for by Tenant. Tenant, before the closing of the day and leaving the Premises, shall see that all blinds and/or draperies are pulled and drawn, and shall see that all doors are locked.

12. All plate and other glass now in the Premises which is broken shall be replaced by Landlord at the expense of Tenant.

13. Tenant shall give Landlord prompt notice of all accidents to, or defects in air conditioning equipment, plumbing, electric facilities, or any part or appurtenance of the Premises or the Building.

14. The plumbing facilities shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Tenant.

15. All contractors and/or technicians performing work for Tenant within the Premises, the Building or parking facilities shall be referred to Landlord for approval before performing such work. This shall apply to all work including, without limitation, installation of telephones, telegraph equipment, electrical devices and attachments, and all installations affecting floors, walls, windows, doors, ceilings, equipment, or any other physical feature of the Building, the Premises or parking facilities. None of this work shall be done or caused to be done by Tenant without Landlord's prior written approval.

16. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules without the prior written consent of Landlord.

17. Glass panel doors that reflect or admit light into the passageways or into any place in the Building shall not be covered or obstructed by Tenant, and Tenant shall not permit, erect and/or place drapes, furniture, fixtures, shelving, display cases or

**AIRPORT CORPORATE CENTER
OFFICE LEASE
7200 Corporate Center Drive
Miami, FL 33126
Suite 505**

**MIAMI RPTIV AIRPORT CORPORATE CENTER
ASSOCIATES LIMITED LIABILITY COMPANY
a Delaware limited liability company
as Landlord**

and

**BROOKS SECURITY, INC.,
a Florida corporation
and
SECURITY MANAGEMENT INNOVATIONS, INC.,
a Florida corporation
jointly and severally
as Tenant**

(M1285403.2)

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From: Melvin, April [mailto:April.Melvin@BellSouth.com]
Sent: Wednesday, April 12, 2006 11:46 AM
To: dduque@smisecurity.net
Subject: SERVICE CONFIRMATION
Importance: High

Mr. Duque,

This is to confirm that you have 5 lines on account 305 406-2225 320. The phone numbers are as follows:

305 406-2225
305 406-0258
305 406-0259
305 406-2227
305 594-0334

April Melvin
BellSouth Small Business
Customer Service Specialist
1630 Eisenhower Parkway
Macon, GA 31206
800 894-9481
april.melvin@bellsouth.com

To change your preferences for receiving commercial electronic mail messages from BellSouth's Small Business Services organization, click here
<<mailto:sbs.optout@bellsouth.com?subject=UNSUBSCRIBE>> or to unsubscribe from all future commercial electronic mail messages send a reply e-mail to sbs.optout@bellsouth.com
<<mailto:sbs.optout@bellsouth.com>> with UNSUBSCRIBE in the subject line.
BellSouth SBS Anti-Spam
1057 Lenox Park Blvd.
Suite 200
Atlanta, GA 30319

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission,

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Apr. 4. 2006a-18:06AM Industrial Communications

No. 0115 0. 32-02
701

KNNX439

0000497839

08/08/2001



Federal Communications Commission

Wireless Telecommunications Bureau

Radio Station Authorization

Call Sign: KNNX439	File Number: 0000497839	Print Date: 08/08/2001			
Name of Licensee: INDUSTRIAL WIRELESS TECHNOLOGIES, INC 40 LONE ST MARSHFIELD MA 02080					
Market Number: MTA015	Channel Block: P	Sub-Market Designator: 0			
Market Name: Miami-Fort Lauderdale					
The license hereof is authorized, for the period indicated, to operate a radio transmitting station in accordance with the terms and conditions hereinafter described. This authorization is subject to the provisions of the Communications Act of 1934, as amended, subsequent Acts of Congress, international treaties and agreements to which the United States is a signatory, and all pertinent rules and regulations of the Federal Communications Commission, contained in Title 47 of the code of Federal Regulations.					
Effective Date	1st Build-out Date	2nd Build-out Date	3rd Build-out Date	4th Build-out Date	Expiration Date
08/07/2001	08/12/1998	08/12/2001			08/02/2011
<p>Conditions: Pursuant to Section 308(h) of the Communications Act of 1934, as amended, (47 U.S.C. 308(h)), this license is subject to the following conditions: This license does not vest in the licensee any right to operate a station nor any rights in the use of frequencies beyond the term thereof nor in any other manner than authorized herein. Neither this license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended, 47 U.S.C. 151, et seq. This license is subject in respect to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended, 47 U.S.C. 806.</p>					

A graphical representation of the geographic area authorized to this call sign may be generated by selecting "License Search" at the following web address: <http://wireless05.fcc.gov>

rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

1.21 RIGHTS OF PROTEST

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No. 3-21.

As a condition of initiating any protest, the protester shall present to the Clerk of the Board a non-refundable filing fee payable to the Clerk of the Board in accordance with the schedule provided below.

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,001- \$100,000	\$500
\$100,001- \$500,000	\$1,000
\$500,001- \$5 million	\$3,000 ←
over \$5 million	\$5,000

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that Proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two working days (not less than 48 hours) prior to the hour of the due date for proposal submission.

The foregoing notwithstanding, the protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the request for proposals ("RFP") or request for qualifications ("RFQ") specifications.

All protests shall be submitted in writing to the Clerk of the Board pursuant to the procedures established in Section 2-8.4 and Administrative Order No. 3-21. The protest shall state with particularity the specific facts and grounds on which it is based, and shall include all pertinent documents and evidence and shall be accompanied by the corresponding filing fee. This shall form the basis for review of the protest and no other facts, grounds, documentation or evidence not contained in the protester's submission to the Clerk of the Board at the time of filing the protest shall be permitted in the consideration of the protest, except for such additional evidence as is allowed during the course of the protest proceedings.

A. Award Recommendations Over \$100,000

Award recommendations for contracts and purchases involving the expenditure of over \$100,000 will be in writing, signed by the issuing department to each competing Proposer announcing the recommended award, and a copy shall be deposited with the Clerk of the Board on the same day it is mailed. Any protest Proposer must be filed with the Clerk of the Board within ten (10) working days of the date of the award recommendation letter. Within two (2) working days of that filing, the protester shall supply the County Attorney and each Proposer in the competitive process with a true copy of each document that was filed with the protest. A hearing examiner shall be appointed to hear the protest and submit a written report and recommendation to the County Manager within twenty (20) working days of the filing of the protest (maximum 25 working days if hearing examiner consents to extension request).

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The County reserves the right to add or delete a Sector or a facility from a Sector during the term of a Contract issued as a result of this RFP, and any extensions or renewals thereof. The County also reserves the right to solicit for new/additional Tiers/Sectors that may be established by the County in the future. The County, at its sole discretion, may award a new Sector/Tier to a selected Proposer in the best interest of the County.

The County anticipates awarding a contract for a three (3) year period, with two (2) two-year options to renew, at the County's sole discretion. Continuation of the contract beyond the initial period, and any option subsequently exercised, is at the County's sole discretion.

2.2 MINIMUM QUALIFICATION REQUIREMENTS

Proposers shall provide documentation in their Proposal that demonstrates their ability to satisfy the minimum qualification requirements. Proposers who do not meet the minimum qualification requirement or who fail to provide supporting documentation will not be considered for award.

The minimum qualification requirements for this RFP are as follows:

- A. Proposers shall have a class "B", Security Agency, or "BB", Security Agency Branch Office, License issued by the State of Florida, Division of Licensing.
- B. Central Dispatch Center: Proposers shall have a stationary base station/office where the Central Dispatch Center is located. The Dispatch Center shall have at least five (5) lines: four (4) dedicated telephone lines for incoming and outgoing voice phone calls, and one (1) additional dedicated line for fax and/or computer use. The use of cellular phones and/or call forwarding for the main central dispatch telephone lines is unacceptable. A mobile transmitter/receiver or a handheld radio operated from the field or the office will not be considered sufficient to adequately provide dispatch service. The term "Office" does not include a home office, mail drop location, cellular or Nextel phone, or other location.

The Central Dispatch Center shall be independently owned and operated by the Proposer. This center shall not be outsourced to another company unless approved in writing by the County Contract Administrator.

These requirements are continuing conditions throughout the term of a Contract issued as a result of this RFP.

2.3 OBJECTIVES

It is the intent of the County to protect its personnel and/or property by means of well-trained, experienced, alert, interested, and reliable selected Proposer's personnel. The selected Proposer shall impress upon its personnel that their primary duty and responsibility is to safeguard the employees, the general public and County property. This general order supersedes all others. The selected Proposer's personnel shall act in a courteous and professional manner at all times. The selected Proposer shall provide appropriately equipped and trained personnel, with background inspections completed according to Miami-Dade County's specified eligibility criteria. These personnel shall provide protection for Miami-Dade County personnel and property in and around Miami-Dade County facilities. The selected

Miami-Dade County, FloridaRFP No. 487A

Proposer(s) shall be liable for losses; potential losses or damages arising from the actions of its personnel.

2.4 PRE-CONDITIONS OF NOTICE-TO-PROCEED

The selected Proposer(s) shall commence work upon issuance of a Notice-to-Proceed by the County. The County will issue a Notice-To-Proceed, at its discretion, but not until the selected Proposer(s) has met the following requirements:

- A) The selected Proposer(s) shall have a radio license, issued to the selected Proposer(s) by the Federal Communications Commission (FCC), which permits radio operations/coverage in Miami-Dade County. Two-way radio coverage shall cover the entire County.
- B) The selected Proposer(s) shall have a local management office as specified in Section 2.6 (17) of the RFP document. The County reserves the right to inspect the office at any time.
- C) The selected Proposer(s) shall meet the Performance Bond requirements as specified in Section 2.14 of the RFP document.
- D) The selected Proposer shall meet the insurance requirements as specified in Section 5, Article 10.
- E) The selected Proposer(s) shall provide the names, resumes with prior job descriptions, personnel files, detailed qualifications, all licenses and certificates for Project Manager, Contractor Field Supervisor and Site Supervisor that will be assigned to a Contract issued as a result of this RFP. The personnel requirements are specified in Section 2.6 (1). The County reserves the right to interview and approve personnel.
- F) The selected Proposer(s) shall have a Communication System that meets the requirements as specified in Section 2.6 (19). These criteria and all other facets of the Proposer's radio communications system shall be evaluated by County radio technicians or other person(s) designated by the County Contract Administrator or designee prior to the issuance of Notice-To-Proceed. Should the system be judged inadequate to provide service within the contractual standards specified herein, and the selected Proposer is unable or unwilling to make changes deemed necessary by the County, the Notice-To-Proceed will not be issued by the County.
- G) The selected Proposer(s) shall establish a Quality Assurance Plan (QAP) as specified in Section 2.6 (22) of the RFP document. The plan shall be approved by the County Contract Administrator before the Notice-To-Proceed is issued by the County.

2.5 LOCATION OF REQUIRED SERVICES

It is the intent of the County to award the following Sectors for the provision of Security Guard and/or Screening services for selected facilities as well as for other facilities as may be required by the County during the term of a Contract, issued as a result of this RFP, and any renewals and extensions thereof.

A) Tier 1 Sectors

The following is a description of the two Tier 1 Sectors, including geographic boundaries, and the approximate service hours per week, number, type of security personnel and vehicles.