Memorandum

MIAMI-DADE COUNTY

Date: **May 6, 2008**

Agenda Item No. 8(O)(1)(B)

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

From: George M. Burgess
County Manager

Subject: *Security Guard and Screening Services:* Revised Recommendation for Approval to Award Contract Nos. 487B -1A, 487B -1B, 487A -1D, 487A – 1E, 487A - 2A, 487A - 2B, 487A-3A, 487A-3B and Reject the Award of Contract No. 487B – 1C

Overview & Recommendation

Request for Proposals (RFP) Nos. 487A and 487B for security guard and screening services have a long and complicated history. RFP 487A was advertised in February 2006 and RFP 487B in March 2006, both under full and open competition. A qualitative selection process resulted in a first series of recommendations in October 2006 for RFP 487A and January 2007 for RFP 487B. Subsequently, certain firms were under Small Business Enterprise (SBE) decertification process, audit investigation (The Wackenhut Corporation) and litigation as detailed in the background and timeline. In an effort to bring this issue to closure, the item before the Board recommends awarding five contracts as competitive, three as bid waivers and rejecting to re-advertise one contract. Specifically, it is recommended that the Board approve the awards of a total of eight security contracts as specified in Table 1 to provide security guard and screening services for the General Services Administration (GSA), and to reject the award of Contract No. 487B-1C.

In light of the decertification of Security Management Innovations, Inc. (SMI) on July 27, 2007 and graduation of Security Alliance of Florida, LLC (Security Alliance) from the SBE Program, the award recommendation of December 11, 2007 for RFP 487A is hereby rescinded and this new recommendation to award is submitted. In addition, the award recommendation of May 22, 2007 for RFP 487B is hereby rescinded and this new recommendation to award Sectors 1A and 1B, and rejecting/re-advertising Sector 1C is submitted.

In accordance with Section 2-8.3 and Section 2-8.4 of the Code and in consultation with the County Attorney's Office (CAO), this recommendation gives rise to the right to protest unless waived by a two-thirds (2/3) vote of the members present. In order not to further delay the contract awards, it is recommended that the Board waive the bid protest requirements of Sections 2-8.3 and 2-8.4 in connection with this recommendation.

It is also recommended that Board waive formal bid procedures and approve the award of 487A - Sectors 1E (Security Alliance), 2B (McRoberts Protective Agency, Inc. with Security Alliance as a sub-contractor), and 3B (Security Alliance) as bid waivers. Security Alliance was originally recommended following a RFP process under full and open competition. At the time this solicitation was issued, the Code allowed SBE certified firms to receive awards for up to one year after notification of formal graduation from the program (The Code has since been revised to delete this somewhat confusing one year period). Security Alliance's graduation expired on September 30, 2007. Were it not for the significant unforeseen delays, this contractor would have been awarded these sectors. Since these delays were not caused by the firm, in the interest of fairness and consistent with the recommendations of the Evaluation/Selection Committee, it is recommended that Security Alliance be awarded these sectors.

CONTRACT TITLES: Security Guard and Screening Services (487A)
Security Guard Services (487B)

DESCRIPTION: These contracts are being awarded to provide security guard and screening services at County facilities organized in three tiers and nine sectors. See Table 1.

APPROVAL TO ADVERTISE: January 9, 2006

TERM: Three years with two, two-year options-to-renew at the County's sole discretion.

METHOD OF AWARD: An open, competitive RFP process was used to select the two top-ranked firms in each tier under RFP 487A and three top-three ranked firms for RFP 487B.

CONTRACT NOs., AMOUNTS, MEASURES & RECOMMENDED VENDORS: Approximately $ 38.3 million per year depending upon hours of service required.

Table 1

RFP 487A

TIER 1
(Security Guard Services)

Sector	Contract No.	Projected Yearly Contract Amount	Recommended Vendor	Contract Measure*
1D	487A-1D	$3,906,552.72	Feick Security Corporation	SBE Set-aside
1E	487A-1E	$6,185,827.33	Security Alliance of Florida, LLC	SBE Set-aside

TIER 2
(Electronic Screening Services alone, or a combination of Screening & Security Guard Services)

Sector	Contract No.	Projected Yearly Contract Amount	Recommended Vendor	Contract Measure*
2A	487A-2A	$4,768,344.27	50 State Security Service, Inc. (Sub: Feick Security Corporation)	20% SBE Subcontractor goal
2B	487A-2B	$4,411,099.04	McRoberts Protective Agency, Inc. (Sub: Security Alliance of Florida, LLC)	20% SBE Subcontractor goal

TIER 3
(MIA & Seaport: Electronic Screening Services alone, or a combination of Screening & Security Guard Services)

Sector	Contract No.	Projected Yearly Contract Amount	Recommended Vendor	Contract Measure*
3A	487A-3A	$5,642,720.19	Barton Protective Services LLC d/b/a Allied Barton Security Services	SBE Selection Factor
3B	487A-3B	$3,652,720.14	Security Alliance of Florida, LLC	SBE Selection Factor

RFP 487B

Sector	Contract No.	Projected Yearly Contract Amount	Recommended Vendor	Contract Measure**
1A	487B-1A	$4,068,427.41	Security Alliance of Florida, LLC	None
1B	487B-1B	$5,673,295.79	Barton Protective Services LLC d/b/a Allied Barton Security Services	None
1C	487B-1C	Reject and Re-advertise		

* RFP 487A - The Review Committee (RC) of December 28, 2005 recommended a SBE set aside for Tier 1, a SBE 20 percent subcontractor goal for Tier 2, and a SBE selection factor for Tier 3 of the solicitation.

** RFP 487B - The RC of December 28, 2005 did not recommend a SBE measure as the services will be paid using some federal funds for Miami-Dade Housing Agency (MDHA) facilities only. At a November 22, 2005 meeting with the CAO, GSA, Small Business Development (SBD), and Department of Procurement Management, it was decided to divide the security guard and screening services into two RFPs: RFP 487A and RFP 487B in order to make MDHA a separate sector. Since MDHA facilities are spread throughout the County, it would not be cost effective for the awarded vendor to effectively manage the contract. MDHA federal funding for these contracts is covered under Section 3 of the US Department of Housing and Development Act of 1968 for MDHA. Section 3 requires that job training, employment and contracting opportunities be directed toward low and very-low income persons, and to businesses that provide economic opportunities to those persons.

PERFORMANCE DATA: There are no performance issues with these vendors.

COMPLIANCE DATA: There are no compliance issues with these vendors.

VENDORS NOT RECOMMENDED FOR AWARD:

487A Tier 1

1. Security Management Innovations, Inc. (See p-7)
2. JMG Insystem, Inc. d/b/a Sereca Corporation (See p-7)
3. Side Bar & Associates, Inc.
4. Extreme Security Networks, Corp.
5. Delad Security, Inc.
6. Guard One Security, Inc.
7. American Guard Services, Inc. (Non-responsive)
8. Art Hall Protective Services, Inc. (Non-responsive)

- SBD determined that American Guard Services, Inc. is not in compliance with the SBE participation provisions. Accordingly, the proposal submitted by American Guard Services, Inc. was deemed non-responsive.
- The proposal submitted by Art Hall Protective Services, Inc. was deemed non-responsive as the proposal guaranty check submitted was not made payable to the County.

487A Tier 2

1. Security Management Innovations, Inc.
2. JMG Insystem, Inc. d/b/a Sereca Corporation
3. Vanguard Security, Inc.
4. DSI Security Services
5. Milex Corporation (1985), Inc. d/b/a Milex Security

Services
6. Alanis, Inc. d/b/a Alanis Security
7. Guard One Security, Inc.
8. American Guard Services, Inc. (Non-responsive)
9. Safeland Security Services, Inc. (Non-responsive)

- SBD determined that American Guard Services, Inc. is not in compliance with SBE participation provisions. Accordingly, the proposal submitted by American Guard Services, Inc. was deemed non-responsive.
- The proposal submitted by Safeland Security Services, Inc. was deemed non-responsive as the required proposal guaranty bond was not submitted by the proposer.

<u>487A Tier 3</u>

1. 50 State Security Service, Inc.
2. Security Management Innovations, Inc.
3. American Guard Services, Inc.
4. Vanguard Security, Inc.
5. Communitel Airport Services, Inc. d/b/a Field Force Protective Services Corp.
6. JMG Insystem, Inc. d/b/a Sereca Corporation
7. Alanis, Inc. d/b/a Alanis Security
8. DSI Security Services
9. Masdeu Five Corporation d/b/a General Patrol Services
10. Safeland Security Services, Inc. (Non-responsive)

- The proposal submitted by Safeland Security Services, Inc. was deemed non-responsive as the required proposal guaranty bond was not submitted by the proposer.
- <u>Tier not specified by the Proposer</u>
  Eagle Lion Security (Non-responsive)
  The proposal submitted by Eagle Lion Security was deemed non-responsive as the required proposal guaranty bond was not submitted by the proposer.

<u>487B</u>

1. Delad Security, Inc.
2. Forestville Corporation
3. American Guard Services, Inc.
4. Barkley Security Agency, Inc.
5. DSI Security Services
6. Feick Security Corporation
7. Union Security Services, Inc.
8. Bayus Security Services, Inc.
9. JMG InSystems, Inc. d/b/a Sereca Corporation

10. Alanis, Inc. d/b/a Alanis Security, Inc.
11. Abena Security Corporation (Non-responsive)
12. First American Security Services (Non-responsive)
13. Eagle Lion Security (Non-responsive)
14. The Wackenhut Corporation (see page 7)

PROJECT MANAGER: Daniel Payne, Chief of Security, GSA

FUNDING SOURCE: 487A - County funds for all departments
487B - County funds for all departments and Federal funds for MDHA

USING AGENCY: Multiple County departments will use these services.

MANAGING AGENCY: General Services Administration

LIVING WAGE: The services being provided are covered under the Living Wage Ordinance.

USER ACCESS PROGRAM:

RFP 487A
The contracts include the 2% User Access Program provision. The program discount will be collected.

RFP 487B
The contracts do not contain the 2% User Access Program provision due to the utilization of the Federal funds.

LOCAL PREFERENCE:

RFP 487A
Applied in accordance with applicable ordinances, but did not affect the outcome.

RFP 487B
The Local Preference Ordinance does not apply due to the utilization of the federal funds.

ESTIMATED CONTRACT COMMENCEMENT DATE: To be determined after adoption by the Board and expiration of 10-day Mayoral veto period.

BACKGROUND

Currently, security guard and screening services are provided under emergency contract No. EM7797-2/07. GSA manages the contracts which are organized in two tiers and eight geographic sectors: security guard services only, and security guard and screening services. The contracts originally became effective on April 1, 2005. Since then, the Board has approved several options-to-renew and extensions bringing the contract expiration term to September 30, 2008. The services are currently being provided by Security Alliance of Florida, LLC, 50 States Security Services, Inc., Vanguard Security Inc., Alanis, Inc., Forestville Corporation, and Delad Security, Inc.

Sector 2A was originally awarded to Milex Corporation Inc. which was subsequently purchased by Empirical Protective Services, Inc. The contract was transferred to Empirical following consultation with

the CAO, approval by GSA Security Management, and approval of insurance and performance bond by the County. In November 2007, Empirical was terminated due to breach of contract resulting from failure to comply with performance bond and Living Wage requirements. Services for Sector 2A are now provided by Vanguard Security.

In an effort to improve the County's security services and enhance performance requirements for safeguarding County buildings, the County utilized an RFP process in order to evaluate firms using a combination of qualitative factors, including prior experience of the firm and its key personnel, financial capability, and quality of service delivery plan and approach. Consideration of these qualitative factors and the negotiations of additional technical items by the County staff have resulted in a recommendation with enhanced services for the County. The following are results of negotiations involving technical aspects of proposals:

a) Scheduling Software: Contractors will use scheduling software to track the scheduling of guards and to ensure that all posts are staffed by guards qualified to work the designated post. The contractor will provide user access to this software for GSA Security Management at no additional cost to the County. The system will allow the County to view reports generated by this software.

b) Guard Checks: Contractors will implement and use available systems, at no additional cost to the County, to ensure that guards are providing coverage and performing duties on the assigned posts. This may include the use of guard tour systems or similar, radio calls, or Global Positioning Systems (GPS).

c) Tabletop Exercises and Drills: Contractors will conduct, at no additional cost to the County, tabletop exercises and drills to simulate contingency events based on the security plan. These drills and exercises will be used to identify weaknesses and refine the current procedures.

d) Customer Satisfaction Program: Contractors will implement a customer satisfaction program to include a minimum of bi-annual customer satisfaction surveys to be conducted by Contractors. The contract administrator will determine the format for the surveys. Any negative feedback received shall eventually be followed by a corrective action plan to be approved by the contract administrator.

Contract RFP 487A

The original award recommendation for RFP 487A was filed with the Clerk on October 3, 2006. Contract RFP 487A includes: SBE set-asides for Sectors 1D and 1E; SBE 20 percent goal for Sectors 2A and 2B; and SBE selection factors for Sectors 3A and 3B. This recommendation was protested by JMG Insystems Inc. d/b/a Sereca Corporation, and was withdrawn in November 2006. Following a series of meeting cancellations, on February 13, 2007 the Budget and Finance Committee deferred the item due to an on-going Inspector General (IG) investigation regarding the possible affiliation of one of the recommended firms.

The second recommendation, which resulted from actions taken at the March 13, 2007 Budget and Finance Committee meeting, was filed on May 8, 2007. This recommendation withheld award of Sector 1D pending the results of the IG investigation and certification review of SMI, the second ranked firm for Sector 1D. A third recommendation was immediately filed on May 22, 2007, in order to remove the request for the waiver of the protest period and rescind the May 8 recommendation. Both of these recommendations were protested by Feick Security Corporation and 50 States Security Service, Inc. In August 2007, 50 States withdrew its protest.

On July 27, 2007, following an appeals hearing conducted by the RC, SMI was decertified due to failure to provide full disclosure of its relationship with Paramount Security and its owners/officers as required by Administrative Order 3-41. Therefore, SMI is not eligible for award of this sector. The next highest ranked firm, JMG Insystem, Inc. d/b/a Sereca Corporation, was also decertified from the SBE program on January 4, 2007, therefore not eligible for award of this sector. The fourth recommendation, filed with the Clerk on December 11, 2007, recommended award of Sector 1D in Tier 1 to the next highest ranked firm, Feick Security.

On December 14, 2007, Feick Security filed a new protest objecting to the award of Sector 1E to Security Alliance claiming the proposal is non-responsive due to their ineligibility to participate in the SBE Program. At the time this solicitation was issued, the Code allowed SBE certified firms to receive awards for up to one year after notification of formal graduation from the program. Security Alliance's graduation expired on September 30, 2007. Were it not for the unforeseen delays, this contractor would be awarded these sectors, through full and open competitive procurement process. Since these delays were not caused by the firm, it is recommended that that Board waive formal bid procedures and that Security Alliance be awarded Sectors 1E, 2B (as a sub-contractor) and 3B.

In February 2008, Feick Security and Security Alliance approached the County administration with an alternative offer to settle this protest. This alternative offer included transferring one thousand hours per week from Sector 1E (Security Alliance) to Sector 1D (Feick Security). Upon review of the settlement offer, there were no operational benefits or savings to the County. Therefore, that offer was rejected, and the recommendation remains to award to Security Alliance.

Contract RFP 487B

The original recommendation for RFP 487B was filed with the Clerk January 2, 2007. Contract RFP 487B does not include contract measures. On February 13, 2007, the Budget and Finance Committee deferred this companion item to RFP 487A. The second recommendation, which resulted from actions taken at the March 13, 2007 Budget and Finance Committee meeting, was filed on May 8, 2007. This recommendation withheld award of Sector 1C to Wackenhut Corporation pending the results of an on-going audit being performed by Audit and Management Services (AMS). A third recommendation was immediately filed on May 22, 2007, in order to remove the request for the waiver of the protest period and rescind the May 8 recommendation. The two latter recommendations were protested by Wackenhut. The protest hearing was held on June 25, 2007. On July 2, 2007, the hearing examiner ruled in favor of the County.

In addition to the on-going AMS audit, Wackenhut is also currently involved in a *qui tam* action. Qui Tam is a provision of the Federal Civil False Claims Act that allows a private citizen to file a suit in the name of the U.S. Government charging fraud by government contractors and other entities that receive or use government funds, and share in any money recovered. While the Evaluation/Selection Committee took this into consideration during the evaluation process, due to the overwhelming operational need to move forward with the award of RFP 487B, it is recommended that the Board reject the award of Sector 1C and re-solicit under full and open competition.

Assistant County Manager

Security Guard and Screening Services
TIMELINE

February 23, 2006:	RFP 487A advertised
March 1, 2006:	RFP 487B advertised
April 13, 2006:	Proposal due date for both RFPs
April 26, 2006:	Evaluation Kick off Meeting

RFP 487A

June 28, 2006:	Evaluation scoring meeting
July 11, 2006:	Evaluation scoring meeting
August 3, 2006:	Evaluation scoring meeting
August 25, 2006:	Evaluation scoring meeting
September, 2006:	Negotiations held for six sectors under this RFP
October 3, 2006:	Award memo signed by CMO and filed with the Clerk of the Board
October 18, 2006:	Protest filed by JMG Insystem, Inc./Sereca Corporation (3rd ranked for Tier 1 under RFP 487A)
October 19, 2006:	Award of RFP 487A was scheduled to be heard at the October 19, 2006 Internal Management and Fiscal Responsibility (IMFR) committee meeting. The award was carried over to the November IMFR as there was a protest filed by JMG Insystems, Inc. /Sereca Corporation.
October 27, 2006:	Protest filed by JMG Insystem, Inc. was withdrawn
November 16, 2006:	Award of RFP 487A was scheduled to be heard at the November 16, 2006 IMFR committee meeting. The award was carried over to the December IMFR meeting due its cancellation.
December 13, 2006:	Award of RFP 487A was scheduled to be heard at the December 13, 2006 IMFR committee meeting. Item was deferred at request of County manager to be heard at the January 18, 2007 IMFR committee meeting. The request to defer the item was made by Department of Business Development Director to review the certification documentation for Security Management Innovation Inc. (SMI), (2nd Ranked for Tier 1 under RFP 487A, and recommended for award of Sector 1D).

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RFP 487B

May 24, 2006:	Evaluation scoring meeting
June 5, 2006:	Evaluation Report Signed
June 2006:	Negotiations held for three sectors under this RFP
July 2006:	RFP was on hold as the County Attorney's Office (CAO) advised that information regarding Qui Tam action involving The Wackenhut Corporation which needed to be shared with the Evaluation/Selection Committee. Qui Tam is a provision of the Federal Civil False Claims Act that allows a private citizen to file a suit in the name of the U.S. Government charging fraud by government contractors and other entities who receive or use government funds, and share in any money recovered.
October 2006 / November 2006:	Qui Tam information was made available by CAO and provided to the Evaluation/Selection Committee.
December 19, 2006:	Evaluation meeting (To review and score considering Qui Tam information)
December 21, 2006:	Revised Evaluation Report prepared and signed
January 2, 2007:	RFP 487B award memo signed by CMO and filed with the Clerk of the Board.
January 17, 2007:	Protest Period ended. No protest received.

RFP 487A & RFP 487B

January 4, 2007:	JMG Insystem, Inc./Sereca Corporation decertified from the SBE program (3rd ranked in Tier 1 under RFP 487A).
January 18, 2007:	Award of RFP 487A and RFP 487B was scheduled to be heard at the January 18, 2007 IMFR committee meeting. These items were carried over to the February 13, 2007 Budget and Finance committee meeting due to lack of quorum.
February 13, 2007:	Award of RFP 487A and 487B was placed on the Budget and Finance Committee agenda of February 13, 2007. Board was provided two supplement memos from the Manager. • Supplement 1: Addressed issues related to the certification of small businesses and detailed Small Business Enterprise (SBE) certification status of firms recommended for award. • Supplement 2: Expressed Department of Business Development (DBD) concerns regarding possible affiliation of some of the recommended firms as a result of the SBE certification process. This

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information was shared with CAO and Inspector General (IG). The IG suspects an affiliation between Security Management Innovation (SMI) and SMI Security Management, along with Brooks Security, Inc. OIG indicated additional review warranted by DBD. The IG also investigated JMG Insystems, d/b/a Sereca Corp. for underreporting its gross revenue.

Staff was directed to provide additional information for the March 13, 2007 Budget and Finance committee meeting, meet with IG to address issues and to come back with item excluding companies under investigation.

March 13, 2007: For the March 13, 2007 Budget and Finance Committee, DPM prepared a report showing the recommended award structure excluding the firms under review. Committee directed staff to withhold award for sector 1C (Recommended Vendor- Wackenhut) and 1D (Recommended vendor-SMI) pending results of Wackenhut audit by Audit and Management Services and review of SMI certification by DBD. The amended award items were forwarded with favorable recommendation to April Board meeting.

April 10, 2007: SMI was given notice of decertification by DBD and was advised of their rights to appeal within 15 calendar days from the receipt of this notice.

April 24, 2007: At this Board meeting, the items were referred back to Budget and Finance Committee.

May 8, 2007: Manager's 2nd recommendation filed consistent with committee action of March 13, 2007. Award to all except two sectors (487B-1C & 487A-1D). Waiver of protest period was requested.

May 11, 2007: Protest received for RFP 487A from 50 States Security regarding implementation of the SBE program and questioning of the certification of Security Alliance. Security Alliance has graduated from the SBE program and they are currently in their one-year grace period of its graduation.

Protest on RFP 487A received from Feick Security Corporation: Regarding implementation of the SBE program, certification of SMI, affiliation with JMG Insystems/Sereca Corporation and certification of Security Alliance.

Protest on RFP 487B received from The Wackenhut Corporation regarding ongoing audit investigation.

May 22, 2007:	Manager's 3rd recommendation for Contracts 487A and 487B filed consistent with committee action of March 13, 2007. Award to all except two sectors (487B-1C & 487A-1D) and rescission of award recommendation of May 8, 2007, which requested waiver of protest period. CAO determined that May 11, 2007 protests are still applicable.
June 5, 2007:	The recommendations to award were presented to the Board on June 5, 2007. The Board directed staff to schedule a protest hearing.
June 6, 2007:	Appeal hearing of SBE certification for SMI held.
June 25, 2007:	Protest hearing held for the protest filed by The Wackenhut Corporation.
July 2, 2007:	The hearing examiner ruled in favor of the County for the protest filed by The Wackenhut Corporation.
July 27, 2007:	SMI decertified by the County. SMI was recommended for award of Sector 1D in 487A. Due to decertification of JMG Insystem, Inc./Sereca Corporation, Feick (4th ranked in Tier 1 under RFP 487A) is next in line.
August 15, 2007:	Negotiations with Feick (for Sector 1D) were completed on August 13, 2007, and a signed contract was received on August 15, 2007.
August 27, 2007:	Revised recommendation (to include re-award to Feick) sent to County Manager's Office on August 27, 2007.
August 30, 2007:	50 States Security Corporation withdrew its protest.
October 2007:	SBE graduation date for Security Alliance was October 23, 2006. Firm was approved for one-year extension per the SBE ordinance on October 24, 2006 with an expiration date of September 30, 2007.
December 11, 2007:	4th recommendation for RFP 487A signed by County Manager and filed with Clerk on December 11, 2007.
December 14, 2007:	Intent to protest by Feick Security Corporation received on December 14, 2007. Protest filed regarding certification of Security Alliance on December 18, 2007.
February 8, 2008:	Feick Security and Security Alliance approached the County administration with an alternative offer to settle the protest. This alternative offer included transferring one thousand hours per week from Sector 1E (Security Alliance) to Sector 1D (Feick Security). Upon review of the settlement offer, there were no operational benefits or savings to the County. This offer was rejected.
March 11, 2008:	Feick Security Corporation withdrew its protest.

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MEMORANDUM

(Revised)

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

DATE: May 6, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(O)(1)(B)

Please note any items checked.

_____	**"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
✓	**Bid waiver requiring County Manager's written recommendation**
_____	**Ordinance creating a new board requires detailed County Manager's report for public hearing**
_____	**Housekeeping item (no policy decision required)**
_____	**No committee review**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(O)(1)(B)

5-6-08

RESOLUTION NO. _____

RESOLUTION WAIVING THE REQUIREMENTS OF SECTION 2-8.4 OF THE MIAMI-DADE COUNTY CODE, PERTAINING TO BID PROTEST PROCEDURES BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AWARDING CONTRACT NO. 487A-1D TO FEICK SECURITY CORPORATION, CONTRACT NO. 487A-2A TO 50 STATE SECURITY SERVICE, INC., CONTRACT NOS. 487A-3A AND 487B-1B TO BARTON PROTECTIVE SERVICES LLC D/B/A ALLIEDBARTON SECURITY SERVICES, AND CONTRACT NO. 487B-1A TO SECURITY ALLIANCE OF FLORIDA, LLC TO PROVIDE SECURITY GUARD AND SCREENING SERVICES; WAIVING THE REQUIREMENTS OF SECTION 4.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE COUNTY CODE, PERTAINING TO FORMAL BIDDING PROCEDURES, BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AWARDING CONTRACT NOS. 487A-1E AND 487A-3B TO SECURITY ALLIANCE OF FLORIDA, LLC AND CONTRACT NO. 487A-2B TO MCROBERTS PROTECTIVE AGENCY, INC.; DIRECTING THE COUNTY MAYOR OR DESIGNEE TO EXECUTE THE ATTACHED AGREEMENTS AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN; AND REJECTING ALL BIDS FOR CONTRACT NO 487B-1C AND DIRECTING THE ITEM BE READVERTISED

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board finds that it is in the best interest of the County to waive the formal bid protest procedures pursuant to Section 2-8.4 of the Miami-Dade County Code by two-thirds (2/3) vote of the Board members present.

Section 2. This Board awards Contract No. 487A-1D to Feick Security Corporation; Contract No. 487A-2A to 50 State Security Service, Inc.; Contract Nos. 487A-3A and 487B-1B to Barton Protective Services LLC d/b/a AlliedBarton Security Services; and Contract No. 487B-1A to Security Alliance Of Florida, LLC in substantially the form attached hereto and made a part hereof, to provide security guard and screening services, for and on behalf of Miami-Dade County and directs the County Mayor or his designee to execute these agreements and to exercise any cancellation and renewal provisions and any other rights contained therein.

Section 3. This Board, pursuant to Section 4.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code by a two-thirds (2/3) vote of the Board members present, finds it is in the best interest of Miami-Dade County to waive formal bid procedures and award Contract Nos. 487A-1E and 487A-3B to Security Alliance Of Florida, LLC; and Contract No. 487A-2B to McRoberts Protective Agency, Inc. in substantially the form attached hereto and made a part hereof and directs the County Mayor or his designee to execute these agreements and to exercise any cancellation and renewal provisions and any other rights contained therein.

Section 4. This Board rejects all bids for Contract No. 487B-1C and directs the County Mayor or his designee to advertise a new solicitation for the award of Sector 1C.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of May, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal

Security Guard Services
Contract No. 487A-1D

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Feick Security Corporation, a corporation organized and existing under the laws of the State of Florida, having its principal office at 8869 SW 131st Street, 2nd Floor, Miami, FL 33176 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide security guard services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 487A and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated April 11, 2006, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein; and,

WHEREAS, the County desires to procure from the Contractor such services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Building Manager" to mean the County employee responsible for the supervision of a particular building(s) or area(s) in Miami-Dade County.

b) The words "Central Dispatch Center" to mean a base station/office where personnel employed by the Contractor have the capacity to monitor telephone calls, radios, faxes and employees.

c) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

d) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A) and all appendices, RFP No. 487A and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

e) The words "Contract Date" to mean the date on which this Agreement is effective.

f) The words "Contractor" to mean Feick Security Corporation and its permitted successors and assigns.

g) The words "Contractor Field Supervisor" to mean supervisory personnel designated by the Contractor and approved by Miami-Dade County for supervising and providing specific training to Security/Screening Officers assigned to the Contract.

h) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.

i) The words "Contractor Personnel" to mean all personnel employed by the Contractor and approved by the County, for the Contract, including but not limited to the Project Manager, Contractor Field Supervisors, Dispatchers, Site Supervisors and Security/Screening Officers.

j) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.

k) The words "County Contract Administrator" (CCA) to mean a person designated to coordinate and monitor the services provided by the Contractor. This person is

the Chief of Security, General Services Administration (GSA). This person is the County's Project Manager for the Contract.

l) The words "County's Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.

m) The words "County Security Supervisors" to mean Staff designated by the County Contract Administrator to monitor all aspects of the Contractor's operation as it pertains to the performance and delivery of services required by the County under the Contract.

n) The word "Days" to mean Calendar Days.

o) The word "Department" to mean General Services Administration.

p) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

q) The word "Dispatcher" to mean personnel employed by the Contractor to staff its Central Dispatch Center.

r) The words "Facility Contact" to mean person assuming the same role in a building or area that does not have a designated Building Manager or who has been delegated such duties by the Building Manager.

s) The words "GSA Security Management" to mean County's management responsible for overseeing the security of County's buildings/facilities and monitor the services provided by the contractor. This includes County Contract Administrator, County Security Supervisor or designees.

t) The words "Liquidated Damages" to mean a financial assessment levied by the County Contract Administrator or designees, for failures by the Contractor or its employees to meet contract requirements or standards, there by resulting in the contractors failure to deliver the services required or any derivative/supplemental documents (e.g. Post Orders), creating direct, indirect or potential losses to the County.

u) The words "Project Manager" to mean person designated by Contractor and approved by Miami-Dade County to administer the Contract and oversee Contractor operations.

v) The word "Records" to mean any books, documents or evidence pertaining to, or used in the Contract.

w) The word "Sector" to mean a term to describe a Tier 1 or Tier 2 or Tier 3 geographical area.

x) The words "Security Operations Center" (SOC) to mean the County facility, designated by the County Contract Administrator, that will function as the primary point of radio and/or telephone contact between contract personnel and the County Contract Administrator or designees on a 24-hour a day, yearly basis.

y) The words "Security/Screening Officer" to mean personnel designated by the Contractor and approved by Miami-Dade County to perform specific duties as defined in the Contract.

z) The words "Security/Screening Officer Infraction Report" to mean a written report prepared by the County Contract Administrator or designee to identify specific failures and to assess Liquidated Damages to the Contractor for failure to meet Contract standards.

aa) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

bb) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

cc) The word "Tier" to mean a term used to describe type of service required as follows: Security Guard Services only (Tier 1), Security and Screening Services (Tier 2) or Security, Screening and specialized services (Tier 3).

dd) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ee) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Price Schedule (Appendix B), 4) Appendices C and D, 5) the Miami-Dade County's RFP No. 487A and any associated addenda and attachments thereof, and 6) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date specified on the first page of this agreement and shall be for duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for two (2) two-year options-to-renew. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This

Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

The Contractor shall commence work upon issuance of a Notice-to-Proceed by the County.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the County's Project Manager:

Miami-Dade County
200 N.W 1st Street, Suite 104
Miami, FL 33128
Attention: Daniel Payne, Chief of Security
Phone: (305) 375-1011
Fax: (305) 372-6020

and,
b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Feick Security Corporation
8869 SW 131st Street, 2nd Floor
Miami, FL 33176

Attention: Gary A. Feick, President
Phone: (305) 259-3000
Fax: (305) 259-3575
E-mail: gfeick@feickcorp.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in Appendix B - Price Schedule. The County reserves the right to add and delete facilities/buildings and increase/decrease the number of hours of service required at a building/facility. The County may negotiate with the Contractor the cost to provide services to facilities/locations that are added to the contract during the contract term and any extensions/renewal thereof.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods, except for yearly percentage increase in the living wages that will be applied to the classifications that are billed to the County at hourly rates specified in Appendix B. The Contractor is responsible for requesting the living wage increase. The Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof. The County will issue supplemental agreements and revise Appendix B to incorporate this change in the hourly rates. The County may negotiate, at the time of renewal or extension of the Contract, the hourly rates for special equipment, including vehicles, provided by the Contractor

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County biweekly (once every two weeks), upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County and shall show the County's contract number. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
200 N.W 1st Street, Suite 104
Miami, FL 33128
Attention: Daniel Payne, Chief of Security

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1st Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Public Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of the Department of Procurement Management, as the certificate holder, must appear on the certificate of insurance.**

   Public Liability Insurance shall cover the armed services.

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall

suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its ernployees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The

Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the County's Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the County Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the County's Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the County's Project Manager. In the event that the Contractor and the County's Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the County's Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the

Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers

maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope Of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement. The County will try to give advance notice to the Contractor; however, in certain circumstances it may not be possible.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require.

The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

v. take no action which will increase the amounts payable by the County under this Agreement; and

e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

i. portion of the Services completed in accordance with the Agreement and the Work Order up to the Effective Termination Date; and

ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.

f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis.

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways,

processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in

regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure

or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such

license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the

operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (l) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and

agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

   ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in

advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the County's Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and

construed in accordance with, the laws of the State of Florida.

ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP

as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 42. PERFORMANCE BOND

The contractor shall duly execute and deliver to the County a Performance and Payment Bond in the amount of 10% of the total agreed upon weekly price multiplied by fifty-two (52) weeks for a yearly total for the Sector. The Performance and Payment Bond Form, Appendix D, provided by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the County within 15 calendar days after formal notice from the County. If the

Contractor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that Contractor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. On contract amounts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;

2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308..

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of this contract and/or as long as the funds are being held by Miami-Dade County.

F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: _____	By: _____
Name: Gary A. Feick	Name: _____
Title: President	Title: _____
Date: August 15, 2007	Date: _____
Attest: Leticia Mendieta Corporate Secretary/Notary	Attest: _____ Clerk of the Board
Corporate Seal/Notary	Approved as to form and legal sufficiency
	_____ Assistant County Attorney

LETICIA MENDIETA
MY COMMISSION # DD 313499
EXPIRES: July 18, 2008
Bonded Thru Notary Public Underwriters

APPENDIX A
SCOPE OF SERVICES

1. INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by Miami-Dade County General Services Administration (GSA) is contracting for Security Guard services for facilities in the geographic boundaries of Sector 1D. A brief description of all Tiers and Sectors in the County is provided herein as Appendix C.

The Contractor shall ensure the highest level of security at each and every facility where services are provided. The types of services required under this Contract are:

- Armed Security
- Unarmed Security

Services at a given facility shall be provided by a single Contractor.

The County reserves the right to add or delete a Sector or a facility from a Sector during the term of the Contract 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 Contractor, currently providing service to the County, in the best interest of the County.

The contract term is 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. QUALIFICATIONS FOR THE CONTRACTOR

The Contractor shall maintain, at a minimum, the following qualifications during the term of the Contract including extensions and renewals thereof.

A. The Contractor 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: Contractor 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 Contractor. This center shall not be outsourced to another company unless approved in writing by the County Contract Administrator.

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 personnel of the Contractor. The Contractor 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 Contractor's personnel shall act in a courteous and professional manner at all times. The Contractor 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 Contractor shall be liable for losses; potential loses or damages arising from the actions of its personnel.

4. PRE-CONDITIONS OF NOTICE-TO-PROCEED

The Contractor shall commence work upon issuance of a Notice-to-Proceed by the County. The County will issue a Notice-To-Proceed after the Contractor has met the following requirements:

A) The Contractor shall have a radio license, issued to the Contractor by the Federal Communications Commission (FCC), or shall have an agreement with the service provider to use its service/channel that permits radio operations/coverage in Miami-Dade County. Two-way radio coverage shall cover the entire County. A copy of the license and/or agreement with the service provider shall be provided to the County.

B) The Contractor shall have a local management office as specified in Section 6.17. The County reserves the right to inspect the office at any time.

C) The Contractor shall meet the Performance Bond requirements as specified in Section 17.

D) The Contractor shall meet the insurance requirements as specified in Article 10 of the Contract.

E) The Contractor 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 the Contract The personnel requirements are specified in Section 6.1. The County reserves the right to interview and approve personnel.

F) The Contractor shall have a Communication System that meets the requirements as specified in Section 6.19. These criteria and all other facets of the Contractor's radio communications system will 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 Contractor 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 Contractor shall establish a Quality Assurance Plan (QAP) as specified in Section 6.22. The plan shall be approved by the County Contract Administrator before the Notice-To-Proceed is issued by the County.

H) The Contractor shall directly employ a state-licensed firearms training instructor before the issuance of Notice-To-Proceed by the County. Proof of employment, and all licenses and certificates for Firearms Instructor shall be submitted to the County.

5. LOCATION OF REQUIRED SERVICES

Sector 1D: Bounded on North by the South side of Flagler Street **(EXCLUDING 140 WEST FLAGLER BUILDING)**, extending South to the North side of SW 64th Street, East and West to the Miami-Dade County limits. This Sector includes the following:

Total number of Facilities:	Nineteen (19)
Level 1 Officers:	1,745.5 Hours or approximately forty-four (44) Officers
Level 2 Officers:	0 Unarmed hours or approximately (0) Officers
Level 2 Officers:	1,006.0 Armed hours or approximately twenty-five (25) Officers
Level 3 Officers:	61.0 Armed hours or approximately two (02) Officers
Vehicle:	134.5 Hours totaling one (01) vehicle
Golf Cart:	168.0 Hours totaling one (01) Golf Carts
Radios:	28

All current/future Miami-Dade Housing Agency facilities/buildings that fall/may fall in the geographic boundaries of Sector 1D are/will be excluded from this Sector.

6. REQUIREMENTS AND SERVICES

6.1 PERSONNEL REQUIREMENTS

All licenses and other personnel requirements shall be maintained throughout the term of the Contract and any extensions or renewals thereof. The County may request the Contractor to provide officers/supervisors or other classifications of personnel. The licensing requirements, qualifications, tasks, hourly rates and wages for these additional classifications will be determined at a later date.

A) PROJECT MANAGER

The Project Managers shall meet the following requirements:

i) Shall have a valid "MB" / "M" (Manager of a Security Agency) State License from the Florida Department of State, and shall maintain this license at all times while providing service to the County under the Contract.

ii) Shall have a high school diploma or a GED **and** shall have a minimum of four (4) years of experience in the management and operation of security or police services within the past five (5) years or

Shall have a bachelors degree **and** two (2) years of experience in the management and operation of security or police services within past three (3) years.

High school diploma, GED and bachelors degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED and Bachelors degree.

iii. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iv. Shall be at least 21 years of age

v. Shall pass a urinalysis test showing abstinence from drug/illegal substance use, except prescribed medications

vi. Be able to communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, Project Manager shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

vii. Criminal Background Checks: The Project Manager shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. They shall also pass the FDLE and National background check.

B) CONTRACTOR FIELD SUPERVISOR

Contract Field Supervisors employed by the Contractor shall meet the following requirements:

i. Shall have a valid Class "D", Security Officer, license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under the Contract.

ii. Shall have a valid Firearms ("G") license from the Florida Department of State.

iii. Shall have a high school diploma or a GED and minimum three (3) years of experience as a police officer / Minimum three (3) years of experience as a military police officer / Minimum three (3) years of experience a correctional officer (sworn with powers of arrest) / Minimum six (6) years of experience as a career military or

Accredited Bachelors degree and/or its equivalent in credit hours

High school diploma, GED and bachelors degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED and Bachelors degree.

iv. Shall have at least one (1) year of experience as a Supervisor of Contract Security personnel or
One (1) year of experience as a Level III Security Officer under Miami-Dade County Contract

v. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

vi. Shall have a valid State of Florida Driver's license

vii. Shall be at least 21 years of age

viii. Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

ix) Be able to Communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, Contractor Field Supervisor shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

x) Criminal Background Checks: All Contractor Field Supervisors shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. They shall also pass the FDLE and National background check.

C) SITE SUPERVISOR

The Contractor shall provide a Site Supervisor when required by the County. All Site Supervisors employed by the Contractor to provide services to the County are required to meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Contract Administrator or designee. All Site Supervisors shall meet the following requirements:

i) Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under the Contract.

ii) Valid firearms class "G" (when applicable) license issue by the Florida Department of State, pursuant to Florida Statute 493

iii) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iv) Shall have a valid State of Florida Driver's license (Required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

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v) Shall be at least 21 years of age.

vi) Shall have a high school diploma or a GED. High school diploma or GED shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED;

vii) One (1) year of supervisory experience or six (6) months experience working on the County's Security Services contract

viii) Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

ix) Able to communicate (oral and written) in English: Security work often deals with life/safety issues; therefore, all supervisors shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

x) Criminal Background Checks: All Site Supervisors shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. All Site Supervisors shall also pass the FDLE and National background check.

The candidate for this position shall be approved by the County Contract Administrator of designee.

D. SECURITY OFFICERS

All levels of Security Officers employed by the Contractor to provide services to the County shall meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Contract Administrator or designee. The County reserves the right to interview and approve any personnel during the contract term and any extensions or renewals thereof. All level of Security Officers shall meet the following requirements:

i) Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All officers shall maintain this license at all times while providing service to the County under the Contract.

ii) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and

Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iii) Shall have a valid State of Florida Driver's license (Required if Security Officer is assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

iv) Shall be at least 21 years of age.

iii) Shall have a high school diploma or a GED. High school diploma or GED shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED;

iv) Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

vii) Be able to Communicate in English: Security work often deals with life/safety issues; therefore, all security officers shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

viii) Criminal Background Checks: All security officers shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. All security officers shall also pass the FDLE and National background check.

All levels of officers shall meet all the qualifications specified above and the specific qualifications for each level as specified below.

i. Level I

This is the lowest classification of unarmed Security Officers.

a) Minimum one (1) year of experience as a licensed Security Officer or Minimum one (1) year management/supervisory experience or one (1) year of accredited college course of study and/or its equivalent in credit hours

ii. Level II

This is the intermediate classification of Security Officer. This may be an armed or unarmed position. Minimum requirements for Level II officers are:

a) Valid Firearms ("G") license (when applicable)

b) Prior military experience or
Prior correctional officer or
Prior police officer or
Police or correctional academy graduate or
Accredited associates degree and/or its equivalent in credit hours

If a Security Officer meets all the requirements as specified in Section 6.1(D) and has graduated from police or corrections academy (or has up to three years of experience as a police/correctional/military officer), he/she qualifies for Level II Security Officer position. If the Security Officer meets all the requirements as specified in Section 6.1 (D) and has minimum of three or more years of experience as a police/military/correctional officer (See Section 6.1 (D) (Level III) (b)), he/she qualifies for Level III Security Officer position.

iii. Level III

This is the highest classification of Security Officer. The minimum requirements for Level III are:

a) Valid Firearms ("G") license

b) Minimum three (3) years of experience as a police officer or
Minimum three (3) years of experience as a military police officer or
Minimum three (3) years of experience a correctional officer (sworn with powers of arrest) or
Minimum six (6) years of experience as a career military or
Accredited Bachelors degree and/or its equivalent in credit hours

NOTE: All required experience shall be from within the United States or its territories. All experience shall be fully and readily verifiable. Applicants with military service shall supply a copy of the DD-214L form and have received an Honorable Discharge from duty in order to be accepted.

E. ALL PERSONNEL

All personnel employed by the Contractor shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by the Florida State Statute. This includes a company issued photo I.D. card. All of the above are to be conspicuously displayed at all times while on duty. The Contractor shall provide in all instances radio equipped, uniformed Security Officers, and armed if requested, to provide Security service at designated locations. The number of personnel and hours of service required will be specified by Miami-Dade County, to the Contractor.

Required Documentation

All personnel providing services to the County, shall display on their uniform as required and keep current, all appropriate cards, certificates, and licenses, as follows:

	Security Officer/Site Supervisor	Contractor Field Supervisor
State of Florida "D" Security Officer License	Yes	Yes
State of Florida "G" Firearms License	*Yes	Yes
State of Florida Driver's License	**Yes	Yes

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Company-issued Photo ID Card	Yes	Yes

* Only required if assigned to armed post
** Only required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

Personnel may not be employed by the Contractor to provide services to the County if he/she currently or in the past has:

a. Any Felony, Sexual or Domestic Violence conviction.
b. Discharged from the Military under any conditions other than Honorable.
c. Any history of irresponsible behavior (only if assigned to a vehicular patrol), including but not limited to an unreasonable driving record, or a problem employment record as determined by the County Contract Administrator or designee.
d. Any criminal activity listed in 49 US Code of Federal Regulations (CFR) section 1542.209, *Disqualifying Criminal Offenses* and 19 CFR 122.183, *Denial of Access*, for assignments involving Aviation Department properties.

The work performed on the Contract requires frequent and prolonged walking and standing. Occasionally, Security Officers may be required to subdue violent people. Physical stamina is a basic requirement of this position. Any individual, who cannot meet the physical requirements of the position, including inability discovered through the job performance, will not be qualified to work under the Contract.

In addition all personnel shall possess good human relations skills.

6.2 SPECIFIC TASKS & RESPONSIBILITIES

The tasks, responsibilities or requirements outlined below are specific, but will vary from facility to facility. The tasks expected by the County shall be performed by personnel employed to provide services to the County, and include, but are not limited to, the following:

A) Project Manager:

The Contractor shall provide a full-time Project Manager for the Sector to provide services to the County. The Project Manager shall be interviewed and approved by the County Contract Administrator prior to providing services to the County. This individual will supervise all contract operations and coordinate reports, Security Officer assignments, and time sheets with the County. The Contractor shall provide a local telephone and cellular number or numbers (i.e. within Miami-Dade County) where the Project Manager (or identified alternate) may be reached 24 hours per day, 7 days per week, on a year-round basis. An answering service or machine is not acceptable. The Project Manager shall provide overall management and coordination of the Contract and shall act as the primary point of contact with the County. The Project Manager or alternate shall have full authority to act for the Contractor on all matters related to the daily operations.

The County may require the Project Manager to be available full time in the County office, to be provided by the County, for purposes of this Contract.

Tasks:

i. Maintain Quality Assurance Plan as specified in Section 6.22

ii. Report to the County Contract Administrator on an "As needed" basis or when requested by the County Contract Administrator or designee

iii. Respond to verbal/written notifications of Contract violations as specified by the County Contract Administrator or designee

iv. Ensure that all personnel are properly trained prior to being assigned to a facility/post

v. Meet with County Contract Administrator or designee on a monthly basis or as requested by the County

vi. Act on behalf of the Contractor on all matters related to the Contract

vii. Ensure that there is sufficient cross-trained staff for backups and replacement

viii. Be knowledgeable and adhere to contractual standards and procedures regarding weapon safety

ix. Respond to requests within thirty (30) minutes via telephone contact or meeting as specified by the County

B) Contractor Field Supervisor:

The Contractor shall provide active, on-duty supervision for every shift covered by the Contractor on a 24-hour per day, year-round basis. These Field Supervisors shall be uniformed, armed, and equipped with marked vehicles. The Field Supervisors shall have no duties other than the inspection, supervision, and training of personnel assigned to provide services to the County. The Field Supervisors shall conduct inspections in the field on all shifts, answer questions, resolve problems, respond to emergencies, and otherwise complete tasks as identified in this Contract. The level of supervision provided by the Contractor shall be a minimum of two (2) Contractor Field Supervisors for the Sector for each shift.

While conducting such inspections, Field Supervisors shall record such visits and any deficiencies found during inspections in the site logbook and in the form of an incident report. During any of the above listed shifts, upon the Field Supervisor completing the minimum required post inspections, he/she shall remain in the Contractor's assigned Sector for the remainder and continuously patrol and complete additional post inspections. In any case that a Field Supervisor is unable to complete the minimum post inspections, a verbal notification shall be provided to the Security Operations Center before the end of the shift. Additionally, written notification shall be provided to the County Contract Administrator or designee within 24 hours. In the event that the County Contract Administrator or designee determines that the level of supervision provided by the Contractor is deemed insufficient to effectively manage the personnel, the County Contract Administrator or designee and the Contractor shall meet to discuss the Contractor's supervision plan and what the Contractor shall do to improve its performance level. Such actions may include the Contractor providing additional Field Supervisors and/or increasing the number of required post inspections per shift.

Tasks:

i. Respond to on-site emergencies or to requests from GSA Security Management within thirty (30) minutes of occurrence/request

ii. Conduct on-site inspections, answers questions, and offers advice on a 24-hour per day basis

iii. Provide technical and administrative advice on each shift

iv. Assure proper assignment coverage. If a post cannot be covered, the Contractor shall

immediately notify GSA Security Management

v. Provide training to each Security Officer until assignment is fully understood and prior to placing that individual on the assignment

vi. Provide directions, follow-up training, and instructions to post and/or patrolling Security Officers by making rounds and observing Security Officers in the performance of their duty for each shift

vii. Call attention of subordinates to any deviations from acceptable practices and procedures, instructs Security Officers of proper methods, and explains conditions under which deviations are permissible. All deviations shall be referred to the Project Manager. In addition, said deviations and corrective action taken are to be recorded in post logbook

viii. Respond to requests of subordinates for assistance

ix. Exercise leadership ability

x. Maintain good personal and uniform appearance

xi. Update and explain post procedures

xii. Has working knowledge of radio procedures and codes, and be able to train Security Officers in same

xiii. Drive a marked motor vehicle as required

xiv. Conduct investigations

xv. Complete all necessary reports specified in this Contract, forwarding originals to GSA Security Management. Reviews, corrects, and approves subordinates' reports

xvi. Has knowledge of local jurisdictions and whom to call when incidents occur

xvii. Maintais facility logbooks at each facility

xviii. Ensure that employees do not disturb property and papers on desks, open desk drawers or cabinets, or use County telephones, except as authorized or enter any office without prior authorization, except in an emergency situation. If such an entry is made a report shall be generated

xix. Remian properly equipped, in proper uniform, provide temporary coverage of vacant posts for absent Security Officers or as required by the County

xx. Shall carry an approved firearm and ammunition at all times while on duty

xxi. Ensure that posted and/or patrolling Security Officers have materials, uniforms, and equipment sufficient to perform required duties and that these meet contractual standards for completeness, condition, and appearance

xxii. Be knowledgeable and adheres to contractual standards and procedures regarding weapon safety

xxiii. Has a working knowledge of each assignment covered by the Contractor

Note: **The Project Manager and Contractor Field Supervisor are two separate functions and shall not to be combined.**

C) Site Supervisors

The tasks for the Site Supervisors will be determined at a later date depending upon the facility. The tasks shall be approved by the County Contract Administrator or designee.

D) Security Officer

Tasks:

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i. Report to work on time and remain on assigned duties until relieved as required

ii. Maintain good personal and uniform appearance and be courteous to the public and the County personnel at all times. Uniforms shall be clean and pressed and include the name tags

iii. Cover an assignment at a fixed post or patrols an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property

iv. Intervene to terminate injurious acts and detains individuals for further investigation or arrest where circumstances and conditions warrant as stated in the State of Florida Security Officer's Handbook (FSS Chapter 493)

v. Communicate effectively with the public and the County personnel and directs visitors to personnel and services within the facility

vi. Ensure that Lost and Found functions are conducted only by the County personnel

vii. Conduct patrols in accordance with routes and schedules established in the Post Orders. Where installed and in working order, the watchman reporting systems shall be used by uniformed personnel to record their presence at the designated posts

viii. Raise and lower flags at designated times (where applicable)

ix. Refuse acceptance of any mail or packages without written authorization from the Building Manager/Facility Contact

x. Lock and unlock gates and doors at designated times

xi. Turn lighting on and off as required

xii. Ensure that only authorized personnel are permitted access to closed or restricted facilities. Positive photo identification shall be presented. The Security Officer shall verify the picture on the I.D. is the same as the person presenting it.

xiii. Respond to reports of sick or injured persons, and then notifies supervisor, appropriate authorities (e.g., 911, Facility Manager, Supervisors and Security Management.)

xiv. Report safety hazards, malfunctioning equipment, spills, and other such matters to appropriate Facility Contact person. Any such incident will require a Logbook entry be made

xv. Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment as required

xvi. Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations; evaluates situations encountered and takes action as prescribed in Post Orders and/or facility/building self-protection plans

xvii. Investigate questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts, and notifies authorities if warranted

xviii. Operate a marked motor vehicle where required

xix. Maintain order and uses good judgment and discretion in handling unruly or trespassing public

xx. Maintain daily logs and writes daily reports, incident reports, and non-employee injury reports. Incident reports shall be on a pre-approved County form

xxi. Provide escort services to County employee's and visitors as required for (Domestic Violence related cases escorts are not provided, Law Enforcement should be notified.)

xxii. Maintain a professional atmosphere within areas of assignment

xxiii. Shall not read newspapers, magazines, religious materials or any other non-work

related items while providing services to the County. In addition newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each officer to ensure at the start of each shift that this policy is followed. (e.g., they need to be sure that there are no newspapers, unauthorized reading materials, Televisions, Radios, CD or MP-3 players or any other unauthorized items in the area of the post) because officers will be held responsible and Liquidated Damages will be assessed.

xxiv. Shall not use County telephones for calls of a personal nature without prior approval of the Building Manager or Facility Contact in each instance. Personnel cellular telephones should not be used on post except for emergency calls only these calls should be of short duration. If it is found that Security Officers are using personal cellular phones, officers will not be allowed to bring in their phones on the post.

6.3 SPECIAL EQUIPMENT

(A) The Contractor may be required to provide licensed and insured motor vehicles, off-street motorized carts, and bicycles at an additional cost. Such posts or duty assignments shall be requested as needed and, where appropriate, the Contractor shall receive additional compensation. The Contractor shall comply with insurance requirements as specified in Article 10 of the Contract and the insurance shall be sufficient to cover all operations and use of such equipment.

(B) The Contractor may also be required by the County Contract Administrator to provide Security Officers equipped with specialized equipment including, but not limited to, Revolvers, Hand Wands at no additional cost to the County.

6.4 CHANGES IN ASSIGNMENT

The County Contract Administrator or designee may, at anytime, by written or verbal instruction, make changes to existing service. These changes may include but not limited to scheduling changes, increases or decreases in the hours or type of services, and modifications in special equipment requirements. Should the change require the institution of Electronic Screening services at a Tier 1 facility that did not previously require such services, and for which the Electronic Screening is required on a more or less permanent basis–as determined by the County Contract Administrator or designee–then that facility will be removed from the Tier 1 Sector to which it is assigned, and reassigned to the Tier 2/3 Sectors providing service to that area. Likewise, should Screening services be removed from a facility, that facility will be reassigned from the designated Tier 2/3 Sectors to the appropriate Tier 1 Sector.

6.5 NOTICE OF EXTENDED HOURS/NEW ASSIGNMENTS (OVERTIME)

Changes are frequent in Security Officer coverage's, both in hours of duty and at new locations. The County will attempt to give the Contractor twelve (12) hours of notice for new assignments. If it is not possible to give 12 hours of advance notice, the County will pay overtime coverage (1½ times the normal billing rate) for the first twenty-four (24) hours of the new assignment. In consideration of this overtime coverage, the Contractor shall provide a Security Officer within four (4) hours notice. Failure to provide services may result in Liquidated Damages and/or a Contractor Non-Performance.

6.6 INABILITY TO PROVIDE ADDITIONAL REQUESTED SERVICE

The Contractor shall provide additional services when requested, however if the Contractor is unable to provide these services requested, then the Contractor shall notify the County verbally immediately

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and in writing (within 24 hours of request) with a detailed explanation for inability of the requested services. If the Contractor refuses to accept the additional requested services the Contractor may forfeit its rights to be awarded additional services under this Contract at the discretion of the County Contract Administrator or designee. The County, at the County's sole discretion, may award the new assignment to another Contractor providing similar services to the County. Upon placement of such an assignment (working out of awarded Sector) the Contractor who is placed out of Sector may continue, at the County's discretion, to provide the requested service on a permanent basis, unless removed by the County Contract Administrator or designee.

6.7 LIMITATION ON EMPLOYEE-HOURS AND ASSIGNMENTS

No employee of the Contractor assigned to the Contract shall provide more than twelve (12) hours of service, including all break periods, on one or more Contracts administered by GSA Security Management in twenty-four (24) hour period, unless the work periods are separated by an eight (8) hours non-duty period. This limitation may be waived by the County Contract Administrator and in emergency situations that are beyond the control of the Contractor, (e.g., weather conditions, civil disturbances, natural disasters, etc.) preventing the next shift from getting to the post. Each occurrence will require an individual waiver provided by the County Contract Administrator or designee.

6.8 POST ORDERS

Post Orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Officers of the Contractor employed under this Contract shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Post Orders define the basic work to be performed by Security Officers at the facility. The County will provide generic Post Orders to the Contractor. The Contractor shall meet with Building Manager or Facility Contact to develop site specific Post Orders. These site specific Post Orders shall be approved by Building Manager/Facility Contact and GSA Security Management before the Contract start date. Once established, the Contractor shall assure that yearly updated copies are available for the duration of Contract including any extensions or renewals thereof. The Contractor shall check each post quarterly for updated Post Orders. Failure in this area may result in a Liquidated Damage and/or Contractor Non-Performance. Post Orders may include, but are not limited to, the following:

A) Facility/Building information (e.g., operating hours, chain of command)

B) Building rules and regulations

C) Operation of equipment

D) Roving patrol routes, schedules, and duties

E) Vehicular traffic control

F) Access control procedures

G) Emergency response procedures

H) Security and fire control/alarm systems

I) Hazardous conditions, inspection/reporting

J) Response to emergencies, (e.g., fires, injury, or illness, etc.)

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K) Procedures for raising, lowering, and half-mast U.S. and other flags

L) Safeguarding persons and property

M) Minimum number of hours for site orientation training

NOTE: The Contractor shall emphasize to its personnel, assigned to provide service to the County, that general orders to "Protect County Personnel and Property" supersede all Post Orders.

6.9 RELIEF/BREAK PERIODS

Security Officers shall not leave the assigned posts at the end of a shift until relieved by duty personnel assigned to the following shift, if such a shift is scheduled, or unless specifically authorized by County Contract Administrator or designee. The Contractor shall provide breaks as required by Federal and Florida State law. The employees who are on a break period shall remain at their assigned post unless relieved by a properly trained relief. Any violations of this procedure may result in removal of the employee from working on the Contract and/or may result in Liquidated Damages.

6.10 EMERGENCIES

The Security Officers may be diverted by the County Contract Administrator or designee from their normal assignment to meet emergency situations, special duty assignments or increases in Federal Maritime Security (MARSEC Levels). When the personnel diverted are no longer needed for the special work assignments, they shall return to their normal assignments. No additional cost shall be charged to Miami-Dade County for such diversion, and the Contractor shall not be penalized for the normal daily work not completed due to the emergency. Incidents of this nature shall be reported in accordance with procedures outlined in the facility Post Orders.

6.11 ADHERENCE TO LAW

The Contractor shall adhere to all Federal, State, and Local laws that apply to the provisions of Security Officers services under the Contract, as well as those laws that regulate the general public. This shall include, but not be limited to, compliance with Federal Tax laws (e.g. payment of Federal Withholding Taxes) State of Florida Unemployment Taxes, Worker's Compensation, Federal Wage and Hour regulations, Living Wage Ordinance and other applicable Laws and Regulations. Failure to comply will result in Non-performance and/or removal from the Contract.

A) If a Security Officer, Supervisor, Contractor Field Supervisor, Project Manager or other Principal of the Contractor is arrested, GSA Security Management shall be notified within twenty-four (24) hours of the arrest. Failure to follow this procedure will result in Liquidated Damages as stated in Section 6.23 (A) (iii) (b). Proper notification will consist of the following:

   i. Phone call to the County Contract Administrator; if not available, then to Security Operations Center

   ii. Followed by a fax sent to the County Contract Administrator

   iii. Followed by a fax to the Security Operations Center

B) If said person is a Security Officer, Site Supervisor, Field Supervisor or Project Manager, then they will be removed immediately from the Contract, until reinstatement has been approved by the County Contract Administrator or designee.

C) It is the Contractor's responsibility to make certain that all of its personnel are aware of

this provision and take the necessary steps to ensure compliance.

6.12 POLYGRAPH EXAMINATION

The County reserves the right to require any of the Contractor's personnel to submit to a polygraph examination as deemed necessary by the County Contract Administrator or designee. The Contractor shall pay the costs for the examination. If the employee refuses to submit to the examination or fails the examination, the employee shall not provide service to the County under the Contract. All employees involved in an investigation shall complete a polygraph examination, upon request, as soon as possible but no later than five (5) working days from the date of request. The Polygraph Examiner shall be approved by the County Contract Administrator or designee.

6.13 SECURITY OFFICER ROTATION

The County reserves the right, at the discretion of the County Contract Administrator or designee, to transfer personnel of the Contractor working on the Contract, as well as rotate specific hours or location of Security personnel at a time interval specified by the County.

6.14 REMOVAL OR APPROVAL FOR CONTRACT

The County reserves the right to interview any prospective employee of the Contractor before that person is assigned to a County post. The County may reject any proposed Officer/Supervisor/Contractor Field Supervisor as deemed in the County's best interest. The County reserves the right to have the Contractor relieve any employee of the Contractor from a duty assignment, and/or bar the employee from further service under the Contract at the discretion of the County Contract Administrator or designee.

6.15 PROGRESS MEETINGS

The County may hold mandatory meetings, at the discretion of the County Contract Administrator or designee, for the purpose of discussing issues relevant to the performance and/or administration of the services provided by the Contractor. The County Contract Administrator or designee reserves the right to call meetings at any time during the Contractual period by notifying Contractor. The Contractor's Project Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Contract Administrator or designee unless specifically waived by the County Contract Administrator or designee.

6.16 TRAINING REQUIREMENTS

The County will reimburse the Contractor at an hourly rate equal to the current Living Wage for all trainings **mandated by the County Contract Administrator or designee**. The County may chose not to reimburse, at the County's sole discretion, if employee turnover rate for the Contractor is high. The Contractor shall pay its personnel a minimum of current living wage, as established by living wage ordinance, during all trainings mandated by the County Contract Administrator or designee.

A) Employee Orientation Training

Miami Dade County will administer a mandatory Employee Orientation Program for Contractor's personnel assigned to the Contract. Said Employee Orientation Training length and content will be solely determined by the County Contract Administrator or designee.

Upon completion of Employee Orientation Training, the Contractor shall submit invoices for all personnel, who attended said training, as specified in Section 8 (i).

B) Site Orientation Training for Security Officers

The Contractor shall provide a mandatory site orientation training to all security officers as specified in site specific post orders. Said training shall be conducted by a Contractor's Project Manager, Contractor Field Supervisor or Site Supervisor. Trainees shall not to be in an "active duty" status and may not be placed on duty at that site until said training has been completed. This training shall be conducted at each individual site to which the Security Officer is assigned. The measure of success for the training will be the effectiveness with which the trained employee is able to perform post duties. The County shall be the sole assessor of the effectiveness of the training. The Site Orientation Training shall consist of the following:

i) General and specific orders for the facility
ii) Policy and specific procedures for responding to emergency alarms, bomb threats, or incendiary devices etc in the facility
iii) Procedures for access control and operation of the security system within the facility
iv) Procedures for operation of the fire alarms, fire control system, and fire-fighting equipment

C) Job Enrichment Training

The County reserves the right to mandate job enrichment training for some or all employees of the Contractor. The training curriculum and length shall be determined by the County at a later date.

D) Advancement Training

Personnel may become eligible for the next level of security officer by successfully completing a comprehensive security officer course of study. The course curriculum and length shall be determined by the County at a later date. Subsequent to the successful completion of the required courses, said security personnel shall appear before an oral evaluation board as prescribed by and at the sole discretion of the County. All related cost for the training shall be the responsibility of the Contractor and shall not be passed on to the employee. **The County will not reimburse Contractor for advancement training.**

E) Evaluation of Training

The County Contract Administrator or designee will evaluate the quality and completeness of training provided by the Contractor to all personnel. Evaluations will include, but not be limited to, reviews of techniques and methods of instruction, quality of instructors, motivation, adequacy of classroom and supportive adjunct training materials, test content, and individual Security Officers' retentiveness. The County Contract Administrator or designee reserves the right to create, revise or mandate all training provided to personnel assigned to the County. Any changes to the training provided by the Contractor shall be reviewed and approved by the County.

All formal training shall be administered (e.g., taught, presented) by persons who have been

expressly approved on an individual basis by the County Contract Administrator, or designee. All classroom instructors shall be appropriately certified and licensed by an accredited licensed institution of learning or governmental educational certification body, or by documentation that the individual has sufficient experience with the subject matter to instruct students in an authoritative, practical, and current manner. Resumes for potential instructors shall be submitted to the Miami-Dade County prior to the start of training for approval.

The Contractor shall provide a copy of the proposed course of instruction with all materials for review and approval to the County Contract Administrator or designee before Contract start date. Representatives of the County Contract Administrator may visit training classes without notice to monitor the training.

F) Firearms Training

The Contractor shall employ a state-licensed firearms training instructor to develop and maintain an ongoing firearms program to meet or exceed the required State of Florida licensing statutes and standards. Contracted instructors will not meet this requirement; this instructor shall be directly employed by the Contractor.

G) Training for Contractor Field Supervisors

i) In compliance with all other Contract stipulations requiring that a Contractor Field Security Supervisor be fully qualified and capable of staffing a post the said Field Supervisors shall have met or will meet all Basic Instructional Training requirements prior to providing service to the County.

ii) Contractor Field Supervisors shall be provided sufficient on-site post instruction and provide Site Orientation Training (SOT) to Security Officers assigned to posts within the supervisor's span of control or shift of duty.

iii) In addition to the above base requirements for training, the Contractor shall provide to all Field Supervisors a minimum of eight (8) hours total of classroom instruction in the development of management and supervisory skills, as outlined below. The classroom instruction component shall include a fifty (50) question test, and shall require a minimum passing score of 75%:

- Supervisory responsibilities
- Training skill development
- Leadership development
- Authority and control
- Effective communication
- Handling complaints and grievances
- Management skills for supervisory personnel
- Time management
- Motivation
- Ethic
- GSA Security Management/Contract Supervisors relationship

The County may, at the sole discretion of the County Contract Administrator, administer training or testing of personnel assigned to the Contract.

6.17 LOCAL MANAGEMENT OFFICE

The Contractor shall have a local management office in Miami-Dade County. The County reserves the right to inspect the office at any time. All records pertinent to administration and management of the Contract shall be maintained at local office and are subject to inspection by the County at any time.

The Contractor shall maintain, at a minimum, the following documents at the local management office:

A) Financial records: invoices, employee payroll and other associated backup documentation

B) FCC License

C) Log Books

D) Incident Reports

E) Quality Assurance Plan

F) Employee Personnel File
Required documents shall be placed under the same section/tabs in each employee's file. False statements or falsification of any of the documents required by the County will result in Liquidated Damages and/or filing of a Non-Performance. The Contractor shall maintain a copy of all disciplinary actions taken by the Contractor against its personnel, assigned to provide services to the County, for all infractions committed under the contract. A copy of said violations shall be placed into the employees personnel file. These files shall contain copies of but not limited to the following documents:

i) FDLE and National Criminal background check which shall be updated on a yearly basis
ii) Medical examination, including drug test results, which shall be updated, on a yearly basis and psychological results
iii) Training test results along with a copy of their test
iv) Proof of education and experience
v) State Security Officer licenses "D", "G" and "DI" as applicable
vi) Employment application and verifications of prior employment
vii) Polygraph examinations reports, as applicable
viii) Proof of certification for Law Enforcement experience
ix) A copy of DD-214 Long form for Military and Coast Guard experience
x) A copy of a valid State of Florida Drivers license
xi) A copy of a five (05) year Drivers history
xii) Proof of Citizenship, Resident Alien card or Work Permit

6.18 CONTRACTOR-FURNISHED ITEMS

Working Materials
The Contractor shall provide all working materials necessary for proper performance including, but not limited to, items such as bound log books, with preprinted consecutive numbered and lined pages, notebooks, pens, and pencils. The Contractor, at no additional charge to the County, shall supply these materials, unless otherwise specified by the County Contract Administrator or designee.

6.19 COMMUNICATION SYSTEM

A) Handheld Radios

Two-way handheld radios, licensed for use by the FCC, shall be provided by Contractor to on-duty personnel. In addition, one (1) radio shall be issued by the Contractor to the Security Operations Center (SOC) and additional radios may be requested, at no additional charge, at the discretion of the County Contract Administrator.

B) Central Dispatch Center

Please refer to Section 2 (B).

The Central Dispatch Center shall have a back-up electrical generator power capacity to ensure essential operational functions as to sustain communications with the Security Officers and the County.

The Dispatch Center shall be staffed by experienced personnel twenty-four (24) hours a day, seven (7) days a week. Contractor's personnel available at the Central Dispatch Center shall have the ability and authority to take immediate action on behalf of the Contractor, as required. This station shall have a complete roster of all Security Officers assigned to County posts and hours to be worked. They shall also be able to make contact with Contractor's management twenty-four (24) hours a day, seven (7) days a week. Failure to comply with any of these requirements constitutes a material breach of the Contract, and may result in Liquidated Damages and/or a Non-Performance as specified in Section 6.23. Contractor's dispatch center is subject to unannounced inspections by the County at anytime.

C) System Quality

Radio communications among system users (e.g., all County and Contractor personnel) shall be strong and clear at all times ("five by five"), both transmitting and receiving. The Contractor shall provide and maintain required system quality, as follows:

i. Contractor shall use a network of repeaters of sufficient strength and capacity to service all facilities/buildings included in the Contractor.

ii. The Contractor shall ensure that the speed and quality of radio communications is not detrimentally impacted by on-air congestion. The Contractor should select a channel, i.e. frequency that is not overloaded with non-Contract users.

iii. The Contractor shall implement a program of maintenance and repair for all equipment to be used in providing services to the County. Such a program shall ensure the optimum performance of all equipment at all times, thereby allowing the system to meet the service requirements and quality standard specified in the Contract.

iv. The Contractor shall have a sufficient number of spare radios, chargers and charged batteries in stock to provide for those that are inoperative in the field or in the repair shop. Malfunctioning radios shall be replaced within four (4) hours.

v. The Contractor shall ensure that all radio equipment has sufficient operating power

at all times during a tour of duty. It may be necessary for the Contractor to implement a system by which fresh batteries, or charger radios, are delivered to the posts in order to meet this requirement. Wherever possible, the County may provide safe storage and electric power (for charging).

D) County Evaluation of Communications System

The County reserves the right to evaluate the Communication System at any time during the term of the Contract including any extensions or renewal thereof. Should there be a deterioration of performance during the term of the Contract, and the Contractor is unable or unwilling to make necessary improvements, the County may terminate the Contract. The County shall be the sole judge of the adequacy of radio communications.

6.20 UNIFORMS AND EQUIPMENT

A) Requirements

The Contractor shall ensure that, at all times while in uniform, all personnel shall be fully equipped and wear complete County-approved uniforms including uniform jackets with required patches that are sewn on and name tags. All personnel shall wear uniforms whose color and style have been approved in advance by the County Contract Administrator. All personnel providing service to the County may be required to wear the same color and style of uniform, distinguished only by Contractor's identification patches (see below). Uniforms do not have to be new, but shall be in good condition and meet contractual standards. Said uniforms shall consist of the following items:

i) **Standard Uniform for all levels of Security Officers, Contractor Field Supervisor and Site Supervisor** shall include:

a) Trousers, all-season weight

b) Shirt/blouse, short or long sleeve

c) Belt – solid black

d) Duty Belt (Mixson style)

e) Socks – solid black

f) Shoes – solid black Patent Leather or Corofram, no high heels, no platform shoes and no sneakers or tennis shoes.

g) Shoulder patches to indicate the name of the Contractor shall be sewn on and worn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor shall be worn or displayed on the uniform except hat.

h) Nametags to be worn over the right shirt pocket

i) Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with Contractor's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the Contractor along with company patch sewn to the jacket

j) All personnel shall wear clean, pressed uniforms at all times while on duty at a County Post.

ii) **Specialized Uniforms** may be worn at certain sites/posts with prior approval of the County Contract Administrator or designee, and may include the following:

a) Polo style shirt with long pants

b) Polo style shirts with shorts, solid black sneakers or boots (High Tech type, Bike Patrol uniform) baseball cap with company logo on the front

c) Overall, Coveralls (Jumpsuits)

d) Company photo I.D. badge to be worn on uniform shirt in plain view at all times while on duty

e) Jackets worn during cold weather are to be issued by company along with company patch.

f) Long sleeve shirts with neckties

g) Blazers or Suit Jackets with company logo (Court Security Officer)

iii) **Personnel Equipment for Security Officers**

Except as specifically noted, or provided for the Contract, Security Officers shall be equipped at all times while on duty with the following items:

a) Handcuffs and Key

b) Flashlight; heavy-duty (2 or more D-cells)

c) Two-way radio, licensed for use by the Federal Communications Commission (FCC) and meeting all requirements as specified in Section 6.19.

d) In addition to the above, armed Security Officers shall be equipped with a .38 special 4" barrel revolver or 9mm semiautomatic pistol of a reputable manufacturer (e.g., Smith & Wesson, Colt, Ruger or Taurus), and ammunition that meets State statutes. The Security Officer shall also be issued an ammunition pouch and a minimum of eighteen (18) or fifteen (15) rounds according to the weapon's ammunition capacity. The Security Officer shall utilize a weapons triple retention holster compatible with the firearm, uniform and other equipment. The holster shall be worn on the duty belt. All armed security personnel shall be provided training for triple retention holster.

e) Mace in accordance with State statutes and officer shall be certified as per Florida State Statues

f) Expandable Baton (e.g.-ASP) in accordance with Florida Statutes and officer shall be certified as per Florida State Statutes

All personnel shall not carry any unauthorized equipment such as chemical agents, concealed weapons, personal radios, or other items not approved by the County Contract Administrator or not included in the Contract.

iv) **Vehicular Equipment**

Security Officers may be required by the County to operate licensed and insured marked motor vehicles in order to supervise different posts, move between assignments, or to conduct vehicular patrols of an area. Likewise, they may be required to operate off-street motorized carts in order to conduct vehicular patrol of an area. Other means of transportation e.g.-boats, bicycles, horse, etc. will be considered on a post-by-post basis for possible use. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor as well as specialized bike training class with a minimum of eight (8) hours. The County

Contract Administrator or designee shall approve vehicle types, color, markings, lights, and other features. Any personnel assigned to a post where he/she will be operating a motorized vehicle to include a golf cart shall have a valid Florida driver's license.

v) **Minimum number of Uniforms and Equipment for Security Officers**

In order to ensure that all on-duty Security Officers are fully equipped and meet contractual standards for neatness and appearance, the Contractor shall issue to each employee, and maintain throughout the term of the Contract, uniforms and equipment in the following minimum numbers as specified below:

a) Trousers, three (3)
b) Shirts/blouses, five (5)
c) One (1) set of all other uniform components as specified
d) Cold weather jacket (1)
e) Raincoat (1)
f) Duty Belt (1)
g) Handcuffs and Key (1)
h) Firearm, if applicable (1)
i) Ammunition Pouch (1)
j) Eighteen (18) or Fifteen (15) rounds of Ammunition, as applicable
k) Mace (1)
l) Expandable baton (1)

B) Radiation Detection Badges

The Contractor shall remain in full compliance throughout the term of the Contract, with all State of Florida Regulations related to the control of radiation, including Radiation Detection badges, as outlined in Chapter 10 D-91 of the Florida Administrative Code.

C) Maintenance Of Uniforms And Equipment

The Contractor shall assure that Security Officers maintain a clean neat, well kept appearance in accordance with the Contractual standards (e.g. pressed uniform, polished shoes, etc.). The Contractor shall maintain and replace uniforms, as necessary. Likewise, all equipment used by the Contractor, provided by either party, shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear which may constitute a hazard to any person on County property.

D) Uniforms Costs

The Contractor shall be responsible for the quantity and quality of uniforms and other required personal equipment used by its personnel in providing services to the County. The Contractor shall provide, at no cost to its personnel, all uniforms and equipment to ensure that contractual standards are met.

6.21 WEAPON SAFETY

The Contractor shall issue to its Security personnel a company issued Firearm. In no circumstance will Officer's personal weapons be acceptable as the Officer's duty weapon in providing service to the

County. The Contractor shall observe the following safeguards regarding the use of firearms at all County facilities/buildings. This includes, but is not limited to, the distribution of the following safeguards to all Security Officers on post and the inclusion of these safeguards in all training courses:

A) Firearms shall not to be removed from their holsters for any reason except to be used in life-threatening situations or for inspection by County Contract Administrator or designee. Gun Belts shall be worn properly at all times except during restroom breaks. Violations of these policies may result in immediate removal from County contract and criminal prosecution, as warranted.

B) At no time will firearms (including gun belts and ammunition) be stored or left unsecured at any County site.

C) Firearms shall not to be cleaned at County facilities at any time.

D) Unauthorized weapons, holsters, and ammunition are expressly prohibited.

E) Armed Security Officers and Supervisors who do not have in their possession a current gun license shall be immediately removed from standing post at the County facility.

F) Loss, theft, use, or misuse of weapons shall be reported immediately to GSA Security Management.

G) Armed Security Officers shall follow guidelines as set forth all in FSS Chapter 493.

6.22 **QUALITY ASSURANCE PLAN**

The Contractor shall establish and maintain a Quality Assurance Plan (QAP) to ensure that all requirements stated in the Contract are met. Changes to this plan during the term of the Contract shall be transmitted to the County Contract Administrator or designee as they are made. The plan shall include, but not be limited to, the following:

A) QAP Contractual Review Plan

The Contractor shall provide for the periodic review of all contractual requirements and services as identified in the Contract and related contractual documents (e.g., Post Orders, Quality Assurance Plan). The plan shall identify the activities to be inspected on both a scheduled and unscheduled basis, how often and in what manner the inspections will be accomplished, and the name and rank of personnel who will perform the inspections.

B) Corrective Action Procedures

The Contractor shall have established procedures to respond to and correct deficiencies in service that may have been identified by the County Contract Administrator or designee. The Contractor will be provided a time frame in which the corrective action shall be completed. If the Contractor is unable to complete the corrective action within the prescribed time allotted by the County Contract Administrator or designee, then the Contractor may submit a written request for an extension of time. Failure to complete any corrective action within the prescribed time on the part of the Contractor will result in Liquidated Damages and/or a Vendor Non-Performance.

6.23 FAILURE TO PERFORM

A) Liquidated Damages

The Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all

contractual requirements or standards. The County, at its sole discretion, will determine the damages arising from such failure. The County Contract Administrator's or designee's assessment of all Liquidated Damages will be final. The County will accomplish this by deducting the amount of the liquidated damages from subsequent payments due for service rendered by the Contractor. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of Liquidated Damages. Subsequent violations will result in a Vendor Non-Performance. Any of these violations may result in Contractor's personnel being removed from the post and/or Contract at the request of the County Contract Administrator or designee.

A written notice of a violation and intent to impose liquidated damages shall be provided to the Contractor in the form of an Infraction Report. Infraction Reports shall be issued to the Contractor promptly by the County Contract Administrator or designee, in order to afford the Contractor time to notify the County of extenuating circumstances.

The 1st infraction may result in Liquidated Damages of $100.00, the 2nd infraction $200.00, the 3rd and subsequent infractions $300.00; (Unless a Special Violation, in which case the 1st infraction will be $500.00, the 2nd infraction $1000.00, 3rd infraction $1500.00). The graduation of Liquidated Damages will occur with the involvement of the same facility, Contractor's personnel and a pattern of the same incidents at multiple posts (e.g. no radios, lack of supervision, etc.). Any violations committed by Contractor's personnel will result in the suspension or removal from duty of said personnel at the discretion of the County Contract Administrator or designee. Violations that may result in the assessment of Liquidated Damages include, but are not limited to, the following;

i) Contract Personnel Violations

- **a.** Late for duty
- **b.** Sleeping on duty
- **c.** Failure to follow post orders
- **d.** Abandoning post
- **e.** Inappropriate Behavior
- **f.** Improper or badly soiled uniform
- **g.** Failure to conspicuously display on person Security officer licenses (D & G), Company ID or Aviation ID card when assigned to airport
- **h.** Failure to make report
- **i.** Improper clock rounds
- **j.** Improper State licensure (e.g. not on person, expired)
- **k.** Improper records, reports or logbook
- **l.** Improper reading materials other than work related (e.g., newspapers and magazines)
- **m.** Improper audio/video devices other than work related
- **n.** Unauthorized visitors on post
- **o.** Not signing in or out in logbook
- **p.** Vehicle irregularities
- **q.** Post opened or closed late
- **r.** Personal phone use
- **s.** Failed to report for duty
- **t.** Health deficiencies

ii) Administrative Violations

- **a.** Improperly or insufficiently equipped

b. No radio or inoperative radio
c. No vehicle or inoperative vehicle
d. No weapon or ammunition violation
e. Inadequate writing skills
f. Inadequate training
g. Lack of contract supervision.
h. Excessive hours on duty (not approved in advance by GSA)
i. Violations of local, State, or Federal laws, Regulations, or Ordinances
j. Failure to provide Security Officers for "special requests" assignment after making commitment
k. Criminal records check not complete/or hired
l. Contractor personnel with criminal records
m. Difficulty in speaking or understanding English, and/or being understood by others
n. Failure to have current Post orders on site
o. Invoicing Discrepancies or Inaccuracies
p. Contract Section Violations

iii) Special Violations

a. Reassignment of any personnel previously suspended or removed from duty by the County
b. Failure to notify the County of an arrest of personnel within time frame as specified in Section 6.11
c. Improper internal employee fines or wage practices
d. False or Misleading Statements by Contract personnel
e. Deduct money from an employee's paycheck as a result of Liquidated Damages

Note: The Contractor shall NOT pass along to its personnel any liquidated damages assessed for infractions on the Contract. Violations will not only result in Liquidated Damages, but constitute a Violation of the Living Wage Ordinance and may be subject to additional punitive action.

B) Non-performance Actions

Continuing patterns of contractual violations, or the commission of an especially egregious violation, may warrant the filing of a Vendor Non-Performance Action by the County Contract Administrator or designee. In such circumstances, the Contractor will receive copies of such actions, and will be given the opportunity to respond, in accordance with County Non-Performance procedures. Upon documentation of Non-Performance Actions, the County Contract Administrator or designee may take actions (beyond the imposition of Liquidated Damages) that may include the following but are not limited to: .

i) Suspension and/or Loss of Post(s)

Repeated violations of any type or a particularly serious violation at the same facility or

facilities may be taken as proof that the Contractor cannot properly handle that location or locations. In such situations, the County Contract Administrator or designee may remove the Contractor from the facility/post and reassign the facility/post to another Contractor assigned, either temporarily (suspension) or permanently. Similarly, new or existing posts may be assigned to a different Sector Contractor in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing Contractor.

ii) Loss of Sector and Debarment

A continuing pattern of frequent and/or egregious violations at multiple facilities, or repeated actions by the County Contract Administrator or designee to suspend and/or remove the Contractor from Sector posts may be taken as proof of a general incompetence on the part of the Contractor to perform in accordance with the contractual requirements. In such circumstances, the Contractor may be placed on contractual probation, removed from the Contract and/or debarred from doing business with the County.

6.24 COURT APPEARANCES

The Contractor's personnel may be required to testify in various judicial proceedings on behalf of the County. These personnel shall coordinate all Contract-related court appearances with the County Contract Administrator or designee when such appearances are required. Any Security Officer required to make a court appearance shall be remunerated by the Contractor at the same hourly rate as would be earned while on duty under the Contract, and the Contractor shall in turn be remunerated by the County at the stipulated billing rate. The Contractor shall invoice for the actual hours the Security Officer spent at court, regardless of whether or not his/her testimony was used and/or provided. (Court delays are common, and multiple appearances by the testifying Officer may be required). A copy of the original subpoena shall be submitted with the invoice. Contract-related Court testimony on behalf of the County shall take priority over all other scheduled duties, and the Contractor shall coordinate with the County Contract Administrator or designee to ensure that this is done with no impact to daily operations. Personnel scheduled to testify on behalf of the County due to their Contract related duties shall appear for court testimony in full uniform, but without weapons/firearms.

6.25 INVOICING DISCREPANCIES

It is the County's intent to ensure that all invoices are processed and paid according to a Contract with the correct hours and rates reflected. It is the Contractor's responsibility to review and ensure that the invoicing submitted to the County accurately reflects the hours worked and applicable billing rates. Any invoices submitted for payment or correction after ninety (90) days from the service date will not be honored; furthermore, the continued submittal of duplicate invoices or previously processed invoices will result in Liquidated Damages and/or a Vendor Non-Performance.

7. REPORTING REQUIREMENTS & PROCEDURES

The Contractor shall comply with the following reporting requirements and procedures:

A) A brief statement of any unusual events shall be written in the post logbook, so the County Contract Administrator or designee can identify the principals later, if a further investigation is needed. All bound logbooks become the property of the County upon its replacement on the post. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The Contractor shall maintain all logbooks during the term of the contract and any renewals or extensions

thereof. Upon expiration of the contract or earlier as required by County Contract Administrator or designee, the Contractor shall deliver all such logbooks to the County at a place to be determined by the County.

B) A copy of all reports shall be furnished to the County Contract Administrator or designee prior to the completion of each shift and a copy to Security Management on all major incidents.

C) An Incident Report shall be completed whenever any unusual event and/or criminal events occurs. Such events include, but are not limited to the following: discharge of firearms, major criminal act or any safety hazards. Officers shall consult Contractor Field Supervisor when in doubt about any reports. If there are any injuries as a result of a firearm discharge 911 is to be called immediately. The Security Operations Center (SOC) 305.375.4500 shall be notified immediately after calling 911. Facility Contact/ Building Managers and Contractor Field Supervisors shall be notified.

D) Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the Security Operations Center (SOC) immediately after the incident occurs, in order to receive a Security Management case number, by calling the Security Operations Center (SOC) at 305.375.4500, after authorities have been notified.

E) All employees shall follow the "Chain of Command." After exhausting efforts with Contractor's Management staff the next step will be a GSA Security Supervisor followed by the County Contract Administrator. Failure to adhere to the guidelines may result in Liquidated Damages and/or removal of the Contractor's personnel from providing services to the County.

8. METHOD OF PAYMENT: BI-WEEKLY (ONCE EVERY TWO WEEKS) INVOICES

The Contractor shall abide by the following requirements of GSA Security Management for billing purposes:

i. Invoice: The Contractor shall submit one original and two duplicate sets of the detailed bi-weekly (once every two weeks) invoices to GSA Security Management Section, 200 NW 1 Street, Suite 103, Miami, FL 33128. The County will specify whether the invoices shall be submitted electronically or hard copy. The County reserves the right to change the format of invoices at any time. The Contractor shall work with the County to finalize the format for electronic invoicing.

ii. Payroll Documentation: In addition, from time to time the County Contract Administrator or designee may request time sheets, payroll records, and/or other documentation showing the names, social security numbers, wage rates, FICA payments, and unemployment insurance payments, and/or other applicable documents that would verify existence of a payment to the Contractor's personnel. The Contractor shall provide payroll documentation as directed by County Contract Administrator or designee.

iii. Payment Schedule: The Contractor shall agree to the County's Method and Times of Payment as specified in Article 9. The Contractor shall be prepared to have enough working capital to function in this environment.

9. OVERTIME

The County shall allow overtime payment at a maximum rate of one and a half times the regular hourly wages. This allowance shall only be provided in those instances where expressly authorized by the County Contract Administrative or designee prior to the commencement of the overtime work. Further, overtime work shall not be allowed during the normal work day. As a matter of confirmation, overtime work only occurs after 40 hours of work effort in a given week by a given individual.

10. LIVING WAGE

The Contractor shall comply with the provisions of Miami-Dade County Ordinance 99-44.

11. RETURNED CHECKS

In order to ensure the maintenance of an adequate job force, payment to security guards shall be on time and with checks that are valid, i.e., there are available funds in the bank to cover said checks. Refer to Section 6.23 (A) (iii), Special Violations, above.

12. COUNTY-FURNISHED ITEMS

The County shall furnish to the Contractor, to be used only in connection with the providing services to the County, the following materials and equipment:

A) Generic Post Orders will be given to the Contractor

B) Equipment
The Contractor shall be responsible for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall replace, or reimburse the County at current market rates, for all equipment that is lost, damaged, stolen, or made otherwise unavailable due to the negligence of the Contractor or its personnel. Upon termination/expiration of the Contract issued, all equipment shall be returned to the County in good operating condition, less reasonable wear and tear as defined by the County.

The Contractor shall be liable for any loss of or damage to County or private property, real or personal, that may result from the acts or omitted acts of its personnel in violation of a Contract or any derivative or supplemental documents (e.g. post orders) or directives.

C) Forms
A sample of required forms and other documentation used in reporting procedures at specific posts will be provided or approved by the County Contract Administrator, designee or Building/Facility Manager if site specific.

D) Keys
The Contractor shall be responsible for all keys that are issued by the County. Special care shall be exercised when dealing with Grand Master or Master keys. All lost keys shall be reported immediately to the Security Operations Center and to the Building Manager/Facility Contact. The Contractor shall provide adequate control and accountability for these keys. If a Grand Master or Master key under control of the Contractor is lost, the Contractor shall be liable for the cost of re-keying the building/facility. Lost keys other than Grand Master or

Master keys shall result in the Contactor paying for the cost of re-keying all effected doors. The removal and/or duplicating of County issued keys without the expressed written consent of the County Contract Administrator or designee is strictly prohibited.

E) Phones

County phones made available to the Contractor's personnel to be used for County business only. Personal and long distance calls are prohibited. Long distance or any unauthorized calls shall be reimbursed to the County within fifteen (15) calendar days of notice from the County. The use of personal Cellular phones is also prohibited except in emergency situations, violations of these procedures will result in Liquidated Damages.

13. SCHEDULING SOFTWARE

The Contractor shall use scheduling software to track scheduling of guards and to ensure that all posts are staffed by guards qualified to work the said post. The Contractor will provide user access for GSA Security Management one County personnel, designated by the County Contract Administrator, at no additional cost to the County. The system should allow the County to view reports generated by this software. If the scheduling software will be use for billing also, the Contractor shall work with the County to provide finalize invoicing format.

14. GUARD CHECKS

The Contractor shall implement and use available systems to make sure that the guards are actively performing duty. This may include use of guard tour systems or similar, radio calls, or GPS. The Contractor shall notify the County Contract Administrator in writing as to what system will be used by the Contractor under this Contract. The Contractor shall provide reports to the County upon receipt of the request from the County Contract Administrator or designee.

15. TABLETOP EXERCISES AND DRILLS

The Contractor shall conduct, at no additional cost to the County, tabletop exercises and drills to simulate contingency events based on the security plan. These drills and exercises will be used to identify weaknesses and refine the current procedures. The County Contract Administrator will determine the dates and duration of these exercises.

16. CUSTOMER SATISFACTION PROGRAM

The Contractor shall implement a customer satisfaction program to include a minimum of customer satisfaction surveys to be conducted twice a year. The County Contract Administrator will determine the format for the surveys. Any negative feedback received shall eventually be followed by corrective action plan to be approved by the County Contract Administrator.

17. PERFORMANCE BOND REQUIREMENTS

The Contractor shall provide a Performance Bond in the amount of 10% of the total agreed upon weekly price multiplied by fifty-two (52) weeks for a yearly total for the Sector. The Performance Bond shall be delivered to the County within 15 calendar days after formal notice is issued by the County. The Performance Bond shall be prepared on the applicable bond form(s) provided herein as Appendix D. It may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as specified in Article 42. No other form shall be accepted. If the Contractor fails to deliver the Performance Bond within this specified time, including granted

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extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender its offer guaranty/Proposal bond, and the County shall not accept any Proposal from the Contractor for a twelve (12) month period following such default. In lieu of a bond, an **irrevocable letter of credit or a cash bond** in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable.

The Contractor shall comply with the performance bond requirements every year during the term of the Contract including any extensions/renewals thereof. The County will issue a notice to the Contractor every year and the Contractor shall deliver the performance bond to the County within 15 calendar days of the notice issuance date.

APPENDIX B

Price Schedule

A. CONTRACTOR's PRICE FOR PERSONNEL

Contractor's rates for different levels of security officers, site supervisors, field supervisor and project manager:

Personnel	Price (Hourly Rate)
Level 1 Security Officer	$20.07
Level 2 Security Officer	$24.08
Level 3 Security Officer	$28.89
Contractor Field Supervisor	$28.89
Site Supervisor (For Level 1 Officers)	$24.41
Site Supervisor (For Level 2 Officers)	$29.30
Site Supervisor (For Level 3 Officers)	$35.15
Personnel	**Annual Rate**
Project Manager	$74,000

Notes:

1. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees are included in the Contractor's price, as they shall not be reimbursed separately by the County.

2. Contractor shall submit invoices and other required documentation in order to receive payment for services rendered.

3. The County makes no guarantee of the actual number of hours under the Contract. The Contractor shall be paid on an hourly basis.

4. The County, may at its sole discretion, add or delete facilities/buildings.

5. The County, may at its sole discretion, increase/decrease the number of hours of service required for a building/facility.

B. PAYMENT FOR SPECIAL EQUIPMENT

Contractor's hourly rates for providing the "Special Equipment" for the duration of the Contract including any renewals and extensions thereof:

Special Equipment	Hourly Rate
Use of Licensed Motor Vehicle	5.50
Use of Off-Street Motorized Cart	1.00

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Notes:

1. The County reserves the right to increase/decrease the hours for usage of supplemental equipment.

2. The County reserves the right to provide equipment to the Contractor and in that case, the above charges do not apply.

APPENDIX C

TIERS & SECTORS

Security Guard and Screening services are organized into a total of three (3) Tiers and six (6) Sectors as follows:

Tier	Number of Sectors	Service Required	Sector Numbers
Tier 1	2	Security Guard Services	Sectors*: 1D,1E
Tier 2	2	Electronic Screening Services alone, or a combination of Screening and Security Guard services	Sectors: 2A, 2B
Tier 3**	2	Electronic Screening services alone, or a combination of Screening and Security Guard Services or any other specialized services	Sectors: 3A, 3B

**Tier 3 consists of Sector 3A, Miami International Airport (MIA), and Sector 3B, Port of Miami (POM). Contractors at MIA and POM shall follow the unique federal security requirements and shall be accountable to Federal authorities.

The two (2) Sectors under Tier 1 require Security Guard Services only and are referred to as Tier 1 Sectors. The two (2) Sectors under Tier 2 requiring Electronic Screening Services alone or a combination of screening and security guard services are referred to as Tier 2 Sectors. Miami-International Airport and Port of Miami are referred as Tier 3 Sectors.

*Services for Sectors 1A, 1B, and 1C were solicited under RFP No. 487B. Tier 1 Sectors (excluding the Sectors of RFP No. 487B) encompass the entire area of Miami-Dade County. Tier 2 Sectors likewise are specific geographic areas that encompass the entire area of the County. Tier 1 and Tier 2 overlap one another. A Tier 1 facility (one that does not require Screening services) may lie in close proximity to a Tier 2 facility (one that does require Screening services).

Sector boundaries have been drawn in such a way as to delineate Sectors that are in the best interest of the County. Due to the necessity to ensure that only one Contractor provides services to a facility, it may become necessary from time to time to reassign specific facilities between Sectors.

Sector Boundaries

A) Tier 1 Sectors

Sector 1D: Bounded on North by the South side of Flagler Street **(EXCLUDING 140 WEST FLAGLER BUILDING)**, extending South to the North side of SW 64th Street, East and West to the Miami-Dade County limits.

Sector 1E: Bounded on the North by the South side of SW 64th Street, and extending South, East and West to the Miami-Dade County limits.

B) Tier 2 Sectors

Sector 2A: Excluding the area of Miami International Airport (Sector 3A), this Sector is bounded on the North by the Miami-Dade County line, South by State Road 836/395, East (to include Miami-Beach) and West by the Miami-Dade County limits.

Sector 2B: Bounded on the North by State Road 836/395, extending to the South, East and West to the Miami-Dade County limits.

C) Tier 3 Sectors

Sector 3A: Bounded within the confines of the Miami International Airport (Aviation Department) which at the time of the RFP is; Bounded on the North by Northwest 36th Street, extending South to State Road 836/395, East by LeJeune Road (NW 42nd Avenue) and on the West by Northwest 72nd Avenue.

Sector 3B: Bounded within the confines of the Port of Miami (Seaport Department), formerly Dodge & Lummus Islands. Bounded on the north by the Main Ship Channel, extended south to Fisherman's Channel, east by Government Cut, west by Biscayne Boulevard, including the bridges from N.E. 5th and N.E. 6th Street to the Port of Miami.

APPENDIX D

MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

Any change, alteration or addition to this form will disqualify this Performance and Payment Bond

STATE OF FLORIDA)
SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____

_____ As Principal, and _____

_____

A corporation organized under the laws of the State of _____ with its home office in the city of _____, as Surety, (said Principal and said Surety hereinafter collectively being referred to as Obligator), are held and finally bound unto Dade County, Florida, acting by and through the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, and their successors in office, hereinafter called the Obligee, in the sum of $_____ lawful money of the United States of America, for the payment whereof to the Obligee, the Principal and Surety respectively bind themselves, their successors, heirs, and assigns, jointly and severally, finally by these present.

Signed, sealed and dated this _____ day of _____, 20_____.

WHEREAS the Principal and Obligee have entered into a written contract, hereinafter called the "Contract" for

_____

_____

As evidenced by contract and specifications made a part thereof, entered into between the Principal and the Obligee on the _____day of _____, 20_____ a copy of which Contract may be attached hereto and is hereby referred to and made a part thereof.

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of the Principal's failure to comply with any of the terms of the Contract, then this obligation shall be void; otherwise, it shall remain in full force.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

1. Said Principal (Contractor) shall well and truly perform; carry out and abide by all terms, conditions and provisions of said Contract including all maintenance and warranty provisions and furnish complete the items herein specified in accordance with the terms thereof, and the Obligator herein shall and does hereby agree to indemnify the Obligee and hold it harmless of, from and against any and all liability, loss, cost, damage or expense and attorney's fees, including appellate proceedings, which said Dade County, Florida may incur, or which may accrue or be imposed upon either thereof by reason of any negligence, default and/or misconduct on the part of the said contractor, and _____ agents, servants, and/or employees, in, about or on account of the performance of said contract by the said contractor, and shall repay to and reimburse to the said Dade County, Florida, promptly upon demand, all sums of money, each and every, reasonably paid out or expended by the said Obligee on account of the failure and/or refusal of said contractor to carry out, do, perform and/or comply with any of the terms and provisions of said Contract at the time and in the manner therein provided.

2. The Principal will make payments to all persons supplying Principal labor, material and supplies used directly or indirectly by the Principal or any subcontractors of the Principal in the prosecution of the work provided for in said Contract.

3. Each and every person, natural and artificial, for whose benefit this bond has been executed as disclosed by the text of this bond and of said Contract, specifications, drawings and all papers, and of said agreement and instruments attached and made a part of said Contract, and each and every person, natural and artificial, supplying labor, materials and supplies in furtherance of said Contract, shall have the same several rights of suit or action upon this bond as if he or they were the Obligee or Obligees herein specially mentioned, and the obligations hereof shall be several as to the rights of said persons or said Obligees hereof.

4. In each and every suit brought against the Obligor upon this bond in which the Plaintiff shall be successful, there shall be assessed therein against the Obligor herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Obligor hereby expressly agrees to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20_____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of: _____
Printed Name of Individual

_____

_____ _____
Two Witnesses Signature of Individual

[redacted]

WHEN THE PRINCIPAL IS SOLE PROPRIETORSHIP OR OPERATES UNDER TRADE NAME:

Signed, sealed and delivered in the presence of: _____
Name of Firm

_____ _____
Signature of Individual

_____ _____
Two Witnesses Printed Name of Individual

[redacted]

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of: _____
Name of Firm – A Partnership

_____ _____
Printed Name of One Partner

_____ _____
Two Witnesses Signature of One Partner

[redacted]

WHEN PRINCIPAL IS A CORPORATION:

_____

_____ _____
Secretary Correct Name of Corporation

(Affix Corporate Seal) By: _____
President or Vice-President

[redacted]

Attest:

_____ _____
Corporate Surety

_____
Business Address

Countersigned:

_____ By: _____
Florida Resident Agent Corporate Seal

CORPORATE PRINCIPAL CERTIFICATION

I _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested foe and in behalf of said corporation by authority of its governing body.

Corporate Seal

STATE OF FLORIDA)
SS
COUNTY OF DADE)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared: _____ _____ to me well known, who being by me first duly sworn upon oath says that he/she is the Attorney-in-fact for the _____ and that he/she has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Miami-Dade County, Florida.

Subscribed and sworn to before me this _____ day of _____ A.D. 20 _____.

_____

Notary Public, State of _____ at Large

My commission expires _____

Security Guard Services
Contract No. 487A-1E

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Security Alliance of Florida, LLC, a corporation organized and existing under the laws of the State of Florida, having its principal office at 8323 NW 12th Street, Suite 218, Doral, FL 33126 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide security guard services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 487A and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated April 11, 2006, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein; and,

WHEREAS, the County desires to procure from the Contractor such services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Building Manager" to mean the County employee responsible for the supervision of a particular building(s) or area(s) in Miami-Dade County.

b) The words "Central Dispatch Center" to mean a base station/office where personnel employed by the Contractor have the capacity to monitor telephone calls, radios, faxes and employees.

c) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

d) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A) and all appendices, RFP No. 487A and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

e) The words "Contract Date" to mean the date on which this Agreement is effective.

f) The words "Contractor" to mean Security Alliance of Florida, LLC and its permitted successors and assigns.

g) The words "Contractor Field Supervisor" to mean supervisory personnel designated by the Contractor and approved by Miami-Dade County for supervising and providing specific training to Security/Screening Officers assigned to the Contract.

h) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.

i) The words "Contractor Personnel" to mean all personnel employed by the Contractor and approved by the County, for the Contract, including but not limited to the Project Manager, Contractor Field Supervisors, Dispatchers, Site Supervisors and Security/Screening Officers.

j) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.

k) The words "County Contract Administrator" (CCA) to mean a person designated to coordinate and monitor the services provided by the Contractor. This person is the Chief of Security, General Services Administration (GSA). This person is the County's Project Manager for the Contract.

l) The words "County's Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.

m) The words "County Security Supervisors" to mean Staff designated by the County Contract Administrator to monitor all aspects of the Contractor's operation as it pertains to the performance and delivery of services required by the County under the Contract.

n) The word "Days" to mean Calendar Days.

o) The word "Department" to mean General Services Administration.

p) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

q) The word "Dispatcher" to mean personnel employed by the Contractor to staff its Central Dispatch Center.

r) The words "Facility Contact" to mean person assuming the same role in a building or area that does not have a designated Building Manager or who has been delegated such duties by the Building Manager.

s) The words "GSA Security Management" to mean County's management responsible for overseeing the security of County's buildings/facilities and monitor the services provided by the contractor. This includes County Contract Administrator, County Security Supervisor or designees.

t) The words "Liquidated Damages" to mean a financial assessment levied by the County Contract Administrator or designees, for failures by the Contractor or its employees to meet contract requirements or standards, there by resulting in the contractors failure to deliver the services required or any derivative/supplemental documents (e.g. Post Orders), creating direct, indirect or potential losses to the County.

u) The words "Project Manager" to mean person designated by Contractor and approved by Miami-Dade County to administer the Contract and oversee Contractor operations.

v) The word "Records" to mean any books, documents or evidence pertaining to, or used in the Contract.

w) The word "Sector" to mean a term to describe a Tier 1 or Tier 2 or Tier 3 geographical area.

x) The words "Security Operations Center" (SOC) to mean the County facility, designated by the County Contract Administrator, that will function as the primary point of radio and/or telephone contact between contract personnel and the County Contract Administrator or designees on a 24-hour a day, yearly basis.

y) The words "Security/Screening Officer" to mean personnel designated by the Contractor and approved by Miami-Dade County to perform specific duties as defined in the Contract.

z) The words "Security/Screening Officer Infraction Report" to mean a written report prepared by the County Contract Administrator or designee to identify specific failures and to assess Liquidated Damages to the Contractor for failure to meet Contract standards.

aa) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

bb) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

cc) The word "Tier" to mean a term used to describe type of service required as follows: Security Guard Services only (Tier 1), Security and Screening Services (Tier 2) or Security, Screening and specialized services (Tier 3).

dd) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ee) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Price Schedule (Appendix B), 4) Appendices C and D, 5) the Miami-Dade County's RFP No. 487A and any associated addenda and attachments thereof, and 6) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date specified on the first page of this agreement and shall be for duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for two (2) two-year options-to-renew. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This

Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

The Contractor shall commence work upon issuance of a Notice-to-Proceed by the County.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the County's Project Manager:

Miami-Dade County
200 N.W 1st Street, Suite 104
Miami, FL 33128
Attention: Daniel Payne, Chief of Security
Phone: (305) 375-1011
Fax: (305) 372-6020

and,
b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Security Alliance of Florida, LLC,
8323 NW 12th Street, Suite 218
Doral, FL 33126

Attention: Bill Murphy, Vice President
Phone: (305) 670-6544
Fax: (305) 670-6545
E-mail: billm@securityalliancegroup.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in Appendix B - Price Schedule. The County reserves the right to add and delete facilities/buildings and increase/decrease the number of hours of service required at a building/facility. The County may negotiate with the Contractor the cost to provide services to facilities/locations that are added to the contract during the contract term and any extensions/renewal thereof.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods, except for yearly percentage increase in the living wages that will be applied to the classifications that are billed to the County at hourly rates specified in Appendix B. The Contractor is responsible for requesting the living wage increase. The Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof. The County will issue supplemental agreements and revise Appendix B to incorporate this change in the hourly rates. The County may negotiate, at the time of renewal or extension of the Contract, the hourly rates for special equipment, including vehicles, provided by the Contractor

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County bi-weekly (once every two weeks), upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County and shall show the County's contract number. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
200 N.W 1st Street, Suite 104
Miami, FL 33128
Attention: Daniel Payne, Chief of Security

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1st Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Public Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of the Department of Procurement Management, as the certificate holder, must appear on the certificate of insurance.**

   Public Liability Insurance shall cover the armed services.

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in

advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the

Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the County's Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the County Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the County's Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the County's Project Manager. In the event that the Contractor and the County's Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the County's Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out

of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope Of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require.

The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

v. take no action which will increase the amounts payable by the County under this Agreement; and

e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

i. portion of the Services completed in accordance with the Agreement and the Work Order up to the Effective Termination Date; and

ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.

f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis.

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways,

processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in

regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and

hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use

and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this

Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers,

all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

   ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in

detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the County's Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice.

The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 42. PERFORMANCE BOND

The contractor shall duly execute and deliver to the County a Performance and Payment Bond in the amount of 10% of the total agreed upon weekly price multiplied by fifty-two (52) weeks for a yearly total for the Sector. The Performance and Payment Bond Form, Appendix D, provided by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the County within 15 calendar days after formal notice from the County. If the Contractor fails to deliver the payment and performance bond within this specified time,

including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that Contractor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. On contract amounts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;

2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of this contract and/or as long as the funds are being held by Miami-Dade County.

F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: [signature]	By: _____
Name: DAVID RAMIREZ	Name: _____
Title: President	Title: _____
Date: 9/25/06	Date: _____
Attest: [signature]	Attest: _____
Corporate Secretary/Notary	Clerk of the Board

Corporate Seal/Notary

Approved as to form
and legal sufficiency

_____
Assistant County Attorney

APPENDIX A
SCOPE OF SERVICES

1. INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by Miami-Dade County General Services Administration (GSA) is contracting for Security Guard services for facilities in the geographic boundaries of Sector 1E. A brief description of all Tiers and Sectors in the County is provided herein as Appendix C.

The Contractor shall ensure the highest level of security at each and every facility where services are provided. The types of services required under this Contract are:

- Armed Security
- Unarmed Security

Services at a given facility shall be provided by a single Contractor.

The County reserves the right to add or delete a Sector or a facility from a Sector during the term of the Contract 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 Contractor, currently providing service to the County, in the best interest of the County.

The contract term is 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. QUALIFICATIONS FOR THE CONTRACTOR

The Contractor shall maintain, at a minimum, the following qualifications during the term of the Contract including extensions and renewals thereof.

A. The Contractor 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: Contractor 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 Contractor. This center shall not be outsourced to another company unless approved in writing by the County Contract Administrator.

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 personnel of the Contractor. The Contractor 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 Contractor's personnel shall act in a courteous and professional manner at all times. The Contractor 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 Contractor shall be liable for losses; potential loses or damages arising from the actions of its personnel.

4. PRE-CONDITIONS OF NOTICE-TO-PROCEED

The Contractor shall commence work upon issuance of a Notice-to-Proceed by the County. The County will issue a Notice-To-Proceed after the Contractor has met the following requirements:

A) The Contractor shall have a radio license, issued to the Contractor by the Federal Communications Commission (FCC), or shall have an agreement with the service provider to use its service/channel that permits radio operations/coverage in Miami-Dade County. Two-way radio coverage shall cover the entire County. A copy of the license and/or agreement with the service provider shall be provided to the County.

B) The Contractor shall have a local management office as specified in Section 6.17. The County reserves the right to inspect the office at any time.

C) The Contractor shall meet the Performance Bond requirements as specified in Section 17.

D) The Contractor shall meet the insurance requirements as specified in Article 10 of the Contract.

E) The Contractor 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 the Contract The personnel requirements are specified in Section 6.1. The County reserves the right to interview and approve personnel.

F) The Contractor shall have a Communication System that meets the requirements as specified in Section 6.19. These criteria and all other facets of the Contractor's radio communications system will 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 Contractor 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 Contractor shall establish a Quality Assurance Plan (QAP) as specified in Section 6.22. The plan shall be approved by the County Contract Administrator before the Notice-To-Proceed is issued by the County.

H) The Contractor shall directly employ a state-licensed firearms training instructor before the issuance of Notice-To-Proceed by the County. Proof of employment, and all licenses and certificates for Firearms Instructor shall be submitted to the County.

5. LOCATION OF REQUIRED SERVICES

Sector 1E: Bounded on the North by the South side of SW 64th Street, and extending South, East and West to the Miami-Dade County limits. This Sector includes the following:

Total number of Facilities:	Twenty seven (27)
Level 1 Officers:	1,906.5 Hours or approximately forty-eight (48) Officers
Level 2 Officers:	86.0 Unarmed hours or approximately two (02) Officers
Level 2 Officers:	2,078.5 Armed hours or approximately fifty-two (52) Officers
Level 3 Officers:	1,086.0 Armed hours or approximately twenty-seven (27) Officers
Vehicle:	1,246.0 Hours totaling ten (10) vehicles
Golf Cart:	45.0 Hours totaling one (01) Golf Cart
Radios:	50

All current/future Miami-Dade Housing Agency facilities/buildings that fall/may fall in the geographic boundaries of Sector 1E are/will be excluded from this Sector.

6. REQUIREMENTS AND SERVICES

6.1 PERSONNEL REQUIREMENTS

All licenses and other personnel requirements shall be maintained throughout the term of the Contract and any extensions or renewals thereof. The County may request the Contractor to provide officers/supervisors or other classifications of personnel. The licensing requirements, qualifications, tasks, hourly rates and wages for these additional classifications will be determined at a later date.

A) PROJECT MANAGER

The Project Managers shall meet the following requirements:

i) Shall have a valid "MB" / "M" (Manager of a Security Agency) State License from the Florida Department of State, and shall maintain this license at all times while providing service to the County under the Contract.

ii) Shall have a high school diploma or a GED **and** shall have a minimum of four (4) years of experience in the management and operation of security or police services within the past five (5) years or

Shall have a bachelors degree **and** two (2) years of experience in the management and operation of security or police services within past three (3) years.

High school diploma, GED and bachelors degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED and Bachelors degree.

iii. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted

for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iv. Shall be at least 21 years of age

v. Shall pass a urinalysis test showing abstinence from drug/illegal substance use, except prescribed medications

vi. Be able to communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, Project Manager shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

vii. Criminal Background Checks: The Project Manager shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. They shall also pass the FDLE and National background check.

B) CONTRACTOR FIELD SUPERVISOR

Contract Field Supervisors employed by the Contractor shall meet the following requirements:

i. Shall have a valid Class "D", Security Officer, license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under the Contract.

ii. Shall have a valid Firearms ("G") license from the Florida Department of State.

iii. Shall have a high school diploma or a GED and minimum three (3) years of experience as a police officer / Minimum three (3) years of experience as a military police officer / Minimum three (3) years of experience a correctional officer (sworn with powers of arrest) / Minimum six (6) years of experience as a career military or

Accredited Bachelors degree and/or its equivalent in credit hours

High school diploma, GED and bachelors degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED and Bachelors degree.

iv. Shall have at least one (1) year of experience as a Supervisor of Contract Security personnel or
One (1) year of experience as a Level III Security Officer under Miami-Dade County Contract

v. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization

papers.

vi. Shall have a valid State of Florida Driver's license

vii. Shall be at least 21 years of age

viii. Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

ix) Be able to Communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, Contractor Field Supervisor shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

x) Criminal Background Checks: All Contractor Field Supervisors shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. They shall also pass the FDLE and National background check.

C) SITE SUPERVISOR

The Contractor shall provide a Site Supervisor when required by the County. All Site Supervisors employed by the Contractor to provide services to the County are required to meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Contract Administrator or designee. All Site Supervisors shall meet the following requirements:

i) Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under the Contract.

ii) Valid firearms class "G" (when applicable) license issue by the Florida Department of State, pursuant to Florida Statute 493

iii) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iv) Shall have a valid State of Florida Driver's license (Required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

v) Shall be at least 21 years of age.

vi) Shall have a high school diploma or a GED. High school diploma or GED shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED;

vii) One (1) year of supervisory experience or six (6) months experience working on the County's Security Services contract

viii) Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

ix) Able to communicate (oral and written) in English: Security work often deals with life/safety issues; therefore, all supervisors shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

x) Criminal Background Checks: All Site Supervisors shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. All Site Supervisors shall also pass the FDLE and National background check.

The candidate for this position shall be approved by the County Contract Administrator of designee.

D. SECURITY OFFICERS

All levels of Security Officers employed by the Contractor to provide services to the County shall meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Contract Administrator or designee. The County reserves the right to interview and approve any personnel during the contract term and any extensions or renewals thereof. All level of Security Officers shall meet the following requirements:

i) Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All officers shall maintain this license at all times while providing service to the County under the Contract.

ii) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and

Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iii) Shall have a valid State of Florida Driver's license (Required if Security Officer is assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

iv) Shall be at least 21 years of age.

iii) Shall have a high school diploma or a GED. High school diploma or GED shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED;

iv) Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

vii) Be able to Communicate in English: Security work often deals with life/safety issues; therefore, all security officers shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

viii) Criminal Background Checks: All security officers shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. All security officers shall also pass the FDLE and National background check.

All levels of officers shall meet all the qualifications specified above and the specific qualifications for each level as specified below.

i. Level I

This is the lowest classification of unarmed Security Officers.

a) Minimum one (1) year of experience as a licensed Security Officer or Minimum one (1) year management/supervisory experience or one (1) year of accredited college course of study and/or its equivalent in credit hours

ii. Level II

This is the intermediate classification of Security Officer. This may be an armed or unarmed position. Minimum requirements for Level II officers are:

a) Valid Firearms ("G") license (when applicable)

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b) Prior military experience or
Prior correctional officer or
Prior police officer or
Police or correctional academy graduate or
Accredited associates degree and/or its equivalent in credit hours

If a Security Officer meets all the requirements as specified in Section 6.1(D) and has graduated from police or corrections academy (or has up to three years of experience as a police/correctional/military officer), he/she qualifies for Level II Security Officer position. If the Security Officer meets all the requirements as specified in Section 6.1 (D) and has minimum of three or more years of experience as a police/military/correctional officer (See Section 6.1 (D) (Level III) (b)), he/she qualifies for Level III Security Officer position.

iii. Level III

This is the highest classification of Security Officer. The minimum requirements for Level III are:

a) Valid Firearms ("G") license

b) Minimum three (3) years of experience as a police officer or
Minimum three (3) years of experience as a military police officer or
Minimum three (3) years of experience a correctional officer (sworn with powers of arrest) or
Minimum six (6) years of experience as a career military or
Accredited Bachelors degree and/or its equivalent in credit hours

NOTE: All required experience shall be from within the United States or its territories. All experience shall be fully and readily verifiable. Applicants with military service shall supply a copy of the DD-214L form and have received an Honorable Discharge from duty in order to be accepted.

E. ALL PERSONNEL

All personnel employed by the Contractor shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by the Florida State Statute. This includes a company issued photo I.D. card. All of the above are to be conspicuously displayed at all times while on duty. The Contractor shall provide in all instances radio equipped, uniformed Security Officers, and armed if requested, to provide Security service at designated locations. The number of personnel and hours of service required will be specified by Miami-Dade County, to the Contractor.

Required Documentation

All personnel providing services to the County, shall display on their uniform as required and keep current, all appropriate cards, certificates, and licenses, as follows:

	Security Officer/Site Supervisor	Contractor Field Supervisor
State of Florida "D" Security Officer License	Yes	Yes
State of Florida "G" Firearms License	*Yes	Yes

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State of Florida Driver's License	**Yes	Yes
Company-issued Photo ID Card	Yes	Yes

* Only required if assigned to armed post
** Only required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

Personnel may not be employed by the Contractor to provide services to the County if he/she currently or in the past has:

a. Any Felony, Sexual or Domestic Violence conviction.
b. Discharged from the Military under any conditions other than Honorable.
c. Any history of irresponsible behavior (only if assigned to a vehicular patrol), including but not limited to an unreasonable driving record, or a problem employment record as determined by the County Contract Administrator or designee.
d. Any criminal activity listed in 49 US Code of Federal Regulations (CFR) section 1542.209, *Disqualifying Criminal Offenses* and 19 CFR 122.183, *Denial of Access*, for assignments involving Aviation Department properties.

The work performed on the Contract requires frequent and prolonged walking and standing. Occasionally, Security Officers may be required to subdue violent people. Physical stamina is a basic requirement of this position. Any individual, who cannot meet the physical requirements of the position, including inability discovered through the job performance, will not be qualified to work under the Contract.

In addition all personnel shall possess good human relations skills.

6.2 SPECIFIC TASKS & RESPONSIBILITIES

The tasks, responsibilities or requirements outlined below are specific, but will vary from facility to facility. The tasks expected by the County shall be performed by personnel employed to provide services to the County, and include, but are not limited to, the following:

A) Project Manager:

The Contractor shall provide a full-time Project Manager for the Sector to provide services to the County. The Project Manager shall be interviewed and approved by the County Contract Administrator prior to providing services to the County. This individual will supervise all contract operations and coordinate reports, Security Officer assignments, and time sheets with the County. The Contractor shall provide a local telephone and cellular number or numbers (i.e. within Miami-Dade County) where the Project Manager (or identified alternate) may be reached 24 hours per day, 7 days per week, on a year-round basis. An answering service or machine is not acceptable. The Project Manager shall provide overall management and coordination of the Contract and shall act as the primary point of contact with the County. The Project Manager or alternate shall have full authority to act for the Contractor on all matters related to the daily operations.

The County may require the Project Manager to be available full time in the County office, to

be provided by the County, for purposes of this Contract.

Tasks:

i. Maintain Quality Assurance Plan as specified in Section 6.22

ii. Report to the County Contract Administrator on an "As needed" basis or when requested by the County Contract Administrator or designee

iii. Respond to verbal/written notifications of Contract violations as specified by the County Contract Administrator or designee

iv. Ensure that all personnel are properly trained prior to being assigned to a facility/post

v. Meet with County Contract Administrator or designee on a monthly basis or as requested by the County

vi. Act on behalf of the Contractor on all matters related to the Contract

vii. Ensure that there is sufficient cross-trained staff for backups and replacement

viii. Be knowledgeable and adhere to contractual standards and procedures regarding weapon safety

ix. Respond to requests within thirty (30) minutes via telephone contact or meeting as specified by the County

B) Contractor **Field Supervisor**:

The Contractor shall provide active, on-duty supervision for every shift covered by the Contractor on a 24-hour per day, year-round basis. These Field Supervisors shall be uniformed, armed, and equipped with marked vehicles. The Field Supervisors shall have no duties other than the inspection, supervision, and training of personnel assigned to provide services to the County. The Field Supervisors shall conduct inspections in the field on all shifts, answer questions, resolve problems, respond to emergencies, and otherwise complete tasks as identified in this Contract. The level of supervision provided by the Contractor shall be a minimum of two (2) Contractor Field Supervisors for the Sector for each shift.

While conducting such inspections, Field Supervisors shall record such visits and any deficiencies found during inspections in the site logbook and in the form of an incident report. During any of the above listed shifts, upon the Field Supervisor completing the minimum required post inspections, he/she shall remain in the Contractor's assigned Sector for the remainder and continuously patrol and complete additional post inspections. In any case that a Field Supervisor is unable to complete the minimum post inspections, a verbal notification shall be provided to the Security Operations Center before the end of the shift. Additionally, written notification shall be provided to the County Contract Administrator or designee within 24 hours. In the event that the County Contract Administrator or designee determines that the level of supervision provided by the Contractor is deemed insufficient to effectively manage the personnel, the County Contract Administrator or designee and the Contractor shall meet to discuss the Contractor's supervision plan and what the Contractor shall do to improve its performance level. Such actions may include the Contractor providing additional Field Supervisors and/or increasing the number of required post inspections per shift.

Tasks:

i. Respond to on-site emergencies or to requests from GSA Security Management within thirty (30) minutes of occurrence/request

ii. Conduct on-site inspections, answers questions, and offers advice on a 24-hour per day basis

iii. Provide technical and administrative advice on each shift

iv. Assure proper assignment coverage. If a post cannot be covered, the Contractor shall immediately notify GSA Security Management

v. Provide training to each Security Officer until assignment is fully understood and prior to placing that individual on the assignment

vi. Provide directions, follow-up training, and instructions to post and/or patrolling Security Officers by making rounds and observing Security Officers in the performance of their duty for each shift

vii. Call attention of subordinates to any deviations from acceptable practices and procedures, instructs Security Officers of proper methods, and explains conditions under which deviations are permissible. All deviations shall be referred to the Project Manager. In addition, said deviations and corrective action taken are to be recorded in post logbook

viii. Respond to requests of subordinates for assistance

ix. Exercise leadership ability

x. Maintain good personal and uniform appearance

xi. Update and explain post procedures

xii. Has working knowledge of radio procedures and codes, and be able to train Security Officers in same

xiii. Drive a marked motor vehicle as required

xiv. Conduct investigations

xv. Complete all necessary reports specified in this Contract, forwarding originals to GSA Security Management. Reviews, corrects, and approves subordinates' reports

xvi. Has knowledge of local jurisdictions and whom to call when incidents occur

xvii. Maintais facility logbooks at each facility

xviii. Ensure that employees do not disturb property and papers on desks, open desk drawers or cabinets, or use County telephones, except as authorized or enter any office without prior authorization, except in an emergency situation. If such an entry is made a report shall be generated

xix. Remian properly equipped, in proper uniform, provide temporary coverage of vacant posts for absent Security Officers or as required by the County

xx. Shall carry an approved firearm and ammunition at all times while on duty

xxi. Ensure that posted and/or patrolling Security Officers have materials, uniforms, and equipment sufficient to perform required duties and that these meet contractual standards for completeness, condition, and appearance

xxii. Be knowledgeable and adheres to contractual standards and procedures regarding weapon safety

xxiii. Has a working knowledge of each assignment covered by the Contractor

Note: **The Project Manager and Contractor Field Supervisor are two separate functions and shall not to be combined.**

C) Site Supervisors

The tasks for the Site Supervisors will be determined at a later date depending upon the facility. The tasks shall be approved by the County Contract Administrator or designee.

D) Security Officer

Tasks:

i. Report to work on time and remain on assigned duties until relieved as required

ii. Maintain good personal and uniform appearance and be courteous to the public and the County personnel at all times. Uniforms shall be clean and pressed and include the name tags

iii. Cover an assignment at a fixed post or patrols an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property

iv. Intervene to terminate injurious acts and detains individuals for further investigation or arrest where circumstances and conditions warrant as stated in the State of Florida Security Officer's Handbook (FSS Chapter 493)

v. Communicate effectively with the public and the County personnel and directs visitors to personnel and services within the facility

vi. Ensure that Lost and Found functions are conducted only by the County personnel

vii. Conduct patrols in accordance with routes and schedules established in the Post Orders. Where installed and in working order, the watchman reporting systems shall be used by uniformed personnel to record their presence at the designated posts

viii. Raise and lower flags at designated times (where applicable)

ix. Refuse acceptance of any mail or packages without written authorization from the Building Manager/Facility Contact

x. Lock and unlock gates and doors at designated times

xi. Turn lighting on and off as required

xii. Ensure that only authorized personnel are permitted access to closed or restricted facilities. Positive photo identification shall be presented. The Security Officer shall verify the picture on the I.D. is the same as the person presenting it.

xiii. Respond to reports of sick or injured persons, and then notifies supervisor, appropriate authorities (e.g., 911, Facility Manager, Supervisors and Security Management.)

xiv. Report safety hazards, malfunctioning equipment, spills, and other such matters to appropriate Facility Contact person. Any such incident will require a Logbook entry be made

xv. Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment as required

xvi. Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations; evaluates situations encountered and takes action as prescribed in Post Orders and/or facility/building self-protection plans

xvii. Investigate questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts, and notifies authorities if warranted

xviii. Operate a marked motor vehicle where required

xix. Maintain order and uses good judgment and discretion in handling unruly or trespassing public

xx. Maintain daily logs and writes daily reports, incident reports, and non-employee injury reports. Incident reports shall be on a pre-approved County form

xxi. Provide escort services to County employee's and visitors as required for (Domestic Violence related cases escorts are not provided, Law Enforcement should be notified.)

xxii. Maintain a professional atmosphere within areas of assignment

xxiii. Shall not read newspapers, magazines, religious materials or any other non-work related items while providing services to the County. In addition newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each officer to ensure at the start of each shift that this policy is followed. (e.g., they need to be sure that there are no newspapers, unauthorized reading materials, Televisions, Radios, CD or MP-3 players or any other unauthorized items in the area of the post) because officers will be held responsible and Liquidated Damages will be assessed.

xxiv. Shall not use County telephones for calls of a personal nature without prior approval of the Building Manager or Facility Contact in each instance. Personnel cellular telephones should not be used on post except for emergency calls only these calls should be of short duration. If it is found that Security Officers are using personal cellular phones, officers will not be allowed to bring in their phones on the post.

6.3 SPECIAL EQUIPMENT

(A) The Contractor may be required to provide licensed and insured motor vehicles, off-street motorized carts, and bicycles at an additional cost. Such posts or duty assignments shall be requested as needed and, where appropriate, the Contractor shall receive additional compensation. The Contractor shall comply with insurance requirements as specified in Article 10 of the Contract and the insurance shall be sufficient to cover all operations and use of such equipment.

(B) The Contractor may also be required by the County Contract Administrator to provide Security Officers equipped with specialized equipment including, but not limited to, Revolvers, Hand Wands at no additional cost to the County.

6.4 CHANGES IN ASSIGNMENT

The County Contract Administrator or designee may, at anytime, by written or verbal instruction, make changes to existing service. These changes may include but not limited to scheduling changes, increases or decreases in the hours or type of services, and modifications in special equipment requirements. Should the change require the institution of Electronic Screening services at a Tier 1 facility that did not previously require such services, and for which the Electronic Screening is required on a more or less permanent basis–as determined by the County Contract Administrator or designee–then that facility will be removed from the Tier 1 Sector to which it is assigned, and reassigned to the Tier 2/3 Sectors providing service to that area. Likewise, should Screening services be removed from a facility, that facility will be reassigned from the designated Tier 2/3 Sectors to the appropriate Tier 1 Sector.

6.5 NOTICE OF EXTENDED HOURS/NEW ASSIGNMENTS (OVERTIME)

Changes are frequent in Security Officer coverage's, both in hours of duty and at new locations. The County will attempt to give the Contractor twelve (12) hours of notice for new assignments. If it is not possible to give 12 hours of advance notice, the County will pay overtime coverage (1½ times the normal billing rate) for the first twenty-four (24) hours of the new assignment. In consideration of this overtime coverage, the Contractor shall provide a Security Officer within four (4) hours notice. Failure to provide services may result in Liquidated Damages and/or a Contractor Non-Performance.

6.6 INABILITY TO PROVIDE ADDITIONAL REQUESTED SERVICE

The Contractor shall provide additional services when requested, however if the Contractor is unable to provide these services requested, then the Contractor shall notify the County verbally immediately and in writing (within 24 hours of request) with a detailed explanation for inability of the requested services. If the Contractor refuses to accept the additional requested services the Contractor may forfeit its rights to be awarded additional services under this Contract at the discretion of the County Contract Administrator or designee. The County, at the County's sole discretion, may award the new assignment to another Contractor providing similar services to the County. Upon placement of such an assignment (working out of awarded Sector) the Contractor who is placed out of Sector may continue, at the County's discretion, to provide the requested service on a permanent basis, unless removed by the County Contract Administrator or designee.

6.7 LIMITATION ON EMPLOYEE-HOURS AND ASSIGNMENTS

No employee of the Contractor assigned to the Contract shall provide more than twelve (12) hours of service, including all break periods, on one or more Contracts administered by GSA Security Management in twenty-four (24) hour period, unless the work periods are separated by an eight (8) hours non-duty period. This limitation may be waived by the County Contract Administrator and in emergency situations that are beyond the control of the Contractor, (e.g., weather conditions, civil disturbances, natural disasters, etc.) preventing the next shift from getting to the post. Each occurrence will require an individual waiver provided by the County Contract Administrator or designee.

6.8 POST ORDERS

Post Orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Officers of the Contractor employed under this Contract shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Post Orders define the basic work to be performed by Security Officers at the facility. The County will provide generic Post Orders to the Contractor. The Contractor shall meet with Building Manager or Facility Contact to develop site specific Post Orders. These site specific Post Orders shall be approved by Building Manager/Facility Contact and GSA Security Management before the Contract start date. Once established, the Contractor shall assure that yearly updated copies are available for the duration of Contract including any extensions or renewals thereof. The Contractor shall check each post quarterly for updated Post Orders. Failure in this area may result in a Liquidated Damage and/or Contractor Non-Performance. Post Orders may include, but are not limited to, the following:

A) Facility/Building information (e.g., operating hours, chain of command)

B) Building rules and regulations

C) Operation of equipment

D) Roving patrol routes, schedules, and duties

E) Vehicular traffic control

F) Access control procedures

G) Emergency response procedures

H) Security and fire control/alarm systems

I) Hazardous conditions, inspection/reporting

J) Response to emergencies, (e.g., fires, injury, or illness, etc.)

K) Procedures for raising, lowering, and half-mast U.S. and other flags

L) Safeguarding persons and property

M) Minimum number of hours for site orientation training

NOTE: The Contractor shall emphasize to its personnel, assigned to provide service to the County, that general orders to "Protect County Personnel and Property" supersede all Post Orders.

6.9 RELIEF/BREAK PERIODS

Security Officers shall not leave the assigned posts at the end of a shift until relieved by duty personnel assigned to the following shift, if such a shift is scheduled, or unless specifically authorized by County Contract Administrator or designee. The Contractor shall provide breaks as required by Federal and Florida State law. The employees who are on a break period shall remain at their assigned post unless relieved by a properly trained relief. Any violations of this procedure may result in removal of the employee from working on the Contract and/or may result in Liquidated Damages.

6.10 EMERGENCIES

The Security Officers may be diverted by the County Contract Administrator or designee from their normal assignment to meet emergency situations, special duty assignments or increases in Federal Maritime Security (MARSEC Levels). When the personnel diverted are no longer needed for the special work assignments, they shall return to their normal assignments. No additional cost shall be charged to Miami-Dade County for such diversion, and the Contractor shall not be penalized for the normal daily work not completed due to the emergency. Incidents of this nature shall be reported in accordance with procedures outlined in the facility Post Orders.

6.11 ADHERENCE TO LAW

The Contractor shall adhere to all Federal, State, and Local laws that apply to the provisions of Security Officers services under the Contract, as well as those laws that regulate the general public. This shall include, but not be limited to, compliance with Federal Tax laws (e.g. payment of Federal Withholding Taxes) State of Florida Unemployment Taxes, Worker's Compensation, Federal Wage and Hour regulations, Living Wage Ordinance and other applicable Laws and Regulations. Failure to comply will result in Non-performance and/or removal from the Contract.

A) If a Security Officer, Supervisor, Contractor Field Supervisor, Project Manager or other Principal of the Contractor is arrested, GSA Security Management shall be notified within twenty-four (24) hours of the arrest. Failure to follow this procedure will result in Liquidated Damages as stated in Section 6.23 (A) (iii) (b). Proper notification will consist of the following:

   i. Phone call to the County Contract Administrator; if not available, then to Security Operations Center

   ii. Followed by a fax sent to the County Contract Administrator

   iii. Followed by a fax to the Security Operations Center

B) If said person is a Security Officer, Site Supervisor, Field Supervisor or Project

Manager, then they will be removed immediately from the Contract, until reinstatement has been approved by the County Contract Administrator or designee.

C) It is the Contractor's responsibility to make certain that all of its personnel are aware of this provision and take the necessary steps to ensure compliance.

6.12 POLYGRAPH EXAMINATION

The County reserves the right to require any of the Contractor's personnel to submit to a polygraph examination as deemed necessary by the County Contract Administrator or designee. The Contractor shall pay the costs for the examination. If the employee refuses to submit to the examination or fails the examination, the employee shall not provide service to the County under the Contract. All employees involved in an investigation shall complete a polygraph examination, upon request, as soon as possible but no later than five (5) working days from the date of request. The Polygraph Examiner shall be approved by the County Contract Administrator or designee.

6.13 SECURITY OFFICER ROTATION

The County reserves the right, at the discretion of the County Contract Administrator or designee, to transfer personnel of the Contractor working on the Contract, as well as rotate specific hours or location of Security personnel at a time interval specified by the County.

6.14 REMOVAL OR APPROVAL FOR CONTRACT

The County reserves the right to interview any prospective employee of the Contractor before that person is assigned to a County post. The County may reject any proposed Officer/Supervisor/Contractor Field Supervisor as deemed in the County's best interest. The County reserves the right to have the Contractor relieve any employee of the Contractor from a duty assignment, and/or bar the employee from further service under the Contract at the discretion of the County Contract Administrator or designee.

6.15 PROGRESS MEETINGS

The County may hold mandatory meetings, at the discretion of the County Contract Administrator or designee, for the purpose of discussing issues relevant to the performance and/or administration of the services provided by the Contractor. The County Contract Administrator or designee reserves the right to call meetings at any time during the Contractual period by notifying Contractor. The Contractor's Project Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Contract Administrator or designee unless specifically waived by the County Contract Administrator or designee.

6.16 TRAINING REQUIREMENTS

The County will reimburse the Contractor at an hourly rate equal to the current Living Wage for all trainings **mandated by the County Contract Administrator or designee**. The County may chose not to reimburse, at the County's sole discretion, if employee turnover rate for the Contractor is high. The Contractor shall pay its personnel a minimum of current living wage, as established by living wage ordinance, during all trainings mandated by the County Contract Administrator or designee.

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A) Employee Orientation Training

Miami Dade County will administer a mandatory Employee Orientation Program for Contractor's personnel assigned to the Contract. Said Employee Orientation Training length and content will be solely determined by the County Contract Administrator or designee.

Upon completion of Employee Orientation Training, the Contractor shall submit invoices for all personnel, who attended said training, as specified in Section 8 (i).

B) Site Orientation Training for Security Officers

The Contractor shall provide a mandatory site orientation training to all security officers as specified in site specific post orders. Said training shall be conducted by a Contractor's Project Manager, Contractor Field Supervisor or Site Supervisor. Trainees shall not to be in an "active duty" status and may not be placed on duty at that site until said training has been completed. This training shall be conducted at each individual site to which the Security Officer is assigned. The measure of success for the training will be the effectiveness with which the trained employee is able to perform post duties. The County shall be the sole assessor of the effectiveness of the training. The Site Orientation Training shall consist of the following:

i) General and specific orders for the facility
ii) Policy and specific procedures for responding to emergency alarms, bomb threats, or incendiary devices etc in the facility
iii) Procedures for access control and operation of the security system within the facility
iv) Procedures for operation of the fire alarms, fire control system, and fire-fighting equipment

C) Job Enrichment Training

The County reserves the right to mandate job enrichment training for some or all employees of the Contractor. The training curriculum and length shall be determined by the County at a later date.

D) Advancement Training

Personnel may become eligible for the next level of security officer by successfully completing a comprehensive security officer course of study. The course curriculum and length shall be determined by the County at a later date. Subsequent to the successful completion of the required courses, said security personnel shall appear before an oral evaluation board as prescribed by and at the sole discretion of the County. All related cost for the training shall be the responsibility of the Contractor and shall not be passed on to the employee. **The County will not reimburse Contractor for advancement training.**

E) Evaluation of Training

The County Contract Administrator or designee will evaluate the quality and completeness of training provided by the Contractor to all personnel. Evaluations will include, but not be limited to, reviews of techniques and methods of instruction, quality of instructors, motivation, adequacy of classroom and supportive adjunct training materials, test content, and individual Security Officers' retentiveness. The County Contract Administrator or designee reserves the right to create, revise or mandate all training provided to personnel assigned to the County. Any changes to the training provided by the Contractor shall be

reviewed and approved by the County.

All formal training shall be administered (e.g., taught, presented) by persons who have been expressly approved on an individual basis by the County Contract Administrator, or designee. All classroom instructors shall be appropriately certified and licensed by an accredited licensed institution of learning or governmental educational certification body, or by documentation that the individual has sufficient experience with the subject matter to instruct students in an authoritative, practical, and current manner. Resumes for potential instructors shall be submitted to the Miami-Dade County prior to the start of training for approval.

The Contractor shall provide a copy of the proposed course of instruction with all materials for review and approval to the County Contract Administrator or designee before Contract start date. Representatives of the County Contract Administrator may visit training classes without notice to monitor the training.

F) Firearms Training

The Contractor shall employ a state-licensed firearms training instructor to develop and maintain an ongoing firearms program to meet or exceed the required State of Florida licensing statutes and standards. Contracted instructors will not meet this requirement; this instructor shall be directly employed by the Contractor.

G) Training for Contractor Field Supervisors

i) In compliance with all other Contract stipulations requiring that a Contractor Field Security Supervisor be fully qualified and capable of staffing a post the said Field Supervisors shall have met or will meet all Basic Instructional Training requirements prior to providing service to the County.

ii) Contractor Field Supervisors shall be provided sufficient on-site post instruction and provide Site Orientation Training (SOT) to Security Officers assigned to posts within the supervisor's span of control or shift of duty.

iii) In addition to the above base requirements for training, the Contractor shall provide to all Field Supervisors a minimum of eight (8) hours total of classroom instruction in the development of management and supervisory skills, as outlined below. The classroom instruction component shall include a fifty (50) question test, and shall require a minimum passing score of 75%:

- Supervisory responsibilities
- Training skill development
- Leadership development
- Authority and control
- Effective communication
- Handling complaints and grievances
- Management skills for supervisory personnel
- Time management
- Motivation
- Ethic
- GSA Security Management/Contract Supervisors relationship

The County may, at the sole discretion of the County Contract Administrator, administer training or testing of personnel assigned to the Contract.

6.17 LOCAL MANAGEMENT OFFICE

The Contractor shall have a local management office in Miami-Dade County. The County reserves the right to inspect the office at any time. All records pertinent to administration and management of the Contract shall be maintained at local office and are subject to inspection by the County at any time.

The Contractor shall maintain, at a minimum, the following documents at the local management office:

A) Financial records: invoices, employee payroll and other associated backup documentation

B) FCC License

C) Log Books

D) Incident Reports

E) Quality Assurance Plan

F) Employee Personnel File
Required documents shall be placed under the same section/tabs in each employee's file. False statements or falsification of any of the documents required by the County will result in Liquidated Damages and/or filing of a Non-Performance. The Contractor shall maintain a copy of all disciplinary actions taken by the Contractor against its personnel, assigned to provide services to the County, for all infractions committed under the contract. A copy of said violations shall be placed into the employees personnel file. These files shall contain copies of but not limited to the following documents:

i) FDLE and National Criminal background check which shall be updated on a yearly basis
ii) Medical examination, including drug test results, which shall be updated, on a yearly basis and psychological results
iii) Training test results along with a copy of their test
iv) Proof of education and experience
v) State Security Officer licenses "D", "G" and "DI" as applicable
vi) Employment application and verifications of prior employment
vii) Polygraph examinations reports, as applicable
viii) Proof of certification for Law Enforcement experience
ix) A copy of DD-214 Long form for Military and Coast Guard experience
x) A copy of a valid State of Florida Drivers license
xi) A copy of a five (05) year Drivers history
xii) Proof of Citizenship, Resident Alien card or Work Permit

6.18 CONTRACTOR-FURNISHED ITEMS

Working Materials
The Contractor shall provide all working materials necessary for proper performance including, but not limited to, items such as bound log books, with preprinted consecutive numbered and lined pages, notebooks, pens, and pencils. The Contractor, at no additional charge to the County, shall supply these materials, unless otherwise specified by the County Contract

Administrator or designee.

6.19 COMMUNICATION SYSTEM

A) Handheld Radios

Two-way handheld radios, licensed for use by the FCC, shall be provided by Contractor to on-duty personnel. In addition, one (1) radio shall be issued by the Contractor to the Security Operations Center (SOC) and additional radios may be requested, at no additional charge, at the discretion of the County Contract Administrator.

B) Central Dispatch Center

Please refer to Section 2 (B).

The Central Dispatch Center shall have a back-up electrical generator power capacity to ensure essential operational functions as to sustain communications with the Security Officers and the County.

The Dispatch Center shall be staffed by experienced personnel twenty-four (24) hours a day, seven (7) days a week. Contractor's personnel available at the Central Dispatch Center shall have the ability and authority to take immediate action on behalf of the Contractor, as required. This station shall have a complete roster of all Security Officers assigned to County posts and hours to be worked. They shall also be able to make contact with Contractor's management twenty-four (24) hours a day, seven (7) days a week. Failure to comply with any of these requirements constitutes a material breach of the Contract, and may result in Liquidated Damages and/or a Non-Performance as specified in Section 6.23. Contractor's dispatch center is subject to unannounced inspections by the County at anytime.

C) System Quality

Radio communications among system users (e.g., all County and Contractor personnel) shall be strong and clear at all times ("five by five"), both transmitting and receiving. The Contractor shall provide and maintain required system quality, as follows:

i. Contractor shall use a network of repeaters of sufficient strength and capacity to service all facilities/buildings included in the Contractor.

ii. The Contractor shall ensure that the speed and quality of radio communications is not detrimentally impacted by on-air congestion. The Contractor should select a channel, i.e. frequency that is not overloaded with non-Contract users.

iii. The Contractor shall implement a program of maintenance and repair for all equipment to be used in providing services to the County. Such a program shall ensure the optimum performance of all equipment at all times, thereby allowing the system to meet the service requirements and quality standard specified in the Contract.

iv. The Contractor shall have a sufficient number of spare radios, chargers and charged batteries in stock to provide for those that are inoperative in the field or in the repair shop. Malfunctioning radios shall be replaced within four (4) hours.

v. The Contractor shall ensure that all radio equipment has sufficient operating power

at all times during a tour of duty. It may be necessary for the Contractor to implement a system by which fresh batteries, or charger radios, are delivered to the posts in order to meet this requirement. Wherever possible, the County may provide safe storage and electric power (for charging).

D) County Evaluation of Communications System

The County reserves the right to evaluate the Communication System at any time during the term of the Contract including any extensions or renewal thereof. Should there be a deterioration of performance during the term of the Contract, and the Contractor is unable or unwilling to make necessary improvements, the County may terminate the Contract. The County shall be the sole judge of the adequacy of radio communications.

6.20 UNIFORMS AND EQUIPMENT

A) Requirements

The Contractor shall ensure that, at all times while in uniform, all personnel shall be fully equipped and wear complete County-approved uniforms including uniform jackets with required patches that are sewn on and name tags. All personnel shall wear uniforms whose color and style have been approved in advance by the County Contract Administrator. All personnel providing service to the County may be required to wear the same color and style of uniform, distinguished only by Contractor's identification patches (see below). Uniforms do not have to be new, but shall be in good condition and meet contractual standards. Said uniforms shall consist of the following items:

i) **Standard Uniform for all levels of Security Officers, Contractor Field Supervisor and Site Supervisor** shall include:

a) Trousers, all-season weight

b) Shirt/blouse, short or long sleeve

c) Belt – solid black

d) Duty Belt (Mixson style)

e) Socks – solid black

f) Shoes – solid black Patent Leather or Corofram, no high heels, no platform shoes and no sneakers or tennis shoes.

g) Shoulder patches to indicate the name of the Contractor shall be sewn on and worn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor shall be worn or displayed on the uniform except hat.

h) Nametags to be worn over the right shirt pocket

i) Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with Contractor's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the Contractor along with company patch sewn to the jacket

j) All personnel shall wear clean, pressed uniforms at all times while on duty at a County Post.

ii) **Specialized Uniforms** may be worn at certain sites/posts with prior approval of the County Contract Administrator or designee, and may include the following:

a) Polo style shirt with long pants

b) Polo style shirts with shorts, solid black sneakers or boots (High Tech type, Bike Patrol uniform) baseball cap with company logo on the front

c) Overall, Coveralls (Jumpsuits)

d) Company photo I.D. badge to be worn on uniform shirt in plain view at all times while on duty

e) Jackets worn during cold weather are to be issued by company along with company patch.

f) Long sleeve shirts with neckties

g) Blazers or Suit Jackets with company logo (Court Security Officer)

iii) **Personnel Equipment for Security Officers**

Except as specifically noted, or provided for the Contract, Security Officers shall be equipped at all times while on duty with the following items:

a) Handcuffs and Key

b) Flashlight; heavy-duty (2 or more D-cells)

c) Two-way radio, licensed for use by the Federal Communications Commission (FCC) and meeting all requirements as specified in Section 6.19.

d) In addition to the above, armed Security Officers shall be equipped with a .38 special 4" barrel revolver or 9mm semiautomatic pistol of a reputable manufacturer (e.g., Smith & Wesson, Colt, Ruger or Taurus), and ammunition that meets State statutes. The Security Officer shall also be issued an ammunition pouch and a minimum of eighteen (18) or fifteen (15) rounds according to the weapon's ammunition capacity. The Security Officer shall utilize a weapons triple retention holster compatible with the firearm, uniform and other equipment. The holster shall be worn on the duty belt. All armed security personnel shall be provided training for triple retention holster.

e) Mace in accordance with State statutes and officer shall be certified as per Florida State Statues

f) Expandable Baton (e.g.-ASP) in accordance with Florida Statutes and officer shall be certified as per Florida State Statutes

All personnel shall not carry any unauthorized equipment such as chemical agents, concealed weapons, personal radios, or other items not approved by the County Contract Administrator or not included in the Contract.

iv) **Vehicular Equipment**

Security Officers may be required by the County to operate licensed and insured marked motor vehicles in order to supervise different posts, move between assignments, or to conduct vehicular patrols of an area. Likewise, they may be required to operate off-street motorized carts in order to conduct vehicular patrol of an area. Other means of transportation e.g.-boats, bicycles, horse, etc. will be considered on a post-by-post basis for possible use. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor as well as specialized bike training class with a minimum of eight (8) hours. The County

Contract Administrator or designee shall approve vehicle types, color, markings, lights, and other features. Any personnel assigned to a post where he/she will be operating a motorized vehicle to include a golf cart shall have a valid Florida driver's license.

v) **Minimum number of Uniforms and Equipment for Security Officers**

In order to ensure that all on-duty Security Officers are fully equipped and meet contractual standards for neatness and appearance, the Contractor shall issue to each employee, and maintain throughout the term of the Contract, uniforms and equipment in the following minimum numbers as specified below:

a) Trousers, three (3)
b) Shirts/blouses, five (5)
c) One (1) set of all other uniform components as specified
d) Cold weather jacket (1)
e) Raincoat (1)
f) Duty Belt (1)
g) Handcuffs and Key (1)
h) Firearm, if applicable (1)
i) Ammunition Pouch (1)
j) Eighteen (18) or Fifteen (15) rounds of Ammunition, as applicable
k) Mace (1)
l) Expandable baton (1)

B) Radiation Detection Badges

The Contractor shall remain in full compliance throughout the term of the Contract, with all State of Florida Regulations related to the control of radiation, including Radiation Detection badges, as outlined in Chapter 10 D-91 of the Florida Administrative Code.

C) Maintenance Of Uniforms And Equipment

The Contractor shall assure that Security Officers maintain a clean neat, well kept appearance in accordance with the Contractual standards (e.g. pressed uniform, polished shoes, etc.). The Contractor shall maintain and replace uniforms, as necessary. Likewise, all equipment used by the Contractor, provided by either party, shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear which may constitute a hazard to any person on County property.

D) Uniforms Costs

The Contractor shall be responsible for the quantity and quality of uniforms and other required personal equipment used by its personnel in providing services to the County. The Contractor shall provide, at no cost to its personnel, all uniforms and equipment to ensure that contractual standards are met.

6.21 WEAPON SAFETY

The Contractor shall issue to its Security personnel a company issued Firearm. In no circumstance will Officer's personal weapons be acceptable as the Officer's duty weapon in providing service to the

County. The Contractor shall observe the following safeguards regarding the use of firearms at all County facilities/buildings. This includes, but is not limited to, the distribution of the following safeguards to all Security Officers on post and the inclusion of these safeguards in all training courses:

A) Firearms shall not to be removed from their holsters for any reason except to be used in life-threatening situations or for inspection by County Contract Administrator or designee. Gun Belts shall be worn properly at all times except during restroom breaks. Violations of these policies may result in immediate removal from County contract and criminal prosecution, as warranted.

B) At no time will firearms (including gun belts and ammunition) be stored or left unsecured at any County site.

C) Firearms shall not to be cleaned at County facilities at any time.

D) Unauthorized weapons, holsters, and ammunition are expressly prohibited.

E) Armed Security Officers and Supervisors who do not have in their possession a current gun license shall be immediately removed from standing post at the County facility.

F) Loss, theft, use, or misuse of weapons shall be reported immediately to GSA Security Management.

G) Armed Security Officers shall follow guidelines as set forth all in FSS Chapter 493.

6.22 **QUALITY ASSURANCE PLAN**

The Contractor shall establish and maintain a Quality Assurance Plan (QAP) to ensure that all requirements stated in the Contract are met. Changes to this plan during the term of the Contract shall be transmitted to the County Contract Administrator or designee as they are made. The plan shall include, but not be limited to, the following:

A) QAP Contractual Review Plan

The Contractor shall provide for the periodic review of all contractual requirements and services as identified in the Contract and related contractual documents (e.g., Post Orders, Quality Assurance Plan). The plan shall identify the activities to be inspected on both a scheduled and unscheduled basis, how often and in what manner the inspections will be accomplished, and the name and rank of personnel who will perform the inspections.

B) Corrective Action Procedures

The Contractor shall have established procedures to respond to and correct deficiencies in service that may have been identified by the County Contract Administrator or designee. The Contractor will be provided a time frame in which the corrective action shall be completed. If the Contractor is unable to complete the corrective action within the prescribed time allotted by the County Contract Administrator or designee, then the Contractor may submit a written request for an extension of time. Failure to complete any corrective action within the prescribed time on the part of the Contractor will result in Liquidated Damages and/or a Vendor Non-Performance.

6.23 **FAILURE TO PERFORM**

A) Liquidated Damages

The Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The County, at its sole discretion, will determine the damages arising from such failure. The County Contract Administrator's or designee's assessment of all Liquidated Damages will be final. The County will accomplish this by deducting the amount of the liquidated damages from subsequent payments due for service rendered by the Contractor. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of Liquidated Damages. Subsequent violations will result in a Vendor Non-Performance. Any of these violations may result in Contractor's personnel being removed from the post and/or Contract at the request of the County Contract Administrator or designee.

A written notice of a violation and intent to impose liquidated damages shall be provided to the Contractor in the form of an Infraction Report. Infraction Reports shall be issued to the Contractor promptly by the County Contract Administrator or designee, in order to afford the Contractor time to notify the County of extenuating circumstances.

The 1st infraction may result in Liquidated Damages of $100.00, the 2nd infraction $200.00, the 3rd and subsequent infractions $300.00; (Unless a Special Violation, in which case the 1st infraction will be $500.00, the 2nd infraction $1000.00, 3rd infraction $1500.00). The graduation of Liquidated Damages will occur with the involvement of the same facility, Contractor's personnel and a pattern of the same incidents at multiple posts (e.g. no radios, lack of supervision, etc.). Any violations committed by Contractor's personnel will result in the suspension or removal from duty of said personnel at the discretion of the County Contract Administrator or designee. Violations that may result in the assessment of Liquidated Damages include, but are not limited to, the following;

i) Contract Personnel Violations

a. Late for duty
b. Sleeping on duty
c. Failure to follow post orders
d. Abandoning post
e. Inappropriate Behavior
f. Improper or badly soiled uniform
g. Failure to conspicuously display on person Security officer licenses (D & G), Company ID or Aviation ID card when assigned to airport
h. Failure to make report
i. Improper clock rounds
j. Improper State licensure (e.g. not on person, expired)
k. Improper records, reports or logbook
l. Improper reading materials other than work related (e.g., newspapers and magazines)
m. Improper audio/video devices other than work related
n. Unauthorized visitors on post
o. Not signing in or out in logbook
p. Vehicle irregularities
q. Post opened or closed late
r. Personal phone use
s. Failed to report for duty
t. Health deficiencies

ii) Administrative Violations

a. Improperly or insufficiently equipped
b. No radio or inoperative radio
c. No vehicle or inoperative vehicle
d. No weapon or ammunition violation
e. Inadequate writing skills
f. Inadequate training
g. Lack of contract supervision.
h. Excessive hours on duty (not approved in advance by GSA)
i. Violations of local, State, or Federal laws, Regulations, or Ordinances
j. Failure to provide Security Officers for "special requests" assignment after making commitment
k. Criminal records check not complete/or hired
l. Contractor personnel with criminal records
m. Difficulty in speaking or understanding English, and/or being understood by others
n. Failure to have current Post orders on site
o. Invoicing Discrepancies or Inaccuracies
p. Contract Section Violations

iii) Special Violations

a. Reassignment of any personnel previously suspended or removed from duty by the County
b. Failure to notify the County of an arrest of personnel within time frame as specified in Section 6.11
c. Improper internal employee fines or wage practices
d. False or Misleading Statements by Contract personnel
e. Deduct money from an employee's paycheck as a result of Liquidated Damages

Note: The Contractor shall NOT pass along to its personnel any liquidated damages assessed for infractions on the Contract. Violations will not only result in Liquidated Damages, but constitute a Violation of the Living Wage Ordinance and may be subject to additional punitive action.

B) Non-performance Actions

Continuing patterns of contractual violations, or the commission of an especially egregious violation, may warrant the filing of a Vendor Non-Performance Action by the County Contract Administrator or designee. In such circumstances, the Contractor will receive copies of such actions, and will be given the opportunity to respond, in accordance with County Non-Performance procedures. Upon documentation of Non-Performance Actions, the County Contract Administrator or designee may take actions (beyond the imposition of Liquidated Damages) that may include the following but are not limited to:

i) Suspension and/or Loss of Post(s)

Repeated violations of any type or a particularly serious violation at the same facility or facilities may be taken as proof that the Contractor cannot properly handle that location or

locations. In such situations, the County Contract Administrator or designee may remove the Contractor from the facility/post and reassign the facility/post to another Contractor assigned, either temporarily (suspension) or permanently. Similarly, new or existing posts may be assigned to a different Sector Contractor in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing Contractor.

ii) Loss of Sector and Debarment

A continuing pattern of frequent and/or egregious violations at multiple facilities, or repeated actions by the County Contract Administrator or designee to suspend and/or remove the Contractor from Sector posts may be taken as proof of a general incompetence on the part of the Contractor to perform in accordance with the contractual requirements. In such circumstances, the Contractor may be placed on contractual probation, removed from the Contract and/or debarred from doing business with the County.

6.24 COURT APPEARANCES

The Contractor's personnel may be required to testify in various judicial proceedings on behalf of the County. These personnel shall coordinate all Contract-related court appearances with the County Contract Administrator or designee when such appearances are required. Any Security Officer required to make a court appearance shall be remunerated by the Contractor at the same hourly rate as would be earned while on duty under the Contract, and the Contractor shall in turn be remunerated by the County at the stipulated billing rate. The Contractor shall invoice for the actual hours the Security Officer spent at court, regardless of whether or not his/her testimony was used and/or provided. (Court delays are common, and multiple appearances by the testifying Officer may be required). A copy of the original subpoena shall be submitted with the invoice. Contract-related Court testimony on behalf of the County shall take priority over all other scheduled duties, and the Contractor shall coordinate with the County Contract Administrator or designee to ensure that this is done with no impact to daily operations. Personnel scheduled to testify on behalf of the County due to their Contract related duties shall appear for court testimony in full uniform, but without weapons/firearms.

6.25 INVOICING DISCREPANCIES

It is the County's intent to ensure that all invoices are processed and paid according to a Contract with the correct hours and rates reflected. It is the Contractor's responsibility to review and ensure that the invoicing submitted to the County accurately reflects the hours worked and applicable billing rates. Any invoices submitted for payment or correction after ninety (90) days from the service date will not be honored; furthermore, the continued submittal of duplicate invoices or previously processed invoices will result in Liquidated Damages and/or a Vendor Non-Performance.

7. REPORTING REQUIREMENTS & PROCEDURES

The Contractor shall comply with the following reporting requirements and procedures:

A) A brief statement of any unusual events shall be written in the post logbook, so the County Contract Administrator or designee can identify the principals later, if a further investigation is needed. All bound logbooks become the property of the County upon its replacement on the post. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The Contractor shall maintain all logbooks during the term of the contract and any renewals or extensions thereof. Upon expiration of the contract or earlier as required by County Contract

Administrator or designee, the Contractor shall deliver all such logbooks to the County at a place to be determined by the County.

B) A copy of all reports shall be furnished to the County Contract Administrator or designee prior to the completion of each shift and a copy to Security Management on all major incidents.

C) An Incident Report shall be completed whenever any unusual event and/or criminal events occurs. Such events include, but are not limited to the following: discharge of firearms, major criminal act or any safety hazards. Officers shall consult Contractor Field Supervisor when in doubt about any reports. If there are any injuries as a result of a firearm discharge 911 is to be called immediately. The Security Operations Center (SOC) 305.375.4500 shall be notified immediately after calling 911. Facility Contact/ Building Managers and Contractor Field Supervisors shall be notified.

D) Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the Security Operations Center (SOC) immediately after the incident occurs, in order to receive a Security Management case number, by calling the Security Operations Center (SOC) at 305.375.4500, after authorities have been notified.

E) All employees shall follow the "Chain of Command." After exhausting efforts with Contractor's Management staff the next step will be a GSA Security Supervisor followed by the County Contract Administrator. Failure to adhere to the guidelines may result in Liquidated Damages and/or removal of the Contractor's personnel from providing services to the County.

8. METHOD OF PAYMENT: BI-WEEKLY INVOICES

The Contractor shall abide by the following requirements of GSA Security Management for billing purposes:

i. Invoice: The Contractor shall submit one original and two duplicate sets of the detailed bi-weekly invoices to GSA Security Management Section, 200 NW 1 Street, Suite 103, Miami, FL 33128. Sample invoice is provided herein as Attachment B. The County will specify whether the invoices shall be submitted electronically or hard copy. The County reserves the right to change the format of invoices at any time. The Contractor shall work with the County to finalize the format for electronic invoicing.

ii. Payroll Documentation: In addition, from time to time the County Contract Administrator or designee may request time sheets, payroll records, and/or other documentation showing the names, social security numbers, wage rates, FICA payments, and unemployment insurance payments, and/or other applicable documents that would verify existence of a payment to the Contractor's personnel. The Contractor shall provide payroll documentation as directed by County Contract Administrator or designee.

iii. Payment Schedule: The Contractor shall agree to the County's Method and Times of Payment as specified in Article 9. The Contractor shall be prepared to have enough working capital to function in this environment.

9. OVERTIME

The County shall allow overtime payment at a maximum rate of one and a half times the regular hourly wages. This allowance shall only be provided in those instances where expressly authorized by the County Contract Administrative or designee prior to the commencement of the overtime work. Further, overtime work shall not be allowed during the normal work day. As a matter of confirmation, overtime work only occurs after 40 hours of work effort in a given week by a given individual.

10. LIVING WAGE

The Contractor shall comply with the provisions of Miami-Dade County Ordinance 99-44.

11. RETURNED CHECKS

In order to ensure the maintenance of an adequate job force, payment to security guards shall be on time and with checks that are valid, i.e., there are available funds in the bank to cover said checks. Refer to Section 6.23 (A) (iii), Special Violations, above.

12. COUNTY-FURNISHED ITEMS

The County shall furnish to the Contractor, to be used only in connection with the providing services to the County, the following materials and equipment:

A) Generic Post Orders will be given to the Contractor

B) Equipment

The Contractor shall be responsible for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall replace, or reimburse the County at current market rates, for all equipment that is lost, damaged, stolen, or made otherwise unavailable due to the negligence of the Contractor or its personnel. Upon termination/expiration of the Contract issued, all equipment shall be returned to the County in good operating condition, less reasonable wear and tear as defined by the County.

The Contractor shall be liable for any loss of or damage to County or private property, real or personal, that may result from the acts or omitted acts of its personnel in violation of a Contract or any derivative or supplemental documents (e.g. post orders) or directives.

C) Forms

A sample of required forms and other documentation used in reporting procedures at specific posts will be provided or approved by the County Contract Administrator, designee or Building/Facility Manager if site specific.

D) Keys

The Contractor shall be responsible for all keys that are issued by the County. Special care shall be exercised when dealing with Grand Master or Master keys. All lost keys shall be reported immediately to the Security Operations Center and to the Building Manager/Facility Contact. The Contractor shall provide adequate control and accountability for these keys. If a Grand Master or Master key under control of the Contractor is lost, the Contractor shall be liable for the cost of re-keying the building/facility. Lost keys other than Grand Master or Master keys shall result in the Contactor paying for the cost of re-keying all effected doors. The removal and/or duplicating of County issued keys without the expressed written consent of the County Contract Administrator or designee is strictly prohibited.

E) Phones

County phones made available to the Contractor's personnel to be used for County business only. Personal and long distance calls are prohibited. Long distance or any unauthorized calls shall be reimbursed to the County within fifteen (15) calendar days of notice from the County. The use of personal Cellular phones is also prohibited except in emergency situations, violations of these procedures will result in Liquidated Damages.

13. SCHEDULING SOFTWARE

The Contractor shall use scheduling software to track scheduling of guards and to ensure that all posts are staffed by guards qualified to work the said post. The Contractor will provide user access for GSA Security Management one County personnel, designated by the County Contract Administrator, at no additional cost to the County. The system should allow the County to view reports generated by this software. If the scheduling software will be use for billing also, the Contractor shall work with the County to provide finalize invoicing format.

14. GUARD CHECKS

The Contractor shall implement and use available systems to make sure that the guards are actively performing duty. This may include use of guard tour systems or similar, radio calls, or GPS. The Contractor shall notify the County Contract Administrator in writing as to what system will be used by the Contractor under this Contract. The Contractor shall provide reports to the County upon receipt of the request from the County Contract Administrator or designee.

15. TABLETOP EXERCISES AND DRILLS

The Contractor shall conduct, at no additional cost to the County, tabletop exercises and drills to simulate contingency events based on the security plan. These drills and exercises will be used to identify weaknesses and refine the current procedures. The County Contract Administrator will determine the dates and duration of these exercises.

16. CUSTOMER SATISFACTION PROGRAM

The Contractor shall implement a customer satisfaction program to include a minimum of customer satisfaction surveys to be conducted twice a year. The County Contract Administrator will determine the format for the surveys. Any negative feedback received shall eventually be followed by corrective action plan to be approved by the County Contract Administrator.

17. PERFORMANCE BOND REQUIREMENTS

The Contractor shall provide a Performance Bond in the amount of 10% of the total agreed upon weekly price multiplied by fifty-two (52) weeks for a yearly total for the Sector. The Performance Bond shall be delivered to the County within 15 calendar days after formal notice is issued by the County. The Performance Bond shall be prepared on the applicable bond form(s) provided herein as Appendix D. It may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as specified in Article 42. No other form shall be accepted. If the Contractor fails to deliver the Performance Bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender its offer guaranty/Proposal bond, and the County

shall not accept any Proposal from the Contractor for a twelve (12) month period following such default. In lieu of a bond, an **irrevocable letter of credit or a cash bond** in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable.

The Contractor shall comply with the performance bond requirements every year during the term of the Contract including any extensions/renewals thereof. The County will issue a notice to the Contractor every year and the Contractor shall deliver the performance bond to the County within 15 calendar days of the notice issuance date.

APPENDIX B

Price Schedule

A. CONTRACTOR's PRICE FOR PERSONNEL

Contractor's rates for different levels of security officers, site supervisors, field supervisor and project manager:

Personnel	Price (Hourly Rate)
Level 1 Security Officer	$19.88
Level 2 Security Officer	$23.42
Level 3 Security Officer	$25.61
Contractor Field Supervisor	$27.79
Site Supervisor (For Level 1 Officers)	$22.17
Site Supervisor (For Level 2 Officers)	$24.88
Site Supervisor (For Level 3 Officers)	$27.60
Personnel	**Annual Rate**
Project Manager	$60,000

Notes:

1. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees are included in the Contractor's price, as they shall not be reimbursed separately by the County.

2. Contractor shall submit invoices and other required documentation in order to receive payment for services rendered.

3. The County makes no guarantee of the actual number of hours under the Contract. The Contractor shall be paid on an hourly basis.

4. The County, may at its sole discretion, add or delete facilities/buildings.

5. The County, may at its sole discretion, increase/decrease the number of hours of service required for a building/facility.

B. PAYMENT FOR SPECIAL EQUIPMENT

Contractor's hourly rates for providing the "Special Equipment" for the duration of the Contract including any renewals and extensions thereof:

Special Equipment	Hourly Rate
Use of Licensed Motor Vehicle	$2.25
Use of Off-Street Motorized Cart	$0.75

Notes:

1. The County reserves the right to increase/decrease the hours for usage of supplemental equipment.

2. The County reserves the right to provide equipment to the Contractor and in that case, the above charges do not apply.

APPENDIX C

TIERS & SECTORS

Security Guard and Screening services are organized into a total of three (3) Tiers and six (6) Sectors as follows:

Tier	Number of Sectors	Service Required	Sector Numbers
Tier 1	2	Security Guard Services	Sectors*: 1D,1E
Tier 2	2	Electronic Screening Services alone, or a combination of Screening and Security Guard services	Sectors: 2A, 2B
Tier 3**	2	Electronic Screening services alone, or a combination of Screening and Security Guard Services or any other specialized services	Sectors: 3A, 3B

**Tier 3 consists of Sector 3A, Miami International Airport (MIA), and Sector 3B, Port of Miami (POM). Contractors at MIA and POM shall follow the unique federal security requirements and shall be accountable to Federal authorities.

The two (2) Sectors under Tier 1 require Security Guard Services only and are referred to as Tier 1 Sectors. The two (2) Sectors under Tier 2 requiring Electronic Screening Services alone or a combination of screening and security guard services are referred to as Tier 2 Sectors. Miami-International Airport and Port of Miami are referred as Tier 3 Sectors.

*Services for Sectors 1A, 1B, and 1C were solicited under RFP No. 487B. Tier 1 Sectors (excluding the Sectors of RFP No. 487B) encompass the entire area of Miami-Dade County. Tier 2 Sectors likewise are specific geographic areas that encompass the entire area of the County. Tier 1 and Tier 2 overlap one another. A Tier 1 facility (one that does not require Screening services) may lie in close proximity to a Tier 2 facility (one that does require Screening services).

Sector boundaries have been drawn in such a way as to delineate Sectors that are in the best interest of the County. Due to the necessity to ensure that only one Contractor provides services to a facility, it may become necessary from time to time to reassign specific facilities between Sectors.

Sector Boundaries

A) Tier 1 Sectors

Sector 1D: Bounded on North by the South side of Flagler Street **(EXCLUDING 140 WEST FLAGLER BUILDING)**, extending South to the North side of SW 64th Street, East and West to the Miami-Dade County limits. This Sector includes the following:

Sector 1E: Bounded on the North by the South side of SW 64th Street, and extending South, East and West to the Miami-Dade County limits.

B) Tier 2 Sectors

Sector 2A: Excluding the area of Miami International Airport (Sector 3A), this Sector is bounded on the North by the Miami-Dade County line, South by State Road 836/395, East (to include Miami-Beach) and West by the Miami-Dade County limits.

Sector 2B: Bounded on the North by State Road 836/395, extending to the South, East and West to the Miami-Dade County limits.

C) Tier 3 Sectors

Sector 3A: Bounded within the confines of the Miami International Airport (Aviation Department) which at the time of the RFP is; Bounded on the North by Northwest 36th Street, extending South to State Road 836/395, East by LeJeune Road (NW 42nd Avenue) and on the West by Northwest 72nd Avenue.

Sector 3B: Bounded within the confines of the Port of Miami (Seaport Department), formerly Dodge & Lummus Islands. Bounded on the north by the Main Ship Channel, extended south to Fisherman's Channel, east by Government Cut, west by Biscayne Boulevard, including the bridges from N.E. 5th and N.E. 6th Street to the Port of Miami.

APPENDIX D

MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

Any change, alteration or addition to this form will disqualify this Performance and Payment Bond

STATE OF FLORIDA)
SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____

_____ As Principal, and _____

_____

A corporation organized under the laws of the State of _____ with its home office in the city of _____, as Surety, (said Principal and said Surety hereinafter collectively being referred to as Obligator), are held and finally bound unto Dade County, Florida, acting by and through the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, and their successors in office, hereinafter called the Obligee, in the sum of $_____ lawful money of the United States of America, for the payment whereof to the Obligee, the Principal and Surety respectively bind themselves, their successors, heirs, and assigns, jointly and severally, finally by these present.

Signed, sealed and dated this _____ day of _____, 20_____.

WHEREAS the Principal and Obligee have entered into a written contract, hereinafter called the "Contract" for

_____

_____

As evidenced by contract and specifications made a part thereof, entered into between the Principal and the Obligee on the _____ day of _____, 20_____ a copy of which Contract may be attached hereto and is hereby referred to and made a part thereof.

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of the Principal's failure to comply with any of the terms of the Contract, then this obligation shall be void; otherwise, it shall remain in full force.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

1. Said Principal (Contractor) shall well and truly perform; carry out and abide by all terms, conditions and provisions of said Contract including all maintenance and warranty provisions and furnish complete the items herein specified in accordance with the terms thereof, and the Obligator herein shall and does hereby agree to indemnify the Obligee and hold it harmless of, from and against any and all liability, loss, cost, damage or expense and attorney's fees, including appellate proceedings, which said Dade County, Florida may incur or which may accrue or be imposed upon either thereof by reason of any negligence, default and/or misconduct on the part of the said contractor, and _____ agents, servants, and/or employees, in, about or on account of the performance of said contract by the said contractor, and shall repay to and reimburse to the said Dade County, Florida, promptly upon demand, all sums of money, each and every, reasonably paid out or expended by the said Obligee on account of the failure and/or refusal of said contractor to carry out, do, perform and/or comply with any of the terms and provisions of said Contract at the time and in the manner therein provided.

2. The Principal will make payments to all persons supplying Principal labor, material and supplies used directly or indirectly by the Principal or any subcontractors of the Principal in the prosecution of the work provided for in said Contract.

3. Each and every person, natural and artificial, for whose benefit this bond has been executed as disclosed by the text of this bond and of said Contract, specifications, drawings and all papers, and of said agreement and instruments attached and made a part of said Contract, and each and every person, natural and artificial, supplying labor, materials and supplies in furtherance of said Contract, shall have the same several rights of suit or action upon this bond as if he or they were the Obligee or Obligees herein specially mentioned, and the obligations hereof shall be several as to the rights of said persons or said Obligees hereof.

4. In each and every suit brought against the Obligor upon this bond in which the Plaintiff shall be successful, there shall be assessed therein against the Obligor herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Obligor hereby expressly agrees to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20_____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of: _____
Printed Name of Individual

_____

_____ _____
Two Witnesses Signature of Individual

[redacted]

WHEN THE PRINCIPAL IS SOLE PROPRIETORSHIP OR OPERATES UNDER TRADE NAME:

Signed, sealed and delivered in the presence of: _____
Name of Firm

_____ _____
Signature of Individual

_____ _____
Two Witnesses Printed Name of Individual

[redacted]

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of: _____
Name of Firm – A Partnership

_____ _____
Printed Name of One Partner

_____ _____
Two Witnesses Signature of One Partner

[redacted]

WHEN PRINCIPAL IS A CORPORATION:

_____

_____ _____
Secretary Correct Name of Corporation

(Affix Corporate Seal) By: _____
President or Vice-President

[redacted]

Attest:

_____ _____
Corporate Surety

Countersigned: _____
Business Address

_____ By: _____
Florida Resident Agent Corporate Seal

CORPORATE PRINCIPAL CERTIFICATION

I _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested foe and in behalf of said corporation by authority of its governing body.

Corporate Seal

STATE OF FLORIDA)
SS
COUNTY OF DADE)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared: _____ _____ to me well known, who being by me first duly sworn upon oath says that he/she is the Attorney-in-fact for the _____ and that he/she has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Miami-Dade County, Florida.

Subscribed and sworn to before me this _____ day of _____ A.D. 20 _____.

_____

Notary Public, State of _____ at Large

My commission expires _____

Security Guard and Screening Services
Contract No. 487A-2A

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between 50 State Security Service, Inc. , a corporation organized and existing under the laws of the State of Florida, having its principal office at 1125 N.E. 125th Street, North Miami, FL 33161 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide security guard and screening services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 487A and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated April 11, 2006, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein; and,

WHEREAS, the County desires to procure from the Contractor such services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Building Manager" to mean the County employee responsible for the supervision of a particular building(s) or area(s) in Miami-Dade County.

b) The words "Central Dispatch Center" to mean a base station/office where personnel employed by the Contractor have the capacity to monitor telephone calls, radios, faxes and employees.

c) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

d) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A) and all appendices, RFP No. 487A and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

e) The words "Contract Date" to mean the date on which this Agreement is effective.

f) The words "Contractor" to mean 50 State Security Service, Inc. and its permitted successors and assigns.

g) The words "Contractor Field Supervisor" to mean supervisory personnel designated by the Contractor and approved by Miami-Dade County for supervising and providing specific training to Security/Screening Officers assigned to the Contract.

h) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.

i) The words "Contractor Personnel" to mean all personnel employed by the Contractor and approved by the County, for the Contract, including but not limited to the Project Manager, Contractor Field Supervisors, Dispatchers, Site Supervisors and Security/Screening Officers.

j) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.

k) The words "County Contract Administrator" (CCA) to mean a person designated to coordinate and monitor the services provided by the Contractor. This person is

the Chief of Security, General Services Administration (GSA). This person is the County's Project Manager for the Contract.

l) The words "County's Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.

m) The words "County Security Supervisors" to mean Staff designated by the County Contract Administrator to monitor all aspects of the Contractor's operation as it pertains to the performance and delivery of services required by the County under the Contract.

n) The word "Days" to mean Calendar Days.

o) The word "Department" to mean General Services Administration.

p) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

q) The word "Dispatcher" to mean personnel employed by the Contractor to staff its Central Dispatch Center.

r) The words "Facility Contact" to mean person assuming the same role in a building or area that does not have a designated Building Manager or who has been delegated such duties by the Building Manager.

s) The words "GSA Security Management" to mean County's management responsible for overseeing the security of County's buildings/facilities and monitor the services provided by the contractor. This includes County Contract Administrator, County Security Supervisor or designees.

t) The words "Liquidated Damages" to mean a financial assessment levied by the County Contract Administrator or designees, for failures by the Contractor or its employees to meet contract requirements or standards, there by resulting in the contractors failure to deliver the services required or any derivative/supplemental documents (e.g. Post Orders), creating direct, indirect or potential losses to the County.

u) The words "Project Manager" to mean person designated by Contractor and approved by Miami-Dade County to administer the Contract and oversee Contractor operations.

v) The word "Records" to mean any books, documents or evidence pertaining to, or used in the Contract.

w) The word "Sector" to mean a term to describe a Tier 1 or Tier 2 or Tier 3 geographical area.

x) The words "Security Operations Center" (SOC) to mean the County facility, designated by the County Contract Administrator, that will function as the primary point of radio and/or telephone contact between contract personnel and the County Contract Administrator or designees on a 24-hour a day, yearly basis.

y) The words "Security/Screening Officer" to mean personnel designated by the Contractor and approved by Miami-Dade County to perform specific duties as defined in the Contract.

z) The words "Security/Screening Officer Infraction Report" to mean a written report prepared by the County Contract Administrator or designee to identify specific failures and to assess Liquidated Damages to the Contractor for failure to meet Contract standards.

aa) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

bb) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

cc) The word "Tier" to mean a term used to describe type of service required as follows: Security Guard Services only (Tier 1), Security and Screening Services (Tier 2) or Security, Screening and specialized services (Tier 3).

dd) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ee) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Price Schedule (Appendix B), 4) Appendices C and D, 5) the Miami-Dade County's RFP No. 487A and any associated addenda and attachments thereof, and 6) the Contractor's Proposal.

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ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date specified on the first page of this agreement and shall be for duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for two (2) two-year options-to-renew. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This

Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

The Contractor shall commence work upon issuance of a Notice-to-Proceed by the County.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the County's Project Manager:

Miami-Dade County
200 N.W 1st Street, Suite 104
Miami, FL 33128
Attention: Daniel Payne, Chief of Security
Phone: (305) 375-1011
Fax: (305) 372-6020

and,
b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

50 State Security Service, Inc.
1125 N.E 125th Street
North Miami, FL 33161

Attention: John M. Williams, President
Phone: (305) 899-2508
Fax: (305) 899-9562
E-mail: john@50state.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

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ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to deterrnine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in Appendix B - Price Schedule. The County reserves the right to add and delete facilities/buildings and increase/decrease the number of hours of service required at a building/facility. The County may negotiate with the Contractor the cost to provide services to facilities/locations that are added to the contract during the contract term and any extensions/renewal thereof.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods, except for yearly percentage increase in the living wages that will be applied to the classifications that are billed to the County at hourly rates specified in Appendix B. The Contractor is responsible for requesting the living wage increase. The Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof. The County will issue supplemental agreements and revise Appendix B to incorporate this change in the hourly rates. The County may negotiate, at the time of renewal or extension of the Contract, the hourly rates for special equipment, including vehicles, provided by the Contractor

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County bi-weekly (once every two weeks), upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County and shall show the County's contract number. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
200 N.W 1st Street, Suite 104
Miami, FL 33128
Attention: Daniel Payne, Chief of Security

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1st Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Public Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of the Department of Procurement Management, as the certificate holder, must appear on the certificate of insurance.**

   Public Liability Insurance shall cover the armed services.

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with

new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the County's Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the County Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the County's Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the County's Project Manager. In the event that the Contractor and the County's Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County

Manager or designee, who may not be the County's Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope Of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the

portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However,. since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such

provision.

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

v. take no action which will increase the amounts payable by the County under this Agreement; and

e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

i. portion of the Services completed in accordance with the Agreement and

the Work Order up to the Effective Termination Date; and

ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.

f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis.

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways,

processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in

regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure

or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such

license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the

operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and

agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

   ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in

advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the County's Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and

construed in accordance with, the laws of the State of Florida.

ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP

as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 42. PERFORMANCE BOND

The contractor shall duly execute and deliver to the County a Performance and Payment Bond in the amount of 10% of the total agreed upon weekly price multiplied by fifty-two (52) weeks for a yearly total for the Sector. The Performance and Payment Bond Form, Appendix D, provided by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the County within 15 calendar days after formal notice from the County. If the

Contractor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that Contractor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. On contract amounts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;

2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of this contract and/or as long as the funds are being held by Miami-Dade County.

F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: John M. Williams	By: _____
Name: John M. Williams	Name: _____
Title: President	Title: _____
Date: 26 Sept 2006	Date: _____
Attest: Lianne M. [illegible] Corporate Secretary/Notary	Attest: _____ Clerk of the Board
Corporate Seal/Notary	Approved as to form and legal sufficiency _____ Assistant County Attorney

APPENDIX A
SCOPE OF SERVICES

1. INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by Miami-Dade County General Services Administration (GSA) is contracting for Security Guard and/or Screening services for facilities in the geographic boundaries of Sector 2A. A brief description of all Tiers and Sectors in the County is provided herein as Appendix C.

The Contractor shall ensure the highest level of security at each and every facility where services are provided. The types of services required under this Contract are:

- Armed Security
- Unarmed Security
- Electronic Screening

Services at a given facility shall be provided by a single Contractor.

The County reserves the right to add or delete a Sector or a facility from a Sector during the term of the Contract 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 Contractor, currently providing service to the County, in the best interest of the County.

The contract term is 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. QUALIFICATIONS FOR THE CONTRACTOR

The Contractor shall maintain, at a minimum, the following qualifications during the term of the Contract including extensions and renewals thereof.

A. The Contractor 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: Contractor 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 Contractor. This center shall not be outsourced to another company unless approved in writing by the County Contract Administrator.

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 personnel of the Contractor. The Contractor 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 Contractor's personnel shall act in a courteous and professional manner at all times. The Contractor 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 Contractor shall be liable for losses; potential loses or damages arising from the actions of its personnel.

4. PRE-CONDITIONS OF NOTICE-TO-PROCEED

The Contractor shall commence work upon issuance of a Notice-to-Proceed by the County. The County will issue a Notice-To-Proceed after the Contractor has met the following requirements:

A) The Contractor shall have a radio license, issued to the Contractor by the Federal Communications Commission (FCC), or shall have an agreement with the service provider to use its service/channel that permits radio operations/coverage in Miami-Dade County. Two-way radio coverage shall cover the entire County. A copy of the license and/or agreement with the service provider shall be provided to the County.

B) The Contractor shall have a local management office as specified in Section 6.17. The County reserves the right to inspect the office at any time.

C) The Contractor shall meet the Performance Bond requirements as specified in Section 17.

D) The Contractor shall meet the insurance requirements as specified in Article 10 of the Contract.

E) The Contractor 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 the Contract The personnel requirements are specified in Section 6.1. The County reserves the right to interview and approve personnel.

F) The Contractor shall have a Communication System that meets the requirements as specified in Section 6.19. These criteria and all other facets of the Contractor's radio communications system will 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 Contractor 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 Contractor shall establish a Quality Assurance Plan (QAP) as specified in Section 6.22. The plan shall be approved by the County Contract Administrator before the Notice-To-Proceed is issued by the County.

H) The Contractor shall directly employ a state-licensed firearms training instructor before the issuance of Notice-To-Proceed by the County. Proof of employment, and all licenses and certificates for Firearms Instructor shall be submitted to the County.

5. LOCATION OF REQUIRED SERVICES

Sector 2A: Excluding the area of Miami International Airport (Sector 3A), this Sector is bounded on the North by the Miami-Dade County line, South by State Road 836/395, East (to include Miami-Beach) and West by the Miami-Dade County limits. This Sector includes the following:

Total number of Facilities:	Ten (10)
Level 1 Officers:	855.5 Hours or approximately twenty-one (21) Officers
Level 2 Officers:	40.0 Hours or approximately one (01) Officer
Level 2 Officers:	633.0 Armed hours or approximately fifteen (15) Officers
Level 3 Officers:	585.25 Armed hours or approximately fourteen (14) Officers
Screeners:	1,606.0 Hours or approximately forty (40) Screeners
Vehicles:	0 Hours totaling (0) vehicles
Golf Cart:	168.0 Hours totaling one (01) Golf Cart
Radios:	49

All current/future Miami-Dade Housing Agency facilities/buildings that fall/may fall in the geographic boundaries of Sector 2A are excluded from this Sector.

6. REQUIREMENTS AND SERVICES

6.1 PERSONNEL REQUIREMENTS

All licenses and other personnel requirements shall be maintained throughout the term of the Contract and any extensions or renewals thereof. The County may request the Contractor to provide officers/supervisors or other classifications of personnel. The licensing requirements, qualifications, tasks, hourly rates and wages for these additional classifications will be determined at a later date.

A) PROJECT MANAGER

The Project Managers shall meet the following requirements:

i) Shall have a valid "MB" / "M" (Manager of a Security Agency) State License from the Florida Department of State, and shall maintain this license at all times while providing service to the County under the Contract.

ii) Shall have a high school diploma or a GED **and** shall have a minimum of two (2) years of experience in the management and operation of security or police or screening services and two (2) years in management and operations of screening services or

Shall have a bachelors degree **and** at least two (2) years of experience in the management and operations of screening services within past three (3) years

High school diploma, GED and bachelors degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED

and Bachelors degree.

iii. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iv. Shall be at least 21 years of age

v. Shall pass a urinalysis test showing abstinence from drug/illegal substance use, except prescribed medications

vi. Be able to communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, Project Manager shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

vii. Criminal Background Checks: All Project Managers shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. They shall also pass the FDLE and National background check.

B) CONTRACTOR FIELD SUPERVISOR

Contract Field Supervisors employed by the Contractor shall meet the following requirements:

i. Shall have a valid Class "D", Security Officer, license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under the Contract.

ii. Shall have a valid Firearms ("G") license from the Florida Department of State.

iii. Shall have a high school diploma or a GED and minimum three (3) years of experience as a police officer / Minimum three (3) years of experience as a military police officer / Minimum three (3) years of experience a correctional officer (sworn with powers of arrest) / Minimum six (6) years of experience as a career military or

Accredited Bachelors degree and/or its equivalent in credit hours

High school diploma, GED and bachelors degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED and Bachelors degree.

iv. Shall have at least one (1) year of experience as a Supervisor of Contract Security personnel or
One (1) year of experience as a Level III Security Officer under Miami-Dade County Contract

v. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration

Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

vi. Shall have a valid State of Florida Driver's license

vii. Shall be at least 21 years of age

viii. Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

ix) Be able to Communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, Contractor Field Supervisor shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

x) Criminal Background Checks: All Contractor Field Supervisors shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. They shall also pass the FDLE and National background check.

C) SITE SUPERVISOR

All Site Supervisors employed by the Contractor to provide services to the County are required to meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Contract Administrator or designee. All Site Supervisors shall meet the following requirements:

i) Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under the Contract.

ii) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iii) Shall have a valid State of Florida Driver's license (Required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

iv) Shall be at least 21 years of age.

iii) Shall have a high school diploma or a GED. High school diploma or GED shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED;

iv) Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

vii) Able to communicate (oral and written) in English: Security work often deals with life/safety issues; therefore, all supervisors shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

viii) Criminal Background Checks: All Site Supervisors shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. All Site Supervisors shall also pass the FDLE and National background check.

All Site Supervisors shall meet all the qualifications specified above and the specific qualifications as specified below:

a. SITE SUPERVISOR FOR SECURITY SERVICES:

The Contractor shall provide a Site Supervisor when required by the County. The minimum requirements of a Site Supervisor are as follows:

i. Valid firearms class "G" (when applicable) license issue by the Florida Department of State, pursuant to Florida Statute 493
ii. One (1) year of supervisory experience or six (6) months experience working on the County's Security Services contract

The candidate for this position shall be approved by the County Contract Administrator of designee.

b. SITE SUPERVISOR FOR SCREENING SERVICES:

The Contractor shall provide a Site Supervisor knowledgeable in all aspects of Weapon Screening, including the use of Electronic Screening equipment such as X-ray machines, walk-thru Magnetometers, and handheld screening devices; and the application of physical and visual searching techniques. This position, when required by the County, shall be the equivalent of the highest classification of officer supervised (or higher). The Site Supervisor will be an operational Supervisor. The minimum requirements are:

i. Minimum of six (6) months continuous Weapon Screening experience

ii. Valid firearms class "G" (when applicable) license issued by the Florida Department of State, pursuant to Florida Statute 493.

The candidate for this position shall be approved by the County Contract Administrator or designee.

D. SECURITY OFFICERS

All levels of Security Officers employed by the Contractor to provide services to the County shall meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Contract Administrator or designee. The County reserves the right to interview and approve any personnel during the contract term and any extensions or renewals thereof. All level of Security Officers shall meet the following requirements:

i) Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All officers shall maintain this license at all times while providing service to the County under the Contract.

ii) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iii) Shall have a valid State of Florida Driver's license (Required if Security Officer is assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

iv) Shall be at least 21 years of age.

v) Shall have a high school diploma or a GED. High school diploma or GED shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED;

vi) Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

vii) Be able to Communicate in English: Security work often deals with life/safety issues; therefore, all security officers shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

viii) Criminal Background Checks: All security officers shall have a state and national

criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. All security officers shall also pass the FDLE and National background check.

All levels of officers shall meet all the qualifications specified above and the specific qualifications for each level as specified below.

i. Level I

This is the lowest classification of unarmed Security Officers.

a) Minimum one (1) year of experience as a licensed Security Officer or Minimum one (1) year management/supervisory experience or one (1) year of accredited college course of study and/or its equivalent in credit hours

ii. Level II

This is the intermediate classification of Security Officer. This may be an armed or unarmed position. Minimum requirements for Level II officers are:

a) Valid Firearms ("G") license (when applicable)

b) Prior military experience or
Prior correctional officer or
Prior police officer or
Police or correctional academy graduate or
Accredited associates degree and/or its equivalent in credit hours

If a Security Officer meets all the requirements as specified in Section 6.1(D) and has graduated from police or corrections academy (or has up to three years of experience as a police/correctional/military officer), he/she qualifies for Level II Security Officer position. If the Security Officer meets all the requirements as specified in Section 6.1 (D) and has minimum of three or more years of experience as a police/military/correctional officer (See Section 6.1 (D) (Level III) (b)), he/she qualifies for Level III Security Officer position.

iii. Level III

This is the highest classification of Security Officer. The minimum requirements for Level III are:

a) Valid Firearms ("G") license

b) Minimum three (3) years of experience as a police officer or
Minimum three (3) years of experience as a military police officer or
Minimum three (3) years of experience a correctional officer (sworn with powers of arrest) or
Minimum six (6) years of experience as a career military or
Accredited Bachelors degree and/or its equivalent in credit hours

NOTE: All required experience shall be from within the United States or its territories. All experience shall be fully and readily verifiable. Applicants with military service shall supply a copy

of the DD-214L form and have received an Honorable Discharge from duty in order to be accepted.

E. Level 1 and Level 2 Screening Officers

Level 1 and Level 2 Screening Officers shall meet all qualifications for Level I and Level 2 security officers respectively and shall have received the training as specified in Section 6.16 (G).

F. Level 3 Screening Officers

All Level 3 Screening Officers shall meet all qualifications for Level III security officers and shall have received the training as specified in Section 6.16 (G).

G. ALL PERSONNEL

All personnel employed by the Contractor shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by the Florida State Statute. This includes a company issued photo I.D. card. All of the above are to be conspicuously displayed at all times while on duty. The Contractor shall provide in all instances radio equipped, uniformed Security/Screening Officers, and armed if requested, to provide Security/Screening service at designated locations. The number of personnel and hours of service required will be specified by Miami-Dade County, to the Contractor.

Required Documentation

All personnel providing services to the County, shall display on their uniform as required and keep current, all appropriate cards, certificates, and licenses, as follows:

	Security Officer/Site Supervisor	Contractor Field Supervisor
State of Florida "D" Security Officer License	Yes	Yes
State of Florida "G" Firearms License	*Yes	Yes
State of Florida Driver's License	**Yes	Yes
Company-issued Photo ID Card	Yes	Yes

* Only required if assigned to armed post
** Only required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

Personnel may not be employed by the Contractor to provide services to the County if he/she currently or in the past has:

a. Any Felony, Sexual or Domestic Violence conviction.
b. Discharged from the Military under any conditions other than Honorable.
c. Any history of irresponsible behavior (only if assigned to a vehicular patrol), including but not limited to an unreasonable driving record, or a problem employment record as determined by the County Contract Administrator or designee.

d. Any criminal activity listed in 49 US Code of Federal Regulations (CFR) section 1542.209, *Disqualifying Criminal Offenses* and 19 CFR 122.183, *Denial of Access*, for assignments involving Aviation Department properties.

The work performed on the Contract requires frequent and prolonged walking and standing. Occasionally, Security/Screening Officers may be required to subdue violent people. Physical stamina is a basic requirement of this position. Any individual, who cannot meet the physical requirements of the position, including inability discovered through the job performance, will not be qualified to work under the Contract.

In addition all personnel shall possess good human relations skills.

6.2 SPECIFIC TASKS & RESPONSIBILITIES

The tasks, responsibilities or requirements outlined below are specific, but will vary from facility to facility. The tasks expected by the County shall be performed by personnel employed to provide services to the County, and include, but are not limited to, the following:

A) Project Manager:

The Contractor shall provide a full-time Project Manager for the Sector to provide services to the County. The Project Manager shall be interviewed and approved by the County Contract Administrator prior to providing services to the County. This individual will supervise all contract operations and coordinate reports, Security/Screening Officer assignments, and time sheets with the County. The Contractor shall provide a local telephone and cellular number or numbers (i.e. within Miami-Dade County) where the Project Manager (or identified alternate) may be reached 24 hours per day, 7 days per week, on a year-round basis. An answering service or machine is not acceptable. The Project Manager shall provide overall management and coordination of the Contract and shall act as the primary point of contact with the County. The Project Manager or alternate shall have full authority to act for the Contractor on all matters related to the daily operations.

The County may require the Project Manager to be available full time in the County office, to be provided by the County, for purposes of this Contract.

The Project Manager shall complete the required screener training within sixty (60) days of the contract start date, if he/she does not satisfy the requirements as specified in Section 6.16 (G).

Tasks:

i. Maintain Quality Assurance Plan as specified in Section 6.22
ii. Report to the County Contract Administrator on an "As needed" basis or when requested by the County Contract Administrator or designee
iii. Respond to verbal/written notifications of Contract violations as specified by the County Contract Administrator or designee
iv. Ensure that all personnel are properly trained prior to being assigned to a facility/post
v. Meet with County Contract Administrator or designee on a monthly basis or as requested by the County
vi. Act on behalf of the Contractor on all matters related to the Contract

vii. Ensure that there is sufficient cross-trained staff for backups and replacement

viii. Be knowledgeable and adhere to contractual standards and procedures regarding weapon safety

ix. Respond to requests within thirty (30) minutes via telephone contact or meeting as specified by the County

x. Ensure that x-ray and magnetometer calibration reports are completed as required

B) Contractor Field Supervisor:

The Contractor shall provide active, on-duty supervision for every shift covered by the Contractor on a 24-hour per day, year-round basis. These Field Supervisors shall be uniformed, armed, and equipped with marked vehicles. The Field Supervisors shall have no duties other than the inspection, supervision, and training of personnel assigned to provide services to the County. The Field Supervisors shall conduct inspections in the field on all shifts, answer questions, resolve problems, respond to emergencies, and otherwise complete tasks as identified in this Contract. The level of supervision provided by the Contractor shall be a minimum of two (2) Contractor Field Supervisors for the Sector for each shift.

While conducting such inspections, Field Supervisors shall record such visits and any deficiencies found during inspections in the site logbook and in the form of an incident report. During any of the above listed shifts, upon the Field Supervisor completing the minimum required post inspections, he/she shall remain in the Contractor's assigned Sector for the remainder and continuously patrol and complete additional post inspections. In any case that a Field Supervisor is unable to complete the minimum post inspections, a verbal notification shall be provided to the Security Operations Center before the end of the shift. Additionally, written notification shall be provided to the County Contract Administrator or designee within 24 hours. In the event that the County Contract Administrator or designee determines that the level of supervision provided by the Contractor is deemed insufficient to effectively manage the personnel, the County Contract Administrator or designee and the Contractor shall meet to discuss the Contractor's supervision plan and what the Contractor shall do to improve its performance level. Such actions may include the Contractor providing additional Field Supervisors and/or increasing the number of required post inspections per shift.

Tasks:

i. Respond to on-site emergencies or to requests from GSA Security Management within thirty (30) minutes of occurrence/request

ii. Conduct on-site inspections, answers questions, and offers advice on a 24-hour per day basis

iii. Provide technical and administrative advice on each shift

iv. Assure proper assignment coverage. If a post cannot be covered, the Contractor shall immediately notify GSA Security Management

v. Provide training to each Security Officer until assignment is fully understood and prior to placing that individual on the assignment

vi. Provide directions, follow-up training, and instructions to post and/or patrolling Security Officers by making rounds and observing Security Officers in the performance of their duty for each shift

vii. Call attention of subordinates to any deviations from acceptable practices and procedures, instructs Security Officers of proper methods, and explains conditions under which deviations are permissible. All deviations shall be referred to the Project Manager.

In addition, said deviations and corrective action taken are to be recorded in post logbook

viii. Respond to requests of subordinates for assistance

ix. Exercise leadership ability

x. Maintain good personal and uniform appearance

xi. Update and explain post procedures

xii. Has working knowledge of radio procedures and codes, and be able to train Security Officers in same

xiii. Drive a marked motor vehicle as required

xiv. Conduct investigations

xv. Complete all necessary reports specified in this Contract, forwarding originals to GSA Security Management. Reviews, corrects, and approves subordinates' reports

xvi. Has knowledge of local jurisdictions and whom to call when incidents occur

xvii. Maintais facility logbooks at each facility

xviii. Ensure that employees do not disturb property and papers on desks, open desk drawers or cabinets, or use County telephones, except as authorized or enter any office without prior authorization, except in an emergency situation. If such an entry is made a report shall be generated

xix. Remian properly equipped, in proper uniform, provide temporary coverage of vacant posts for absent Security Officers or as required by the County

xx. Shall carry an approved firearm and ammunition at all times while on duty

xxi. Ensure that posted and/or patrolling Security Officers have materials, uniforms, and equipment sufficient to perform required duties and that these meet contractual standards for completeness, condition, and appearance

xxii. Be knowledgeable and adheres to contractual standards and procedures regarding weapon safety

xxiii. Has a working knowledge of each assignment covered by the Contractor

Note: **The Project Manager and Contractor Field Supervisor are two separate functions and shall not to be combined.**

C) Site Supervisors

The tasks for the Site Supervisors will be determined at a later date depending upon the facility. The tasks shall be approved by the County Contract Administrator or designee.

D) Security/Screening Officer

Tasks:

i. Report to work on time and remain on assigned duties until relieved as required

ii. Maintain good personal and uniform appearance and be courteous to the public and the County personnel at all times. Uniforms shall be clean and pressed and include the name tags

iii. Cover an assignment at a fixed post or patrols an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property

iv. Intervene to terminate injurious acts and detains individuals for further investigation or arrest where circumstances and conditions warrant as stated in the State of Florida

Security Officer's Handbook (FSS Chapter 493)

v. Communicate effectively with the public and the County personnel and directs visitors to personnel and services within the facility

vi. Ensure that Lost and Found functions are conducted only by the County personnel

vii. Conduct patrols in accordance with routes and schedules established in the Post Orders. Where installed and in working order, the watchman reporting systems shall be used by uniformed personnel to record their presence at the designated posts

viii. Raise and lower flags at designated times (where applicable)

ix. Refuse acceptance of any mail or packages without written authorization from the Building Manager/Facility Contact

x. Lock and unlock gates and doors at designated times

xi. Turn lighting on and off as required

xii. Ensure that only authorized personnel are permitted access to closed or restricted facilities. Positive photo identification shall be presented. The Security/Screening Officer shall verify the picture on the I.D. is the same as the person presenting it.

xiii. Respond to reports of sick or injured persons, and then notifies supervisor, appropriate authorities (e.g., 911, Facility Manager, Supervisors and Security Management.)

xiv. Report safety hazards, malfunctioning equipment, spills, and other such matters to appropriate Facility Contact person. Any such incident will require a Logbook entry be made

xv. Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment as required

xvi. Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations; evaluates situations encountered and takes action as prescribed in Post Orders and/or facility/building self-protection plans

xvii. Investigate questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts, and notifies authorities if warranted

xviii. Operate a marked motor vehicle where required

xix. Maintain order and uses good judgment and discretion in handling unruly or trespassing public

xx. Maintain daily logs and writes daily reports, incident reports, and non-employee injury reports. Incident reports shall be on a pre-approved County form

xxi. Provide escort services to County employee's and visitors as required for (Domestic Violence related cases escorts are not provided, Law Enforcement should be notified.)

xxii. Maintain a professional atmosphere within areas of assignment

xxiii. Shall not read newspapers, magazines, religious materials or any other non-work related items while providing services to the County. In addition newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each officer to ensure at the start of each shift that this policy is followed. (e.g., they need to be sure that there are no newspapers, unauthorized reading materials, Televisions, Radios, CD or MP-3 players or any other unauthorized items in the area of the post) because officers will be held responsible and Liquidated Damages will be assessed.

xxiv. Shall not use County telephones for calls of a personal nature without prior approval of the Building Manager or Facility Contact in each instance. Personnel cellular telephones should not be used on post except for emergency calls only these calls should be of short duration. If it is found that Security Officers are using personal

cellular phones, officers will not be allowed to bring in their phones on the post.

6.3 SPECIAL EQUIPMENT

(A) The Contractor may be required to provide licensed and insured motor vehicles, off-street motorized carts, and bicycles at an additional cost. Such posts or duty assignments shall be requested as needed and, where appropriate, the Contractor shall receive additional compensation. The Contractor shall comply with insurance requirements as specified in Article 10 of the Contract and the insurance shall be sufficient to cover all operations and use of such equipment.

(B) The Contractor may also be required by the County Contract Administrator to provide Security/Screening Officers equipped with specialized equipment including, but not limited to, Revolvers, Hand Wands at no additional cost to the County.

6.4 CHANGES IN ASSIGNMENT

The County Contract Administrator or designee may, at anytime, by written or verbal instruction, make changes to existing service. These changes may include but not limited to scheduling changes, increases or decreases in the hours or type of services, and modifications in special equipment requirements. Should the change require the institution of Electronic Screening services at a Tier 1 facility that did not previously require such services, and for which the Electronic Screening is required on a more or less permanent basis–as determined by the County Contract Administrator or designee–then that facility will be removed from the Tier 1 Sector to which it is assigned, and reassigned to the Tier 2/3 Sectors providing service to that area. Likewise, should Screening services be removed from a facility, that facility will be reassigned from the designated Tier 2/3 Sectors to the appropriate Tier 1 Sector.

6.5 NOTICE OF EXTENDED HOURS/NEW ASSIGNMENTS (OVERTIME)

Changes are frequent in Security/Screening Officer coverage's, both in hours of duty and at new locations. The County will attempt to give the Contractor twelve (12) hours of notice for new assignments. If it is not possible to give 12 hours of advance notice, the County will pay overtime coverage (1½ times the normal billing rate) for the first twenty-four (24) hours of the new assignment. In consideration of this overtime coverage, the Contractor shall provide a Security/Screening Officer within four (4) hours notice. Failure to provide services may result in Liquidated Damages and/or a Contractor Non-Performance.

6.6 INABILITY TO PROVIDE ADDITIONAL REQUESTED SERVICE

The Contractor shall provide additional services when requested, however if the Contractor is unable to provide these services requested, then the Contractor shall notify the County verbally immediately and in writing (within 24 hours of request) with a detailed explanation for inability of the requested services. If the Contractor refuses to accept the additional requested services the Contractor may forfeit its rights to be awarded additional services under this Contract at the discretion of the County Contract Administrator or designee. The County, at the County's sole discretion, may award the new assignment to another Contractor providing similar services to the County. Upon placement of such an assignment (working out of awarded Sector) the Contractor who is placed out of Sector may continue, at the County's discretion, to provide the requested service on a permanent basis, unless removed by the County Contract Administrator or designee.

6.7 LIMITATION ON EMPLOYEE-HOURS AND ASSIGNMENTS

No employee of the Contractor assigned to the Contract shall provide more than twelve (12) hours of service, including all break periods, on one or more Contracts administered by GSA Security Management in twenty-four (24) hour period, unless the work periods are separated by an eight (8) hours non-duty period. This limitation may be waived by the County Contract Administrator and in emergency situations that are beyond the control of the Contractor, (e.g., weather conditions, civil disturbances, natural disasters, etc.) preventing the next shift from getting to the post. Each occurrence will require an individual waiver provided by the County Contract Administrator or designee.

6.8 POST ORDERS

Post Orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Officers of the Contractor employed under this Contract shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Post Orders define the basic work to be performed by Security/Screening Officers at the facility. The County will provide generic Post Orders to the Contractor. The Contractor shall meet with Building Manager or Facility Contact to develop site specific Post Orders. These site specific Post Orders shall be approved by Building Manager/Facility Contact and GSA Security Management before the Contract start date. Once established, the Contractor shall assure that yearly updated copies are available for the duration of Contract including any extensions or renewals thereof. The Contractor shall check each post quarterly for updated Post Orders. Failure in this area may result in a Liquidated Damage and/or Contractor Non-Performance. Post Orders may include, but are not limited to, the following:

A) Facility/Building information (e.g., operating hours, chain of command)

B) Building rules and regulations

C) Operation of equipment

D) Roving patrol routes, schedules, and duties

E) Vehicular traffic control

F) Access control procedures

G) Emergency response procedures

H) Security and fire control/alarm systems

I) Hazardous conditions, inspection/reporting

J) Response to emergencies, (e.g., fires, injury, or illness, etc.)

K) Procedures for raising, lowering, and half-mast U.S. and other flags

L) Safeguarding persons and property

M) Minimum number of hours for site orientation training

NOTE: The Contractor shall emphasize to its personnel, assigned to provide service to the County, that general orders to "Protect County Personnel and Property" supersede all

Post Orders.

6.9 RELIEF/BREAK PERIODS

Security/Screening Officers shall not leave the assigned posts at the end of a shift until relieved by duty personnel assigned to the following shift, if such a shift is scheduled, or unless specifically authorized by County Contract Administrator or designee. The Contractor shall provide breaks as required by Federal and Florida State law. The employees who are on a break period shall remain at their assigned post unless relieved by a properly trained relief. Any violations of this procedure may result in removal of the employee from working on the Contract and/or may result in Liquidated Damages.

6.10 EMERGENCIES

The Security/Screening Officers may be diverted by the County Contract Administrator or designee from their normal assignment to meet emergency situations, special duty assignments or increases in Federal Maritime Security (MARSEC Levels). When the personnel diverted are no longer needed for the special work assignments, they shall return to their normal assignments. No additional cost shall be charged to Miami-Dade County for such diversion, and the Contractor shall not be penalized for the normal daily work not completed due to the emergency. Incidents of this nature shall be reported in accordance with procedures outlined in the facility Post Orders.

6.11 ADHERENCE TO LAW

The Contractor shall adhere to all Federal, State, and Local laws that apply to the provisions of Security/Screening Officers services under the Contract, as well as those laws that regulate the general public. This shall include, but not be limited to, compliance with Federal Tax laws (e.g. payment of Federal Withholding Taxes) State of Florida Unemployment Taxes, Worker's Compensation, Federal Wage and Hour regulations, Living Wage Ordinance and other applicable Laws and Regulations. Failure to comply will result in Non-performance and/or removal from the Contract.

A) If a Security/Screening Officer, Supervisor, Contractor Field Supervisor, Project Manager or other Principal of the Contractor is arrested, GSA Security Management shall be notified within twenty-four (24) hours of the arrest. Failure to follow this procedure will result in Liquidated Damages as stated in Section 6.23 (A) (iii) (b). Proper notification will consist of the following:

   i. Phone call to the County Contract Administrator; if not available, then to Security Operations Center
   ii. Followed by a fax sent to the County Contract Administrator
   iii. Followed by a fax to the Security Operations Center

B) If said person is a Security/Screening Officer, Site Supervisor, Field Supervisor or Project Manager, then they will be removed immediately from the Contract, until reinstatement has been approved by the County Contract Administrator or designee.

C) It is the Contractor's responsibility to make certain that all of its personnel are aware of this provision and take the necessary steps to ensure compliance.

6.12 POLYGRAPH EXAMINATION

The County reserves the right to require any of the Contractor's personnel to submit to a polygraph examination as deemed necessary by the County Contract Administrator or designee. The Contractor shall pay the costs for the examination. If the employee refuses to submit to the examination or fails the examination, the employee shall not provide service to the County under the Contract. All employees involved in an investigation shall complete a polygraph examination, upon request, as soon as possible but no later than five (5) working days from the date of request. The Polygraph Examiner shall be approved by the County Contract Administrator or designee.

6.13 SECURITY/SCREENING OFFICER ROTATION

The County reserves the right, at the discretion of the County Contract Administrator or designee, to transfer personnel of the Contractor working on the Contract, as well as rotate specific hours or location of Security/Screening personnel at a time interval specified by the County.

6.14 REMOVAL OR APPROVAL FOR CONTRACT

The County reserves the right to interview any prospective employee of the Contractor before that person is assigned to a County post. The County may reject any proposed Officer/Supervisor/Contractor Field Supervisor as deemed in the County's best interest. The County reserves the right to have the Contractor relieve any employee of the Contractor from a duty assignment, and/or bar the employee from further service under the Contract at the discretion of the County Contract Administrator or designee.

6.15 PROGRESS MEETINGS

The County may hold mandatory meetings, at the discretion of the County Contract Administrator or designee, for the purpose of discussing issues relevant to the performance and/or administration of the services provided by the Contractor. The County Contract Administrator or designee reserves the right to call meetings at any time during the Contractual period by notifying Contractor. The Contractor's Project Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Contract Administrator or designee unless specifically waived by the County Contract Administrator or designee.

6.16 TRAINING REQUIREMENTS

The County will reimburse the Contractor at an hourly rate equal to the current Living Wage for all trainings **mandated by the County Contract Administrator or designee**. The County may chose not to reimburse, at the County's sole discretion, if employee turnover rate for the Contractor is high. The Contractor shall pay its personnel a minimum of current living wage, as established by living wage ordinance, during all trainings mandated by the County Contract Administrator or designee.

A) Employee Orientation Training

Miami Dade County will administer a mandatory Employee Orientation Program for Contractor's personnel assigned to the Contract. Said Employee Orientation Training length and content will be solely determined by the County Contract Administrator or designee.

Upon completion of Employee Orientation Training, the Contractor shall submit invoices for all personnel, who attended said training, as specified in Section 8 (i).

B) Site Orientation Training for Security/Screening Officers

The Contractor shall provide a mandatory site orientation training to all security/screening officers as specified in site specific post orders. Said training shall be conducted by a Contractor's Project Manager, Contractor Field Supervisor or Site Supervisor. Trainees shall not to be in an "active duty" status and may not be placed on duty at that site until said training has been completed. This training shall be conducted at each individual site to which the Security/Screening Officer is assigned. The measure of success for the training will be the effectiveness with which the trained employee is able to perform post duties. The County shall be the sole assessor of the effectiveness of the training. The Site Orientation Training shall consist of the following:

i) General and specific orders for the facility
ii) Policy and specific procedures for responding to emergency alarms, bomb threats, or incendiary devices etc in the facility
iii) Procedures for access control and operation of the security system within the facility
iv) Procedures for operation of the fire alarms, fire control system, and fire-fighting equipment

C) Job Enrichment Training

The County reserves the right to mandate job enrichment training for some or all employees of the Contractor. The training curriculum and length shall be determined by the County at a later date.

D) Advancement Training

Personnel may become eligible for the next level of security officer by successfully completing a comprehensive security officer course of study. The course curriculum and length shall be determined by the County at a later date. Subsequent to the successful completion of the required courses, said security personnel shall appear before an oral evaluation board as prescribed by and at the sole discretion of the County. All related cost for the training shall be the responsibility of the Contractor and shall not be passed on to the employee. **The County will not reimburse Contractor for advancement training.**

E) Evaluation of Training

The County Contract Administrator or designee will evaluate the quality and completeness of training provided by the Contractor to all personnel. Evaluations will include, but not be limited to, reviews of techniques and methods of instruction, quality of instructors, motivation, adequacy of classroom and supportive adjunct training materials, test content, and individual Security/Screening Officers' retentiveness. The County Contract Administrator or designee reserves the right to create, revise or mandate all training provided to personnel assigned to the County. Any changes to the training provided by the Contractor shall be reviewed and approved by the County.

All formal training shall be administered (e.g., taught, presented) by persons who have been expressly approved on an individual basis by the County Contract Administrator, or designee. All classroom instructors shall be appropriately certified and licensed by an accredited licensed institution of learning or governmental educational certification body, or by documentation that the individual has sufficient experience with the subject matter to

instruct students in an authoritative, practical, and current manner. Resumes for potential instructors shall be submitted to the Miami-Dade County prior to the start of training for approval.

The Contractor shall provide a copy of the proposed course of instruction with all materials for review and approval to the County Contract Administrator or designee before Contract start date. Representatives of the County Contract Administrator may visit training classes without notice to monitor the training.

F) Firearms Training

The Contractor shall employ a state-licensed firearms training instructor to develop and maintain an ongoing firearms program to meet or exceed the required State of Florida licensing statutes and standards. Contracted instructors will not meet this requirement; this instructor shall be directly employed by the Contractor.

G) Training for Screening Operations

i) Course of Instruction
A copy of the proposed course of instruction that follows either the TSA or U.S. Marshals courses shall be provided for review and approval before the contract start date. Representatives of the County Contract Administrator may visit training classes without notice, to monitor this course.

ii) Hands-on Equipment Training
All personnel employed to provide screening services to the County shall receive a minimum of 40 hours experience, before working on an "active duty" status within the County, in actually working at weapons-screening location, with an X-ray, metal detector and hand wand.

H) Training for Contractor Field Supervisors

i) In compliance with all other Contract stipulations requiring that a Contractor Field Security/Screening Supervisor be fully qualified and capable of staffing a post the said Field Supervisors shall have met or will meet all Basic Instructional Training requirements prior to providing service to the County.

ii) Contractor Field Supervisors shall be provided sufficient on-site post instruction and provide Site Orientation Training (SOT) to Security/Screening Officers assigned to posts within the supervisor's span of control or shift of duty.

iii) In addition to the above base requirements for training, the Contractor shall provide to all Field Supervisors a minimum of eight (8) hours total of classroom instruction in the development of management and supervisory skills, as outlined below. The classroom instruction component shall include a fifty (50) question test, and shall require a minimum passing score of 75%:

- Supervisory responsibilities
- Training skill development
- Leadership development
- Authority and control
- Effective communication
- Handling complaints and grievances
- Management skills for supervisory personnel

- Time management
- Motivation
- Ethic
- GSA Security Management/Contract Supervisors relationship

The County may, at the sole discretion of the County Contract Administrator, administer training or testing of personnel assigned to the Contract.

6.17 LOCAL MANAGEMENT OFFICE

The Contractor shall have a local management office in Miami-Dade County. The County reserves the right to inspect the office at any time. All records pertinent to administration and management of the Contract shall be maintained at local office and are subject to inspection by the County at any time.

The Contractor shall maintain, at a minimum, the following documents at the local management office:

A) Financial records: invoices, employee payroll and other associated backup documentation

B) FCC License

C) Log Books

D) Incident Reports

E) Quality Assurance Plan

F) Employee Personnel File
Required documents shall be placed under the same section/tabs in each employee's file. False statements or falsification of any of the documents required by the County will result in Liquidated Damages and/or filing of a Non-Performance. The Contractor shall maintain a copy of all disciplinary actions taken by the Contractor against its personnel, assigned to provide services to the County, for all infractions committed under the contract. A copy of said violations shall be placed into the employees personnel file. These files shall contain copies of but not limited to the following documents:

i) FDLE and National Criminal background check which shall be updated on a yearly basis
ii) Medical examination, including drug test results, which shall be updated, on a yearly basis and psychological results
iii) Training test results along with a copy of their test
iv) Proof of education and experience
v) State Security Officer licenses "D", "G" and "DI" as applicable
vi) Employment application and verifications of prior employment
vii) Polygraph examinations reports, as applicable
viii) Proof of certification for Law Enforcement experience
ix) A copy of DD-214 Long form for Military and Coast Guard experience
x) A copy of a valid State of Florida Drivers license
xi) A copy of a five (05) year Drivers history
xii) Proof of Citizenship, Resident Alien card or Work Permit

6.18 CONTRACTOR-FURNISHED ITEMS

Working Materials
The Contractor shall provide all working materials necessary for proper performance including, but not limited to, items such as bound log books, with preprinted consecutive numbered and lined pages, notebooks, pens, and pencils. The Contractor, at no additional charge to the County, shall supply these materials, unless otherwise specified by the County Contract Administrator or designee.

6.19 COMMUNICATION SYSTEM

A) Handheld Radios
Two-way handheld radios, licensed for use by the FCC, shall be provided by Contractor to on-duty personnel. In addition, one (1) radio shall be issued by the Contractor to the Security Operations Center (SOC) and additional radios may be requested, at no additional charge, at the discretion of the County Contract Administrator.

B) Central Dispatch Center
Please refer to Section 2 (B).

The Central Dispatch Center shall have a back-up electrical generator power capacity to ensure essential operational functions as to sustain communications with the Security/Screening Officers and the County.

The Dispatch Center shall be staffed by experienced personnel twenty-four (24) hours a day, seven (7) days a week. Contractor's personnel available at the Central Dispatch Center shall have the ability and authority to take immediate action on behalf of the Contractor, as required. This station shall have a complete roster of all Security Officers assigned to County posts and hours to be worked. They shall also be able to make contact with Contractor's management twenty-four (24) hours a day, seven (7) days a week. Failure to comply with any of these requirements constitutes a material breach of the Contract, and may result in Liquidated Damages and/or a Non-Performance as specified in Section 6.23. Contractor's dispatch center is subject to unannounced inspections by the County at anytime.

C) System Quality
Radio communications among system users (e.g., all County and Contractor personnel) shall be strong and clear at all times ("five by five"), both transmitting and receiving. The Contractor shall provide and maintain required system quality, as follows:

i. Contractor shall use a network of repeaters of sufficient strength and capacity to service all facilities/buildings included in the Contractor.

ii. The Contractor shall ensure that the speed and quality of radio communications is not detrimentally impacted by on-air congestion. The Contractor should select a channel, i.e. frequency that is not overloaded with non-Contract users.

iii. The Contractor shall implement a program of maintenance and repair for all equipment to be used in providing services to the County. Such a program shall ensure the optimum performance of all equipment at all times, thereby allowing the

system to meet the service requirements and quality standard specified in the Contract.

iv. The Contractor shall have a sufficient number of spare radios, chargers and charged batteries in stock to provide for those that are inoperative in the field or in the repair shop. Malfunctioning radios shall be replaced within four (4) hours.

v. The Contractor shall ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It may be necessary for the Contractor to implement a system by which fresh batteries, or charger radios, are delivered to the posts in order to meet this requirement. Wherever possible, the County may provide safe storage and electric power (for charging).

D) County Evaluation of Communications System

The County reserves the right to evaluate the Communication System at any time during the term of the Contract including any extensions or renewal thereof. Should there be a deterioration of performance during the term of the Contract, and the Contractor is unable or unwilling to make necessary improvements, the County may terminate the Contract. The County shall be the sole judge of the adequacy of radio communications.

6.20 UNIFORMS AND EQUIPMENT

A) Requirements

The Contractor shall ensure that, at all times while in uniform, all personnel shall be fully equipped and wear complete County-approved uniforms including uniform jackets with required patches that are sewn on and name tags. All personnel shall wear uniforms whose color and style have been approved in advance by the County Contract Administrator. All personnel providing service to the County may be required to wear the same color and style of uniform, distinguished only by Contractor's identification patches (see below). Uniforms do not have to be new, but shall be in good condition and meet contractual standards. Said uniforms shall consist of the following items:

i) **Standard Uniform for all levels of Security Officers, Contractor Field Supervisor and Site Supervisor** shall include:

a) Trousers, all-season weight

b) Shirt/blouse, short or long sleeve

c) Belt – solid black

d) Duty Belt (Mixson style)

e) Socks – solid black

f) Shoes – solid black Patent Leather or Corofram, no high heels, no platform shoes and no sneakers or tennis shoes.

g) Shoulder patches to indicate the name of the Contractor shall be sewn on and worn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor shall be worn or displayed on the uniform except hat.

h) Nametags to be worn over the right shirt pocket

i) Foul weather/cold weather clothing, including raincoats, boots, and/or security

jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with Contractor's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the Contractor along with company patch sewn to the jacket

j) All personnel shall wear clean, pressed uniforms at all times while on duty at a County Post.

ii) **Standard Uniform for Screening Officers and Screening Site Supervisor** shall include:

a. Trousers-solid grey

b. Collared shirt- sold white

c. Necktie

d. Belt-solid black

e. Blazer-solid blue

f. Socks-solid black

g. Shoes-solid black Patent Leather or Corofram, no high heels, no platform shoes and no sneakers or tennis shoes

h. Shoulder patches to indicate the name of the Contractor shall be sewn on the blazer according to Florida Statute 493.6305

i. Nametags to be worn over the right shirt pocket

j. Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Screening Officer, and marked with Contractor's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the company along with Contractor's patch sewn to the jacket.

k. All personnel shall wear clean, pressed uniform at all times while on duty at a County Post.

iii) **Specialized Uniforms** may be worn at certain sites/posts with prior approval of the County Contract Administrator or designee, and may include the following:

a) Polo style shirt with long pants

b) Polo style shirts with shorts, solid black sneakers or boots (High Tech type, Bike Patrol uniform) baseball cap with company logo on the front

c) Overall, Coveralls (Jumpsuits)

d) Company photo I.D. badge to be worn on uniform shirt in plain view at all times while on duty

e) Jackets worn during cold weather are to be issued by company along with company patch.

f) Long sleeve shirts with neckties

g) Blazers or Suit Jackets with company logo (Court Security Officer)

iii) **Personnel Equipment for Security Officers**

Except as specifically noted, or provided for the Contract, Security Officers shall be equipped at all times while on duty with the following items:

a) Handcuffs and Key

b) Flashlight; heavy-duty (2 or more D-cells)

c) Two-way radio, licensed for use by the Federal Communications Commission (FCC) and meeting all requirements as specified in Section 6.19.

d) In addition to the above, armed Security Officers shall be equipped with a .38 special 4" barrel revolver or 9mm semiautomatic pistol of a reputable manufacturer (e.g., Smith & Wesson, Colt, Ruger or Taurus), and ammunition that meets State statutes. The Security Officer shall also be issued an ammunition pouch and a minimum of eighteen (18) or fifteen (15) rounds according to the weapon's ammunition capacity. The Security Officer shall utilize a weapons triple retention holster compatible with the firearm, uniform and other equipment. The holster shall be worn on the duty belt. All armed security personnel shall be provided training for triple retention holster.

e) Mace in accordance with State statutes and officer shall be certified as per Florida State Statues

f) Expandable Baton (e.g.-ASP) in accordance with Florida Statutes and officer shall be certified as per Florida State Statutes

All personnel shall not carry any unauthorized equipment such as chemical agents, concealed weapons, personal radios, or other items not approved by the County Contract Administrator or not included in the Contract.

iv) **Vehicular Equipment**

Security Officers may be required by the County to operate licensed and insured marked motor vehicles in order to supervise different posts, move between assignments, or to conduct vehicular patrols of an area. Likewise, they may be required to operate off-street motorized carts in order to conduct vehicular patrol of an area. Other means of transportation e.g.-boats, bicycles, horse, etc. will be considered on a post-by-post basis for possible use. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor as well as specialized bike training class with a minimum of eight (8) hours. The County Contract Administrator or designee shall approve vehicle types, color, markings, lights, and other features. Any personnel assigned to a post where he/she will be operating a motorized vehicle to include a golf cart shall have a valid Florida driver's license.

v) **Minimum number of Uniforms and Equipment for Security Officers**

In order to ensure that all on-duty Security Officers are fully equipped and meet contractual standards for neatness and appearance, the Contractor shall issue to each employee, and maintain throughout the term of the Contract, uniforms and equipment in the following minimum numbers as specified below:

a) Trousers, three (3)

b) Shirts/blouses, five (5)

c) One (1) set of all other uniform components as specified

d) Cold weather jacket (1)
e) Raincoat (1)
f) Duty Belt (1)
g) Handcuffs and Key (1)
h) Firearm, if applicable (1)
i) Ammunition Pouch (1)
j) Eighteen (18) or Fifteen (15) rounds of Ammunition, as applicable
k) Mace (1)
l) Expandable baton (1)

vi) **Minimum number of Uniforms and Equipment for Screening Officers**

In order to ensure that all on-duty Screening Officers are fully equipped and meet contractual standards for neatness and appearance, the Contractor shall issue to each employee, and maintain throughout the term of the Contract, uniforms and equipment in the following numbers:

a) Trousers, three (3)
b) Shirts/blouses, five (5)
c) Two (2) sets of all other uniform components as specified (e.g. Blazers and Ties)
d) Handcuff and Key (1)
e) Firearm, if applicable (1)
f) Ammunition pouch (1)
g) Eighteen (18) or fifteen (15) rounds of ammunition, as applicable

B) Radiation Detection Badges

The Contractor shall remain in full compliance throughout the term of the Contract, with all State of Florida Regulations related to the control of radiation, including Radiation Detection badges, as outlined in Chapter 10 D-91 of the Florida Administrative Code.

C) Maintenance Of Uniforms And Equipment

The Contractor shall assure that Security/Screening Officers maintain a clean neat, well kept appearance in accordance with the Contractual standards (e.g. pressed uniform, polished shoes, etc.). The Contractor shall maintain and replace uniforms, as necessary. Likewise, all equipment used by the Contractor, provided by either party, shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear which may constitute a hazard to any person on County property.

D) Uniforms Costs

The Contractor shall be responsible for the quantity and quality of uniforms and other required personal equipment used by its personnel in providing services to the County. The Contractor shall provide, at no cost to its personnel, all uniforms and equipment to ensure that contractual standards are met.

6.21 WEAPON SAFETY

The Contractor shall issue to its Security personnel a company issued Firearm. In no circumstance will Officer's personal weapons be acceptable as the Officer's duty weapon in providing service to the County. The Contractor shall observe the following safeguards regarding the use of firearms at all County facilities/buildings. This includes, but is not limited to, the distribution of the following safeguards to all Security Officers on post and the inclusion of these safeguards in all training courses:

A) Firearms shall not to be removed from their holsters for any reason except to be used in life-threatening situations or for inspection by County Contract Administrator or designee. Gun Belts shall be worn properly at all times except during restroom breaks. Violations of these policies may result in immediate removal from County contract and criminal prosecution, as warranted.

B) At no time will firearms (including gun belts and ammunition) be stored or left unsecured at any County site.

C) Firearms shall not to be cleaned at County facilities at any time.

D) Unauthorized weapons, holsters, and ammunition are expressly prohibited.

E) Armed Security Officers and Supervisors who do not have in their possession a current gun license shall be immediately removed from standing post at the County facility.

F) Loss, theft, use, or misuse of weapons shall be reported immediately to GSA Security Management.

G) Armed Security Officers shall follow guidelines as set forth all in FSS Chapter 493.

6.22 QUALITY ASSURANCE PLAN

The Contractor shall establish and maintain a Quality Assurance Plan (QAP) to ensure that all requirements stated in the Contract are met. Changes to this plan during the term of the Contract shall be transmitted to the County Contract Administrator or designee as they are made. The plan shall include, but not be limited to, the following:

A) QAP Contractual Review Plan

The Contractor shall provide for the periodic review of all contractual requirements and services as identified in the Contract and related contractual documents (e.g., Post Orders, Quality Assurance Plan). The plan shall identify the activities to be inspected on both a scheduled and unscheduled basis, how often and in what manner the inspections will be accomplished, and the name and rank of personnel who will perform the inspections.

B) Corrective Action Procedures

The Contractor shall have established procedures to respond to and correct deficiencies in service that may have been identified by the County Contract Administrator or designee. The Contractor will be provided a time frame in which the corrective action shall be completed. If the Contractor is unable to complete the corrective action within the prescribed time allotted by the County Contract Administrator or designee, then the Contractor may submit a written request for an extension of time. Failure to complete any corrective action within the prescribed time on the part of the Contractor will result in Liquidated Damages and/or a Vendor Non-Performance.

6.23 FAILURE TO PERFORM

A) Liquidated Damages

The Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The County, at its sole discretion, will determine the damages arising from such failure. The County Contract Administrator's or designee's assessment of all Liquidated Damages will be final. The County will accomplish this by deducting the amount of the liquidated damages from subsequent payments due for service rendered by the Contractor. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of Liquidated Damages. Subsequent violations will result in a Vendor Non-Performance. Any of these violations may result in Contractor's personnel being removed from the post and/or Contract at the request of the County Contract Administrator or designee.

A written notice of a violation and intent to impose liquidated damages shall be provided to the Contractor in the form of an Infraction Report. Infraction Reports shall be issued to the Contractor promptly by the County Contract Administrator or designee, in order to afford the Contractor time to notify the County of extenuating circumstances.

The 1st infraction may result in Liquidated Damages of $100.00, the 2nd infraction $200.00, the 3rd and subsequent infractions $300.00; (Unless a Special Violation, in which case the 1st infraction will be $500.00, the 2nd infraction $1000.00, 3rd infraction $1500.00). The graduation of Liquidated Damages will occur with the involvement of the same facility, Contractor's personnel and a pattern of the same incidents at multiple posts (e.g. no radios, lack of supervision, etc.). Any violations committed by Contractor's personnel will result in the suspension or removal from duty of said personnel at the discretion of the County Contract Administrator or designee. Violations that may result in the assessment of Liquidated Damages include, but are not limited to, the following;

i) Contract Personnel Violations

a. Late for duty
b. Sleeping on duty
c. Failure to follow post orders
d. Abandoning post
e. Inappropriate Behavior
f. Improper or badly soiled uniform
g. Failure to conspicuously display on person Security officer licenses (D & G), Company ID or Aviation ID card when assigned to airport
h. Failure to make report
i. Improper clock rounds
j. Improper State licensure (e.g. not on person, expired)
k. Improper records, reports or logbook
l. Improper reading materials other than work related (e.g., newspapers and magazines)
m. Improper audio/video devices other than work related
n. Unauthorized visitors on post
o. Not signing in or out in logbook
p. Vehicle irregularities
q. Post opened or closed late
r. Personal phone use
s. Failed to report for duty

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t. Health deficiencies

ii) Administrative Violations

a. Improperly or insufficiently equipped
b. No radio or inoperative radio
c. No vehicle or inoperative vehicle
d. No weapon or ammunition violation
e. Inadequate writing skills
f. Inadequate training
g. Lack of contract supervision.
h. Excessive hours on duty (not approved in advance by GSA)
i. Violations of local, State, or Federal laws, Regulations, or Ordinances
j. Failure to provide Security/Screening Officers for "special requests" assignment after making commitment
k. Criminal records check not complete/or hired
l. Contractor personnel with criminal records
m. Difficulty in speaking or understanding English, and/or being understood by others
n. Failure to have current Post orders on site
o. Invoicing Discrepancies or Inaccuracies
p. Contract Section Violations

iii) Special Violations

a. Reassignment of any personnel previously suspended or removed from duty by the County
b. Failure to notify the County of an arrest of personnel within time frame as specified in Section 6.11
c. Improper internal employee fines or wage practices
d. False or Misleading Statements by Contract personnel
e. Deduct money from an employee's paycheck as a result of Liquidated Damages

Note: The Contractor shall NOT pass along to its personnel any liquidated damages assessed for infractions on the Contract. Violations will not only result in Liquidated Damages, but constitute a Violation of the Living Wage Ordinance and may be subject to additional punitive action.

B) Non-performance Actions

Continuing patterns of contractual violations, or the commission of an especially egregious violation, may warrant the filing of a Vendor Non-Performance Action by the County Contract Administrator or designee. In such circumstances, the Contractor will receive copies of such actions, and will be given the opportunity to respond, in accordance with County Non-Performance procedures. Upon documentation of Non-Performance Actions, the County Contract Administrator or designee may take actions (beyond the imposition of Liquidated Damages) that may include the following but are not limited to:

i) Suspension and/or Loss of Post(s)

Repeated violations of any type or a particularly serious violation at the same facility or facilities may be taken as proof that the Contractor cannot properly handle that location or locations. In such situations, the County Contract Administrator or designee may remove the Contractor from the facility/post and reassign the facility/post to another Contractor assigned, either temporarily (suspension) or permanently. Similarly, new or existing posts may be assigned to a different Sector Contractor in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing Contractor.

ii) Loss of Sector and Debarment

A continuing pattern of frequent and/or egregious violations at multiple facilities, or repeated actions by the County Contract Administrator or designee to suspend and/or remove the Contractor from Sector posts may be taken as proof of a general incompetence on the part of the Contractor to perform in accordance with the contractual requirements. In such circumstances, the Contractor may be placed on contractual probation, removed from the Contract and/or debarred from doing business with the County.

6.24 COURT APPEARANCES

The Contractor's personnel may be required to testify in various judicial proceedings on behalf of the County. These personnel shall coordinate all Contract-related court appearances with the County Contract Administrator or designee when such appearances are required. Any Security/Screening Officer required to make a court appearance shall be remunerated by the Contractor at the same hourly rate as would be earned while on duty under the Contract, and the Contractor shall in turn be remunerated by the County at the stipulated billing rate. The Contractor shall invoice for the actual hours the Security/Screening Officer spent at court, regardless of whether or not his/her testimony was used and/or provided. (Court delays are common, and multiple appearances by the testifying Officer may be required). A copy of the original subpoena shall be submitted with the invoice. Contract-related Court testimony on behalf of the County shall take priority over all other scheduled duties, and the Contractor shall coordinate with the County Contract Administrator or designee to ensure that this is done with no impact to daily operations. Personnel scheduled to testify on behalf of the County due to their Contract related duties shall appear for court testimony in full uniform, but without weapons/firearms.

6.25 INVOICING DISCREPANCIES

It is the County's intent to ensure that all invoices are processed and paid according to a Contract with the correct hours and rates reflected. It is the Contractor's responsibility to review and ensure that the invoicing submitted to the County accurately reflects the hours worked and applicable billing rates. Any invoices submitted for payment or correction after ninety (90) days from the service date will not be honored; furthermore, the continued submittal of duplicate invoices or previously processed invoices will result in Liquidated Damages and/or a Vendor Non-Performance.

7. REPORTING REQUIREMENTS & PROCEDURES

The Contractor shall comply with the following reporting requirements and procedures:

A) A brief statement of any unusual events shall be written in the post logbook, so the County Contract Administrator or designee can identify the principals later, if a further

investigation is needed. All bound logbooks become the property of the County upon its replacement on the post. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The Contractor shall maintain all logbooks during the term of the contract and any renewals or extensions thereof. Upon expiration of the contract or earlier as required by County Contract Administrator or designee, the Contractor shall deliver all such logbooks to the County at a place to be determined by the County.

B) A copy of all reports shall be furnished to the County Contract Administrator or designee prior to the completion of each shift and a copy to Security Management on all major incidents.

C) An Incident Report shall be completed whenever any unusual event and/or criminal events occurs. Such events include, but are not limited to the following: discharge of firearms, major criminal act or any safety hazards. Officers shall consult Contractor Field Supervisor when in doubt about any reports. If there are any injuries as a result of a firearm discharge 911 is to be called immediately. The Security Operations Center (SOC) 305.375.4500 shall be notified immediately after calling 911. Facility Contact/ Building Managers and Contractor Field Supervisors shall be notified.

D) Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the Security Operations Center (SOC) immediately after the incident occurs, in order to receive a Security Management case number, by calling the Security Operations Center (SOC) at 305.375.4500, after authorities have been notified.

E) All employees shall follow the "Chain of Command." After exhausting efforts with Contractor's Management staff the next step will be a GSA Security Supervisor followed by the County Contract Administrator. Failure to adhere to the guidelines may result in Liquidated Damages and/or removal of the Contractor's personnel from providing services to the County.

8. METHOD OF PAYMENT: BI-WEEKLY INVOICES

The Contractor shall abide by the following requirements of GSA Security Management for billing purposes:

i. Invoice: The Contractor shall submit one original and two duplicate sets of the detailed bi-weekly invoices to GSA Security Management Section, 200 NW 1 Street, Suite 103, Miami, FL 33128. Sample invoice is provided herein as Attachment B. The County will specify whether the invoices shall be submitted electronically or hard copy. The County reserves the right to change the format of invoices at any time. The Contractor shall work with the County to finalize the format for electronic invoicing.

ii. Payroll Documentation: In addition, from time to time the County Contract Administrator or designee may request time sheets, payroll records, and/or other documentation showing the names, social security numbers, wage rates, FICA payments, and unemployment insurance payments, and/or other applicable documents that would verify existence of a payment to the Contractor's personnel. The Contractor shall provide payroll documentation as directed by County Contract Administrator or designee.

iii. Payment Schedule: The Contractor shall agree to the County's Method and Times of

Payment as specified in Article 9. The Contractor shall be prepared to have enough working capital to function in this environment.

9. OVERTIME

The County shall allow overtime payment at a maximum rate of one and a half times the regular hourly wages. This allowance shall only be provided in those instances where expressly authorized by the County Contract Administrative or designee prior to the commencement of the overtime work. Further, overtime work shall not be allowed during the normal work day. As a matter of confirmation, overtime work only occurs after 40 hours of work effort in a given week by a given individual.

10. LIVING WAGE

The Contractor shall comply with the provisions of Miami-Dade County Ordinance 99-44.

11. RETURNED CHECKS

In order to ensure the maintenance of an adequate job force, payment to security guards shall be on time and with checks that are valid, i.e., there are available funds in the bank to cover said checks. Refer to Section 6.23 (A) (iii), Special Violations, above.

12. COUNTY-FURNISHED ITEMS

The County shall furnish to the Contractor, to be used only in connection with the providing services to the County, the following materials and equipment:

A) Generic Post Orders will be given to the Contractor

B) Equipment

The Contractor shall be responsible for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall replace, or reimburse the County at current market rates, for all equipment that is lost, damaged, stolen, or made otherwise unavailable due to the negligence of the Contractor or its personnel. Upon termination/expiration of the Contract issued, all equipment shall be returned to the County in good operating condition, less reasonable wear and tear as defined by the County.

The Contractor shall be liable for any loss of or damage to County or private property, real or personal, that may result from the acts or omitted acts of its personnel in violation of a Contract or any derivative or supplemental documents (e.g. post orders) or directives.

C) Forms

A sample of required forms and other documentation used in reporting procedures at specific posts will be provided or approved by the County Contract Administrator, designee or Building/Facility Manager if site specific.

D) Keys

The Contractor shall be responsible for all keys that are issued by the County. Special care shall be exercised when dealing with Grand Master or Master keys. All lost keys shall be reported immediately to the Security Operations Center and to the Building Manager/Facility Contact. The Contractor shall provide adequate control and accountability for these keys. If

a Grand Master or Master key under control of the Contractor is lost, the Contractor shall be liable for the cost of re-keying the building/facility. Lost keys other than Grand Master or Master keys shall result in the Contactor paying for the cost of re-keying all effected doors. The removal and/or duplicating of County issued keys without the expressed written consent of the County Contract Administrator or designee is strictly prohibited.

E) Phones

County phones made available to the Contractor's personnel to be used for County business only. Personal and long distance calls are prohibited. Long distance or any unauthorized calls shall be reimbursed to the County within fifteen (15) calendar days of notice from the County. The use of personal Cellular phones is also prohibited except in emergency situations, violations of these procedures will result in Liquidated Damages.

13. SCHEDULING SOFTWARE

The Contractor shall use scheduling software to track scheduling of guards and to ensure that all posts are staffed by guards qualified to work the said post. The Contractor will provide user access for GSA Security Management one County personnel, designated by the County Contract Administrator, at no additional cost to the County. The system should allow the County to view reports generated by this software. If the scheduling software will be use for billing also, the Contractor shall work with the County to provide finalize invoicing format.

14. GUARD CHECKS

The Contractor shall implement and use available systems to make sure that the guards are actively performing duty. This may include use of guard tour systems or similar, radio calls, or GPS. The Contractor shall notify the County Contract Administrator in writing as to what system will be used by the Contractor under this Contract. The Contractor shall provide reports to the County upon receipt of the request from the County Contract Administrator or designee.

15. TABLETOP EXERCISES AND DRILLS

The Contractor shall conduct, at no additional cost to the County, tabletop exercises and drills to simulate contingency events based on the security plan. These drills and exercises will be used to identify weaknesses and refine the current procedures. The County Contract Administrator will determine the dates and duration of these exercises.

16. CUSTOMER SATISFACTION PROGRAM

The Contractor shall implement a customer satisfaction program to include a minimum of customer satisfaction surveys to be conducted twice a year. The County Contract Administrator will determine the format for the surveys. Any negative feedback received shall eventually be followed by corrective action plan to be approved by the County Contract Administrator.

17. PERFORMANCE BOND REQUIREMENTS

The Contractor shall provide a Performance Bond in the amount of 10% of the total agreed upon weekly price multiplied by fifty-two (52) weeks for a yearly total for the Sector. The Performance Bond shall be delivered to the County within 15 calendar days after formal notice is issued by the County. The Performance Bond shall be prepared on the applicable bond form(s) provided herein as Appendix D. It may be in the form of a Surety Bond written through a local surety bond agency,

rated as to Management and Strength as specified in Article 42. No other form shall be accepted. If the Contractor fails to deliver the Performance Bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender its offer guaranty/Proposal bond, and the County shall not accept any Proposal from the Contractor for a twelve (12) month period following such default. In lieu of a bond, an **irrevocable letter of credit or a cash bond** in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable.

The Contractor shall comply with the performance bond requirements every year during the term of the Contract including any extensions/renewals thereof. The County will issue a notice to the Contractor every year and the Contractor shall deliver the performance bond to the County within 15 calendar days of the notice issuance date.

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APPENDIX B

Price Schedule

A. CONTRACTOR's PRICE FOR PERSONNEL

Contractor's rates for different levels of security officers, screeners, site supervisors, field supervisor and project manager:

Personnel	Price (Hourly Rate)
Level 1 Security Officer	$19.04
Level 2 Security Officer	$22.03
Level 3 Security Officer	$26.44
Screener (**Level 1** Security Officers with training as specified in Appendix A, Section 6.16 (G)	$22.03
Screeners (**Level II** Security Officers with training as specified in Appendix A, Section 6.16 (G)	$22.57
Screeners (**Level III** Security Officers with training as specified in Section Appendix A, Section 6.16 (G)	$26.99
Contractor Field Supervisor	$27.59
Site Supervisor (For Level 1 Officers)	$20.13
Site Supervisor (For Level 2 Officers)	$23.12
Site Supervisor (For Level 3 Officers)	$27.53
Site Supervisor (For Screening Officers)	$23.12
Personnel	**Annual Rate**
Project Manager	$60,000.00

Notes:

1. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees are included in the Contractor's price, as they shall not be reimbursed separately by the County.

2. Contractor shall submit invoices and other required documentation in order to receive payment for services rendered.

3. The County makes no guarantee of the actual number of hours under the Contract. The Contractor shall be paid on an hourly basis.

4. The County, may at its sole discretion, add or delete facilities/buildings.

5. The County, may at its sole discretion, increase/decrease the number of hours of service required for a building/facility.

B. PAYMENT FOR SPECIAL EQUIPMENT

Contractor's hourly rates for providing the "Special Equipment" for the duration of the Contract including any renewals and extensions thereof:

Special Equipment	Hourly Rate
Use of Licensed Motor Vehicle	$0.70

Notes:

1. The County reserves the right to increase/decrease the hours for usage of supplemental equipment.

2. The County reserves the right to provide equipment to the Contractor and in that case, the above charges do not apply.

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APPENDIX C

TIERS & SECTORS

Security Guard and Screening services are organized into a total of three (3) Tiers and six (6) Sectors as follows:

Tier	Number of Sectors	Service Required	Sector Numbers
Tier 1	2	Security Guard Services	Sectors*: 1D,1E
Tier 2	2	Electronic Screening Services alone, or a combination of Screening and Security Guard services	Sectors: 2A, 2B
Tier 3**	2	Electronic Screening services alone, or a combination of Screening and Security Guard Services or any other specialized services	Sectors: 3A, 3B

**Tier 3 consists of Sector 3A, Miami International Airport (MIA), and Sector 3B, Port of Miami (POM). Contractors at MIA and POM shall follow the unique federal security requirements and shall be accountable to Federal authorities.

The two (2) Sectors under Tier 1 require Security Guard Services only and are referred to as Tier 1 Sectors. The two (2) Sectors under Tier 2 requiring Electronic Screening Services alone or a combination of screening and security guard services are referred to as Tier 2 Sectors. Miami-International Airport and Port of Miami are referred as Tier 3 Sectors.

*Services for Sectors 1A, 1B, and 1C were solicited under RFP No. 487B. Tier 1 Sectors (excluding the Sectors of RFP No. 487B) encompass the entire area of Miami-Dade County. Tier 2 Sectors likewise are specific geographic areas that encompass the entire area of the County. Tier 1 and Tier 2 overlap one another. A Tier 1 facility (one that does not require Screening services) may lie in close proximity to a Tier 2 facility (one that does require Screening services).

Sector boundaries have been drawn in such a way as to delineate Sectors that are in the best interest of the County. Due to the necessity to ensure that only one Contractor provides services to a facility, it may become necessary from time to time to reassign specific facilities between Sectors.

Sector Boundaries

A) Tier 1 Sectors

Sector 1D: Bounded on North by the South side of Flagler Street **(EXCLUDING 140 WEST FLAGLER BUILDING)**, extending South to the North side of SW 64th Street, East and West to the Miami-Dade County limits.

Sector 1E: Bounded on the North by the South side of SW 64th Street, and extending South, East and West to the Miami-Dade County limits.

B) Tier 2 Sectors

Sector 2A: Excluding the area of Miami International Airport (Sector 3A), this Sector is bounded on the North by the Miami-Dade County line, South by State Road 836/395, East (to include Miami-Beach) and West by the Miami-Dade County limits.

Sector 2B: Bounded on the North by State Road 836/395, extending to the South, East and West to the Miami-Dade County limits.

C) Tier 3 Sectors

Sector 3A: Bounded within the confines of the Miami International Airport (Aviation Department) which at the time of the RFP is; Bounded on the North by Northwest 36th Street, extending South to State Road 836/395, East by LeJeune Road (NW 42nd Avenue) and on the West by Northwest 72nd Avenue.

Sector 3B: Bounded within the confines of the Port of Miami (Seaport Department), formerly Dodge & Lummus Islands. Bounded on the north by the Main Ship Channel, extended south to Fisherman's Channel, east by Government Cut, west by Biscayne Boulevard, including the bridges from N.E. 5th and N.E. 6th Street to the Port of Miami.

APPENDIX D

MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

Any change, alteration or addition to this form will disqualify this Performance and Payment Bond

STATE OF FLORIDA)
SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____

_____ As Principal, and _____

_____

A corporation organized under the laws of the State of _____ with its home office in the city of _____, as Surety, (said Principal and said Surety hereinafter collectively being referred to as Obligator), are held and finally bound unto Dade County, Florida, acting by and through the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, and their successors in office, hereinafter called the Obligee, in the sum of $_____ lawful money of the United States of America, for the payment whereof to the Obligee, the Principal and Surety respectively bind themselves, their successors, heirs, and assigns, jointly and severally, finally by these present.

Signed, sealed and dated this _____ day of _____, 20_____.

WHEREAS the Principal and Obligee have entered into a written contract, hereinafter called the "Contract" for

_____

_____

As evidenced by contract and specifications made a part thereof, entered into between the Principal and the Obligee on the _____day of _____, 20_____ a copy of which Contract may be attached hereto and is hereby referred to and made a part thereof.

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of the Principal's failure to comply with any of the terms of the Contract, then this obligation shall be void; otherwise, it shall remain in full force.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

1. Said Principal (Contractor) shall well and truly perform; carry out and abide by all terms, conditions and provisions of said Contract including all maintenance and warranty provisions and furnish complete the items herein specified in accordance with the terms thereof, and the Obligator herein shall and does hereby agree to indemnify the Obligee and hold it harmless of, from and against any and all liability, loss, cost, damage or expense and attorney's fees, including appellate proceedings, which said Dade County, Florida may incur or which may accrue or be imposed upon either thereof by reason of any negligence, default and/or misconduct on the part of the said contractor, and _____ agents, servants, and/or employees, in, about or on account of the performance of said contract by the said contractor, and shall repay to and reimburse to the said Dade County, Florida, promptly upon demand, all sums of money, each and every, reasonably paid out or expended by the said Obligee on account of the failure and/or refusal of said contractor to carry out, do, perform and/or comply with any of the terms and provisions of said Contract at the time and in the manner therein provided.

2. The Principal will make payments to all persons supplying Principal labor, material and supplies used directly or indirectly by the Principal or any subcontractors of the Principal in the prosecution of the work provided for in said Contract.

3. Each and every person, natural and artificial, for whose benefit this bond has been executed as disclosed by the text of this bond and of said Contract, specifications, drawings and all papers, and of said agreement and instruments attached and made a part of said Contract, and each and every person, natural and artificial, supplying labor, materials and supplies in furtherance of said Contract, shall have the same several rights of suit or action upon this bond as if he or they were the Obligee or Obligees herein specially mentioned, and the obligations hereof shall be several as to the rights of said persons or said Obligees hereof.

4. In each and every suit brought against the Obligor upon this bond in which the Plaintiff shall be successful, there shall be assessed therein against the Obligor herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Obligor hereby expressly agrees to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20_____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of: _____
Printed Name of Individual

_____

_____ _____
Two Witnesses Signature of Individual

WHEN THE PRINCIPAL IS SOLE PROPRIETORSHIP OR OPERATES UNDER TRADE NAME:

Signed, sealed and delivered in the presence of: _____
Name of Firm

_____ _____
Signature of Individual

_____ _____
Two Witnesses Printed Name of Individual

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of: _____
Name of Firm – A Partnership

_____ _____
Printed Name of One Partner

_____ _____
Two Witnesses Signature of One Partner

WHEN PRINCIPAL IS A CORPORATION:

_____

_____ _____
Secretary Correct Name of Corporation

(Affix Corporate Seal) By: _____
President or Vice-President

Attest:

_____ _____
Corporate Surety

_____
Business Address

Countersigned:

_____ By: _____
Florida Resident Agent Corporate Seal

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CORPORATE PRINCIPAL CERTIFICATION

I _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested foe and in behalf of said corporation by authority of its governing body.

Corporate Seal

STATE OF FLORIDA)
SS
COUNTY OF DADE)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared: _____ _____ to me well known, who being by me first duly sworn upon oath says that he/she is the Attorney-in-fact for the _____ and that he/she has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Miami-Dade County, Florida.

Subscribed and sworn to before me this _____ day of _____ A.D. 20 _____.

_____

Notary Public, State of _____ at Large

My commission expires _____

Security Guard and Screening Services
Contract No. 487A-2B

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between McRoberts Protective Agency, Inc. , a corporation organized and existing under the laws of the State of New York, having its principal office at 13 South William Street, New York, NY 10004 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide security guard and screening services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 487A and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated April 10, 2006, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein; and,

WHEREAS, the County desires to procure from the Contractor such services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Building Manager" to mean the County employee responsible for the supervision of a particular building(s) or area(s) in Miami-Dade County.

b) The words "Central Dispatch Center" to mean a base station/office where personnel employed by the Contractor have the capacity to monitor telephone calls, radios, faxes and employees.

c) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

d) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A) and all appendices, RFP No. 487A and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

e) The words "Contract Date" to mean the date on which this Agreement is effective.

f) The words "Contractor" to mean McRoberts Protective Agency, Inc. and its permitted successors and assigns.

g) The words "Contractor Field Supervisor" to mean supervisory personnel designated by the Contractor and approved by Miami-Dade County for supervising and providing specific training to Security/Screening Officers assigned to the Contract.

h) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.

i) The words "Contractor Personnel" to mean all personnel employed by the Contractor and approved by the County, for the Contract, including but not limited to the Project Manager, Contractor Field Supervisors, Dispatchers, Site Supervisors and Security/Screening Officers.

j) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.

k) The words "County Contract Administrator" (CCA) to mean a person designated to coordinate and monitor the services provided by the Contractor. This person is

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w) The word "Sector" to mean a term to describe a Tier 1 or Tier 2 or Tier 3 geographical area.

x) The words "Security Operations Center" (SOC) to mean the County facility, designated by the County Contract Administrator, that will function as the primary point of radio and/or telephone contact between contract personnel and the County Contract Administrator or designees on a 24-hour a day, yearly basis.

y) The words "Security/Screening Officer" to mean personnel designated by the Contractor and approved by Miami-Dade County to perform specific duties as defined in the Contract.

z) The words "Security/Screening Officer Infraction Report" to mean a written report prepared by the County Contract Administrator or designee to identify specific failures and to assess Liquidated Damages to the Contractor for failure to meet Contract standards.

aa) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

bb) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

cc) The word "Tier" to mean a term used to describe type of service required as follows: Security Guard Services only (Tier 1), Security and Screening Services (Tier 2) or Security, Screening and specialized services (Tier 3).

dd) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ee) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Price Schedule (Appendix B), 4) Appendices C and D, 5) the Miami-Dade County's RFP No. 487A and any associated addenda and attachments thereof, and 6) the Contractor's Proposal.

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the Chief of Security, General Services Administration (GSA). This person is the County's Project Manager for the Contract.

l) The words "County's Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.

m) The words "County Security Supervisors" to mean Staff designated by the County Contract Administrator to monitor all aspects of the Contractor's operation as it pertains to the performance and delivery of services required by the County under the Contract.

n) The word "Days" to mean Calendar Days.

o) The word "Department" to mean General Services Administration.

p) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

q) The word "Dispatcher" to mean personnel employed by the Contractor to staff its Central Dispatch Center.

r) The words "Facility Contact" to mean person assuming the same role in a building or area that does not have a designated Building Manager or who has been delegated such duties by the Building Manager.

s) The words "GSA Security Management" to mean County's management responsible for overseeing the security of County's buildings/facilities and monitor the services provided by the contractor. This includes County Contract Administrator, County Security Supervisor or designees.

t) The words "Liquidated Damages" to mean a financial assessment levied by the County Contract Administrator or designees, for failures by the Contractor or its employees to meet contract requirements or standards, there by resulting in the contractors failure to deliver the services required or any derivative/supplemental documents (e.g. Post Orders), creating direct, indirect or potential losses to the County.

u) The words "Project Manager" to mean person designated by Contractor and approved by Miami-Dade County to administer the Contract and oversee Contractor operations.

v) The word "Records" to mean any books, documents or evidence pertaining to, or used in the Contract.

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ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date specified on the first page of this agreement and shall be for duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for two (2) two-year options-to-renew. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This

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Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

The Contractor shall commence work upon issuance of a Notice-to-Proceed by the County.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the County's Project Manager:

Miami-Dade County
200 N.W 1st Street, Suite 104
Miami, FL 33128
Attention: Daniel Payne, Chief of Security
Phone: (305) 375-1011
Fax: (305) 372-6020

and,
b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

McRoberts Protective Agency, Inc.
13 South Williams Street
New York, NY 10004

Attention: Meredith McRoberts, CEO
Phone: (212) 425-6500
Fax: (212) 425-6509
E-mail: Meredith@mcroberts1876.com

Local Office for McRoberts Protective Agency, Inc.:
3510 Biscayne Blvd.
Suite #210
Miami, FL 33137

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given

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upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in Appendix B - Price Schedule. The County reserves the right to add and delete facilities/buildings and increase/decrease the number of hours of service required at a building/facility. The County may negotiate with the Contractor the cost to provide services to facilities/locations that are added to the contract during the contract term and any extensions/renewal thereof.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods, except for yearly percentage increase in the living wages that will be applied to the classifications that are billed to the County at hourly rates specified in Appendix B. The Contractor is responsible for requesting the living wage increase. The Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof. The County will issue supplemental agreements and revise Appendix B to incorporate this change in the hourly rates. The County may negotiate, at the time of renewal or extension of the Contract, the hourly rates for special equipment, including vehicles, provided by the Contractor

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County bi-weekly (once every two weeks), upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County and shall show the County's contract number. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
200 N.W 1st Street, Suite 104
Miami, FL 33128
Attention: Daniel Payne, Chief of Security

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1st Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Public Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of the Department of Procurement Management, as the certificate holder, must appear on the certificate of insurance.**

   Public Liability Insurance shall cover the armed services.

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles

used in connection with the Services, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the

contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the County's Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the County Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the County's Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the County's Project Manager. In the event that the Contractor and the County's Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

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d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the County's Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope Of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services,

will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without

affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

   i. stop work on the date specified in the notice ("the Effective Termination Date");

   ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

   iii. cancel orders;

   iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

   v. take no action which will increase the amounts payable by the County under this Agreement; and

e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

i. portion of the Services completed in accordance with the Agreement and the Work Order up to the Effective Termination Date; and

ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.

f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis.

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways,

processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in

regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure

or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such

license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the

operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and

agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

   ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in

advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the County's Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and

construed in accordance with, the laws of the State of Florida.

ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP

as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 42. PERFORMANCE BOND

The contractor shall duly execute and deliver to the County a Performance and Payment Bond in the amount of 10% of the total agreed upon weekly price multiplied by fifty-two (52) weeks for a yearly total for the Sector. The Performance and Payment Bond Form, Appendix D, provided by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the County within 15 calendar days after formal notice from the County. If the

Contractor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that Contractor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. On contract amounts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;

2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of this contract and/or as long as the funds are being held by Miami-Dade County.

F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: Meredith McRoberts	By: _____
Name: Meredith McRoberts	Name: _____
Title: President	Title: _____
Date: 9/26/06	Date: _____
Attest: Kimberly Aleman Corporate Secretary/Notary	Attest: _____ Clerk of the Board
Corporate Seal/Notary	Approved as to form and legal sufficiency
KIMBERLY ALEMAN NOTARY PUBLIC-STATE OF NEW YORK No. 01AL6083397 Qualified In Queens County Commission Expires November 12, 2006	_____ Assistant County Attorney

APPENDIX A
SCOPE OF SERVICES

1. INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by Miami-Dade County General Services Administration (GSA) is contracting for Security Guard and/or Screening services for facilities in the geographic boundaries of Sector 2B. A brief description of all Tiers and Sectors in the County is provided herein as Appendix C.

The Contractor shall ensure the highest level of security at each and every facility where services are provided. The types of services required under this Contract are:

- Armed Security
- Unarmed Security
- Electronic Screening

Services at a given facility shall be provided by a single Contractor.

The County reserves the right to add or delete a Sector or a facility from a Sector during the term of the Contract 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 Contractor, currently providing service to the County, in the best interest of the County.

The contract term is 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. QUALIFICATIONS FOR THE CONTRACTOR

The Contractor shall maintain, at a minimum, the following qualifications during the term of the Contract including extensions and renewals thereof.

A. The Contractor 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: Contractor 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 Contractor. This center shall not be outsourced to another company unless approved in writing by the County Contract Administrator.

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 personnel of the Contractor. The Contractor 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 Contractor's personnel shall act in a courteous and professional manner at all times. The Contractor 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 Contractor shall be liable for losses; potential loses or damages arising from the actions of its personnel.

4. PRE-CONDITIONS OF NOTICE-TO-PROCEED

The Contractor shall commence work upon issuance of a Notice-to-Proceed by the County. The County will issue a Notice-To-Proceed after the Contractor has met the following requirements:

A) The Contractor shall have a radio license, issued to the Contractor by the Federal Communications Commission (FCC), or shall have an agreement with the service provider to use its service/channel that permits radio operations/coverage in Miami-Dade County. Two-way radio coverage shall cover the entire County. A copy of the license and/or agreement with the service provider shall be provided to the County.

B) The Contractor shall have a local management office as specified in Section 6.17. The County reserves the right to inspect the office at any time.

C) The Contractor shall meet the Performance Bond requirements as specified in Section 17.

D) The Contractor shall meet the insurance requirements as specified in Article 10 of the Contract.

E) The Contractor 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 the Contract The personnel requirements are specified in Section 6.1. The County reserves the right to interview and approve personnel.

F) The Contractor shall have a Communication System that meets the requirements as specified in Section 6.19. These criteria and all other facets of the Contractor's radio communications system will 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 Contractor 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 Contractor shall establish a Quality Assurance Plan (QAP) as specified in Section 6.22. The plan shall be approved by the County Contract Administrator before the Notice-To-Proceed is issued by the County.

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H) The Contractor shall directly employ a state-licensed firearms training instructor before the issuance of Notice-To-Proceed by the County. Proof of employment, and all licenses and certificates for Firearms Instructor shall be submitted to the County.

5. LOCATION OF REQUIRED SERVICES

Sector 2B: Bounded on the North by State Road 836/395, extending to the South, East and West to the Miami-Dade County limits. This Sector includes the following:

Total number of Facilities:	Eight (8)
Level 1 Officers:	1,073.5 Hours or approximately twenty-seven (27) Officers
Level 2 Officers:	65.0 Unarmed hours or approximately two (02) Officers
Level 2 Officers:	738.0 Armed hours or approximately eighteen (18) Officers
Level 3 Officers:	446.0 Armed hours or approximately eleven (11) Officers
Screeners:	1,341.0 Hours or approximately thirty-four (34) Screeners
Vehicle:	0 Hours totaling (0) vehicles
Golf Cart:	168.0 Hours totaling one (01) Golf Cart
Radios:	45

All current/future Miami-Dade Housing Agency facilities/buildings that fall/may fall in the geographic boundaries of Sector 2B are excluded from this Sector.

6. REQUIREMENTS AND SERVICES

6.1 PERSONNEL REQUIREMENTS

All licenses and other personnel requirements shall be maintained throughout the term of the Contract and any extensions or renewals thereof. The County may request the Contractor to provide officers/supervisors or other classifications of personnel. The licensing requirements, qualifications, tasks, hourly rates and wages for these additional classifications will be determined at a later date.

A) PROJECT MANAGER

The Project Managers shall meet the following requirements:

i) Shall have a valid "MB" / "M" (Manager of a Security Agency) State License from the Florida Department of State, and shall maintain this license at all times while providing service to the County under the Contract.

ii) Shall have a high school diploma or a GED **and** shall have a minimum of two (2) years of experience in the management and operation of security or police or screening services and two (2) years in management and operations of screening services or

Shall have a bachelors degree **and** at least two (2) years of experience in the management and operations of screening services within past three (3) years

High school diploma, GED and bachelors degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED

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and Bachelors degree.

iii. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iv. Shall be at least 21 years of age

v. Shall pass a urinalysis test showing abstinence from drug/illegal substance use, except prescribed medications

vi. Be able to communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, Project Manager shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

vii. Criminal Background Checks: All Project Managers shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. They shall also pass the FDLE and National background check.

B) CONTRACTOR FIELD SUPERVISOR

Contract Field Supervisors employed by the Contractor shall meet the following requirements:

i. Shall have a valid Class "D", Security Officer, license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under the Contract.

ii. Shall have a valid Firearms ("G") license from the Florida Department of State.

iii. Shall have a high school diploma or a GED and minimum three (3) years of experience as a police officer / Minimum three (3) years of experience as a military police officer / Minimum three (3) years of experience a correctional officer (sworn with powers of arrest) / Minimum six (6) years of experience as a career military or

Accredited Bachelors degree and/or its equivalent in credit hours

High school diploma, GED and bachelors degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED and Bachelors degree.

iv. Shall have at least one (1) year of experience as a Supervisor of Contract Security personnel or
One (1) year of experience as a Level III Security Officer under Miami-Dade County Contract

v. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration

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Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

vi. Shall have a valid State of Florida Driver's license

vii. Shall be at least 21 years of age

viii. Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

ix) Be able to Communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, Contractor Field Supervisor shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

x) Criminal Background Checks: All Contractor Field Supervisors shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. They shall also pass the FDLE and National background check.

C) SITE SUPERVISOR

All Site Supervisors employed by the Contractor to provide services to the County are required to meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Contract Administrator or designee. All Site Supervisors shall meet the following requirements:

i) Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under the Contract.

ii) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iii) Shall have a valid State of Florida Driver's license (Required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

iv) Shall be at least 21 years of age.

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iii) Shall have a high school diploma or a GED. High school diploma or GED shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED;

iv) Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

vii) Able to communicate (oral and written) in English: Security work often deals with life/safety issues; therefore, all supervisors shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

viii) Criminal Background Checks: All Site Supervisors shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. All Site Supervisors shall also pass the FDLE and National background check.

All Site Supervisors shall meet all the qualifications specified above and the specific qualifications as specified below:

a. **SITE SUPERVISOR FOR SECURITY SERVICES:**

The Contractor shall provide a Site Supervisor when required by the County. The minimum requirements of a Site Supervisor are as follows:

i. Valid firearms class "G" (when applicable) license issue by the Florida Department of State, pursuant to Florida Statute 493
ii. One (1) year of supervisory experience or six (6) months experience working on the County's Security Services contract

The candidate for this position shall be approved by the County Contract Administrator of designee.

b. SITE SUPERVISOR FOR SCREENING SERVICES:

The Contractor shall provide a Site Supervisor knowledgeable in all aspects of Weapon Screening, including the use of Electronic Screening equipment such as X-ray machines, walk-thru Magnetometers, and handheld screening devices; and the application of physical and visual searching techniques. This position, when required by the County, shall be the equivalent of the highest classification of officer supervised (or higher). The Site Supervisor will be an operational Supervisor. The minimum requirements are:

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i. Minimum of six (6) months continuous Weapon Screening experience

ii. Valid firearms class "G" (when applicable) license issued by the Florida Department of State, pursuant to Florida Statute 493.

The candidate for this position shall be approved by the County Contract Administrator or designee.

D. SECURITY OFFICERS

All levels of Security Officers employed by the Contractor to provide services to the County shall meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Contract Administrator or designee. The County reserves the right to interview and approve any personnel during the contract term and any extensions or renewals thereof. All level of Security Officers shall meet the following requirements:

i) Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All officers shall maintain this license at all times while providing service to the County under the Contract.

ii) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iii) Shall have a valid State of Florida Driver's license (Required if Security Officer is assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

iv) Shall be at least 21 years of age.

v) Shall have a high school diploma or a GED. High school diploma or GED shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED;

vi) Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

vii) Be able to Communicate in English: Security work often deals with life/safety issues; therefore, all security officers shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

viii) Criminal Background Checks: All security officers shall have a state and national

criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. All security officers shall also pass the FDLE and National background check.

All levels of officers shall meet all the qualifications specified above and the specific qualifications for each level as specified below.

i. Level I

This is the lowest classification of unarmed Security Officers.

a) Minimum one (1) year of experience as a licensed Security Officer or Minimum one (1) year management/supervisory experience or one (1) year of accredited college course of study and/or its equivalent in credit hours

ii. Level II

This is the intermediate classification of Security Officer. This may be an armed or unarmed position. Minimum requirements for Level II officers are:

a) Valid Firearms ("G") license (when applicable)

b) Prior military experience or
Prior correctional officer or
Prior police officer or
Police or correctional academy graduate or
Accredited associates degree and/or its equivalent in credit hours

If a Security Officer meets all the requirements as specified in Section 6.1(D) and has graduated from police or corrections academy (or has up to three years of experience as a police/correctional/military officer), he/she qualifies for Level II Security Officer position. If the Security Officer meets all the requirements as specified in Section 6.1 (D) and has minimum of three or more years of experience as a police/military/correctional officer (See Section 6.1 (D) (Level III) (b)), he/she qualifies for Level III Security Officer position.

iii. Level III

This is the highest classification of Security Officer. The minimum requirements for Level III are:

a) Valid Firearms ("G") license

b) Minimum three (3) years of experience as a police officer or
Minimum three (3) years of experience as a military police officer or
Minimum three (3) years of experience a correctional officer (sworn with powers of arrest) or
Minimum six (6) years of experience as a career military or
Accredited Bachelors degree and/or its equivalent in credit hours

NOTE: All required experience shall be from within the United States or its territories. All experience shall be fully and readily verifiable. Applicants with military service shall supply a copy

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of the DD-214L form and have received an Honorable Discharge from duty in order to be accepted.

E. Level 1 and Level 2 Screening Officers

Level 1 and Level 2 Screening Officers shall meet all qualifications for Level I and Level 2 security officers respectively and shall have received the training as specified in Section 6.16 (G).

F. Level 3 Screening Officers

All Level 3 Screening Officers shall meet all qualifications for Level III security officers and shall have received the training as specified in Section 6.16 (G).

G. ALL PERSONNEL

All personnel employed by the Contractor shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by the Florida State Statute. This includes a company issued photo I.D. card. All of the above are to be conspicuously displayed at all times while on duty. The Contractor shall provide in all instances radio equipped, uniformed Security/Screening Officers, and armed if requested, to provide Security/Screening service at designated locations. The number of personnel and hours of service required will be specified by Miami-Dade County, to the Contractor.

Required Documentation

All personnel providing services to the County, shall display on their uniform as required and keep current, all appropriate cards, certificates, and licenses, as follows:

	Security Officer/Site Supervisor	Contractor Field Supervisor
State of Florida "D" Security Officer License	Yes	Yes
State of Florida "G" Firearms License	*Yes	Yes
State of Florida Driver's License	**Yes	Yes
Company-issued Photo ID Card	Yes	Yes

* Only required if assigned to armed post
** Only required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

Personnel may not be employed by the Contractor to provide services to the County if he/she currently or in the past has:

a. Any Felony, Sexual or Domestic Violence conviction.
b. Discharged from the Military under any conditions other than Honorable.
c. Any history of irresponsible behavior (only if assigned to a vehicular patrol), including but not limited to an unreasonable driving record, or a problem employment record as determined by the County Contract Administrator or designee.

d. Any criminal activity listed in 49 US Code of Federal Regulations (CFR) section 1542.209, *Disqualifying Criminal Offenses* and 19 CFR 122.183, *Denial of Access*, for assignments involving Aviation Department properties.

The work performed on the Contract requires frequent and prolonged walking and standing. Occasionally, Security/Screening Officers may be required to subdue violent people. Physical stamina is a basic requirement of this position. Any individual, who cannot meet the physical requirements of the position, including inability discovered through the job performance, will not be qualified to work under the Contract.

In addition all personnel shall possess good human relations skills.

6.2 SPECIFIC TASKS & RESPONSIBILITIES

The tasks, responsibilities or requirements outlined below are specific, but will vary from facility to facility. The tasks expected by the County shall be performed by personnel employed to provide services to the County, and include, but are not limited to, the following:

A) Project Manager:

The Contractor shall provide a full-time Project Manager for the Sector to provide services to the County. The Project Manager shall be interviewed and approved by the County Contract Administrator prior to providing services to the County. This individual will supervise all contract operations and coordinate reports, Security/Screening Officer assignments, and time sheets with the County. The Contractor shall provide a local telephone and cellular number or numbers (i.e. within Miami-Dade County) where the Project Manager (or identified alternate) may be reached 24 hours per day, 7 days per week, on a year-round basis. An answering service or machine is not acceptable. The Project Manager shall provide overall management and coordination of the Contract and shall act as the primary point of contact with the County. The Project Manager or alternate shall have full authority to act for the Contractor on all matters related to the daily operations.

The County may require the Project Manager to be available full time in the County office, to be provided by the County, for purposes of this Contract.

The Project Manager shall complete the required screener training within sixty (60) days of the contract start date, if he/she does not satisfy the requirements as specified in Section 6.16 (G).

Tasks:

i. Maintain Quality Assurance Plan as specified in Section 6.22
ii. Report to the County Contract Administrator on an "As needed" basis or when requested by the County Contract Administrator or designee
iii. Respond to verbal/written notifications of Contract violations as specified by the County Contract Administrator or designee
iv. Ensure that all personnel are properly trained prior to being assigned to a facility/post
v. Meet with County Contract Administrator or designee on a monthly basis or as requested by the County
vi. Act on behalf of the Contractor on all matters related to the Contract

vii. Ensure that there is sufficient cross-trained staff for backups and replacement

viii. Be knowledgeable and adhere to contractual standards and procedures regarding weapon safety

ix. Respond to requests within thirty (30) minutes via telephone contact or meeting as specified by the County

x. Ensure that x-ray and magnetometer calibration reports are completed as required

B) Contractor Field Supervisor:

The Contractor shall provide active, on-duty supervision for every shift covered by the Contractor on a 24-hour per day, year-round basis. These Field Supervisors shall be uniformed, armed, and equipped with marked vehicles. The Field Supervisors shall have no duties other than the inspection, supervision, and training of personnel assigned to provide services to the County. The Field Supervisors shall conduct inspections in the field on all shifts, answer questions, resolve problems, respond to emergencies, and otherwise complete tasks as identified in this Contract. The level of supervision provided by the Contractor shall be a minimum of two (2) Contractor Field Supervisors for the Sector for each shift.

While conducting such inspections, Field Supervisors shall record such visits and any deficiencies found during inspections in the site logbook and in the form of an incident report. During any of the above listed shifts, upon the Field Supervisor completing the minimum required post inspections, he/she shall remain in the Contractor's assigned Sector for the remainder and continuously patrol and complete additional post inspections. In any case that a Field Supervisor is unable to complete the minimum post inspections, a verbal notification shall be provided to the Security Operations Center before the end of the shift. Additionally, written notification shall be provided to the County Contract Administrator or designee within 24 hours. In the event that the County Contract Administrator or designee determines that the level of supervision provided by the Contractor is deemed insufficient to effectively manage the personnel, the County Contract Administrator or designee and the Contractor shall meet to discuss the Contractor's supervision plan and what the Contractor shall do to improve its performance level. Such actions may include the Contractor providing additional Field Supervisors and/or increasing the number of required post inspections per shift.

Tasks:

i. Respond to on-site emergencies or to requests from GSA Security Management within thirty (30) minutes of occurrence/request

ii. Conduct on-site inspections, answers questions, and offers advice on a 24-hour per day basis

iii. Provide technical and administrative advice on each shift

iv. Assure proper assignment coverage. If a post cannot be covered, the Contractor shall immediately notify GSA Security Management

v. Provide training to each Security Officer until assignment is fully understood and prior to placing that individual on the assignment

vi. Provide directions, follow-up training, and instructions to post and/or patrolling Security Officers by making rounds and observing Security Officers in the performance of their duty for each shift

vii. Call attention of subordinates to any deviations from acceptable practices and procedures, instructs Security Officers of proper methods, and explains conditions under which deviations are permissible. All deviations shall be referred to the Project Manager.

In addition, said deviations and corrective action taken are to be recorded in post logbook

viii. Respond to requests of subordinates for assistance

ix. Exercise leadership ability

x. Maintain good personal and uniform appearance

xi. Update and explain post procedures

xii. Has working knowledge of radio procedures and codes, and be able to train Security Officers in same

xiii. Drive a marked motor vehicle as required

xiv. Conduct investigations

xv. Complete all necessary reports specified in this Contract, forwarding originals to GSA Security Management. Reviews, corrects, and approves subordinates' reports

xvi. Has knowledge of local jurisdictions and whom to call when incidents occur

xvii. Maintais facility logbooks at each facility

xviii. Ensure that employees do not disturb property and papers on desks, open desk drawers or cabinets, or use County telephones, except as authorized or enter any office without prior authorization, except in an emergency situation. If such an entry is made a report shall be generated

xix. Remian properly equipped, in proper uniform, provide temporary coverage of vacant posts for absent Security Officers or as required by the County

xx. Shall carry an approved firearm and ammunition at all times while on duty

xxi. Ensure that posted and/or patrolling Security Officers have materials, uniforms, and equipment sufficient to perform required duties and that these meet contractual standards for completeness, condition, and appearance

xxii. Be knowledgeable and adheres to contractual standards and procedures regarding weapon safety

xxiii. Has a working knowledge of each assignment covered by the Contractor

Note: **The Project Manager and Contractor Field Supervisor are two separate functions and shall not to be combined.**

C) **Site Supervisors**

The tasks for the Site Supervisors will be determined at a later date depending upon the facility. The tasks shall be approved by the County Contract Administrator or designee.

D) **Security/Screening Officer**

Tasks:

i. Report to work on time and remain on assigned duties until relieved as required

ii. Maintain good personal and uniform appearance and be courteous to the public and the County personnel at all times. Uniforms shall be clean and pressed and include the name tags

iii. Cover an assignment at a fixed post or patrols an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property

iv. Intervene to terminate injurious acts and detains individuals for further investigation or arrest where circumstances and conditions warrant as stated in the State of Florida

Security Officer's Handbook (FSS Chapter 493)

v. Communicate effectively with the public and the County personnel and directs visitors to personnel and services within the facility

vi. Ensure that Lost and Found functions are conducted only by the County personnel

vii. Conduct patrols in accordance with routes and schedules established in the Post Orders. Where installed and in working order, the watchman reporting systems shall be used by uniformed personnel to record their presence at the designated posts

viii. Raise and lower flags at designated times (where applicable)

ix. Refuse acceptance of any mail or packages without written authorization from the Building Manager/Facility Contact

x. Lock and unlock gates and doors at designated times

xi. Turn lighting on and off as required

xii. Ensure that only authorized personnel are permitted access to closed or restricted facilities. Positive photo identification shall be presented. The Security/Screening Officer shall verify the picture on the I.D. is the same as the person presenting it.

xiii. Respond to reports of sick or injured persons, and then notifies supervisor, appropriate authorities (e.g., 911, Facility Manager, Supervisors and Security Management.)

xiv. Report safety hazards, malfunctioning equipment, spills, and other such matters to appropriate Facility Contact person. Any such incident will require a Logbook entry be made

xv. Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment as required

xvi. Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations; evaluates situations encountered and takes action as prescribed in Post Orders and/or facility/building self-protection plans

xvii. Investigate questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts, and notifies authorities if warranted

xviii. Operate a marked motor vehicle where required

xix. Maintain order and uses good judgment and discretion in handling unruly or trespassing public

xx. Maintain daily logs and writes daily reports, incident reports, and non-employee injury reports. Incident reports shall be on a pre-approved County form

xxi. Provide escort services to County employee's and visitors as required for (Domestic Violence related cases escorts are not provided, Law Enforcement should be notified.)

xxii. Maintain a professional atmosphere within areas of assignment

xxiii. Shall not read newspapers, magazines, religious materials or any other non-work related items while providing services to the County. In addition newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each officer to ensure at the start of each shift that this policy is followed. (e.g., they need to be sure that there are no newspapers, unauthorized reading materials, Televisions, Radios, CD or MP-3 players or any other unauthorized items in the area of the post) because officers will be held responsible and Liquidated Damages will be assessed.

xxiv. Shall not use County telephones for calls of a personal nature without prior approval of the Building Manager or Facility Contact in each instance. Personnel cellular telephones should not be used on post except for emergency calls only these calls should be of short duration. If it is found that Security Officers are using personal

cellular phones, officers will not be allowed to bring in their phones on the post.

6.3 SPECIAL EQUIPMENT

(A) The Contractor may be required to provide licensed and insured motor vehicles, off-street motorized carts, and bicycles at an additional cost. Such posts or duty assignments shall be requested as needed and, where appropriate, the Contractor shall receive additional compensation. The Contractor shall comply with insurance requirements as specified in Article 10 of the Contract and the insurance shall be sufficient to cover all operations and use of such equipment.

(B) The Contractor may also be required by the County Contract Administrator to provide Security/Screening Officers equipped with specialized equipment including, but not limited to, Revolvers, Hand Wands at no additional cost to the County.

6.4 CHANGES IN ASSIGNMENT

The County Contract Administrator or designee may, at anytime, by written or verbal instruction, make changes to existing service. These changes may include but not limited to scheduling changes, increases or decreases in the hours or type of services, and modifications in special equipment requirements. Should the change require the institution of Electronic Screening services at a Tier 1 facility that did not previously require such services, and for which the Electronic Screening is required on a more or less permanent basis–as determined by the County Contract Administrator or designee–then that facility will be removed from the Tier 1 Sector to which it is assigned, and reassigned to the Tier 2/3 Sectors providing service to that area. Likewise, should Screening services be removed from a facility, that facility will be reassigned from the designated Tier 2/3 Sectors to the appropriate Tier 1 Sector.

6.5 NOTICE OF EXTENDED HOURS/NEW ASSIGNMENTS (OVERTIME)

Changes are frequent in Security/Screening Officer coverage's, both in hours of duty and at new locations. The County will attempt to give the Contractor twelve (12) hours of notice for new assignments. If it is not possible to give 12 hours of advance notice, the County will pay overtime coverage (1½ times the normal billing rate) for the first twenty-four (24) hours of the new assignment. In consideration of this overtime coverage, the Contractor shall provide a Security/Screening Officer within four (4) hours notice. Failure to provide services may result in Liquidated Damages and/or a Contractor Non-Performance.

6.6 INABILITY TO PROVIDE ADDITIONAL REQUESTED SERVICE

The Contractor shall provide additional services when requested, however if the Contractor is unable to provide these services requested, then the Contractor shall notify the County verbally immediately and in writing (within 24 hours of request) with a detailed explanation for inability of the requested services. If the Contractor refuses to accept the additional requested services the Contractor may forfeit its rights to be awarded additional services under this Contract at the discretion of the County Contract Administrator or designee. The County, at the County's sole discretion, may award the new assignment to another Contractor providing similar services to the County. Upon placement of such an assignment (working out of awarded Sector) the Contractor who is placed out of Sector may continue, at the County's discretion, to provide the requested service on a permanent basis, unless removed by the County Contract Administrator or designee.

6.7 LIMITATION ON EMPLOYEE-HOURS AND ASSIGNMENTS

No employee of the Contractor assigned to the Contract shall provide more than twelve (12) hours of service, including all break periods, on one or more Contracts administered by GSA Security Management in twenty-four (24) hour period, unless the work periods are separated by an eight (8) hours non-duty period. This limitation may be waived by the County Contract Administrator and in emergency situations that are beyond the control of the Contractor, (e.g., weather conditions, civil disturbances, natural disasters, etc.) preventing the next shift from getting to the post. Each occurrence will require an individual waiver provided by the County Contract Administrator or designee.

6.8 POST ORDERS

Post Orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Officers of the Contractor employed under this Contract shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Post Orders define the basic work to be performed by Security/Screening Officers at the facility. The County will provide generic Post Orders to the Contractor. The Contractor shall meet with Building Manager or Facility Contact to develop site specific Post Orders. These site specific Post Orders shall be approved by Building Manager/Facility Contact and GSA Security Management before the Contract start date. Once established, the Contractor shall assure that yearly updated copies are available for the duration of Contract including any extensions or renewals thereof. The Contractor shall check each post quarterly for updated Post Orders. Failure in this area may result in a Liquidated Damage and/or Contractor Non-Performance. Post Orders may include, but are not limited to, the following:

A) Facility/Building information (e.g., operating hours, chain of command)

B) Building rules and regulations

C) Operation of equipment

D) Roving patrol routes, schedules, and duties

E) Vehicular traffic control

F) Access control procedures

G) Emergency response procedures

H) Security and fire control/alarm systems

I) Hazardous conditions, inspection/reporting

J) Response to emergencies, (e.g., fires, injury, or illness, etc.)

K) Procedures for raising, lowering, and half-mast U.S. and other flags

L) Safeguarding persons and property

M) Minimum number of hours for site orientation training

NOTE: The Contractor shall emphasize to its personnel, assigned to provide service to the County, that general orders to "Protect County Personnel and Property" supersede all

Post Orders.

6.9 RELIEF/BREAK PERIODS

Security/Screening Officers shall not leave the assigned posts at the end of a shift until relieved by duty personnel assigned to the following shift, if such a shift is scheduled, or unless specifically authorized by County Contract Administrator or designee. The Contractor shall provide breaks as required by Federal and Florida State law. The employees who are on a break period shall remain at their assigned post unless relieved by a properly trained relief. Any violations of this procedure may result in removal of the employee from working on the Contract and/or may result in Liquidated Damages.

6.10 EMERGENCIES

The Security/Screening Officers may be diverted by the County Contract Administrator or designee from their normal assignment to meet emergency situations, special duty assignments or increases in Federal Maritime Security (MARSEC Levels). When the personnel diverted are no longer needed for the special work assignments, they shall return to their normal assignments. No additional cost shall be charged to Miami-Dade County for such diversion, and the Contractor shall not be penalized for the normal daily work not completed due to the emergency. Incidents of this nature shall be reported in accordance with procedures outlined in the facility Post Orders.

6.11 ADHERENCE TO LAW

The Contractor shall adhere to all Federal, State, and Local laws that apply to the provisions of Security/Screening Officers services under the Contract, as well as those laws that regulate the general public. This shall include, but not be limited to, compliance with Federal Tax laws (e.g. payment of Federal Withholding Taxes) State of Florida Unemployment Taxes, Worker's Compensation, Federal Wage and Hour regulations, Living Wage Ordinance and other applicable Laws and Regulations. Failure to comply will result in Non-performance and/or removal from the Contract.

A) If a Security/Screening Officer, Supervisor, Contractor Field Supervisor, Project Manager or other Principal of the Contractor is arrested, GSA Security Management shall be notified within twenty-four (24) hours of the arrest. Failure to follow this procedure will result in Liquidated Damages as stated in Section 6.23 (A) (iii) (b). Proper notification will consist of the following:

   i. Phone call to the County Contract Administrator; if not available, then to Security Operations Center
   ii. Followed by a fax sent to the County Contract Administrator
   iii. Followed by a fax to the Security Operations Center

B) If said person is a Security/Screening Officer, Site Supervisor, Field Supervisor or Project Manager, then they will be removed immediately from the Contract, until reinstatement has been approved by the County Contract Administrator or designee.

C) It is the Contractor's responsibility to make certain that all of its personnel are aware of this provision and take the necessary steps to ensure compliance.

6.12 POLYGRAPH EXAMINATION

The County reserves the right to require any of the Contractor's personnel to submit to a polygraph examination as deemed necessary by the County Contract Administrator or designee. The Contractor shall pay the costs for the examination. If the employee refuses to submit to the examination or fails the examination, the employee shall not provide service to the County under the Contract. All employees involved in an investigation shall complete a polygraph examination, upon request, as soon as possible but no later than five (5) working days from the date of request. The Polygraph Examiner shall be approved by the County Contract Administrator or designee.

6.13 SECURITY/SCREENING OFFICER ROTATION

The County reserves the right, at the discretion of the County Contract Administrator or designee, to transfer personnel of the Contractor working on the Contract, as well as rotate specific hours or location of Security/Screening personnel at a time interval specified by the County.

6.14 REMOVAL OR APPROVAL FOR CONTRACT

The County reserves the right to interview any prospective employee of the Contractor before that person is assigned to a County post. The County may reject any proposed Officer/Supervisor/Contractor Field Supervisor as deemed in the County's best interest. The County reserves the right to have the Contractor relieve any employee of the Contractor from a duty assignment, and/or bar the employee from further service under the Contract at the discretion of the County Contract Administrator or designee.

6.15 PROGRESS MEETINGS

The County may hold mandatory meetings, at the discretion of the County Contract Administrator or designee, for the purpose of discussing issues relevant to the performance and/or administration of the services provided by the Contractor. The County Contract Administrator or designee reserves the right to call meetings at any time during the Contractual period by notifying Contractor. The Contractor's Project Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Contract Administrator or designee unless specifically waived by the County Contract Administrator or designee.

6.16 TRAINING REQUIREMENTS

The County will reimburse the Contractor at an hourly rate equal to the current Living Wage for all trainings **mandated by the County Contract Administrator or designee**. The County may chose not to reimburse, at the County's sole discretion, if employee turnover rate for the Contractor is high. The Contractor shall pay its personnel a minimum of current living wage, as established by living wage ordinance, during all trainings mandated by the County Contract Administrator or designee.

A) Employee Orientation Training

Miami Dade County will administer a mandatory Employee Orientation Program for Contractor's personnel assigned to the Contract. Said Employee Orientation Training length and content will be solely determined by the County Contract Administrator or designee.

Upon completion of Employee Orientation Training, the Contractor shall submit invoices for all personnel, who attended said training, as specified in Section 8 (i).

B) Site Orientation Training for Security/Screening Officers

The Contractor shall provide a mandatory site orientation training to all security/screening officers as specified in site specific post orders. Said training shall be conducted by a Contractor's Project Manager, Contractor Field Supervisor or Site Supervisor. Trainees shall not to be in an "active duty" status and may not be placed on duty at that site until said training has been completed. This training shall be conducted at each individual site to which the Security/Screening Officer is assigned. The measure of success for the training will be the effectiveness with which the trained employee is able to perform post duties. The County shall be the sole assessor of the effectiveness of the training. The Site Orientation Training shall consist of the following:

i) General and specific orders for the facility
ii) Policy and specific procedures for responding to emergency alarms, bomb threats, or incendiary devices etc in the facility
iii) Procedures for access control and operation of the security system within the facility
iv) Procedures for operation of the fire alarms, fire control system, and fire-fighting equipment

C) Job Enrichment Training

The County reserves the right to mandate job enrichment training for some or all employees of the Contractor. The training curriculum and length shall be determined by the County at a later date.

D) Advancement Training

Personnel may become eligible for the next level of security officer by successfully completing a comprehensive security officer course of study. The course curriculum and length shall be determined by the County at a later date. Subsequent to the successful completion of the required courses, said security personnel shall appear before an oral evaluation board as prescribed by and at the sole discretion of the County. All related cost for the training shall be the responsibility of the Contractor and shall not be passed on to the employee. **The County will not reimburse Contractor for advancement training.**

E) Evaluation of Training

The County Contract Administrator or designee will evaluate the quality and completeness of training provided by the Contractor to all personnel. Evaluations will include, but not be limited to, reviews of techniques and methods of instruction, quality of instructors, motivation, adequacy of classroom and supportive adjunct training materials, test content, and individual Security/Screening Officers' retentiveness. The County Contract Administrator or designee reserves the right to create, revise or mandate all training provided to personnel assigned to the County. Any changes to the training provided by the Contractor shall be reviewed and approved by the County.

All formal training shall be administered (e.g., taught, presented) by persons who have been expressly approved on an individual basis by the County Contract Administrator, or designee. All classroom instructors shall be appropriately certified and licensed by an accredited licensed institution of learning or governmental educational certification body, or by documentation that the individual has sufficient experience with the subject matter to

instruct students in an authoritative, practical, and current manner. Resumes for potential instructors shall be submitted to the Miami-Dade County prior to the start of training for approval.

The Contractor shall provide a copy of the proposed course of instruction with all materials for review and approval to the County Contract Administrator or designee before Contract start date. Representatives of the County Contract Administrator may visit training classes without notice to monitor the training.

F) Firearms Training

The Contractor shall employ a state-licensed firearms training instructor to develop and maintain an ongoing firearms program to meet or exceed the required State of Florida licensing statutes and standards. Contracted instructors will not meet this requirement; this instructor shall be directly employed by the Contractor.

G) Training for Screening Operations

i) Course of Instruction
A copy of the proposed course of instruction that follows either the TSA or U.S. Marshals courses shall be provided for review and approval before the contract start date. Representatives of the County Contract Administrator may visit training classes without notice, to monitor this course.

ii) Hands-on Equipment Training
All personnel employed to provide screening services to the County shall receive a minimum of 40 hours experience, before working on an "active duty" status within the County, in actually working at weapons-screening location, with an X-ray, metal detector and hand wand.

H) Training for Contractor Field Supervisors

i) In compliance with all other Contract stipulations requiring that a Contractor Field Security/Screening Supervisor be fully qualified and capable of staffing a post the said Field Supervisors shall have met or will meet all Basic Instructional Training requirements prior to providing service to the County.

ii) Contractor Field Supervisors shall be provided sufficient on-site post instruction and provide Site Orientation Training (SOT) to Security/Screening Officers assigned to posts within the supervisor's span of control or shift of duty.

iii) In addition to the above base requirements for training, the Contractor shall provide to all Field Supervisors a minimum of eight (8) hours total of classroom instruction in the development of management and supervisory skills, as outlined below. The classroom instruction component shall include a fifty (50) question test, and shall require a minimum passing score of 75%:

- Supervisory responsibilities
- Training skill development
- Leadership development
- Authority and control
- Effective communication
- Handling complaints and grievances
- Management skills for supervisory personnel

- Time management
- Motivation
- Ethic
- GSA Security Management/Contract Supervisors relationship

The County may, at the sole discretion of the County Contract Administrator, administer training or testing of personnel assigned to the Contract.

6.17 LOCAL MANAGEMENT OFFICE

The Contractor shall have a local management office in Miami-Dade County. The County reserves the right to inspect the office at any time. All records pertinent to administration and management of the Contract shall be maintained at local office and are subject to inspection by the County at any time.

The Contractor shall maintain, at a minimum, the following documents at the local management office:

A) Financial records: invoices, employee payroll and other associated backup documentation

B) FCC License

C) Log Books

D) Incident Reports

E) Quality Assurance Plan

F) Employee Personnel File
Required documents shall be placed under the same section/tabs in each employee's file. False statements or falsification of any of the documents required by the County will result in Liquidated Damages and/or filing of a Non-Performance. The Contractor shall maintain a copy of all disciplinary actions taken by the Contractor against its personnel, assigned to provide services to the County, for all infractions committed under the contract. A copy of said violations shall be placed into the employees personnel file. These files shall contain copies of but not limited to the following documents:

i) FDLE and National Criminal background check which shall be updated on a yearly basis
ii) Medical examination, including drug test results, which shall be updated, on a yearly basis and psychological results
iii) Training test results along with a copy of their test
iv) Proof of education and experience
v) State Security Officer licenses "D", "G" and "DI" as applicable
vi) Employment application and verifications of prior employment
vii) Polygraph examinations reports, as applicable
viii) Proof of certification for Law Enforcement experience
ix) A copy of DD-214 Long form for Military and Coast Guard experience
x) A copy of a valid State of Florida Drivers license
xi) A copy of a five (05) year Drivers history
xii) Proof of Citizenship, Resident Alien card or Work Permit

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6.18 CONTRACTOR-FURNISHED ITEMS

Working Materials

The Contractor shall provide all working materials necessary for proper performance including, but not limited to, items such as bound log books, with preprinted consecutive numbered and lined pages, notebooks, pens, and pencils. The Contractor, at no additional charge to the County, shall supply these materials, unless otherwise specified by the County Contract Administrator or designee.

6.19 COMMUNICATION SYSTEM

A) Handheld Radios

Two-way handheld radios, licensed for use by the FCC, shall be provided by Contractor to on-duty personnel. In addition, one (1) radio shall be issued by the Contractor to the Security Operations Center (SOC) and additional radios may be requested, at no additional charge, at the discretion of the County Contract Administrator.

B) Central Dispatch Center

Please refer to Section 2 (B).

The Central Dispatch Center shall have a back-up electrical generator power capacity to ensure essential operational functions as to sustain communications with the Security/Screening Officers and the County.

The Dispatch Center shall be staffed by experienced personnel twenty-four (24) hours a day, seven (7) days a week. Contractor's personnel available at the Central Dispatch Center shall have the ability and authority to take immediate action on behalf of the Contractor, as required. This station shall have a complete roster of all Security Officers assigned to County posts and hours to be worked. They shall also be able to make contact with Contractor's management twenty-four (24) hours a day, seven (7) days a week. Failure to comply with any of these requirements constitutes a material breach of the Contract, and may result in Liquidated Damages and/or a Non-Performance as specified in Section 6.23. Contractor's dispatch center is subject to unannounced inspections by the County at anytime.

C) System Quality

Radio communications among system users (e.g., all County and Contractor personnel) shall be strong and clear at all times ("five by five"), both transmitting and receiving. The Contractor shall provide and maintain required system quality, as follows:

i. Contractor shall use a network of repeaters of sufficient strength and capacity to service all facilities/buildings included in the Contractor.

ii. The Contractor shall ensure that the speed and quality of radio communications is not detrimentally impacted by on-air congestion. The Contractor should select a channel, i.e. frequency that is not overloaded with non-Contract users.

iii. The Contractor, shall implement a program of maintenance and repair for all equipment to be used in providing services to the County. Such a program shall ensure the optimum performance of all equipment at all times, thereby allowing the

system to meet the service requirements and quality standard specified in the Contract.

iv. The Contractor shall have a sufficient number of spare radios, chargers and charged batteries in stock to provide for those that are inoperative in the field or in the repair shop. Malfunctioning radios shall be replaced within four (4) hours.

v. The Contractor shall ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It may be necessary for the Contractor to implement a system by which fresh batteries, or charger radios, are delivered to the posts in order to meet this requirement. Wherever possible, the County may provide safe storage and electric power (for charging).

D) County Evaluation of Communications System

The County reserves the right to evaluate the Communication System at any time during the term of the Contract including any extensions or renewal thereof. Should there be a deterioration of performance during the term of the Contract, and the Contractor is unable or unwilling to make necessary improvements, the County may terminate the Contract. The County shall be the sole judge of the adequacy of radio communications.

6.20 UNIFORMS AND EQUIPMENT

A) Requirements

The Contractor shall ensure that, at all times while in uniform, all personnel shall be fully equipped and wear complete County-approved uniforms including uniform jackets with required patches that are sewn on and name tags. All personnel shall wear uniforms whose color and style have been approved in advance by the County Contract Administrator. All personnel providing service to the County may be required to wear the same color and style of uniform, distinguished only by Contractor's identification patches (see below). Uniforms do not have to be new, but shall be in good condition and meet contractual standards. Said uniforms shall consist of the following items:

i) **Standard Uniform for all levels of Security Officers, Contractor Field Supervisor and Site Supervisor** shall include:

a) Trousers, all-season weight

b) Shirt/blouse, short or long sleeve

c) Belt – solid black

d) Duty Belt (Mixson style)

e) Socks – solid black

f) Shoes – solid black Patent Leather or Corofram, no high heels, no platform shoes and no sneakers or tennis shoes.

g) Shoulder patches to indicate the name of the Contractor shall be sewn on and worn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor shall be worn or displayed on the uniform except hat.

h) Nametags to be worn over the right shirt pocket

i) Foul weather/cold weather clothing, including raincoats, boots, and/or security

jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with Contractor's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the Contractor along with company patch sewn to the jacket

j) All personnel shall wear clean, pressed uniforms at all times while on duty at a County Post.

ii) **Standard Uniform for Screening Officers and Screening Site Supervisor** shall include:

a. Trousers-solid grey

b. Collared shirt- sold white

c. Necktie

d. Belt-solid black

e. Blazer-solid blue

f. Socks-solid black

g. Shoes-solid black Patent Leather or Corofram, no high heels, no platform shoes and no sneakers or tennis shoes

h. Shoulder patches to indicate the name of the Contractor shall be sewn on the blazer according to Florida Statute 493.6305

i. Nametags to be worn over the right shirt pocket

j. Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Screening Officer, and marked with Contractor's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the company along with Contractor's patch sewn to the jacket.

k. All personnel shall wear clean, pressed uniform at all times while on duty at a County Post.

iii) **Specialized Uniforms** may be worn at certain sites/posts with prior approval of the County Contract Administrator or designee, and may include the following:

a) Polo style shirt with long pants

b) Polo style shirts with shorts, solid black sneakers or boots (High Tech type, Bike Patrol uniform) baseball cap with company logo on the front

c) Overall, Coveralls (Jumpsuits)

d) Company photo I.D. badge to be worn on uniform shirt in plain view at all times while on duty

e) Jackets worn during cold weather are to be issued by company along with company patch.

f) Long sleeve shirts with neckties

g) Blazers or Suit Jackets with company logo (Court Security Officer)

iii) **Personnel Equipment for Security Officers**

Except as specifically noted, or provided for the Contract, Security Officers shall be equipped at all times while on duty with the following items:

a) Handcuffs and Key

b) Flashlight; heavy-duty (2 or more D-cells)

c) Two-way radio, licensed for use by the Federal Communications Commission (FCC) and meeting all requirements as specified in Section 6.19.

d) In addition to the above, armed Security Officers shall be equipped with a .38 special 4" barrel revolver or 9mm semiautomatic pistol of a reputable manufacturer (e.g., Smith & Wesson, Colt, Ruger or Taurus), and ammunition that meets State statutes. The Security Officer shall also be issued an ammunition pouch and a minimum of eighteen (18) or fifteen (15) rounds according to the weapon's ammunition capacity. The Security Officer shall utilize a weapons triple retention holster compatible with the firearm, uniform and other equipment. The holster shall be worn on the duty belt. All armed security personnel shall be provided training for triple retention holster.

e) Mace in accordance with State statutes and officer shall be certified as per Florida State Statues

f) Expandable Baton (e.g.-ASP) in accordance with Florida Statutes and officer shall be certified as per Florida State Statutes

All personnel shall not carry any unauthorized equipment such as chemical agents, concealed weapons, personal radios, or other items not approved by the County Contract Administrator or not included in the Contract.

iv) **Vehicular Equipment**

Security Officers may be required by the County to operate licensed and insured marked motor vehicles in order to supervise different posts, move between assignments, or to conduct vehicular patrols of an area. Likewise, they may be required to operate off-street motorized carts in order to conduct vehicular patrol of an area. Other means of transportation e.g.-boats, bicycles, horse, etc. will be considered on a post-by-post basis for possible use. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor as well as specialized bike training class with a minimum of eight (8) hours. The County Contract Administrator or designee shall approve vehicle types, color, markings, lights, and other features. Any personnel assigned to a post where he/she will be operating a motorized vehicle to include a golf cart shall have a valid Florida driver's license.

v) **Minimum number of Uniforms and Equipment for Security Officers**

In order to ensure that all on-duty Security Officers are fully equipped and meet contractual standards for neatness and appearance, the Contractor shall issue to each employee, and maintain throughout the term of the Contract, uniforms and equipment in the following minimum numbers as specified below:

a) Trousers, three (3)

b) Shirts/blouses, five (5)

c) One (1) set of all other uniform components as specified

d) Cold weather jacket (1)
e) Raincoat (1)
f) Duty Belt (1)
g) Handcuffs and Key (1)
h) Firearm, if applicable (1)
i) Ammunition Pouch (1)
j) Eighteen (18) or Fifteen (15) rounds of Ammunition, as applicable
k) Mace (1)
l) Expandable baton (1)

vi) **Minimum number of Uniforms and Equipment for Screening Officers**

In order to ensure that all on-duty Screening Officers are fully equipped and meet contractual standards for neatness and appearance, the Contractor shall issue to each employee, and maintain throughout the term of the Contract, uniforms and equipment in the following numbers:

a) Trousers, three (3)
b) Shirts/blouses, five (5)
c) Two (2) sets of all other uniform components as specified (e.g. Blazers and Ties)
d) Handcuff and Key (1)
e) Firearm, if applicable (1)
f) Ammunition pouch (1)
g) Eighteen (18) or fifteen (15) rounds of ammunition, as applicable

B) Radiation Detection Badges

The Contractor shall remain in full compliance throughout the term of the Contract, with all State of Florida Regulations related to the control of radiation, including Radiation Detection badges, as outlined in Chapter 10 D-91 of the Florida Administrative Code.

C) Maintenance Of Uniforms And Equipment

The Contractor shall assure that Security/Screening Officers maintain a clean neat, well kept appearance in accordance with the Contractual standards (e.g. pressed uniform, polished shoes, etc.). The Contractor shall maintain and replace uniforms, as necessary. Likewise, all equipment used by the Contractor, provided by either party, shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear which may constitute a hazard to any person on County property.

D) Uniforms Costs

The Contractor shall be responsible for the quantity and quality of uniforms and other required personal equipment used by its personnel in providing services to the County. The Contractor shall provide, at no cost to its personnel, all uniforms and equipment to ensure that contractual standards are met.

6.21 WEAPON SAFETY

The Contractor shall issue to its Security personnel a company issued Firearm. In no circumstance will Officer's personal weapons be acceptable as the Officer's duty weapon in providing service to the County. The Contractor shall observe the following safeguards regarding the use of firearms at all County facilities/buildings. This includes, but is not limited to, the distribution of the following safeguards to all Security Officers on post and the inclusion of these safeguards in all training courses:

A) Firearms shall not to be removed from their holsters for any reason except to be used in life-threatening situations or for inspection by County Contract Administrator or designee. Gun Belts shall be worn properly at all times except during restroom breaks. Violations of these policies may result in immediate removal from County contract and criminal prosecution, as warranted.

B) At no time will firearms (including gun belts and ammunition) be stored or left unsecured at any County site.

C) Firearms shall not to be cleaned at County facilities at any time.

D) Unauthorized weapons, holsters, and ammunition are expressly prohibited.

E) Armed Security Officers and Supervisors who do not have in their possession a current gun license shall be immediately removed from standing post at the County facility.

F) Loss, theft, use, or misuse of weapons shall be reported immediately to GSA Security Management.

G) Armed Security Officers shall follow guidelines as set forth all in FSS Chapter 493.

6.22 QUALITY ASSURANCE PLAN

The Contractor shall establish and maintain a Quality Assurance Plan (QAP) to ensure that all requirements stated in the Contract are met. Changes to this plan during the term of the Contract shall be transmitted to the County Contract Administrator or designee as they are made. The plan shall include, but not be limited to, the following:

A) QAP Contractual Review Plan

The Contractor shall provide for the periodic review of all contractual requirements and services as identified in the Contract and related contractual documents (e.g., Post Orders, Quality Assurance Plan). The plan shall identify the activities to be inspected on both a scheduled and unscheduled basis, how often and in what manner the inspections will be accomplished, and the name and rank of personnel who will perform the inspections.

B) Corrective Action Procedures

The Contractor shall have established procedures to respond to and correct deficiencies in service that may have been identified by the County Contract Administrator or designee. The Contractor will be provided a time frame in which the corrective action shall be completed. If the Contractor is unable to complete the corrective action within the prescribed time allotted by the County Contract Administrator or designee, then the Contractor may submit a written request for an extension of time. Failure to complete any corrective action within the prescribed time on the part of the Contractor will result in Liquidated Damages and/or a Vendor Non-Performance.

6.23 FAILURE TO PERFORM

A) Liquidated Damages

The Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The County, at its sole discretion, will determine the damages arising from such failure. The County Contract Administrator's or designee's assessment of all Liquidated Damages will be final. The County will accomplish this by deducting the amount of the liquidated damages from subsequent payments due for service rendered by the Contractor. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of Liquidated Damages. Subsequent violations will result in a Vendor Non-Performance. Any of these violations may result in Contractor's personnel being removed from the post and/or Contract at the request of the County Contract Administrator or designee.

A written notice of a violation and intent to impose liquidated damages shall be provided to the Contractor in the form of an Infraction Report. Infraction Reports shall be issued to the Contractor promptly by the County Contract Administrator or designee, in order to afford the Contractor time to notify the County of extenuating circumstances.

The 1st infraction may result in Liquidated Damages of $100.00, the 2nd infraction $200.00, the 3rd and subsequent infractions $300.00; (Unless a Special Violation, in which case the 1st infraction will be $500.00, the 2nd infraction $1000.00, 3rd infraction $1500.00). The graduation of Liquidated Damages will occur with the involvement of the same facility, Contractor's personnel and a pattern of the same incidents at multiple posts (e.g. no radios, lack of supervision, etc.). Any violations committed by Contractor's personnel will result in the suspension or removal from duty of said personnel at the discretion of the County Contract Administrator or designee. Violations that may result in the assessment of Liquidated Damages include, but are not limited to, the following;

i) Contract Personnel Violations

a. Late for duty
b. Sleeping on duty
c. Failure to follow post orders
d. Abandoning post
e. Inappropriate Behavior
f. Improper or badly soiled uniform
g. Failure to conspicuously display on person Security officer licenses (D & G), Company ID or Aviation ID card when assigned to airport
h. Failure to make report
i. Improper clock rounds
j. Improper State licensure (e.g. not on person, expired)
k. Improper records, reports or logbook
l. Improper reading materials other than work related (e.g., newspapers and magazines)
m. Improper audio/video devices other than work related
n. Unauthorized visitors on post
o. Not signing in or out in logbook
p. Vehicle irregularities
q. Post opened or closed late
r. Personal phone use
s. Failed to report for duty

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t. Health deficiencies

ii) Administrative Violations

a. Improperly or insufficiently equipped
b. No radio or inoperative radio
c. No vehicle or inoperative vehicle
d. No weapon or ammunition violation
e. Inadequate writing skills
f. Inadequate training
g. Lack of contract supervision.
h. Excessive hours on duty (not approved in advance by GSA)
i. Violations of local, State, or Federal laws, Regulations, or Ordinances
j. Failure to provide Security/Screening Officers for "special requests" assignment after making commitment
k. Criminal records check not complete/or hired
l. Contractor personnel with criminal records
m. Difficulty in speaking or understanding English, and/or being understood by others
n. Failure to have current Post orders on site
o. Invoicing Discrepancies or Inaccuracies
p. Contract Section Violations

iii) Special Violations

a. Reassignment of any personnel previously suspended or removed from duty by the County
b. Failure to notify the County of an arrest of personnel within time frame as specified in Section 6.11
c. Improper internal employee fines or wage practices
d. False or Misleading Statements by Contract personnel
e. Deduct money from an employee's paycheck as a result of Liquidated Damages

Note: The Contractor shall NOT pass along to its personnel any liquidated damages assessed for infractions on the Contract. Violations will not only result in Liquidated Damages, but constitute a Violation of the Living Wage Ordinance and may be subject to additional punitive action.

B) Non-performance Actions

Continuing patterns of contractual violations, or the commission of an especially egregious violation, may warrant the filing of a Vendor Non-Performance Action by the County Contract Administrator or designee. In such circumstances, the Contractor will receive copies of such actions, and will be given the opportunity to respond, in accordance with County Non-Performance procedures. Upon documentation of Non-Performance Actions, the County Contract Administrator or designee may take actions (beyond the imposition of Liquidated Damages) that may include the following but are not limited to:

i) Suspension and/or Loss of Post(s)

Repeated violations of any type or a particularly serious violation at the same facility or facilities may be taken as proof that the Contractor cannot properly handle that location or locations. In such situations, the County Contract Administrator or designee may remove the Contractor from the facility/post and reassign the facility/post to another Contractor assigned, either temporarily (suspension) or permanently. Similarly, new or existing posts may be assigned to a different Sector Contractor in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing Contractor.

ii) Loss of Sector and Debarment

A continuing pattern of frequent and/or egregious violations at multiple facilities, or repeated actions by the County Contract Administrator or designee to suspend and/or remove the Contractor from Sector posts may be taken as proof of a general incompetence on the part of the Contractor to perform in accordance with the contractual requirements. In such circumstances, the Contractor may be placed on contractual probation, removed from the Contract and/or debarred from doing business with the County.

6.24 COURT APPEARANCES

The Contractor's personnel may be required to testify in various judicial proceedings on behalf of the County. These personnel shall coordinate all Contract-related court appearances with the County Contract Administrator or designee when such appearances are required. Any Security/Screening Officer required to make a court appearance shall be remunerated by the Contractor at the same hourly rate as would be earned while on duty under the Contract, and the Contractor shall in turn be remunerated by the County at the stipulated billing rate. The Contractor shall invoice for the actual hours the Security/Screening Officer spent at court, regardless of whether or not his/her testimony was used and/or provided. (Court delays are common, and multiple appearances by the testifying Officer may be required). A copy of the original subpoena shall be submitted with the invoice. Contract-related Court testimony on behalf of the County shall take priority over all other scheduled duties, and the Contractor shall coordinate with the County Contract Administrator or designee to ensure that this is done with no impact to daily operations. Personnel scheduled to testify on behalf of the County due to their Contract related duties shall appear for court testimony in full uniform, but without weapons/firearms.

6.25 INVOICING DISCREPANCIES

It is the County's intent to ensure that all invoices are processed and paid according to a Contract with the correct hours and rates reflected. It is the Contractor's responsibility to review and ensure that the invoicing submitted to the County accurately reflects the hours worked and applicable billing rates. Any invoices submitted for payment or correction after ninety (90) days from the service date will not be honored; furthermore, the continued submittal of duplicate invoices or previously processed invoices will result in Liquidated Damages and/or a Vendor Non-Performance.

7. REPORTING REQUIREMENTS & PROCEDURES

The Contractor shall comply with the following reporting requirements and procedures:

A) A brief statement of any unusual events shall be written in the post logbook, so the County Contract Administrator or designee can identify the principals later, if a further

investigation is needed. All bound logbooks become the property of the County upon its replacement on the post. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The Contractor shall maintain all logbooks during the term of the contract and any renewals or extensions thereof. Upon expiration of the contract or earlier as required by County Contract Administrator or designee, the Contractor shall deliver all such logbooks to the County at a place to be determined by the County.

B) A copy of all reports shall be furnished to the County Contract Administrator or designee prior to the completion of each shift and a copy to Security Management on all major incidents.

C) An Incident Report shall be completed whenever any unusual event and/or criminal events occurs. Such events include, but are not limited to the following: discharge of firearms, major criminal act or any safety hazards. Officers shall consult Contractor Field Supervisor when in doubt about any reports. If there are any injuries as a result of a firearm discharge 911 is to be called immediately. The Security Operations Center (SOC) 305.375.4500 shall be notified immediately after calling 911. Facility Contact/ Building Managers and Contractor Field Supervisors shall be notified.

D) Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the Security Operations Center (SOC) immediately after the incident occurs, in order to receive a Security Management case number, by calling the Security Operations Center (SOC) at 305.375.4500, after authorities have been notified.

E) All employees shall follow the "Chain of Command." After exhausting efforts with Contractor's Management staff the next step will be a GSA Security Supervisor followed by the County Contract Administrator. Failure to adhere to the guidelines may result in Liquidated Damages and/or removal of the Contractor's personnel from providing services to the County.

8. METHOD OF PAYMENT: BI-WEEKLY INVOICES

The Contractor shall abide by the following requirements of GSA Security Management for billing purposes:

i. Invoice: The Contractor shall submit one original and two duplicate sets of the detailed bi-weekly invoices to GSA Security Management Section, 200 NW 1 Street, Suite 103, Miami, FL 33128. Sample invoice is provided herein as Attachment B. The County will specify whether the invoices shall be submitted electronically or hard copy. The County reserves the right to change the format of invoices at any time. The Contractor shall work with the County to finalize the format for electronic invoicing.

ii. Payroll Documentation: In addition, from time to time the County Contract Administrator or designee may request time sheets, payroll records, and/or other documentation showing the names, social security numbers, wage rates, FICA payments, and unemployment insurance payments, and/or other applicable documents that would verify existence of a payment to the Contractor's personnel. The Contractor shall provide payroll documentation as directed by County Contract Administrator or designee.

iii. Payment Schedule: The Contractor shall agree to the County's Method and Times of

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Payment as specified in Article 9. The Contractor shall be prepared to have enough working capital to function in this environment.

9. OVERTIME

The County shall allow overtime payment at a maximum rate of one and a half times the regular hourly wages. This allowance shall only be provided in those instances where expressly authorized by the County Contract Administrative or designee prior to the commencement of the overtime work. Further, overtime work shall not be allowed during the normal work day. As a matter of confirmation, overtime work only occurs after 40 hours of work effort in a given week by a given individual.

10. LIVING WAGE

The Contractor shall comply with the provisions of Miami-Dade County Ordinance 99-44.

11. RETURNED CHECKS

In order to ensure the maintenance of an adequate job force, payment to security guards shall be on time and with checks that are valid, i.e., there are available funds in the bank to cover said checks. Refer to Section 6.23 (A) (iii), Special Violations, above.

12. COUNTY-FURNISHED ITEMS

The County shall furnish to the Contractor, to be used only in connection with the providing services to the County, the following materials and equipment:

A) Generic Post Orders will be given to the Contractor

B) Equipment

The Contractor shall be responsible for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall replace, or reimburse the County at current market rates, for all equipment that is lost, damaged, stolen, or made otherwise unavailable due to the negligence of the Contractor or its personnel. Upon termination/expiration of the Contract issued, all equipment shall be returned to the County in good operating condition, less reasonable wear and tear as defined by the County.

The Contractor shall be liable for any loss of or damage to County or private property, real or personal, that may result from the acts or omitted acts of its personnel in violation of a Contract or any derivative or supplemental documents (e.g. post orders) or directives.

C) Forms

A sample of required forms and other documentation used in reporting procedures at specific posts will be provided or approved by the County Contract Administrator, designee or Building/Facility Manager if site specific.

D) Keys

The Contractor shall be responsible for all keys that are issued by the County. Special care shall be exercised when dealing with Grand Master or Master keys. All lost keys shall be reported immediately to the Security Operations Center and to the Building Manager/Facility Contact. The Contractor shall provide adequate control and accountability for these keys. If

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a Grand Master or Master key under control of the Contractor is lost, the Contractor shall be liable for the cost of re-keying the building/facility. Lost keys other than Grand Master or Master keys shall result in the Contactor paying for the cost of re-keying all effected doors. The removal and/or duplicating of County issued keys without the expressed written consent of the County Contract Administrator or designee is strictly prohibited.

E) Phones

County phones made available to the Contractor's personnel to be used for County business only. Personal and long distance calls are prohibited. Long distance or any unauthorized calls shall be reimbursed to the County within fifteen (15) calendar days of notice from the County. The use of personal Cellular phones is also prohibited except in emergency situations, violations of these procedures will result in Liquidated Damages.

13. SCHEDULING SOFTWARE

The Contractor shall use scheduling software to track scheduling of guards and to ensure that all posts are staffed by guards qualified to work the said post. The Contractor will provide user access for GSA Security Management one County personnel, designated by the County Contract Administrator, at no additional cost to the County. The system should allow the County to view reports generated by this software. If the scheduling software will be use for billing also, the Contractor shall work with the County to provide finalize invoicing format.

14. GUARD CHECKS

The Contractor shall implement and use available systems to make sure that the guards are actively performing duty. This may include use of guard tour systems or similar, radio calls, or GPS. The Contractor shall notify the County Contract Administrator in writing as to what system will be used by the Contractor under this Contract. The Contractor shall provide reports to the County upon receipt of the request from the County Contract Administrator or designee.

15. TABLETOP EXERCISES AND DRILLS

The Contractor shall conduct, at no additional cost to the County, tabletop exercises and drills to simulate contingency events based on the security plan. These drills and exercises will be used to identify weaknesses and refine the current procedures. The County Contract Administrator will determine the dates and duration of these exercises.

16. CUSTOMER SATISFACTION PROGRAM

The Contractor shall implement a customer satisfaction program to include a minimum of customer satisfaction surveys to be conducted twice a year. The County Contract Administrator will determine the format for the surveys. Any negative feedback received shall eventually be followed by corrective action plan to be approved by the County Contract Administrator.

17. PERFORMANCE BOND REQUIREMENTS

The Contractor shall provide a Performance Bond in the amount of 10% of the total agreed upon weekly price multiplied by fifty-two (52) weeks for a yearly total for the Sector. The Performance Bond shall be delivered to the County within 15 calendar days after formal notice is issued by the County. The Performance Bond shall be prepared on the applicable bond form(s) provided herein as Appendix D. It may be in the form of a Surety Bond written through a local surety bond agency,

rated as to Management and Strength as specified in Article 42. No other form shall be accepted. If the Contractor fails to deliver the Performance Bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender its offer guaranty/Proposal bond, and the County shall not accept any Proposal from the Contractor for a twelve (12) month period following such default. In lieu of a bond, an **irrevocable letter of credit or a cash bond** in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable.

The Contractor shall comply with the performance bond requirements every year during the term of the Contract including any extensions/renewals thereof. The County will issue a notice to the Contractor every year and the Contractor shall deliver the performance bond to the County within 15 calendar days of the notice issuance date.

APPENDIX B

Price Schedule

A. CONTRACTOR's PRICE FOR PERSONNEL

Contractor's rates for different levels of security officers, screeners, site supervisors, field supervisor and project manager:

Personnel	Price (Hourly Rate)
Level 1 Security Officer	$20.16
Level 2 Security Officer	$23.13
Level 3 Security Officer	$25.44
Screener (**Level 1** Security Officers with training as specified in Appendix A, Section 6.16 (G)	$23.90
Screeners (**Level II** Security Officers with training as specified in Appendix A, Section 6.16 (G)	$26.87
Screeners (**Level III** Security Officers with training as specified in Section Appendix A, Section 6.16 (G)	$29.18
Contractor Field Supervisor	$28.13
Site Supervisor (For Level 1 Officers)	$24.22
Site Supervisor (For Level 2 Officers)	$25.44
Site Supervisor (For Level 3 Officers)	$28.13
Site Supervisor (For Screening Officers)	$25.44
Personnel	**Annual Rate**
Project Manager	$81,250.00

Notes:

1. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees are included in the Contractor's price, as they shall not be reimbursed separately by the County.

2. Contractor shall submit invoices and other required documentation in order to receive payment for services rendered.

3. The County makes no guarantee of the actual number of hours under the Contract. The Contractor shall be paid on an hourly basis.

4. The County, may at its sole discretion, add or delete facilities/buildings.

5. The County, may at its sole discretion, increase/decrease the number of hours of service required for a building/facility.

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B. PAYMENT FOR SPECIAL EQUIPMENT

Contractor's hourly rates for providing the "Special Equipment" for the duration of the Contract including any renewals and extensions thereof:

Special Equipment	Hourly Rate
Use of Licensed Motor Vehicle	$0.38

Notes:

1. The County reserves the right to increase/decrease the hours for usage of supplemental equipment.

2. The County reserves the right to provide equipment to the Contractor and in that case, the above charges do not apply.

APPENDIX C

TIERS & SECTORS

Security Guard and Screening services are organized into a total of three (3) Tiers and six (6) Sectors as follows:

Tier	Number of Sectors	Service Required	Sector Numbers
Tier 1	2	Security Guard Services	Sectors*: 1D,1E
Tier 2	2	Electronic Screening Services alone, or a combination of Screening and Security Guard services	Sectors: 2A, 2B
Tier 3**	2	Electronic Screening services alone, or a combination of Screening and Security Guard Services or any other specialized services	Sectors: 3A, 3B

**Tier 3 consists of Sector 3A, Miami International Airport (MIA), and Sector 3B, Port of Miami (POM). Contractors at MIA and POM shall follow the unique federal security requirements and shall be accountable to Federal authorities.

The two (2) Sectors under Tier 1 require Security Guard Services only and are referred to as Tier 1 Sectors. The two (2) Sectors under Tier 2 requiring Electronic Screening Services alone or a combination of screening and security guard services are referred to as Tier 2 Sectors. Miami-International Airport and Port of Miami are referred as Tier 3 Sectors.

*Services for Sectors 1A, 1B, and 1C were solicited under RFP No. 487B. Tier 1 Sectors (excluding the Sectors of RFP No. 487B) encompass the entire area of Miami-Dade County. Tier 2 Sectors likewise are specific geographic areas that encompass the entire area of the County. Tier 1 and Tier 2 overlap one another. A Tier 1 facility (one that does not require Screening services) may lie in close proximity to a Tier 2 facility (one that does require Screening services).

Sector boundaries have been drawn in such a way as to delineate Sectors that are in the best interest of the County. Due to the necessity to ensure that only one Contractor provides services to a facility, it may become necessary from time to time to reassign specific facilities between Sectors.

Sector Boundaries

A) Tier 1 Sectors

Sector 1D: Bounded on North by the South side of Flagler Street **(EXCLUDING 140 WEST FLAGLER BUILDING)**, extending South to the North side of SW 64th Street, East and West to the Miami-Dade County limits.

Sector 1E: Bounded on the North by the South side of SW 64th Street, and extending South, East and West to the Miami-Dade County limits.

B) Tier 2 Sectors

Sector 2A: Excluding the area of Miami International Airport (Sector 3A), this Sector is bounded on the North by the Miami-Dade County line, South by State Road 836/395, East (to include Miami-Beach) and West by the Miami-Dade County limits.

Sector 2B: Bounded on the North by State Road 836/395, extending to the South, East and West to the Miami-Dade County limits.

C) Tier 3 Sectors

Sector 3A: Bounded within the confines of the Miami International Airport (Aviation Department) which at the time of the RFP is; Bounded on the North by Northwest 36th Street, extending South to State Road 836/395, East by LeJeune Road (NW 42nd Avenue) and on the West by Northwest 72nd Avenue.

Sector 3B: Bounded within the confines of the Port of Miami (Seaport Department), formerly Dodge & Lummus Islands. Bounded on the north by the Main Ship Channel, extended south to Fisherman's Channel, east by Government Cut, west by Biscayne Boulevard, including the bridges from N.E. 5th and N.E. 6th Street to the Port of Miami.

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APPENDIX D

MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

Any change, alteration or addition to this form will disqualify this Performance and Payment Bond

STATE OF FLORIDA)
SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____

_____ As Principal, and _____

_____

A corporation organized under the laws of the State of _____ with its home office in the city of _____, as Surety, (said Principal and said Surety hereinafter collectively being referred to as Obligator), are held and finally bound unto Dade County, Florida, acting by and through the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, and their successors in office, hereinafter called the Obligee, in the sum of $_____ lawful money of the United States of America, for the payment whereof to the Obligee, the Principal and Surety respectively bind themselves, their successors, heirs, and assigns, jointly and severally, finally by these present.

Signed, sealed and dated this _____ day of _____, 20_____.

WHEREAS the Principal and Obligee have entered into a written contract, hereinafter called the "Contract" for

_____

_____

As evidenced by contract and specifications made a part thereof, entered into between the Principal and the Obligee on the _____day of _____, 20_____ a copy of which Contract may be attached hereto and is hereby referred to and made a part thereof.

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of the Principal's failure to comply with any of the terms of the Contract, then this obligation shall be void; otherwise, it shall remain in full force.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

1. Said Principal (Contractor) shall well and truly perform; carry out and abide by all terms, conditions and provisions of said Contract including all maintenance and warranty provisions and furnish complete the items herein specified in accordance with the terms thereof, and the Obligator herein shall and does hereby agree to indemnify the Obligee and hold it harmless of, from and against any and all liability, loss, cost, damage or expense and attorney's fees, including appellate proceedings, which said Dade County, Florida may incur or which may accrue or be imposed upon either thereof by reason of any negligence, default and/or misconduct on the part of the said contractor, and _____ agents, servants, and/or employees, in, about or on account of the performance of said contract by the said contractor, and shall repay to and reimburse to the said Dade County, Florida, promptly upon demand, all sums of money, each and every, reasonably paid out or expended by the said Obligee on account of the failure and/or refusal of said contractor to carry out, do, perform and/or comply with any of the terms and provisions of said Contract at the time and in the manner therein provided.

2. The Principal will make payments to all persons supplying Principal labor, material and supplies used directly or indirectly by the Principal or any subcontractors of the Principal in the prosecution of the work provided for in said Contract.

3. Each and every person, natural and artificial, for whose benefit this bond has been executed as disclosed by the text of this bond and of said Contract, specifications, drawings and all papers, and of said agreement and instruments attached and made a part of said Contract, and each and every person, natural and artificial, supplying labor, materials and supplies in furtherance of said Contract, shall have the same several rights of suit or action upon this bond as if he or they were the Obligee or Obligees herein specially mentioned, and the obligations hereof shall be several as to the rights of said persons or said Obligees hereof.

4. In each and every suit brought against the Obligor upon this bond in which the Plaintiff shall be successful, there shall be assessed therein against the Obligor herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Obligor hereby expressly agrees to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20_____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of: _____
Printed Name of Individual

_____

_____ _____
Two Witnesses Signature of Individual

[redacted]

WHEN THE PRINCIPAL IS SOLE PROPRIETORSHIP OR OPERATES UNDER TRADE NAME:

Signed, sealed and delivered in the presence of: _____
Name of Firm

_____ _____
Signature of Individual

_____ _____
Two Witnesses Printed Name of Individual

[redacted]

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of: _____
Name of Firm – A Partnership

_____ _____
Printed Name of One Partner

_____ _____
Two Witnesses Signature of One Partner

[redacted]

WHEN PRINCIPAL IS A CORPORATION:

_____

_____ _____
Secretary Correct Name of Corporation

(Affix Corporate Seal) By: _____
President or Vice-President

[redacted]

Attest:

_____ _____
Corporate Surety

_____
Business Address

Countersigned:

_____ By: _____
Florida Resident Agent Corporate Seal

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CORPORATE PRINCIPAL CERTIFICATION

I _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested foe and in behalf of said corporation by authority of its governing body.

Corporate Seal

STATE OF FLORIDA)
SS
COUNTY OF DADE)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared: _____ _____ to me well known, who being by me first duly sworn upon oath says that he/she is the Attorney-in-fact for the _____ and that he/she has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Miami-Dade County, Florida.

Subscribed and sworn to before me this _____ day of _____ A.D. 20 _____.

_____

Notary Public, State of _____ at Large

My commission expires _____

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Security Guard and Screening Services
Contract No. 487A-3A

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Barton Protective Services LLC d/b/a AlliedBarton Security Services, a corporation organized and existing under the laws of the State of Delaware, having its local office at 6303 Blue Lagoon Drive #375, Miami, FL 33126 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide security and screening services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 487A and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated April 7, 2006, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein; and,

WHEREAS, the County desires to procure from the Contractor such services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Building Manager" to mean the County employee responsible for the supervision of a particular building(s) or area(s) in Miami-Dade County.

b) The words "Central Dispatch Center" to mean a base station/office where personnel employed by the Contractor have the capacity to monitor telephone calls, radios, faxes and employees.

c) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

d) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A) and all appendices, RFP No. 487A and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

e) The words "Contract Date" to mean the date on which this Agreement is effective.

f) The words "Contractor" to mean Barton Protective Services LLC d/b/a AlliedBarton Security Services and its permitted successors and assigns.

g) The words "Contractor Field Supervisor" to mean supervisory personnel designated by the Contractor and approved by Miami-Dade County for supervising and providing specific training to Security/Screening Officers assigned to the Contract.

h) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.

i) The words "Contractor Personnel" to mean all personnel employed by the Contractor and approved by the County, for the Contract, including but not limited to the Project Manager, Contractor Field Supervisors, Dispatchers, Site Supervisors and Security/Screening Officers.

j) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.

k) The words "County Contract Administrator" (CCA) to mean a person designated to coordinate and monitor the services provided by the Contractor. This person is

the Chief of Security, General Services Administration (GSA). This person is the County's Project Manager for the Contract.

l) The words "County's Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.

m) The words "County Security Supervisors" to mean Staff designated by the County Contract Administrator to monitor all aspects of the Contractor's operation as it pertains to the performance and delivery of services required by the County under the Contract.

n) The word "Days" to mean Calendar Days.

o) The word "Department" to mean General Services Administration.

p) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

q) The word "Dispatcher" to mean personnel employed by the Contractor to staff its Central Dispatch Center.

r) The words "Facility Contact" to mean person assuming the same role in a building or area that does not have a designated Building Manager or who has been delegated such duties by the Building Manager.

s) The words "GSA Security Management" to mean County's management responsible for overseeing the security of County's buildings/facilities and monitor the services provided by the contractor. This includes County Contract Administrator, County Security Supervisor or designees.

t) The words "Liquidated Damages" to mean a financial assessment levied by the County Contract Administrator or designees, for failures by the Contractor or its employees to meet contract requirements or standards, there by resulting in the contractors failure to deliver the services required or any derivative/supplemental documents (e.g. Post Orders), creating direct, indirect or potential losses to the County.

u) The words "Project Manager" to mean person designated by Contractor and approved by Miami-Dade County to administer the Contract and oversee Contractor operations.

v) The word "Records" to mean any books, documents or evidence pertaining to, or used in the Contract.

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w) The word "Sector" to mean a term to describe a Tier 1 or Tier 2 or Tier 3 geographical area.

x) The words "Security Operations Center" (SOC) to mean the County facility, designated by the County Contract Administrator, that will function as the primary point of radio and/or telephone contact between contract personnel and the County Contract Administrator or designees on a 24-hour a day, yearly basis.

y) The words "Security/Screening Officer" to mean personnel designated by the Contractor and approved by Miami-Dade County to perform specific duties as defined in the Contract.

z) The words "Security/Screening Officer Infraction Report" to mean a written report prepared by the County Contract Administrator or designee to identify specific failures and to assess Liquidated Damages to the Contractor for failure to meet Contract standards.

aa) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

bb) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

cc) The word "Tier" to mean a term used to describe type of service required as follows: Security Guard Services only (Tier 1), Security and Screening Services (Tier 2) or Security, Screening and specialized services (Tier 3).

dd) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ee) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Price Schedule (Appendix B), and all appendices hereto 4) the Miami-Dade County's RFP No. 487A and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date specified on the first page of this agreement and shall be for duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for two (2) two-year options-to-renew. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This

Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

The Contractor shall commence work upon issuance of a Notice-to-Proceed by the County.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the County's Project Manager:

Miami-Dade County
200 N.W 1st Street, Suite 104
Miami, FL 33128
Attention: Daniel Payne, Chief of Security
Phone: (305) 375-1011
Fax: (305) 372-6020

and,
b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Barton Protective Services LLC d/b/a AlliedBarton Security Services
6303 Blue Lagoon Drive, Suite 375
Miami, FL 33126
Attention: Richard P. Mullan
Phone: (305) 262-7123
Fax: (305) 262-8474
E-mail: Richard.Mullan@alliedbarton.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked

such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in Appendix B - Price Schedule. The County reserves the right to add and delete facilities/buildings and increase/decrease the number of hours of service required at a building/facility. The County may negotiate with the Contractor the cost to provide services to facilities/locations that are added to the contract during the contract term and any extensions/renewal thereof.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods, except for yearly percentage increase in the living wages that will be applied to the classifications that are billed to the County at hourly rates specified in Appendix B. The Contractor is responsible for requesting the living wage increase. The Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof. The County will issue supplemental agreements and revise Appendix B to incorporate this change in the hourly rates.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County biweekly (once every two weeks), upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County and shall show the County's contract number. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
200 N.W 1st Street, Suite 104
Miami, FL 33128
Attention: Daniel Payne, Chief of Security

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The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1st Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Public Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of the Department of Procurement Management, as the certificate holder, must appear on the certificate of insurance.**

   Public Liability Insurance shall cover the armed services.

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following

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qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

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ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not ernployees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper

identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the County's Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the County Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the County's Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the County's Project Manager. In the event that the Contractor and the County's Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the County's Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on

parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope Of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that

such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

v. take no action which will increase the amounts payable by the County under this Agreement; and

e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

i. portion of the Services completed in accordance with the Agreement and the Work Order up to the Effective Termination Date; and

ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.

f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis.

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and

advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be

enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the

Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The

audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes,

ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in

violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

   ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor

shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the County's Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this

section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 42. PERFORMANCE BOND

The contractor shall duly execute and deliver to the County a Performance and Payment Bond in the amount of 10% of the total agreed upon weekly price multiplied by fifty-two (52) weeks for a yearly total for the Sector. The Performance and Payment Bond Form, Appendix D, provided by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the County within 15 calendar days after formal notice from the County. If the Contractor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that Contractor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New

Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. On contract amounts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;

2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of this contract and/or as long as the funds are being held by Miami-Dade County.

F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney

authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: _____	By: _____
Name: Richard P Mullan	Name: _____
Title: VP/GM	Title: _____
Date: 9/22/06	Date: _____
Attest: _____ Corporate Secretary/Notary	Attest: _____ Clerk of the Board
Corporate Seal/Notary	Approved as to form and legal sufficiency
	_____ Assistant County Attorney

SABRINA LINDHART
Notary Public - State of Florida
My Commission Expires Aug 18, 2009
Commission # DD463586
Bonded By National Notary Assn.

APPENDIX A
SCOPE OF SERVICES

1. INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by Miami-Dade County General Services Administration (GSA) is contracting for Security Guard and/or Screening services for facilities in the geographic boundaries of Sector 3A. A brief description of all Tiers and Sectors in the County is provided herein as Appendix C.

The Contractor shall ensure the highest level of security at each and every facility where services are provided. The types of services required under this Contract are:

- Armed Security
- Unarmed Security
- Electronic Screening

Services at a given facility shall be provided by a single Contractor.

The County reserves the right to add or delete a Sector or a facility from a Sector during the term of the Contract 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 Contractor, currently providing service to the County, in the best interest of the County.

The contract term is 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. QUALIFICATIONS FOR THE CONTRACTOR

The Contractor shall maintain, at a minimum, the following qualifications during the term of the Contract including extensions and renewals thereof.

A. The Contractor 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: Contractor 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 Contractor. This center shall not be outsourced to another company unless approved in writing by the County Contract Administrator.

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 personnel of the Contractor. The Contractor 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 Contractor's personnel shall act in a courteous and professional manner at all times. The Contractor 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 Contractor shall be liable for losses; potential loses or damages arising from the actions of its personnel.

4. PRE-CONDITIONS OF NOTICE-TO-PROCEED

The Contractor shall commence work upon issuance of a Notice-to-Proceed by the County. The County will issue a Notice-To-Proceed after the Contractor has met the following requirements:

A) The Contractor shall have a radio license, issued to the Contractor by the Federal Communications Commission (FCC), or shall have an agreement with the service provider to use its service/channel that permits radio operations/coverage in Miami-Dade County. Two-way radio coverage shall cover the entire County. A copy of the license and/or agreement with the service provider shall be provided to the County.

B) The Contractor shall have a local management office as specified in Section 6.17. The County reserves the right to inspect the office at any time.

C) The Contractor shall meet the Performance Bond requirements as specified in Section 17.

D) The Contractor shall meet the insurance requirements as specified in Article 10 of the Contract.

E) The Contractor 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 the Contract The personnel requirements are specified in Section 6.1. The County reserves the right to interview and approve personnel.

F) The Contractor shall have a Communication System that meets the requirements as specified in Section 6.19. These criteria and all other facets of the Contractor's radio communications system will 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 Contractor 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 Contractor shall establish a Quality Assurance Plan (QAP) as specified in Section 6.22. The plan shall be approved by the County Contract Administrator before the Notice-To-Proceed is issued by the County.

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H) The Contractor shall directly employ a state-licensed firearms training instructor before the issuance of Notice-To-Proceed by the County. Proof of employment, and all licenses and certificates for Firearms Instructor shall be submitted to the County.

5. LOCATION OF REQUIRED SERVICES

Sector 3A: Bounded within the confines of the Miami International Airport (Aviation Department) which at the time of the RFP is; Bounded on the North by Northwest 36th Street, extending South to State Road 836/395, East by LeJeune Road (NW 42nd Avenue) and on the West by Northwest 72nd Avenue. This Sector includes the following:

Level 1 Officers:	336.0 Hours or approximately eight (08) Officers
Level 2 Officers:	1,555.0 Hours or approximately thirty-nine (39)Officers
Level 2 Officers:	0 Armed hours or approximately (0) Officers
Level 3 Officers:	228.0 Unarmed hours or approximately six (06) Officers
Vehicle:	1,008.0 Hours totaling six (6) vehicles
Golf Cart:	0 Hours totaling (0) Golf Cart
Radios:	21
Screeners:	2,152.5 Hours or approximately fifty (50) Screeners

6. REQUIREMENTS AND SERVICES

6.1 PERSONNEL REQUIREMENTS

All licenses and other personnel requirements shall be maintained throughout the term of the Contract and any extensions or renewals thereof. The County may request the Contractor to provide officers/supervisors or other classifications of personnel. The licensing requirements, qualifications, tasks, hourly rates and wages for these additional classifications will be determined at a later date.

A) PROJECT MANAGER

The Project Managers shall meet the following requirements:

i) Shall have a valid "MB" / "M" (Manager of a Security Agency) State License from the Florida Department of State, and shall maintain this license at all times while providing service to the County under the Contract.

ii) Shall have a high school diploma or a GED **and** shall have a minimum of two (2) years of experience in the management and operation of security or police or screening services and two (2) years in management and operations of screening services or

Shall have a bachelors degree **and** at least two (2) years of experience in the management and operations of screening services within past three (3) years

High school diploma, GED and bachelors degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED and Bachelors degree.

iii. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted

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for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iv. Shall be at least 21 years of age

v. Shall pass a urinalysis test showing abstinence from drug/illegal substance use, except prescribed medications

vi. Be able to communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, Project Manager shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

vii. The Project Manager shall pass an extensive background investigation, which includes ten (10) years employment history check in addition to a Criminal Background Check and a fingerprint check with the FBI. This check is mandatory by TSA.

B) CONTRACTOR FIELD SUPERVISOR

Contract Field Supervisors employed by the Contractor shall meet the following requirements:

i. Shall have a valid Class "D", Security Officer, license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under the Contract.

ii. Shall have a valid Firearms ("G") license from the Florida Department of State.

iii. Shall have a high school diploma or a GED and minimum three (3) years of experience as a police officer / Minimum three (3) years of experience as a military police officer / Minimum three (3) years of experience a correctional officer (sworn with powers of arrest) / Minimum six (6) years of experience as a career military or

Accredited Bachelors degree and/or its equivalent in credit hours

High school diploma, GED and bachelors degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED and Bachelors degree.

iv. Shall have at least one (1) year of experience as a Supervisor of Contract Security personnel or
One (1) year of experience as a Level III Security Officer under Miami-Dade County Contract

v. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

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vi. Shall have a valid State of Florida Driver's license

vii. Shall be at least 21 years of age

viii. Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

ix) Be able to Communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, Contractor Field Supervisor shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

x) Criminal Background Checks: All Contractor Field Supervisors shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. They shall also pass the FDLE and National background check.

xi) All Contractor Field Supervisors shall pass an extensive background investigation, which includes ten (10) years employment history check in addition to a Criminal Background Check and a fingerprint check with the FBI. This check is mandatory by the TSA.

C) SITE SUPERVISOR

All Site Supervisors employed by the Contractor to provide services to the County are required to meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Contract Administrator or designee. All Site Supervisors shall meet the following requirements:

i) Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under the Contract.

ii) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iii) Shall have a valid State of Florida Driver's license (Required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

iv) Shall be at least 21 years of age.

iii) Shall have a high school diploma or a GED. High school diploma or GED shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED;

iv) Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

vii) Able to communicate (oral and written) in English: Security work often deals with life/safety issues; therefore, all supervisors shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

viii) Criminal Background Checks: All Site Supervisors shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. All Site Supervisors shall also pass the FDLE and National background check.

ix) All Site Supervisors shall pass an extensive background investigation, which includes ten (10) years employment history check in addition to a Criminal Background Check and a fingerprint check with the FBI. This check is mandatory by the TSA.

All Site Supervisors shall meet all the qualifications specified above and the specific qualifications as specified below:

a. SITE SUPERVISOR FOR SECURITY SERVICES:

The Contractor shall provide a Site Supervisor when required by the County. The minimum requirements of a Site Supervisor are as follows:

i. Valid firearms class "G" (when applicable) license issue by the Florida Department of State, pursuant to Florida Statute 493
ii. One (1) year of supervisory experience or six (6) months experience working on the County's Security Services contract

The candidate for this position shall be approved by the County Contract Administrator of designee.

b. SITE SUPERVISOR FOR SCREENING SERVICES:

The Contractor shall provide a Site Supervisor knowledgeable in all aspects of Weapon Screening, including the use of Electronic Screening equipment such as X-ray machines, walk-thru Magnetometers, and handheld screening devices; and the application of physical

and visual searching techniques. This position, when required by the County, shall be the equivalent of the highest classification of officer supervised (or higher). The Site Supervisor will be an operational Supervisor. The minimum requirements are:

i. Minimum of six (6) months continuous Weapon Screening experience

ii. Valid firearms class "G" (when applicable) license issued by the Florida Department of State, pursuant to Florida Statute 493.

The candidate for this position shall be approved by the County Contract Administrator or designee.

D. SECURITY OFFICERS

All levels of Security Officers employed by the Contractor to provide services to the County shall meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Contract Administrator or designee. The County reserves the right to interview and approve any personnel during the contract term and any extensions or renewals thereof. All level of Security Officers shall meet the following requirements:

i) Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All officers shall maintain this license at all times while providing service to the County under the Contract.

ii) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iii) Shall have a valid State of Florida Driver's license (Required if Security Officer is assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

iv) Shall be at least 21 years of age.

v) Shall have a high school diploma or a GED. High school diploma or GED shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED;

vi) Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

vii) Be able to Communicate in English: Security work often deals with life/safety issues; therefore, all security officers shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be

sufficient to permit full communication, even in times of stress.

viii) Criminal Background Checks: All security officers shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. All security officers shall also pass the FDLE and National background check.

ix) All Security Officers shall pass an extensive background investigation, which includes ten (10) years employment history check in addition to a Criminal Background Check and a fingerprint check with the FBI. This check is mandatory by the TSA.

All levels of officers shall meet all the qualifications specified above and the specific qualifications for each level as specified below.

i. **Level I**

This is the lowest classification of unarmed Security Officers.

a) Minimum one (1) year of experience as a licensed Security Officer or Minimum one (1) year management/supervisory experience or one (1) year of accredited college course of study and/or its equivalent in credit hours

ii. **Level II**

This is the intermediate classification of Security Officer. This may be an armed or unarmed position. Minimum requirements for Level II officers are:

a) Valid Firearms ("G") license (when applicable)

b) Prior military experience or
Prior correctional officer or
Prior police officer or
Police or correctional academy graduate or
Accredited associates degree and/or its equivalent in credit hours

If a Security Officer meets all the requirements as specified in Section 6.1 (D) and has graduated from police or corrections academy (or has up to three years of experience as a police/correctional/military officer), he/she qualifies for Level II Security Officer position. If the Security Officer meets all the requirements as specified in Section 6.1 (D) and has minimum of three or more years of experience as a police/military/correctional officer (See Section 6.1 (D) (Level III) (b)), he/she qualifies for Level III Security Officer position.

iii. **Level III**

This is the highest classification of Security Officer. The minimum requirements for Level III are:

a) Valid Firearms ("G") license

b) Minimum three (3) years of experience as a police officer or

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Minimum three (3) years of experience as a military police officer or
Minimum three (3) years of experience a correctional officer (sworn with powers of arrest) or
Minimum six (6) years of experience as a career military or
Accredited Bachelors degree and/or its equivalent in credit hours

NOTE: All required experience shall be from within the United States or its territories. All experience shall be fully and readily verifiable. Applicants with military service shall supply a copy of the DD-214L form and have received an Honorable Discharge from duty in order to be accepted.

E. Screening Officers

The Screening Officers shall meet all qualifications for Level I security officers and shall have received the training as specified in Section 6.16 (G).

F. ALL PERSONNEL

All personnel employed by the Contractor shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by the Florida State Statute. This includes a company issued photo I.D. card. All of the above are to be conspicuously displayed at all times while on duty. The Contractor shall provide in all instances radio equipped, uniformed Security/Screening Officers, and armed if requested, to provide Security/Screening service at designated locations. The number of personnel and hours of service required will be specified by Miami-Dade County, to the Contractor.

Required Documentation

All personnel providing services to the County, shall display on their uniform as required and keep current, all appropriate cards, certificates, and licenses, as follows:

	Security Officer/Site Supervisor	Contractor Field Supervisor
State of Florida "D" Security Officer License	Yes	Yes
State of Florida "G" Firearms License	*Yes	Yes
State of Florida Driver's License	**Yes	Yes
Company-issued Photo ID Card	Yes	Yes

* Only required if assigned to armed post
** Only required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

Personnel may not be employed by the Contractor to provide services to the County if he/she currently or in the past has:

a. Any Felony, Sexual or Domestic Violence conviction.
b. Discharged from the Military under any conditions other than Honorable.
c. Any history of irresponsible behavior (only if assigned to a vehicular patrol), including but not limited to an unreasonable driving record, or a problem

employment record as determined by the County Contract Administrator or designee.

d. Any criminal activity listed in 49 US Code of Federal Regulations (CFR) section 1542.209, *Disqualifying Criminal Offenses* and 19 CFR 122.183, *Denial of Access*, for assignments involving Aviation Department properties.

The work performed on the Contract requires frequent and prolonged walking and standing. Occasionally, Security/Screening Officers may be required to subdue violent people. Physical stamina is a basic requirement of this position. Any individual, who cannot meet the physical requirements of the position, including inability discovered through the job performance, will not be qualified to work under the Contract.

In addition all personnel shall possess good human relations skills.

6.2 SPECIFIC TASKS & RESPONSIBILITIES

The tasks, responsibilities or requirements outlined below are specific, but will vary from facility to facility. The tasks expected by the County shall be performed by personnel employed to provide services to the County, and include, but are not limited to, the following:

A) Project Manager:

The Contractor shall provide a full-time Project Manager for the Sector to provide services to the County. The Project Manager shall be interviewed and approved by the County Contract Administrator prior to providing services to the County. This individual will supervise all contract operations and coordinate reports, Security/Screening Officer assignments, and time sheets with the County. The Contractor shall provide a local telephone and cellular number or numbers (i.e. within Miami-Dade County) where the Project Manager (or identified alternate) may be reached 24 hours per day, 7 days per week, on a year-round basis. An answering service or machine is not acceptable. The Project Manager shall provide overall management and coordination of the Contract and shall act as the primary point of contact with the County. The Project Manager or alternate shall have full authority to act for the Contractor on all matters related to the daily operations.

The County may require the Project Manager to be available full time in the County office, to be provided by the County, for purposes of this Contract.

The Project Manager shall complete the required screener training within sixty (60) days of the contract start date, if he/she does not satisfy the requirements as specified in Section 6.16 (G).

Tasks:

i. Maintain Quality Assurance Plan as specified in Section 6.22

ii. Report to the County Contract Administrator on an "As needed" basis or when requested by the County Contract Administrator or designee

iii. Respond to verbal/written notifications of Contract violations as specified by the County Contract Administrator or designee

iv. Ensure that all personnel are properly trained prior to being assigned to a facility/post

v. Meet with County Contract Administrator or designee on a monthly basis or as

requested by the County

vi. Act on behalf of the Contractor on all matters related to the Contract

vii. Ensure that there is sufficient cross-trained staff for backups and replacement

viii. Be knowledgeable and adhere to contractual standards and procedures regarding weapon safety

ix. Respond to requests within thirty (30) minutes via telephone contact or meeting as specified by the County

x. Ensure that x-ray and magnetometer calibration reports are completed as required

B) **Contractor Field Supervisor**:

The Contractor shall provide active, on-duty supervision for every shift covered by the Contractor on a 24-hour per day, year-round basis. These Field Supervisors shall be uniformed, armed, and equipped with marked vehicles. The Field Supervisors shall have no duties other than the inspection, supervision, and training of personnel assigned to provide services to the County. The Field Supervisors shall conduct inspections in the field on all shifts, answer questions, resolve problems, respond to emergencies, and otherwise complete tasks as identified in this Contract. The level of supervision provided by the Contractor shall be a minimum of two (2) Contractor Field Supervisors for the Sector for each shift.

While conducting such inspections, Field Supervisors shall record such visits and any deficiencies found during inspections in the site logbook and in the form of an incident report. During any of the above listed shifts, upon the Field Supervisor completing the minimum required post inspections, he/she shall remain in the Contractor's assigned Sector for the remainder and continuously patrol and complete additional post inspections. In any case that a Field Supervisor is unable to complete the minimum post inspections, a verbal notification shall be provided to the Security Operations Center before the end of the shift. Additionally, written notification shall be provided to the County Contract Administrator or designee within 24 hours. In the event that the County Contract Administrator or designee determines that the level of supervision provided by the Contractor is deemed insufficient to effectively manage the personnel, the County Contract Administrator or designee and the Contractor shall meet to discuss the Contractor's supervision plan and what the Contractor shall do to improve its performance level. Such actions may include the Contractor providing additional Field Supervisors and/or increasing the number of required post inspections per shift.

Tasks:

i. Respond to on-site emergencies or to requests from GSA Security Management within thirty (30) minutes of occurrence/request

ii. Conduct on-site inspections, answers questions, and offers advice on a 24-hour per day basis

iii. Provide technical and administrative advice on each shift

iv. Assure proper assignment coverage. If a post cannot be covered, the Contractor shall immediately notify GSA Security Management

v. Provide training to each Security Officer until assignment is fully understood and prior to placing that individual on the assignment

vi. Provide directions, follow-up training, and instructions to post and/or patrolling Security Officers by making rounds and observing Security Officers in the performance of their duty for each shift

vii. Call attention of subordinates to any deviations from acceptable practices and

procedures, instructs Security Officers of proper methods, and explains conditions under which deviations are permissible. All deviations shall be referred to the Project Manager. In addition, said deviations and corrective action taken are to be recorded in post logbook

viii. Respond to requests of subordinates for assistance

ix. Exercise leadership ability

x. Maintain good personal and uniform appearance

xi. Update and explain post procedures

xii. Has working knowledge of radio procedures and codes, and be able to train Security Officers in same

xiii. Drive a marked motor vehicle as required

xiv. Conduct investigations

xv. Complete all necessary reports specified in this Contract, forwarding originals to GSA Security Management. Reviews, corrects, and approves subordinates' reports

xvi. Has knowledge of local jurisdictions and whom to call when incidents occur

xvii. Maintais facility logbooks at each facility

xviii. Ensure that employees do not disturb property and papers on desks, open desk drawers or cabinets, or use County telephones, except as authorized or enter any office without prior authorization, except in an emergency situation. If such an entry is made a report shall be generated

xix. Remian properly equipped, in proper uniform, provide temporary coverage of vacant posts for absent Security Officers or as required by the County

xx. Shall carry an approved firearm and ammunition at all times while on duty

xxi. Ensure that posted and/or patrolling Security Officers have materials, uniforms, and equipment sufficient to perform required duties and that these meet contractual standards for completeness, condition, and appearance

xxii. Be knowledgeable and adheres to contractual standards and procedures regarding weapon safety

xxiii. Has a working knowledge of each assignment covered by the Contractor

Note: **The Project Manager and Contractor Field Supervisor are two separate functions and shall not to be combined.**

C) **Site Supervisors**

The tasks for the Site Supervisors will be determined at a later date depending upon the facility. The tasks shall be approved by the County Contract Administrator or designee.

D) **Security/Screening Officer**

Tasks:

i. Report to work on time and remain on assigned duties until relieved as required

ii. Maintain good personal and uniform appearance and be courteous to the public and the County personnel at all times. Uniforms shall be clean and pressed and include the name tags

iii. Cover an assignment at a fixed post or patrols an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property

iv. Intervene to terminate injurious acts and detains individuals for further investigation or arrest where circumstances and conditions warrant as stated in the State of Florida Security Officer's Handbook (FSS Chapter 493)

v. Communicate effectively with the public and the County personnel and directs visitors to personnel and services within the facility

vi. Ensure that Lost and Found functions are conducted only by the County personnel

vii. Conduct patrols in accordance with routes and schedules established in the Post Orders. Where installed and in working order, the watchman reporting systems shall be used by uniformed personnel to record their presence at the designated posts

viii. Raise and lower flags at designated times (where applicable)

ix. Refuse acceptance of any mail or packages without written authorization from the Building Manager/Facility Contact

x. Lock and unlock gates and doors at designated times

xi. Turn lighting on and off as required

xii. Ensure that only authorized personnel are permitted access to closed or restricted facilities. Positive photo identification shall be presented. The Security/Screening Officer shall verify the picture on the I.D. is the same as the person presenting it.

xiii. Respond to reports of sick or injured persons, and then notifies supervisor, appropriate authorities (e.g., 911, Facility Manager, Supervisors and Security Management.)

xiv. Report safety hazards, malfunctioning equipment, spills, and other such matters to appropriate Facility Contact person. Any such incident will require a Logbook entry be made

xv. Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment as required

xvi. Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations; evaluates situations encountered and takes action as prescribed in Post Orders and/or facility/building self-protection plans

xvii. Investigate questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts, and notifies authorities if warranted

xviii. Operate a marked motor vehicle where required

xix. Maintain order and uses good judgment and discretion in handling unruly or trespassing public

xx. Maintain daily logs and writes daily reports, incident reports, and non-employee injury reports. Incident reports shall be on a pre-approved County form

xxi. Provide escort services to County employee's and visitors as required for (Domestic Violence related cases escorts are not provided, Law Enforcement should be notified.)

xxii. Maintain a professional atmosphere within areas of assignment

xxiii. Shall not read newspapers, magazines, religious materials or any other non-work related items while providing services to the County. In addition newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each officer to ensure at the start of each shift that this policy is followed. (e.g., they need to be sure that there are no newspapers, unauthorized reading materials, Televisions, Radios, CD or MP-3 players or any other unauthorized items in the area of the post) because officers will be held responsible and Liquidated Damages will be assessed.

xxiv. Shall not use County telephones for calls of a personal nature without prior approval of the Building Manager or Facility Contact in each instance. Personnel cellular

telephones should not be used on post except for emergency calls only these calls should be of short duration. If it is found that Security Officers are using personal cellular phones, officers will not be allowed to bring in their phones on the post.

6.3 SPECIAL EQUIPMENT

(A) The Contractor may be required to provide licensed and insured motor vehicles, off-street motorized carts, and bicycles at an additional cost. Such posts or duty assignments shall be requested as needed and, where appropriate, the Contractor shall receive additional compensation. The Contractor shall comply with insurance requirements as specified in Article 10 of the Contract and the insurance shall be sufficient to cover all operations and use of such equipment.

(B) The Contractor may also be required by the County Contract Administrator to provide Security/Screening Officers equipped with specialized equipment including, but not limited to, Revolvers, Hand Wands at no additional cost to the County.

6.4 CHANGES IN ASSIGNMENT

The County Contract Administrator or designee may, at anytime, by written or verbal instruction, make changes to existing service. These changes may include but not limited to scheduling changes, increases or decreases in the hours or type of services, and modifications in special equipment requirements. Should the change require the institution of Electronic Screening services at a Tier 1 facility that did not previously require such services, and for which the Electronic Screening is required on a more or less permanent basis–as determined by the County Contract Administrator or designee–then that facility will be removed from the Tier 1 Sector to which it is assigned, and reassigned to the Tier 2/3 Sectors providing service to that area. Likewise, should Screening services be removed from a facility, that facility will be reassigned from the designated Tier 2/3 Sectors to the appropriate Tier 1 Sector.

6.5 NOTICE OF EXTENDED HOURS/NEW ASSIGNMENTS (OVERTIME)

Changes are frequent in Security/Screening Officer coverage's, both in hours of duty and at new locations. The County will attempt to give the Contractor twelve (12) hours of notice for new assignments. If it is not possible to give 12 hours of advance notice, the County will pay overtime coverage (1½ times the normal billing rate) for the first twenty-four (24) hours of the new assignment. In consideration of this overtime coverage, the Contractor shall provide a Security/Screening Officer within four (4) hours notice. Failure to provide services may result in Liquidated Damages and/or a Contractor Non-Performance.

6.6 INABILITY TO PROVIDE ADDITIONAL REQUESTED SERVICE

The Contractor shall provide additional services when requested, however if the Contractor is unable to provide these services requested, then the Contractor shall notify the County verbally immediately and in writing (within 24 hours of request) with a detailed explanation for inability of the requested services. If the Contractor refuses to accept the additional requested services the Contractor may forfeit its rights to be awarded additional services under this Contract at the discretion of the County Contract Administrator or designee. The County, at the County's sole discretion, may award the new assignment to another Contractor providing similar services to the County. Upon placement of such an assignment (working out of awarded Sector) the Contractor who is placed out of Sector may

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continue, at the County's discretion, to provide the requested service on a permanent basis, unless removed by the County Contract Administrator or designee.

6.7 LIMITATION ON EMPLOYEE-HOURS AND ASSIGNMENTS

No employee of the Contractor assigned to the Contract shall provide more than twelve (12) hours of service, including all break periods, on one or more Contracts administered by GSA Security Management in twenty-four (24) hour period, unless the work periods are separated by an eight (8) hours non-duty period. This limitation may be waived by the County Contract Administrator and in emergency situations that are beyond the control of the Contractor, (e.g., weather conditions, civil disturbances, natural disasters, etc.) preventing the next shift from getting to the post. Each occurrence will require an individual waiver provided by the County Contract Administrator or designee.

6.8 POST ORDERS

Post Orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Officers of the Contractor employed under this Contract shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Post Orders define the basic work to be performed by Security/Screening Officers at the facility. The County will provide generic Post Orders to the Contractor. The Contractor shall meet with Building Manager or Facility Contact to develop site specific Post Orders. These site specific Post Orders shall be approved by Building Manager/Facility Contact and GSA Security Management before the Contract start date. Once established, the Contractor shall assure that yearly updated copies are available for the duration of Contract including any extensions or renewals thereof. The Contractor shall check each post quarterly for updated Post Orders. Failure in this area may result in a Liquidated Damage and/or Contractor Non-Performance. Post Orders may include, but are not limited to, the following:

A) Facility/Building information (e.g., operating hours, chain of command)

B) Building rules and regulations

C) Operation of equipment

D) Roving patrol routes, schedules, and duties

E) Vehicular traffic control

F) Access control procedures

G) Emergency response procedures

H) Security and fire control/alarm systems

I) Hazardous conditions, inspection/reporting

J) Response to emergencies, (e.g., fires, injury, or illness, etc.)

K) Procedures for raising, lowering, and half-mast U.S. and other flags

L) Safeguarding persons and property

M) Minimum number of hours for site orientation training

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NOTE: The Contractor shall emphasize to its personnel, assigned to provide service to the County, that general orders to "Protect County Personnel and Property" supersede all Post Orders.

6.9 RELIEF/BREAK PERIODS

Security/Screening Officers shall not leave the assigned posts at the end of a shift until relieved by duty personnel assigned to the following shift, if such a shift is scheduled, or unless specifically authorized by County Contract Administrator or designee. The Contractor shall provide breaks as required by Federal and Florida State law. The employees who are on a break period shall remain at their assigned post unless relieved by a properly trained relief. Any violations of this procedure may result in removal of the employee from working on the Contract and/or may result in Liquidated Damages.

6.10 EMERGENCIES

The Security/Screening Officers may be diverted by the County Contract Administrator or designee from their normal assignment to meet emergency situations, special duty assignments or increases in Federal Maritime Security (MARSEC Levels). When the personnel diverted are no longer needed for the special work assignments, they shall return to their normal assignments. No additional cost shall be charged to Miami-Dade County for such diversion, and the Contractor shall not be penalized for the normal daily work not completed due to the emergency. Incidents of this nature shall be reported in accordance with procedures outlined in the facility Post Orders.

6.11 ADHERENCE TO LAW

The Contractor shall adhere to all Federal, State, and Local laws that apply to the provisions of Security/Screening Officers services under the Contract, as well as those laws that regulate the general public. This shall include, but not be limited to, compliance with Federal Tax laws (e.g. payment of Federal Withholding Taxes) State of Florida Unemployment Taxes, Worker's Compensation, Federal Wage and Hour regulations, Living Wage Ordinance and other applicable Laws and Regulations. Failure to comply will result in Non-performance and/or removal from the Contract.

A) If a Security/Screening Officer, Supervisor, Contractor Field Supervisor, Project Manager or other Principal of the Contractor is arrested, GSA Security Management shall be notified within twenty-four (24) hours of the arrest. Failure to follow this procedure will result in Liquidated Damages as stated in Section 6.23 (A) (iii) (b). Proper notification will consist of the following:

   i. Phone call to the County Contract Administrator; if not available, then to Security Operations Center

   ii. Followed by a fax sent to the County Contract Administrator

   iii. Followed by a fax to the Security Operations Center

B) If said person is a Security/Screening Officer, Site Supervisor, Field Supervisor or Project Manager, then they will be removed immediately from the Contract, until reinstatement has been approved by the County Contract Administrator or designee.

C) It is the Contractor's responsibility to make certain that all of its personnel are aware of this provision and take the necessary steps to ensure compliance.

6.12 POLYGRAPH EXAMINATION

The County reserves the right to require any of the Contractor's personnel to submit to a polygraph examination as deemed necessary by the County Contract Administrator or designee. The Contractor shall pay the costs for the examination. If the employee refuses to submit to the examination or fails the examination, the employee shall not provide service to the County under the Contract. All employees involved in an investigation shall complete a polygraph examination, upon request, as soon as possible but no later than five (5) working days from the date of request. The Polygraph Examiner shall be approved by the County Contract Administrator or designee.

6.13 SECURITY/SCREENING OFFICER ROTATION

The County reserves the right, at the discretion of the County Contract Administrator or designee, to transfer personnel of the Contractor working on the Contract, as well as rotate specific hours or location of Security/Screening personnel at a time interval specified by the County.

6.14 REMOVAL OR APPROVAL FOR CONTRACT

The County reserves the right to interview any prospective employee of the Contractor before that person is assigned to a County post. The County may reject any proposed Officer/Supervisor/Contractor Field Supervisor as deemed in the County's best interest. The County reserves the right to have the Contractor relieve any employee of the Contractor from a duty assignment, and/or bar the employee from further service under the Contract at the discretion of the County Contract Administrator or designee.

6.15 PROGRESS MEETINGS

The County may hold mandatory meetings, at the discretion of the County Contract Administrator or designee, for the purpose of discussing issues relevant to the performance and/or administration of the services provided by the Contractor. The County Contract Administrator or designee reserves the right to call meetings at any time during the Contractual period by notifying Contractor. The Contractor's Project Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Contract Administrator or designee unless specifically waived by the County Contract Administrator or designee.

6.16 TRAINING REQUIREMENTS

The County will reimburse the Contractor at an hourly rate equal to the current Living Wage for all trainings **mandated by the County Contract Administrator or designee**. The County may chose not to reimburse, at the County's sole discretion, if employee turnover rate for the Contractor is high. The Contractor shall pay its personnel a minimum of current living wage, as established by living wage ordinance, during all trainings mandated by the County Contract Administrator or designee.

A) Employee Orientation Training

Miami Dade County will administer a mandatory Employee Orientation Program for Contractor's personnel assigned to the Contract. Said Employee Orientation Training length and content will be solely determined by the County Contract Administrator or designee.

Upon completion of Employee Orientation Training, the Contractor shall submit invoices for all personnel, who attended said training, as specified in Section 8 (i).

B) **Site Orientation Training for Security/Screening Officers**

The Contractor shall provide a mandatory site orientation training to all security/screening officers as specified in site specific post orders. Said training shall be conducted by a Contractor's Project Manager, Contractor Field Supervisor or Site Supervisor. Trainees shall not to be in an "active duty" status and may not be placed on duty at that site until said training has been completed. This training shall be conducted at each individual site to which the Security/Screening Officer is assigned. The measure of success for the training will be the effectiveness with which the trained employee is able to perform post duties. The County shall be the sole assessor of the effectiveness of the training. The Site Orientation Training shall consist of the following:

i) General and specific orders for the facility
ii) Policy and specific procedures for responding to emergency alarms, bomb threats, or incendiary devices etc in the facility
iii) Procedures for access control and operation of the security system within the facility
iv) Procedures for operation of the fire alarms, fire control system, and fire-fighting equipment

C) **Job Enrichment Training**

The County reserves the right to mandate job enrichment training for some or all employees of the Contractor. The training curriculum and length shall be determined by the County at a later date.

D) **Advancement Training**

Personnel may become eligible for the next level of security officer by successfully completing a comprehensive security officer course of study. The course curriculum and length shall be determined by the County at a later date. Subsequent to the successful completion of the required courses, said security personnel shall appear before an oral evaluation board as prescribed by and at the sole discretion of the County. All related cost for the training shall be the responsibility of the Contractor and shall not be passed on to the employee. **The County will not reimburse Contractor for advancement training.**

E) **Evaluation of Training**

The County Contract Administrator or designee will evaluate the quality and completeness of training provided by the Contractor to all personnel. Evaluations will include, but not be limited to, reviews of techniques and methods of instruction, quality of instructors, motivation, adequacy of classroom and supportive adjunct training materials, test content, and individual Security/Screening Officers' retentiveness. The County Contract Administrator or designee reserves the right to create, revise or mandate all training provided to personnel assigned to the County. Any changes to the training provided by the Contractor shall be reviewed and approved by the County.

All formal training shall be administered (e.g., taught, presented) by persons who have been expressly approved on an individual basis by the County Contract Administrator, or designee. All classroom instructors shall be appropriately certified and licensed by an accredited licensed institution of learning or governmental educational certification body, or by documentation that the individual has sufficient experience with the subject matter to

instruct students in an authoritative, practical, and current manner. Resumes for potential instructors shall be submitted to the Miami-Dade County prior to the start of training for approval.

The Contractor shall provide a copy of the proposed course of instruction with all materials for review and approval to the County Contract Administrator or designee before Contract start date. Representatives of the County Contract Administrator may visit training classes without notice to monitor the training.

F) Firearms Training

The Contractor shall employ a state-licensed firearms training instructor to develop and maintain an ongoing firearms program to meet or exceed the required State of Florida licensing statutes and standards. Contracted instructors will not meet this requirement; this instructor shall be directly employed by the Contractor.

G) Training for Screening Operations

i) Course of Instruction
A copy of the proposed course of instruction that follows either the TSA or U.S. Marshals courses shall be provided for review and approval before the contract start date. Representatives of the County Contract Administrator may visit training classes without notice, to monitor this course.

ii) Hands-on Equipment Training
All personnel employed to provide screening services to the County shall receive a minimum of 40 hours experience, before working on an "active duty" status within the County, in actually working at weapons-screening location, with an X-ray, metal detector and hand wand.

H) Training for Contractor Field Supervisors

i) In compliance with all other Contract stipulations requiring that a Contractor Field Security/Screening Supervisor be fully qualified and capable of staffing a post the said Field Supervisors shall have met or will meet all Basic Instructional Training requirements prior to providing service to the County.

ii) Contractor Field Supervisors shall be provided sufficient on-site post instruction and provide Site Orientation Training (SOT) to Security/Screening Officers assigned to posts within the supervisor's span of control or shift of duty.

iii) In addition to the above base requirements for training, the Contractor shall provide to all Field Supervisors a minimum of eight (8) hours total of classroom instruction in the development of management and supervisory skills, as outlined below. The classroom instruction component shall include a fifty (50) question test, and shall require a minimum passing score of 75%:
- Supervisory responsibilities
- Training skill development
- Leadership development
- Authority and control
- Effective communication
- Handling complaints and grievances

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- Management skills for supervisory personnel
- Time management
- Motivation
- Ethic
- GSA Security Management/Contract Supervisors relationship

The County may, at the sole discretion of the County Contract Administrator, administer training or testing of personnel assigned to the Contract.

6.17 LOCAL MANAGEMENT OFFICE

The Contractor shall have a local management office in Miami-Dade County. The County reserves the right to inspect the office at any time. All records pertinent to administration and management of the Contract shall be maintained at local office and are subject to inspection by the County at any time.

The Contractor shall maintain, at a minimum, the following documents at the local management office:

A) Financial records: invoices, employee payroll and other associated backup documentation

B) FCC License

C) Log Books

D) Incident Reports

E) Quality Assurance Plan

F) Employee Personnel File
Required documents shall be placed under the same section/tabs in each employee's file. False statements or falsification of any of the documents required by the County will result in Liquidated Damages and/or filing of a Non-Performance. The Contractor shall maintain a copy of all disciplinary actions taken by the Contractor against its personnel, assigned to provide services to the County, for all infractions committed under the contract. A copy of said violations shall be placed into the employees personnel file. These files shall contain copies of but not limited to the following documents:

i) FDLE and National Criminal background check which shall be updated on a yearly basis
ii) Medical examination, including drug test results, which shall be updated, on a yearly basis and psychological results
iii) Training test results along with a copy of their test
iv) Proof of education and experience
v) State Security Officer licenses "D", "G" and "DI" as applicable
vi) Employment application and verifications of prior employment
vii) Polygraph examinations reports, as applicable
viii) Proof of certification for Law Enforcement experience
ix) A copy of DD-214 Long form for Military and Coast Guard experience
x) A copy of a valid State of Florida Drivers license
xi) A copy of a five (05) year Drivers history

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xii) Proof of Citizenship, Resident Alien card or Work Permit

6.18 CONTRACTOR-FURNISHED ITEMS

Working Materials

The Contractor shall provide all working materials necessary for proper performance including, but not limited to, items such as bound log books, with preprinted consecutive numbered and lined pages, notebooks, pens, and pencils. The Contractor, at no additional charge to the County, shall supply these materials, unless otherwise specified by the County Contract Administrator or designee.

6.19 COMMUNICATION SYSTEM

A) Handheld Radios

Two-way handheld radios, licensed for use by the FCC, shall be provided by Contractor to on-duty personnel. In addition, one (1) radio shall be issued by the Contractor to the Security Operations Center (SOC) and additional radios may be requested, at no additional charge, at the discretion of the County Contract Administrator.

B) Central Dispatch Center

Please refer to Section 2 (B).

The Central Dispatch Center shall have a back-up electrical generator power capacity to ensure essential operational functions as to sustain communications with the Security/Screening Officers and the County.

The Dispatch Center shall be staffed by experienced personnel twenty-four (24) hours a day, seven (7) days a week. Contractor's personnel available at the Central Dispatch Center shall have the ability and authority to take immediate action on behalf of the Contractor, as required. This station shall have a complete roster of all Security Officers assigned to County posts and hours to be worked. They shall also be able to make contact with Contractor's management twenty-four (24) hours a day, seven (7) days a week. Failure to comply with any of these requirements constitutes a material breach of the Contract, and may result in Liquidated Damages and/or a Non-Performance as specified in Section 6.23. Contractor's dispatch center is subject to unannounced inspections by the County at anytime.

C) System Quality

Radio communications among system users (e.g., all County and Contractor personnel) shall be strong and clear at all times ("five by five"), both transmitting and receiving. The Contractor shall provide and maintain required system quality, as follows:

i. Contractor shall use a network of repeaters of sufficient strength and capacity to service all facilities/buildings included in the Contractor.

ii. The Contractor shall ensure that the speed and quality of radio communications is not detrimentally impacted by on-air congestion. The Contractor should select a channel, i.e. frequency that is not overloaded with non-Contract users.

iii. The Contractor shall implement a program of maintenance and repair for all

equipment to be used in providing services to the County. Such a program shall ensure the optimum performance of all equipment at all times, thereby allowing the system to meet the service requirements and quality standard specified in the Contract.

iv. The Contractor shall have a sufficient number of spare radios, chargers and charged batteries in stock to provide for those that are inoperative in the field or in the repair shop. Malfunctioning radios shall be replaced within four (4) hours.

v. The Contractor shall ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It may be necessary for the Contractor to implement a system by which fresh batteries, or charger radios, are delivered to the posts in order to meet this requirement. Wherever possible, the County may provide safe storage and electric power (for charging).

D) County Evaluation of Communications System

The County reserves the right to evaluate the Communication System at any time during the term of the Contract including any extensions or renewal thereof. Should there be a deterioration of performance during the term of the Contract, and the Contractor is unable or unwilling to make necessary improvements, the County may terminate the Contract. The County shall be the sole judge of the adequacy of radio communications.

6.20 UNIFORMS AND EQUIPMENT

A) Requirements

The Contractor shall ensure that, at all times while in uniform, all personnel shall be fully equipped and wear complete County-approved uniforms including uniform jackets with required patches that are sewn on and name tags. All personnel shall wear uniforms whose color and style have been approved in advance by the County Contract Administrator. All personnel providing service to the County may be required to wear the same color and style of uniform, distinguished only by Contractor's identification patches (see below). Uniforms do not have to be new, but shall be in good condition and meet contractual standards. Said uniforms shall consist of the following items:

i) **Standard Uniform for all levels of Security Officers, Contractor Field Supervisor and Site Supervisor** shall include:

a) Trousers, all-season weight

b) Shirt/blouse, short or long sleeve

c) Belt – solid black

d) Duty Belt (Mixson style)

e) Socks – solid black

f) Shoes – solid black Patent Leather or Corofram, no high heels, no platform shoes and no sneakers or tennis shoes.

g) Shoulder patches to indicate the name of the Contractor shall be sewn on and worn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor shall be worn or displayed on the uniform except hat.

h) Nametags to be worn over the right shirt pocket

i) Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with Contractor's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the Contractor along with company patch sewn to the jacket

j) All personnel shall wear clean, pressed uniforms at all times while on duty at a County Post.

ii) **Standard Uniform for Screening Officers and Screening Site Supervisor** shall include:

a. Trousers-solid grey

b. Collared shirt- sold white

c. Necktie

d. Belt-solid black

e. Blazer-solid blue

f. Socks-solid black

g. Shoes-solid black Patent Leather or Corofram, no high heels, no platform shoes and no sneakers or tennis shoes

h. Shoulder patches to indicate the name of the Contractor shall be sewn on the blazer according to Florida Statute 493.6305

i. Nametags to be worn over the right shirt pocket

j. Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Screening Officer, and marked with Contractor's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the company along with Contractor's patch sewn to the jacket.

k. All personnel shall wear clean, pressed uniform at all times while on duty at a County Post.

iii) **Specialized Uniforms** may be worn at certain sites/posts with prior approval of the County Contract Administrator or designee, and may include the following:

a) Polo style shirt with long pants

b) Polo style shirts with shorts, solid black sneakers or boots (High Tech type, Bike Patrol uniform) baseball cap with company logo on the front

c) Overall, Coveralls (Jumpsuits)

d) Company photo I.D. badge to be worn on uniform shirt in plain view at all times while on duty

e) Jackets worn during cold weather are to be issued by company along with

company patch.

f) Long sleeve shirts with neckties

g) Blazers or Suit Jackets with company logo (Court Security Officer)

iii) **Personnel Equipment for Security Officers**

Except as specifically noted, or provided for the Contract, Security Officers shall be equipped at all times while on duty with the following items:

a) Handcuffs and Key

b) Flashlight; heavy-duty (2 or more D-cells)

c) Two-way radio, licensed for use by the Federal Communications Commission (FCC) and meeting all requirements as specified in Section 6.19.

d) In addition to the above, armed Security Officers shall be equipped with a .38 special 4" barrel revolver or 9mm semiautomatic pistol of a reputable manufacturer (e.g., Smith & Wesson, Colt, Ruger or Taurus), and ammunition that meets State statutes. The Security Officer shall also be issued an ammunition pouch and a minimum of eighteen (18) or fifteen (15) rounds according to the weapon's ammunition capacity. The Security Officer shall utilize a weapons triple retention holster compatible with the firearm, uniform and other equipment. The holster shall be worn on the duty belt. All armed security personnel shall be provided training for triple retention holster.

e) Mace in accordance with State statutes and officer shall be certified as per Florida State Statues

f) Expandable Baton (e.g.-ASP) in accordance with Florida Statutes and officer shall be certified as per Florida State Statutes

All personnel shall not carry any unauthorized equipment such as chemical agents, concealed weapons, personal radios, or other items not approved by the County Contract Administrator or not included in the Contract.

iv) **Vehicular Equipment**

Security Officers may be required by the County to operate licensed and insured marked motor vehicles in order to supervise different posts, move between assignments, or to conduct vehicular patrols of an area. Likewise, they may be required to operate off-street motorized carts in order to conduct vehicular patrol of an area. Other means of transportation e.g.-boats, bicycles, horse, etc. will be considered on a post-by-post basis for possible use. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor as well as specialized bike training class with a minimum of eight (8) hours. The County Contract Administrator or designee shall approve vehicle types, color, markings, lights, and other features. Any personnel assigned to a post where he/she will be operating a motorized vehicle to include a golf cart shall have a valid Florida driver's license.

v) **Minimum number of Uniforms and Equipment for Security Officers**

In order to ensure that all on-duty Security Officers are fully equipped and meet contractual standards for neatness and appearance, the Contractor shall issue to each employee, and maintain throughout the term of the Contract, uniforms and equipment in the following minimum numbers as specified below:

a) Trousers, three (3)

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b) Shirts/blouses, five (5)
c) One (1) set of all other uniform components as specified
d) Cold weather jacket (1)
e) Raincoat (1)
f) Duty Belt (1)
g) Handcuffs and Key (1)
h) Firearm, if applicable (1)
i) Ammunition Pouch (1)
j) Eighteen (18) or Fifteen (15) rounds of Ammunition, as applicable
k) Mace (1)
l) Expandable baton (1)

vi) **Minimum number of Uniforms and Equipment for Screening Officers**

In order to ensure that all on-duty Screening Officers are fully equipped and meet contractual standards for neatness and appearance, the Contractor shall issue to each employee, and maintain throughout the term of the Contract, uniforms and equipment in the following numbers:

a) Trousers, three (3)
b) Shirts/blouses, five (5)
c) Two (2) sets of all other uniform components as specified (e.g. Blazers and Ties)
d) Handcuff and Key (1)
e) Firearm, if applicable (1)
f) Ammunition pouch (1)
g) Eighteen (18) or fifteen (15) rounds of ammunition, as applicable

B) Radiation Detection Badges

The Contractor shall remain in full compliance throughout the term of the Contract, with all State of Florida Regulations related to the control of radiation, including Radiation Detection badges, as outlined in Chapter 10 D-91 of the Florida Administrative Code.

C) Maintenance Of Uniforms And Equipment

The Contractor shall assure that Security/Screening Officers maintain a clean neat, well kept appearance in accordance with the Contractual standards (e.g. pressed uniform, polished shoes, etc.). The Contractor shall maintain and replace uniforms, as necessary. Likewise, all equipment used by the Contractor, provided by either party, shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear which may constitute a hazard to any person on County property.

D) Uniforms Costs

The Contractor shall be responsible for the quantity and quality of uniforms and other required personal equipment used by its personnel in providing services to the County. The Contractor shall provide, at no cost to its personnel, all uniforms and equipment to ensure that contractual standards are met.

6.21 WEAPON SAFETY

The Contractor shall issue to its Security personnel a company issued Firearm. In no circumstance will Officer's personal weapons be acceptable as the Officer's duty weapon in providing service to the County. The Contractor shall observe the following safeguards regarding the use of firearms at all County facilities/buildings. This includes, but is not limited to, the distribution of the following safeguards to all Security Officers on post and the inclusion of these safeguards in all training courses:

A) Firearms shall not to be removed from their holsters for any reason except to be used in life-threatening situations or for inspection by County Contract Administrator or designee. Gun Belts shall be worn properly at all times except during restroom breaks. Violations of these policies may result in immediate removal from County contract and criminal prosecution, as warranted.

B) At no time will firearms (including gun belts and ammunition) be stored or left unsecured at any County site.

C) Firearms shall not to be cleaned at County facilities at any time.

D) Unauthorized weapons, holsters, and ammunition are expressly prohibited.

E) Armed Security Officers and Supervisors who do not have in their possession a current gun license shall be immediately removed from standing post at the County facility.

F) Loss, theft, use, or misuse of weapons shall be reported immediately to GSA Security Management.

G) Armed Security Officers shall follow guidelines as set forth all in FSS Chapter 493.

6.22 QUALITY ASSURANCE PLAN

The Contractor shall establish and maintain a Quality Assurance Plan (QAP) to ensure that all requirements stated in the Contract are met. Changes to this plan during the term of the Contract shall be transmitted to the County Contract Administrator or designee as they are made. The plan shall include, but not be limited to, the following:

A) QAP Contractual Review Plan

The Contractor shall provide for the periodic review of all contractual requirements and services as identified in the Contract and related contractual documents (e.g., Post Orders, Quality Assurance Plan). The plan shall identify the activities to be inspected on both a scheduled and unscheduled basis, how often and in what manner the inspections will be accomplished, and the name and rank of personnel who will perform the inspections.

B) Corrective Action Procedures

The Contractor shall have established procedures to respond to and correct deficiencies in service that may have been identified by the County Contract Administrator or designee. The Contractor will be provided a time frame in which the corrective action shall be completed. If the Contractor is unable to complete the corrective action within the prescribed time allotted by the County Contract Administrator or designee, then the Contractor may submit a written request for an extension of time. Failure to complete any corrective action within the prescribed time on the part of the Contractor will result in Liquidated Damages and/or a Vendor Non-Performance.

6.23 FAILURE TO PERFORM

A) Liquidated Damages

The Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The County, at its sole discretion, will determine the damages arising from such failure. The County Contract Administrator's or designee's assessment of all Liquidated Damages will be final. The County will accomplish this by deducting the amount of the liquidated damages from subsequent payments due for service rendered by the Contractor. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of Liquidated Damages. Subsequent violations will result in a Vendor Non-Performance. Any of these violations may result in Contractor's personnel being removed from the post and/or Contract at the request of the County Contract Administrator or designee.

A written notice of a violation and intent to impose liquidated damages shall be provided to the Contractor in the form of an Infraction Report. Infraction Reports shall be issued to the Contractor promptly by the County Contract Administrator or designee, in order to afford the Contractor time to notify the County of extenuating circumstances.

The 1st infraction may result in Liquidated Damages of $100.00, the 2nd infraction $200.00, the 3rd and subsequent infractions $300.00; (Unless a Special Violation, in which case the 1st infraction will be $500.00, the 2nd infraction $1000.00, 3rd infraction $1500.00). The graduation of Liquidated Damages will occur with the involvement of the same facility, Contractor's personnel and a pattern of the same incidents at multiple posts (e.g. no radios, lack of supervision, etc.). Any violations committed by Contractor's personnel will result in the suspension or removal from duty of said personnel at the discretion of the County Contract Administrator or designee. Violations that may result in the assessment of Liquidated Damages include, but are not limited to, the following;

i) Contract Personnel Violations

a. Late for duty
b. Sleeping on duty
c. Failure to follow post orders
d. Abandoning post
e. Inappropriate Behavior
f. Improper or badly soiled uniform
g. Failure to conspicuously display on person Security officer licenses (D & G), Company ID or Aviation ID card when assigned to airport
h. Failure to make report
i. Improper clock rounds
j. Improper State licensure (e.g. not on person, expired)
k. Improper records, reports or logbook
l. Improper reading materials other than work related (e.g., newspapers and magazines)
m. Improper audio/video devices other than work related
n. Unauthorized visitors on post
o. Not signing in or out in logbook
p. Vehicle irregularities
q. Post opened or closed late
r. Personal phone use
s. Failed to report for duty

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t. Health deficiencies

ii) Administrative Violations

a. Improperly or insufficiently equipped
b. No radio or inoperative radio
c. No vehicle or inoperative vehicle
d. No weapon or ammunition violation
e. Inadequate writing skills
f. Inadequate training
g. Lack of contract supervision.
h. Excessive hours on duty (not approved in advance by GSA)
i. Violations of local, State, or Federal laws, Regulations, or Ordinances
j. Failure to provide Security/Screening Officers for "special requests" assignment after making commitment
k. Criminal records check not complete/or hired
l. Contractor personnel with criminal records
m. Difficulty in speaking or understanding English, and/or being understood by others
n. Failure to have current Post orders on site
o. Invoicing Discrepancies or Inaccuracies
p. Contract Section Violations

iii) Special Violations

a. Reassignment of any personnel previously suspended or removed from duty by the County
b. Failure to notify the County of an arrest of personnel within time frame as specified in Section 6.11
c. Improper internal employee fines or wage practices
d. False or Misleading Statements by Contract personnel
e. Deduct money from an employee's paycheck as a result of Liquidated Damages

Note: The Contractor shall NOT pass along to its personnel any liquidated damages assessed for infractions on the Contract. Violations will not only result in Liquidated Damages, but constitute a Violation of the Living Wage Ordinance and may be subject to additional punitive action.

B) Non-performance Actions

Continuing patterns of contractual violations, or the commission of an especially egregious violation, may warrant the filing of a Vendor Non-Performance Action by the County Contract Administrator or designee. In such circumstances, the Contractor will receive copies of such actions, and will be given the opportunity to respond, in accordance with County Non-Performance procedures. Upon documentation of Non-Performance Actions, the County Contract Administrator or designee may take actions (beyond the imposition of Liquidated Damages) that may include the following but are not limited to:

i) Suspension and/or Loss of Post(s)

Repeated violations of any type or a particularly serious violation at the same facility or facilities may be taken as proof that the Contractor cannot properly handle that location or locations. In such situations, the County Contract Administrator or designee may remove the Contractor from the facility/post and reassign the facility/post to another Contractor assigned, either temporarily (suspension) or permanently. Similarly, new or existing posts may be assigned to a different Sector Contractor in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing Contractor.

ii) Loss of Sector and Debarment

A continuing pattern of frequent and/or egregious violations at multiple facilities, or repeated actions by the County Contract Administrator or designee to suspend and/or remove the Contractor from Sector posts may be taken as proof of a general incompetence on the part of the Contractor to perform in accordance with the contractual requirements. In such circumstances, the Contractor may be placed on contractual probation, removed from the Contract and/or debarred from doing business with the County.

6.24 COURT APPEARANCES

The Contractor's personnel may be required to testify in various judicial proceedings on behalf of the County. These personnel shall coordinate all Contract-related court appearances with the County Contract Administrator or designee when such appearances are required. Any Security/Screening Officer required to make a court appearance shall be remunerated by the Contractor at the same hourly rate as would be earned while on duty under the Contract, and the Contractor shall in turn be remunerated by the County at the stipulated billing rate. The Contractor shall invoice for the actual hours the Security/Screening Officer spent at court, regardless of whether or not his/her testimony was used and/or provided. (Court delays are common, and multiple appearances by the testifying Officer may be required). A copy of the original subpoena shall be submitted with the invoice. Contract-related Court testimony on behalf of the County shall take priority over all other scheduled duties, and the Contractor shall coordinate with the County Contract Administrator or designee to ensure that this is done with no impact to daily operations. Personnel scheduled to testify on behalf of the County due to their Contract related duties shall appear for court testimony in full uniform, but without weapons/firearms.

6.25 INVOICING DISCREPANCIES

It is the County's intent to ensure that all invoices are processed and paid according to a Contract with the correct hours and rates reflected. It is the Contractor's responsibility to review and ensure that the invoicing submitted to the County accurately reflects the hours worked and applicable billing rates. Any invoices submitted for payment or correction after ninety (90) days from the service date will not be honored; furthermore, the continued submittal of duplicate invoices or previously processed invoices will result in Liquidated Damages and/or a Vendor Non-Performance.

7. REPORTING REQUIREMENTS & PROCEDURES

The Contractor shall comply with the following reporting requirements and procedures:

A) A brief statement of any unusual events shall be written in the post logbook, so the County Contract Administrator or designee can identify the principals later, if a further

investigation is needed. All bound logbooks become the property of the County upon its replacement on the post. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The Contractor shall maintain all logbooks during the term of the contract and any renewals or extensions thereof. Upon expiration of the contract or earlier as required by County Contract Administrator or designee, the Contractor shall deliver all such logbooks to the County at a place to be determined by the County.

B) A copy of all reports shall be furnished to the County Contract Administrator or designee prior to the completion of each shift and a copy to Security Management on all major incidents.

C) An Incident Report shall be completed whenever any unusual event and/or criminal events occurs. Such events include, but are not limited to the following: discharge of firearms, major criminal act or any safety hazards. Officers shall consult Contractor Field Supervisor when in doubt about any reports. If there are any injuries as a result of a firearm discharge 911 is to be called immediately. The Security Operations Center (SOC) 305.375.4500 shall be notified immediately after calling 911. Facility Contact/ Building Managers and Contractor Field Supervisors shall be notified.

D) Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the Security Operations Center (SOC) immediately after the incident occurs, in order to receive a Security Management case number, by calling the Security Operations Center (SOC) at 305.375.4500, after authorities have been notified.

E) All employees shall follow the "Chain of Command." After exhausting efforts with Contractor's Management staff the next step will be a GSA Security Supervisor followed by the County Contract Administrator. Failure to adhere to the guidelines may result in Liquidated Damages and/or removal of the Contractor's personnel from providing services to the County.

8. METHOD OF PAYMENT: BI-WEEKLY INVOICES

The Contractor shall abide by the following requirements of GSA Security Management for billing purposes:

i. Invoice: The Contractor shall submit one original and two duplicate sets of the detailed bi-weekly invoices to GSA Security Management Section, 200 NW 1 Street, Suite 103, Miami, FL 33128. Sample invoice is provided herein as Attachment B. The County will specify whether the invoices shall be submitted electronically or hard copy. The County reserves the right to change the format of invoices at any time. The Contractor shall work with the County to finalize the format for electronic invoicing.

ii. Payroll Documentation: In addition, from time to time the County Contract Administrator or designee may request time sheets, payroll records, and/or other documentation showing the names, social security numbers, wage rates, FICA payments, and unemployment insurance payments, and/or other applicable documents that would verify existence of a payment to the Contractor's personnel. The Contractor shall provide payroll documentation as directed by County Contract Administrator or designee.

iii. Payment Schedule: The Contractor shall agree to the County's Method and Times of

Payment as specified in Article 9. The Contractor shall be prepared to have enough working capital to function in this environment.

9. OVERTIME

The County shall allow overtime payment at a maximum rate of one and a half times the regular hourly wages. This allowance shall only be provided in those instances where expressly authorized by the County Contract Administrative or designee prior to the commencement of the overtime work. Further, overtime work shall not be allowed during the normal work day. As a matter of confirmation, overtime work only occurs after 40 hours of work effort in a given week by a given individual.

10. LIVING WAGE

The Contractor shall comply with the provisions of Miami-Dade County Ordinance 99-44.

11. RETURNED CHECKS

In order to ensure the maintenance of an adequate job force, payment to security guards shall be on time and with checks that are valid, i.e., there are available funds in the bank to cover said checks. Refer to Section 6.23 (A) (iii), Special Violations, above.

12. COUNTY-FURNISHED ITEMS

The County shall furnish to the Contractor, to be used only in connection with the providing services to the County, the following materials and equipment:

A) Generic Post Orders will be given to the Contractor

B) Equipment
The Contractor shall be responsible for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall replace, or reimburse the County at current market rates, for all equipment that is lost, damaged, stolen, or made otherwise unavailable due to the negligence of the Contractor or its personnel. Upon termination/expiration of the Contract issued, all equipment shall be returned to the County in good operating condition, less reasonable wear and tear as defined by the County.

The Contractor shall be liable for any loss of or damage to County or private property, real or personal, that may result from the acts or omitted acts of its personnel in violation of a Contract or any derivative or supplemental documents (e.g. post orders) or directives.

C) Forms
A sample of required forms and other documentation used in reporting procedures at specific posts will be provided or approved by the County Contract Administrator, designee or Building/Facility Manager if site specific.

D) Keys
The Contractor shall be responsible for all keys that are issued by the County. Special care shall be exercised when dealing with Grand Master or Master keys. All lost keys shall be reported immediately to the Security Operations Center and to the Building Manager/Facility Contact. The Contractor shall provide adequate control and accountability for these keys. If

a Grand Master or Master key under control of the Contractor is lost, the Contractor shall be liable for the cost of re-keying the building/facility. Lost keys other than Grand Master or Master keys shall result in the Contactor paying for the cost of re-keying all effected doors. The removal and/or duplicating of County issued keys without the expressed written consent of the County Contract Administrator or designee is strictly prohibited.

E) Phones

County phones made available to the Contractor's personnel to be used for County business only. Personal and long distance calls are prohibited. Long distance or any unauthorized calls shall be reimbursed to the County within fifteen (15) calendar days of notice from the County. The use of personal Cellular phones is also prohibited except in emergency situations, violations of these procedures will result in Liquidated Damages.

13. SCHEDULING SOFTWARE

The Contractor shall use scheduling software to track scheduling of guards and to ensure that all posts are staffed by guards qualified to work the said post. The Contractor will provide user access for GSA Security Management one County personnel, designated by the County Contract Administrator, at no additional cost to the County. The system should allow the County to view reports generated by this software. If the scheduling software will be use for billing also, the Contractor shall work with the County to provide finalize invoicing format.

14. GUARD CHECKS

The Contractor shall implement and use available systems to make sure that the guards are actively performing duty. This may include use of guard tour systems or similar, radio calls, or GPS. The Contractor shall notify the County Contract Administrator in writing as to what system will be used by the Contractor under this Contract. The Contractor shall provide reports to the County upon receipt of the request from the County Contract Administrator or designee.

15. TABLETOP EXERCISES AND DRILLS

The Contractor shall conduct, at no additional cost to the County, tabletop exercises and drills to simulate contingency events based on the security plan. These drills and exercises will be used to identify weaknesses and refine the current procedures. The County Contract Administrator will determine the dates and duration of these exercises.

16. CUSTOMER SATISFACTION PROGRAM

The Contractor shall implement a customer satisfaction program to include a minimum of customer satisfaction surveys to be conducted twice a year. The County Contract Administrator will determine the format for the surveys. Any negative feedback received shall eventually be followed by corrective action plan to be approved by the County Contract Administrator.

17. PERFORMANCE BOND REQUIREMENTS

The Contractor shall provide a Performance Bond in the amount of 10% of the total agreed upon weekly price multiplied by fifty-two (52) weeks for a yearly total for the Sector. The Performance Bond shall be delivered to the County within 15 calendar days after formal notice is issued by the County. The Performance Bond shall be prepared on the applicable bond form(s) provided herein as Appendix D. It may be in the form of a Surety Bond written through

a local surety bond agency, rated as to Management and Strength as specified in Article 42. No other form shall be accepted. If the Contractor fails to deliver the Performance Bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender its offer guaranty/Proposal bond, and the County shall not accept any Proposal from the Contractor for a twelve (12) month period following such default. In lieu of a bond, an **irrevocable letter of credit or a cash bond** in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable.

The Contractor shall comply with the performance bond requirements every year during the term of the Contract including any extensions/renewals thereof. The County will issue a notice to the Contractor every year and the Contractor shall deliver the performance bond to the County within 15 calendar days of the notice issuance date.

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APPENDIX B

Price Schedule

A. CONTRACTOR's PRICE FOR PERSONNEL

Contractor's rates for different levels of security officers, screeners, site supervisors, field supervisor and project manager:

Personnel	Price (Hourly Rate)
Level 1 Security Officer	$17.41
Level 2 Security Officer	$21.04
Level 3 Security Officer	$25.78
Screener (Level 1 Security Officers with training as specified in Appendix A, Section 6.16 (G)	$18.23
Screeners (Level II Security Officers with training as specified in Appendix A, Section 6.16 (G)	$23.11
Screeners (Level III Security Officers with training as specified in Section Appendix A, Section 6.16 (G)	$28.16
Contractor Field Supervisor	$29.02
Site Supervisor (For Level 1 Officers)	$19.42
Site Supervisor (For Level 2 Officers)	$23.11
Site Supervisor (For Level 3 Officers)	$28.16
Site Supervisor (For Screening Officers)	$20.26
Personnel	**Annual Rate**
Project Manager	$68,000

Notes:

1. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees are included in the Contractor's price, as they shall not be reimbursed separately by the County.

2. Contractor shall submit invoices and other required documentation in order to receive payment for services rendered.

3. The County makes no guarantee of the actual number of hours under the Contract. The Contractor shall be paid on an hourly basis.

4. The County, may at its sole discretion, add or delete facilities/buildings.

5. The County, may at its sole discretion, increase/decrease the number of hours of service required for a building/facility.

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B. PAYMENT FOR SPECIAL EQUIPMENT

Contractor's hourly rates for providing the "Special Equipment" for the duration of the Contract including any renewals and extensions thereof:

Special Equipment	Hourly Rate
Use of Licensed Motor Vehicle	$1.12

Notes:

1. The County reserves the right to increase/decrease the hours for usage of supplemental equipment.

2. The County reserves the right to provide equipment to the Contractor and in that case, the above charges do not apply.

3. The Contractor shall bill the County for reimbursement of the fuel used in the County's Contract for the six vehicles that are required (See Appendix A, Section 5). The Contractor shall provide supporting documents and reports for reimbursement.

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APPENDIX C

TIERS & SECTORS

Security Guard and Screening services are organized into a total of three (3) Tiers and six (6) Sectors as follows:

Tier	Number of Sectors	Service Required	Sector Numbers
Tier 1	2	Security Guard Services	Sectors*: 1D,1E
Tier 2	2	Electronic Screening Services alone, or a combination of Screening and Security Guard services	Sectors: 2A, 2B
Tier 3**	2	Electronic Screening services alone, or a combination of Screening and Security Guard Services or any other specialized services	Sectors: 3A, 3B

**Tier 3 consists of Sector 3A, Miami International Airport (MIA), and Sector 3B, Port of Miami (POM). Contractors at MIA and POM shall follow the unique federal security requirements and shall be accountable to Federal authorities.

The two (2) Sectors under Tier 1 require Security Guard Services only and are referred to as Tier 1 Sectors. The two (2) Sectors under Tier 2 requiring Electronic Screening Services alone or a combination of screening and security guard services are referred to as Tier 2 Sectors. Miami-International Airport and Port of Miami are referred as Tier 3 Sectors.

*Services for Sectors 1A, 1B, and 1C were solicited under RFP No. 487B. Tier 1 Sectors (excluding the Sectors of RFP No. 487B) encompass the entire area of Miami-Dade County. Tier 2 Sectors likewise are specific geographic areas that encompass the entire area of the County. Tier 1 and Tier 2 overlap one another. A Tier 1 facility (one that does not require Screening services) may lie in close proximity to a Tier 2 facility (one that does require Screening services).

Sector boundaries have been drawn in such a way as to delineate Sectors that are in the best interest of the County. Due to the necessity to ensure that only one Contractor provides services to a facility, it may become necessary from time to time to reassign specific facilities between Sectors.

Sector Boundaries

A) Tier 1 Sectors

Sector 1D: Bounded on North by the South side of Flagler Street **(EXCLUDING 140 WEST FLAGLER BUILDING)**, extending South to the North side of SW 64th Street, East and West to the Miami-Dade County limits.

Sector 1E: Bounded on the North by the South side of SW 64th Street, and extending South, East and West to the Miami-Dade County limits.

B) Tier 2 Sectors

Sector 2A: Excluding the area of Miami International Airport (Sector 3A), this Sector is bounded on the North by the Miami-Dade County line, South by State Road 836/395, East (to include Miami-Beach) and West by the Miami-Dade County limits.

Sector 2B: Bounded on the North by State Road 836/395, extending to the South, East and West to the Miami-Dade County limits.

C) Tier 3 Sectors

Sector 3A: Bounded within the confines of the Miami International Airport (Aviation Department) which at the time of the RFP is; Bounded on the North by Northwest 36th Street, extending South to State Road 836/395, East by LeJeune Road (NW 42nd Avenue) and on the West by Northwest 72nd Avenue.

Sector 3B: Bounded within the confines of the Port of Miami (Seaport Department), formerly Dodge & Lummus Islands. Bounded on the north by the Main Ship Channel, extended south to Fisherman's Channel, east by Government Cut, west by Biscayne Boulevard, including the bridges from N.E. 5th and N.E. 6th Street to the Port of Miami.

APPENDIX D

MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

Any change, alteration or addition to this form will disqualify this Performance and Payment Bond

STATE OF FLORIDA)
SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____

_____ As Principal, and _____

_____

A corporation organized under the laws of the State of _____ with its home office in the city of _____, as Surety, (said Principal and said Surety hereinafter collectively being referred to as Obligator), are held and finally bound unto Dade County, Florida, acting by and through the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, and their successors in office, hereinafter called the Obligee, in the sum of $_____ lawful money of the United States of America, for the payment whereof to the Obligee, the Principal and Surety respectively bind themselves, their successors, heirs, and assigns, jointly and severally, finally by these present.

Signed, sealed and dated this _____ day of _____, 20_____.

WHEREAS the Principal and Obligee have entered into a written contract, hereinafter called the "Contract" for

_____

_____

As evidenced by contract and specifications made a part thereof, entered into between the Principal and the Obligee on the _____day of _____, 20_____ a copy of which Contract may be attached hereto and is hereby referred to and made a part thereof.

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of the Principal's failure to comply with any of the terms of the Contract, then this obligation shall be void; otherwise, it shall remain in full force.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

1. Said Principal (Contractor) shall well and truly perform; carry out and abide by all terms, conditions and provisions of said Contract including all maintenance and warranty provisions and furnish complete the items herein specified in accordance with the terms thereof, and the Obligator herein shall and does hereby agree to indemnify the Obligee and hold it harmless of, from and against any and all liability, loss, cost, damage or expense and attorney's fees, including appellate proceedings, which said Dade County, Florida may incur or which may accrue or be imposed upon either thereof by reason of any negligence, default and/or misconduct on the part of the said contractor, and _____ agents, servants, and/or employees, in, about or on account of the performance of said contract by the said contractor, and shall repay to and reimburse to the said Dade County, Florida, promptly upon demand, all sums of money, each and every, reasonably paid out or expended by the said Obligee on account of the failure and/or refusal of said contractor to carry out, do, perform and/or comply with any of the terms and provisions of said Contract at the time and in the manner therein provided.

2. The Principal will make payments to all persons supplying Principal labor, material and supplies used directly or indirectly by the Principal or any subcontractors of the Principal in the prosecution of the work provided for in said Contract.

3. Each and every person, natural and artificial, for whose benefit this bond has been executed as disclosed by the text of this bond and of said Contract, specifications, drawings and all papers, and of said agreement and instruments attached and made a part of said Contract, and each and every person, natural and artificial, supplying labor, materials and supplies in furtherance of said Contract, shall have the same several rights of suit or action upon this bond as if he or they were the Obligee or Obligees herein specially mentioned, and the obligations hereof shall be several as to the rights of said persons or said Obligees hereof.

4. In each and every suit brought against the Obligor upon this bond in which the Plaintiff shall be successful, there shall be assessed therein against the Obligor herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Obligor hereby expressly agrees to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20_____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of: _____
Printed Name of Individual

_____

_____ _____
Two Witnesses Signature of Individual

WHEN THE PRINCIPAL IS SOLE PROPRIETORSHIP OR OPERATES UNDER TRADE NAME:

Signed, sealed and delivered in the presence of: _____
Name of Firm

_____ _____
Signature of Individual

_____ _____
Two Witnesses Printed Name of Individual

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of: _____
Name of Firm – A Partnership

_____ _____
Printed Name of One Partner

_____ _____
Two Witnesses Signature of One Partner

WHEN PRINCIPAL IS A CORPORATION:

_____

_____ _____
Secretary Correct Name of Corporation

(Affix Corporate Seal) By: _____
President or Vice-President

Attest:

_____ _____
Corporate Surety

_____
Business Address

Countersigned:

_____ By: _____
Florida Resident Agent Corporate Seal

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CORPORATE PRINCIPAL CERTIFICATION

I _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested foe and in behalf of said corporation by authority of its governing body.

Corporate Seal

STATE OF FLORIDA)
SS
COUNTY OF DADE)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared: _____ _____ to me well known, who being by me first duly sworn upon oath says that he/she is the Attorney-in-fact for the _____ and that he/she has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Miami-Dade County, Florida.

Subscribed and sworn to before me this _____ day of _____ A.D. 20 _____.

_____

Notary Public, State of _____ at Large

My commission expires _____

Security Guard and Screening Services
Contract No. 487A-3B

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Security Alliance of Florida, LLC , a corporation organized and existing under the laws of the State of Florida, having its principal office at 8323 NW 12th Street, Suite 218, Doral, FL 33126 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide security guard and screening services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 487A and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated April 11, 2006, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein; and,

WHEREAS, the County desires to procure from the Contractor such services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Building Manager" to mean the County employee responsible for the supervision of a particular building(s) or area(s) in Miami-Dade County.

b) The words "Central Dispatch Center" to mean a base station/office where personnel employed by the Contractor have the capacity to monitor telephone calls, radios, faxes and employees.

c) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

d) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A) and all appendices, RFP No. 487A and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

e) The words "Contract Date" to mean the date on which this Agreement is effective.

f) The words "Contractor" to mean Security Alliance of Florida, LLC and its permitted successors and assigns.

g) The words "Contractor Field Supervisor" to mean supervisory personnel designated by the Contractor and approved by Miami-Dade County for supervising and providing specific training to Security/Screening Officers assigned to the Contract.

h) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.

i) The words "Contractor Personnel" to mean all personnel employed by the Contractor and approved by the County, for the Contract, including but not limited to the Project Manager, Contractor Field Supervisors, Dispatchers, Site Supervisors and Security/Screening Officers.

j) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.

k) The words "County Contract Administrator" (CCA) to mean a person designated to coordinate and monitor the services provided by the Contractor. This person is

the Chief of Security, General Services Administration (GSA). This person is the County's Project Manager for the Contract.

l) The words "County's Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.

m) The words "County Security Supervisors" to mean Staff designated by the County Contract Administrator to monitor all aspects of the Contractor's operation as it pertains to the performance and delivery of services required by the County under the Contract.

n) The word "Days" to mean Calendar Days.

o) The word "Department" to mean General Services Administration.

p) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

q) The word "Dispatcher" to mean personnel employed by the Contractor to staff its Central Dispatch Center.

r) The words "Facility Contact" to mean person assuming the same role in a building or area that does not have a designated Building Manager or who has been delegated such duties by the Building Manager.

s) The words "GSA Security Management" to mean County's management responsible for overseeing the security of County's buildings/facilities and monitor the services provided by the contractor. This includes County Contract Administrator, County Security Supervisor or designees.

t) The words "Liquidated Damages" to mean a financial assessment levied by the County Contract Administrator or designees, for failures by the Contractor or its employees to meet contract requirements or standards, there by resulting in the contractors failure to deliver the services required or any derivative/supplemental documents (e.g. Post Orders), creating direct, indirect or potential losses to the County.

u) The words "Project Manager" to mean person designated by Contractor and approved by Miami-Dade County to administer the Contract and oversee Contractor operations.

v) The word "Records" to mean any books, documents or evidence pertaining to, or used in the Contract.

w) The word "Sector" to mean a term to describe a Tier 1 or Tier 2 or Tier 3 geographical area.

x) The words "Security Operations Center" (SOC) to mean the County facility, designated by the County Contract Administrator, that will function as the primary point of radio and/or telephone contact between contract personnel and the County Contract Administrator or designees on a 24-hour a day, yearly basis.

y) The words "Security/Screening Officer" to mean personnel designated by the Contractor and approved by Miami-Dade County to perform specific duties as defined in the Contract.

z) The words "Security/Screening Officer Infraction Report" to mean a written report prepared by the County Contract Administrator or designee to identify specific failures and to assess Liquidated Damages to the Contractor for failure to meet Contract standards.

aa) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

bb) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

cc) The word "Tier" to mean a term used to describe type of service required as follows: Security Guard Services only (Tier 1), Security and Screening Services (Tier 2) or Security, Screening and specialized services (Tier 3).

dd) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ee) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Price Schedule (Appendix B), 4) Appendices C and D, 5) the Miami-Dade County's RFP No. 487A and any associated addenda and attachments thereof, and 6) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date specified on the first page of this agreement and shall be for duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for two (2) two-year options-to-renew. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This

Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

The Contractor shall commence work upon issuance of a Notice-to-Proceed by the County.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the County's Project Manager:

Miami-Dade County
200 N.W 1st Street, Suite 104
Miami, FL 33128
Attention: Daniel Payne, Chief of Security
Phone: (305) 375-1011
Fax: (305) 372-6020

and,
b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Security Alliance of Florida, LLC
8323 NW 12th Street, Suite 218
Doral, FL 33126
Attention: Mr. Bill Murphy, Vice President
Phone: (305) 670-6544
Fax: (305) 670-6545
E-mail: billm@securityalliancegroup.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in Appendix B - Price Schedule. The County reserves the right to add and delete facilities/buildings and increase/decrease the number of hours of service required at a building/facility. The County may negotiate with the Contractor the cost to provide services to facilities/locations that are added to the contract during the contract term and any extensions/renewal thereof.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods, except for yearly percentage increase in the living wages that will be applied to the classifications that are billed to the County at hourly rates specified in Appendix B. The Contractor is responsible for requesting the living wage increase. The Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof. The County will issue supplemental agreements and revise Appendix B to incorporate this change in the hourly rates. The County may negotiate, at the time of renewal or extension of the Contract, the hourly rates for special equipment, including vehicles, provided by the Contractor

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County biweekly (once every two weeks), upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County and shall show the County's contract number. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
200 N.W 1st Street, Suite 104

Miami, FL 33128
Attention: Daniel Payne, Chief of Security

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1st Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Public Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of the Department of Procurement Management, as the certificate holder, must appear on the certificate of insurance.**

   Public Liability Insurance shall cover the armed services.

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the

Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended

period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or

otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the County's Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the County Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the County's Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the County's Project Manager. In the event that the Contractor and the County's Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the County's Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution

hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope Of Services. The Contractor and its subcontractors

and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the

Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other

entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

v. take no action which will increase the amounts payable by the County under this Agreement; and

e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

i. portion of the Services completed in accordance with the Agreement and the Work Order up to the Effective Termination Date; and

ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not

incorporated in the Services.

f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis.

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential

Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the

County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by

Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure

that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

   ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute,

the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the County's Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 42. PERFORMANCE BOND

The contractor shall duly execute and deliver to the County a Performance and Payment Bond in the amount of 10% of the total agreed upon weekly price multiplied by fifty-two (52) weeks for a yearly total for the Sector. The Performance and Payment Bond Form, Appendix D, provided by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the County within 15 calendar days after formal notice from the County. If the Contractor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that Contractor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. On contract amounts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;

2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade

County during the life of this contract and/or as long as the funds are being held by Miami-Dade County.

F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: 9/25/01	Date: _____
Attest: _____	Attest: _____
Corporate Secretary/Notary	Clerk of the Board
Corporate Seal/Notary	Approved as to form and legal sufficiency
	_____
	Assistant County Attorney

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APPENDIX A
SCOPE OF SERVICES

1. INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by Miami-Dade County General Services Administration (GSA) is contracting for Security Guard and/or Screening services for facilities in the geographic boundaries of Sector 3B. A brief description of all Tiers and Sectors in the County is provided herein as Appendix C.

The Contractor shall ensure the highest level of security at each and every facility where services are provided. The types of services required under this Contract are:

- Armed Security
- Unarmed Security
- Electronic Screening

Services at a given facility shall be provided by a single Contractor.

The County reserves the right to add or delete a Sector or a facility from a Sector during the term of the Contract 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 Contractor, currently providing service to the County, in the best interest of the County.

The contract term is 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. QUALIFICATIONS FOR THE CONTRACTOR

The Contractor shall maintain, at a minimum, the following qualifications during the term of the Contract including extensions and renewals thereof.

A. The Contractor 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: Contractor 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 Contractor. This center shall not be outsourced to another company unless approved in writing by the County Contract Administrator.

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 personnel of the Contractor. The Contractor 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 Contractor's personnel shall act in a courteous and professional manner at all times. The Contractor 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 Contractor shall be liable for losses; potential loses or damages arising from the actions of its personnel.

4. PRE-CONDITIONS OF NOTICE-TO-PROCEED

The Contractor shall commence work upon issuance of a Notice-to-Proceed by the County. The County will issue a Notice-To-Proceed after the Contractor has met the following requirements:

A) The Contractor shall have a radio license, issued to the Contractor by the Federal Communications Commission (FCC), or shall have an agreement with the service provider to use its service/channel that permits radio operations/coverage in Miami-Dade County. Two-way radio coverage shall cover the entire County. A copy of the license and/or agreement with the service provider shall be provided to the County.

B) The Contractor shall have a local management office as specified in Section 6.17. The County reserves the right to inspect the office at any time.

C) The Contractor shall meet the Performance Bond requirements as specified in Section 17.

D) The Contractor shall meet the insurance requirements as specified in Article 10 of the Contract.

E) The Contractor 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 the Contract The personnel requirements are specified in Section 6.1. The County reserves the right to interview and approve personnel.

F) The Contractor shall have a Communication System that meets the requirements as specified in Section 6.19. These criteria and all other facets of the Contractor's radio communications system will 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 Contractor 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 Contractor shall establish a Quality Assurance Plan (QAP) as specified in Section 6.22. The plan shall be approved by the County Contract Administrator before the Notice-To-Proceed is issued by the County.

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H) The Contractor shall directly employ a state-licensed firearms training instructor before the issuance of Notice-To-Proceed by the County. Proof of employment, and all licenses and certificates for Firearms Instructor shall be submitted to the County.

5. LOCATION OF REQUIRED SERVICES

Sector 3B: Bounded within the confines of the Port of Miami (Seaport Department), formerly Dodge & Lummus Islands. Bounded on the north by the Main Ship Channel, extended south to Fisherman's Channel, east by Government Cut, west by Biscayne Boulevard, including the bridges from N.E. 5th and N.E. 6th Street to the Port of Miami. This Sector includes the following:

Level 1 Officers:	302.0 Hours or approximately eight (08) Officers
Level 2 Officers:	908.0 Hours or approximately twenty-three (23) Officers
Level 2 Officers:	0 ARMED hours or approximately (0) Officers
Level 3 Officers:	940.0 UNARMED hours or approximately twenty-three (23) Officers
Vehicle:	0 Hours totaling (0) vehicles
Golf Cart:	0 Hours totaling (0) Golf Cart
Radios:	21
Screeners:	450.0 Hours or approximately eleven (11) Screeners

6. REQUIREMENTS AND SERVICES

6.1 PERSONNEL REQUIREMENTS

All licenses and other personnel requirements shall be maintained throughout the term of the Contract and any extensions or renewals thereof. The County may request the Contractor to provide officers/supervisors or other classifications of personnel. The licensing requirements, qualifications, tasks, hourly rates and wages for these additional classifications will be determined at a later date.

A) PROJECT MANAGER

The Project Managers shall meet the following requirements:

i) Shall have a valid "MB" / "M" (Manager of a Security Agency) State License from the Florida Department of State, and shall maintain this license at all times while providing service to the County under the Contract.

ii) Shall have a high school diploma or a GED and shall have a minimum of two (2) years of experience in the management and operation of security or police or screening services and two (2) years in management and operations of screening services or

Shall have a bachelors degree and at least two (2) years of experience in the management and operations of screening services within past three (3) years

High school diploma, GED and bachelors degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED and Bachelors degree.

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iii. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iv. Shall be at least 21 years of age

v. Shall pass a urinalysis test showing abstinence from drug/illegal substance use, except prescribed medications

vi. Be able to communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, Project Manager shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

vii. Shall pass an extensive background investigation, which includes ten (10) years employment history check in addition to a Criminal Background Check and a fingerprint check with the FBI. Project Manager shall pass an extensive background investigation in accordance with Florida Statute 311.12 which includes a fingerprint-based NCIC/FCIC background check via FDLE. This check is mandatory by FDLE (The Contractor shall assume all related cost.)

B) CONTRACTOR FIELD SUPERVISOR

Contract Field Supervisors employed by the Contractor shall meet the following requirements:

i. Shall have a valid Class "D", Security Officer, license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under the Contract.

ii. Shall have a valid Firearms ("G") license from the Florida Department of State.

iii. Shall have a high school diploma or a GED and minimum three (3) years of experience as a police officer / Minimum three (3) years of experience as a military police officer / Minimum three (3) years of experience a correctional officer (sworn with powers of arrest) / Minimum six (6) years of experience as a career military or

Accredited Bachelors degree and/or its equivalent in credit hours

High school diploma, GED and bachelors degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED and Bachelors degree.

iv. Shall have at least one (1) year of experience as a Supervisor of Contract Security personnel or
One (1) year of experience as a Level III Security Officer under Miami-Dade County Contract

v. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

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Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

vi. Shall have a valid State of Florida Driver's license

vii. Shall be at least 21 years of age

viii. Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

ix) Be able to Communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, Contractor Field Supervisor shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

x) Criminal Background Checks: All Contractor Field Supervisors shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. They shall also pass the FDLE and National background check.

xi) Shall pass an extensive background investigation, which includes ten (10) years employment history check in addition to a Criminal Background Check and a fingerprint check with the FBI. This check is mandatory by the TSA. The Contractor Field Supervisors shall also pass an extensive background investigation in accordance with Florida Statute 311.12 which includes a fingerprint-based NCIC/FCIC background check via FDLE. This check is mandatory by FDLE (The Contractor shall assume all related cost.)

C) SITE SUPERVISOR

All Site Supervisors employed by the Contractor to provide services to the County are required to meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Contract Administrator or designee. All Site Supervisors shall meet the following requirements:

i) Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under the Contract.

ii) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization

If a Security Officer meets all the requirements as specified in Section 6.1(D) and has graduated from police or corrections academy (or has up to three years of experience as a police/correctional/military officer), he/she qualifies for Level II Security Officer position. If the Security Officer meets all the requirements as specified in Section 6.1 (D) and has minimum of three or more years of experience as a police/military/correctional officer (See Section 6.1 (D) (Level III) (b)), he/she qualifies for Level III Security Officer position.

iii. Level III

This is the highest classification of Security Officer. The minimum requirements for Level III are:

a) Valid Firearms ("G") license

b) Minimum three (3) years of experience as a police officer or
Minimum three (3) years of experience as a military police officer or
Minimum three (3) years of experience a correctional officer (sworn with powers of arrest) or
Minimum six (6) years of experience as a career military or
Accredited Bachelors degree and/or its equivalent in credit hours

NOTE: All required experience shall be from within the United States or its territories. All experience shall be fully and readily verifiable. Applicants with military service shall supply a copy of the DD-214L form and have received an Honorable Discharge from duty in order to be accepted.

E. Level 1 and Level 2 Screening Officers

Level 1 and Level 2 Screening Officers shall meet all qualifications for Level I and Level 2 security officers respectively and shall have received the training as specified in Section 6.16 (G).

F. Level 3 Screening Officers

All Level 3 Screening Officers shall meet all qualifications for Level III security officers and shall have received the training as specified in Section 6.16 (G).

G. ALL PERSONNEL

All personnel employed by the Contractor shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by the Florida State Statute. This includes a company issued photo I.D. card. All of the above are to be conspicuously displayed at all times while on duty. The Contractor shall provide in all instances radio equipped, uniformed Security/Screening Officers, and armed if requested, to provide Security/Screening service at designated locations. The number of personnel and hours of service required will be specified by Miami-Dade County, to the Contractor.

Required Documentation

All personnel providing services to the County, shall display on their uniform as required and keep current, all appropriate cards, certificates, and licenses, as follows:

	Security Officer/Site Supervisor	Contractor Field Supervisor
State of Florida "D" Security Officer License	Yes	Yes
State of Florida "G" Firearms License	*Yes	Yes
State of Florida Driver's License	**Yes	Yes
Company-issued Photo ID Card	Yes	Yes

* Only required if assigned to armed post
** Only required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

Personnel may not be employed by the Contractor to provide services to the County if he/she currently or in the past has:

a. Any Felony, Sexual or Domestic Violence conviction.
b. Discharged from the Military under any conditions other than Honorable.
c. Any history of irresponsible behavior (only if assigned to a vehicular patrol), including but not limited to an unreasonable driving record, or a problem employment record as determined by the County Contract Administrator or designee.
d. Any criminal activity listed in 49 US Code of Federal Regulations (CFR) section 1542.209, *Disqualifying Criminal Offenses* and 19 CFR 122.183, *Denial of Access*, for assignments involving Aviation Department properties.

The work performed on the Contract requires frequent and prolonged walking and standing. Occasionally, Security/Screening Officers may be required to subdue violent people. Physical stamina is a basic requirement of this position. Any individual, who cannot meet the physical requirements of the position, including inability discovered through the job performance, will not be qualified to work under the Contract.

In addition all personnel shall possess good human relations skills.

6.2 SPECIFIC TASKS & RESPONSIBILITIES

The tasks, responsibilities or requirements outlined below are specific, but will vary from facility to facility. The tasks expected by the County shall be performed by personnel employed to provide services to the County, and include, but are not limited to, the following:

A) Project Manager:

The Contractor shall provide a full-time Project Manager for the Sector to provide services to the County. The Project Manager shall be interviewed and approved by the County Contract Administrator prior to providing services to the County. This individual will supervise all contract operations and coordinate reports, Security/Screening Officer assignments, and time sheets with the County. The Contractor shall provide a local telephone and cellular number or numbers (i.e. within Miami-Dade County) where the Project Manager (or identified alternate) may be reached 24 hours per day, 7 days per week, on a year-round basis. An answering

service or machine is not acceptable. The Project Manager shall provide overall management and coordination of the Contract and shall act as the primary point of contact with the County. The Project Manager or alternate shall have full authority to act for the Contractor on all matters related to the daily operations.

The County may require the Project Manager to be available full time in the County office, to be provided by the County, for purposes of this Contract.

The Project Manager shall complete the required screener training within sixty (60) days of the contract start date, if he/she does not satisfy the requirements as specified in Section 6.16 (G).

Tasks:

i. Maintain Quality Assurance Plan as specified in Section 6.22
ii. Report to the County Contract Administrator on an "As needed" basis or when requested by the County Contract Administrator or designee
iii. Respond to verbal/written notifications of Contract violations as specified by the County Contract Administrator or designee
iv. Ensure that all personnel are properly trained prior to being assigned to a facility/post
v. Meet with County Contract Administrator or designee on a monthly basis or as requested by the County
vi. Act on behalf of the Contractor on all matters related to the Contract
vii. Ensure that there is sufficient cross-trained staff for backups and replacement
viii. Be knowledgeable and adhere to contractual standards and procedures regarding weapon safety
ix. Respond to requests within thirty (30) minutes via telephone contact or meeting as specified by the County
x. Ensure that x-ray and magnetometer calibration reports are completed as required

B) Contractor Field Supervisor:

The Contractor shall provide active, on-duty supervision for every shift covered by the Contractor on a 24-hour per day, year-round basis. These Field Supervisors shall be uniformed, armed, and equipped with marked vehicles. The Field Supervisors shall have no duties other than the inspection, supervision, and training of personnel assigned to provide services to the County. The Field Supervisors shall conduct inspections in the field on all shifts, answer questions, resolve problems, respond to emergencies, and otherwise complete tasks as identified in this Contract. The level of supervision provided by the Contractor shall be a minimum of two (2) Contractor Field Supervisors for the Sector for each shift.

While conducting such inspections, Field Supervisors shall record such visits and any deficiencies found during inspections in the site logbook and in the form of an incident report. During any of the above listed shifts, upon the Field Supervisor completing the minimum required post inspections, he/she shall remain in the Contractor's assigned Sector for the remainder and continuously patrol and complete additional post inspections. In any case that a Field Supervisor is unable to complete the minimum post inspections, a verbal notification shall be provided to the Security Operations Center before the end of the shift. Additionally, written notification shall be provided to the County Contract Administrator or designee within 24 hours. In the event that the County Contract Administrator or designee determines that the level of supervision provided by the Contractor is deemed insufficient to effectively manage the

personnel, the County Contract Administrator or designee and the Contractor shall meet to discuss the Contractor's supervision plan and what the Contractor shall do to improve its performance level. Such actions may include the Contractor providing additional Field Supervisors and/or increasing the number of required post inspections per shift.

Tasks:

i. Respond to on-site emergencies or to requests from GSA Security Management within thirty (30) minutes of occurrence/request

ii. Conduct on-site inspections, answers questions, and offers advice on a 24-hour per day basis

iii. Provide technical and administrative advice on each shift

iv. Assure proper assignment coverage. If a post cannot be covered, the Contractor shall immediately notify GSA Security Management

v. Provide training to each Security Officer until assignment is fully understood and prior to placing that individual on the assignment

vi. Provide directions, follow-up training, and instructions to post and/or patrolling Security Officers by making rounds and observing Security Officers in the performance of their duty for each shift

vii. Call attention of subordinates to any deviations from acceptable practices and procedures, instructs Security Officers of proper methods, and explains conditions under which deviations are permissible. All deviations shall be referred to the Project Manager. In addition, said deviations and corrective action taken are to be recorded in post logbook

viii. Respond to requests of subordinates for assistance

ix. Exercise leadership ability

x. Maintain good personal and uniform appearance

xi. Update and explain post procedures

xii. Has working knowledge of radio procedures and codes, and be able to train Security Officers in same

xiii. Drive a marked motor vehicle as required

xiv. Conduct investigations

xv. Complete all necessary reports specified in this Contract, forwarding originals to GSA Security Management. Reviews, corrects, and approves subordinates' reports

xvi. Has knowledge of local jurisdictions and whom to call when incidents occur

xvii. Maintais facility logbooks at each facility

xviii. Ensure that employees do not disturb property and papers on desks, open desk drawers or cabinets, or use County telephones, except as authorized or enter any office without prior authorization, except in an emergency situation. If such an entry is made a report shall be generated

xix. Remian properly equipped, in proper uniform, provide temporary coverage of vacant posts for absent Security Officers or as required by the County

xx. Shall carry an approved firearm and ammunition at all times while on duty

xxi. Ensure that posted and/or patrolling Security Officers have materials, uniforms, and equipment sufficient to perform required duties and that these meet contractual standards for completeness, condition, and appearance

xxii. Be knowledgeable and adheres to contractual standards and procedures regarding weapon safety

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xxiii. Has a working knowledge of each assignment covered by the Contractor

Note: **The Project Manager and Contractor Field Supervisor are two separate functions and shall not to be combined.**

C) **Site Supervisors**

The tasks for the Site Supervisors will be determined at a later date depending upon the facility. The tasks shall be approved by the County Contract Administrator or designee.

D) **Security/Screening Officer**

Tasks:

i. Report to work on time and remain on assigned duties until relieved as required

ii. Maintain good personal and uniform appearance and be courteous to the public and the County personnel at all times. Uniforms shall be clean and pressed and include the name tags

iii. Cover an assignment at a fixed post or patrols an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property

iv. Intervene to terminate injurious acts and detains individuals for further investigation or arrest where circumstances and conditions warrant as stated in the State of Florida Security Officer's Handbook (FSS Chapter 493)

v. Communicate effectively with the public and the County personnel and directs visitors to personnel and services within the facility

vi. Ensure that Lost and Found functions are conducted only by the County personnel

vii. Conduct patrols in accordance with routes and schedules established in the Post Orders. Where installed and in working order, the watchman reporting systems shall be used by uniformed personnel to record their presence at the designated posts

viii. Raise and lower flags at designated times (where applicable)

ix. Refuse acceptance of any mail or packages without written authorization from the Building Manager/Facility Contact

x. Lock and unlock gates and doors at designated times

xi. Turn lighting on and off as required

xii. Ensure that only authorized personnel are permitted access to closed or restricted facilities. Positive photo identification shall be presented. The Security/Screening Officer shall verify the picture on the I.D. is the same as the person presenting it.

xiii. Respond to reports of sick or injured persons, and then notifies supervisor, appropriate authorities (e.g., 911, Facility Manager, Supervisors and Security Management.)

xiv. Report safety hazards, malfunctioning equipment, spills, and other such matters to appropriate Facility Contact person. Any such incident will require a Logbook entry be made

xv. Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment as required

xvi. Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations; evaluates situations encountered and takes action as prescribed in Post Orders and/or facility/building self-protection plans

xvii. Investigate questionable acts or behavior observed or reported on County premises

and questions witnesses and suspects to ascertain or verify facts, and notifies authorities if warranted

xviii. Operate a marked motor vehicle where required

xix. Maintain order and uses good judgment and discretion in handling unruly or trespassing public

xx. Maintain daily logs and writes daily reports, incident reports, and non-employee injury reports. Incident reports shall be on a pre-approved County form

xxi. Provide escort services to County employee's and visitors as required for (Domestic Violence related cases escorts are not provided, Law Enforcement should be notified.)

xxii. Maintain a professional atmosphere within areas of assignment

xxiii. Shall not read newspapers, magazines, religious materials or any other non-work related items while providing services to the County. In addition newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each officer to ensure at the start of each shift that this policy is followed. (e.g., they need to be sure that there are no newspapers, unauthorized reading materials, Televisions, Radios, CD or MP-3 players or any other unauthorized items in the area of the post) because officers will be held responsible and Liquidated Damages will be assessed.

xxiv. Shall not use County telephones for calls of a personal nature without prior approval of the Building Manager or Facility Contact in each instance. Personnel cellular telephones should not be used on post except for emergency calls only these calls should be of short duration. If it is found that Security Officers are using personal cellular phones, officers will not be allowed to bring in their phones on the post.

Security/Screening Officers assigned to work at Seaport shall perform the following additional tasks:

i. Monitor and secure all access points as identified by the POM Facility Security Plan (FSP), and as assigned by the County Contract Administrator or designee

ii. Search or inspect vehicles, persons, bags, deliveries, articles, or packages entering the facility as specifed in Post Orders

iii. Deny access to those refusing to submit to security verification at a point of access and referring persons refusing to comply to appropriate law enforcement personnel for investigation and follow-up

iv. Restrict access to POM Restricted Access Areas (RAA) to only authorized and essential personnel

v. Enforces parking procedures and control the movement of vehicles within POM

vi. Inspect fences or other barriers to ensure soundness of POM RAA perimeters

vii. Escort visitors, contractors, vendors, and other non-facility personnel through the POM as required

viii. Operate equipment (e.g., metal detectors, x-ray, hand wands) to assist in screening persons, personal effects, ships' provisions, non-containerized cargo, and vehicles.

ix. Conduct 100 percent screening of vehicles making deliveries of provisions to vessels in accordance with the Maritime Transportation Security Act of 2002, as detailed in the 33 CFR Part 105, and published United States Coast Guard Navigation and Vessel Inspection Circulars.

x. Control and restrict access of non-credentialed POM visitors.

xi. Monitor the movements of persons, vehicles, and cargo throughout POM to ensure compliance with local, state, and federal seaport security regulations.

xii. Operate closed-circuit television and access control systems.

xiii. Patrol parking lots, terminals, business premises and cargo areas to prevent

unauthorized entry and detect violations of established security regulations and procedures.

xiv. Stand guard at gate entrances and permits entrance to only authorized persons and vehicles; prevents unauthorized persons from entering restricted areas.

xv. Stop suspicious persons in restricted areas and questions identities and nature of activities

xvi. Maintain logs of vehicles and persons entering security areas; checks identification; dispenses and collects passes

xvii. Control and direct traffic using the seaport road network to expedite the flow of traffic with maximum safety

xviii. Summon law enforcement officers and assists in investigations, arrests and emergencies

xix. Operate mobile radio equipment, intercommunication devices and patrol vehicles

xx. Prepare incident reports and logs in accordance with departmental rules, regulations and procedures

xxi. Perform related work as required

6.3 SPECIAL EQUIPMENT

(A) The Contractor may be required to provide licensed and insured motor vehicles, off-street motorized carts, and bicycles at an additional cost. Such posts or duty assignments shall be requested as needed and, where appropriate, the Contractor shall receive additional compensation. The Contractor shall comply with insurance requirements as specified in Article 10 of the Contract and the insurance shall be sufficient to cover all operations and use of such equipment.

(B) The Contractor may also be required by the County Contract Administrator to provide Security/Screening Officers equipped with specialized equipment including, but not limited to, Revolvers, Hand Wands at no additional cost to the County.

6.4 CHANGES IN ASSIGNMENT

The County Contract Administrator or designee may, at anytime, by written or verbal instruction, make changes to existing service. These changes may include but not limited to scheduling changes, increases or decreases in the hours or type of services, and modifications in special equipment requirements. Should the change require the institution of Electronic Screening services at a Tier 1 facility that did not previously require such services, and for which the Electronic Screening is required on a more or less permanent basis–as determined by the County Contract Administrator or designee–then that facility will be removed from the Tier 1 Sector to which it is assigned, and reassigned to the Tier 2/3 Sectors providing service to that area. Likewise, should Screening services be removed from a facility, that facility will be reassigned from the designated Tier 2/3 Sectors to the appropriate Tier 1 Sector.

6.5 NOTICE OF EXTENDED HOURS/NEW ASSIGNMENTS (OVERTIME)

Changes are frequent in Security/Screening Officer coverage's, both in hours of duty and at new locations. The County will attempt to give the Contractor twelve (12) hours of notice for new assignments. If it is not possible to give 12 hours of advance notice, the County will pay overtime coverage (1½ times the normal billing rate) for the first twenty-four (24) hours of the new assignment. In consideration of this overtime coverage, the Contractor shall provide a Security/Screening Officer within four (4) hours notice. Failure to provide services may result in Liquidated Damages and/or a

Contractor Non-Performance.

6.6 INABILITY TO PROVIDE ADDITIONAL REQUESTED SERVICE

The Contractor shall provide additional services when requested, however if the Contractor is unable to provide these services requested, then the Contractor shall notify the County verbally immediately and in writing (within 24 hours of request) with a detailed explanation for inability of the requested services. If the Contractor refuses to accept the additional requested services the Contractor may forfeit its rights to be awarded additional services under this Contract at the discretion of the County Contract Administrator or designee. The County, at the County's sole discretion, may award the new assignment to another Contractor providing similar services to the County. Upon placement of such an assignment (working out of awarded Sector) the Contractor who is placed out of Sector may continue, at the County's discretion, to provide the requested service on a permanent basis, unless removed by the County Contract Administrator or designee.

6.7 LIMITATION ON EMPLOYEE-HOURS AND ASSIGNMENTS

No employee of the Contractor assigned to the Contract shall provide more than twelve (12) hours of service, including all break periods, on one or more Contracts administered by GSA Security Management in twenty-four (24) hour period, unless the work periods are separated by an eight (8) hours non-duty period. This limitation may be waived by the County Contract Administrator and in emergency situations that are beyond the control of the Contractor, (e.g., weather conditions, civil disturbances, natural disasters, etc.) preventing the next shift from getting to the post. Each occurrence will require an individual waiver provided by the County Contract Administrator or designee.

6.8 POST ORDERS

Post Orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Officers of the Contractor employed under this Contract shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Post Orders define the basic work to be performed by Security/Screening Officers at the facility. The County will provide generic Post Orders to the Contractor. The Contractor shall meet with Building Manager or Facility Contact to develop site specific Post Orders. These site specific Post Orders shall be approved by Building Manager/Facility Contact and GSA Security Management before the Contract start date. Once established, the Contractor shall assure that yearly updated copies are available for the duration of Contract including any extensions or renewals thereof. The Contractor shall check each post quarterly for updated Post Orders. Failure in this area may result in a Liquidated Damage and/or Contractor Non-Performance. Post Orders may include, but are not limited to, the following:

A) Facility/Building information (e.g., operating hours, chain of command)

B) Building rules and regulations

C) Operation of equipment

D) Roving patrol routes, schedules, and duties

E) Vehicular traffic control

F) Access control procedures

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G) Emergency response procedures

H) Security and fire control/alarm systems

I) Hazardous conditions, inspection/reporting

J) Response to emergencies, (e.g., fires, injury, or illness, etc.)

K) Procedures for raising, lowering, and half-mast U.S. and other flags

L) Safeguarding persons and property

M) Minimum number of hours for site orientation training

NOTE: The Contractor shall emphasize to its personnel, assigned to provide service to the County, that general orders to "Protect County Personnel and Property" supersede all Post Orders.

6.9 RELIEF/BREAK PERIODS

Security/Screening Officers shall not leave the assigned posts at the end of a shift until relieved by duty personnel assigned to the following shift, if such a shift is scheduled, or unless specifically authorized by County Contract Administrator or designee. The Contractor shall provide breaks as required by Federal and Florida State law. The employees who are on a break period shall remain at their assigned post unless relieved by a properly trained relief. Any violations of this procedure may result in removal of the employee from working on the Contract and/or may result in Liquidated Damages.

6.10 EMERGENCIES

The Security/Screening Officers may be diverted by the County Contract Administrator or designee from their normal assignment to meet emergency situations, special duty assignments or increases in Federal Maritime Security (MARSEC Levels). When the personnel diverted are no longer needed for the special work assignments, they shall return to their normal assignments. No additional cost shall be charged to Miami-Dade County for such diversion, and the Contractor shall not be penalized for the normal daily work not completed due to the emergency. Incidents of this nature shall be reported in accordance with procedures outlined in the facility Post Orders.

6.11 ADHERENCE TO LAW

The Contractor shall adhere to all Federal, State, and Local laws that apply to the provisions of Security/Screening Officers services under the Contract, as well as those laws that regulate the general public. This shall include, but not be limited to, compliance with Federal Tax laws (e.g. payment of Federal Withholding Taxes) State of Florida Unemployment Taxes, Worker's Compensation, Federal Wage and Hour regulations, Living Wage Ordinance and other applicable Laws and Regulations. Failure to comply will result in Non-performance and/or removal from the Contract.

A) If a Security/Screening Officer, Supervisor, Contractor Field Supervisor, Project Manager or other Principal of the Contractor is arrested, GSA Security Management shall be notified within twenty-four (24) hours of the arrest. Failure to follow this procedure will result in Liquidated Damages as stated in Section 6.23 (A) (iii) (b). Proper notification will consist of the following:

   i. Phone call to the County Contract Administrator; if not available, then to

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Security Operations Center

ii. Followed by a fax sent to the County Contract Administrator

iii. Followed by a fax to the Security Operations Center

B) If said person is a Security/Screening Officer, Site Supervisor, Field Supervisor or Project Manager, then they will be removed immediately from the Contract, until reinstatement has been approved by the County Contract Administrator or designee.

C) It is the Contractor's responsibility to make certain that all of its personnel are aware of this provision and take the necessary steps to ensure compliance.

D) The Contractor and its employees shall not release any POM Facilities Security Plan information contained in Post Logbook, Post Orders, or other Contractor documents and reports, to any person or organization without the written authorization of the POM Director or designee. Information contained in such documents will be treated as Security Sensitive Information and contain the following statement: WARNING: THIS DOCUMENT CONTAINS SENSITIVE SECURITY INFORMATION THAT IS CONTROLLED UNDER THE PROVISIONS OF 49 CFR PART 1520. NO PART OF THIS DOCUMENT MAY BE RELEASED WITHOUT THE WRITTEN PERMISSION OF THE UNDER SECRETARY OF TRANSPORTATION FOR SECURITY, WASHINGTON, DC 20590. UNAUTHORIZED RELEASE MAY RESULT IN CIVIL PENALTY OR OTHER ACTION. FOR U.S. GOVERNMENT AGENCIES, PUBLIC AVAILABILITY TO BE DETERMINED UNDER 5 U.S.C. 552.

6.12 POLYGRAPH EXAMINATION

The County reserves the right to require any of the Contractor's personnel to submit to a polygraph examination as deemed necessary by the County Contract Administrator or designee. The Contractor shall pay the costs for the examination. If the employee refuses to submit to the examination or fails the examination, the employee shall not provide service to the County under the Contract. All employees involved in an investigation shall complete a polygraph examination, upon request, as soon as possible but no later than five (5) working days from the date of request. The Polygraph Examiner shall be approved by the County Contract Administrator or designee.

6.13 SECURITY/SCREENING OFFICER ROTATION

The County reserves the right, at the discretion of the County Contract Administrator or designee, to transfer personnel of the Contractor working on the Contract, as well as rotate specific hours or location of Security/Screening personnel at a time interval specified by the County.

6.14 REMOVAL OR APPROVAL FOR CONTRACT

The County reserves the right to interview any prospective employee of the Contractor before that person is assigned to a County post. The County may reject any proposed Officer/Supervisor/Contractor Field Supervisor as deemed in the County's best interest. The County reserves the right to have the Contractor relieve any employee of the Contractor from a duty assignment, and/or bar the employee from further service under the Contract at the discretion of the County Contract Administrator or designee.

6.15 PROGRESS MEETINGS

The County may hold mandatory meetings, at the discretion of the County Contract Administrator or designee, for the purpose of discussing issues relevant to the performance and/or administration of the services provided by the Contractor. The County Contract Administrator or designee reserves the right to call meetings at any time during the Contractual period by notifying Contractor. The Contractor's Project Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Contract Administrator or designee unless specifically waived by the County Contract Administrator or designee.

6.16 TRAINING REQUIREMENTS

The County will reimburse the Contractor at an hourly rate equal to the current Living Wage for all trainings **mandated by the County Contract Administrator or designee**. The County may chose not to reimburse, at the County's sole discretion, if employee turnover rate for the Contractor is high. The Contractor shall pay its personnel a minimum of current living wage, as established by living wage ordinance, during all trainings mandated by the County Contract Administrator or designee.

A) Employee Orientation Training

Miami Dade County will administer a mandatory Employee Orientation Program for Contractor's personnel assigned to the Contract. Said Employee Orientation Training length and content will be solely determined by the County Contract Administrator or designee.

Upon completion of Employee Orientation Training, the Contractor shall submit invoices for all personnel, who attended said training, as specified in Section 8 (i).

B) Site Orientation Training for Security/Screening Officers

The Contractor shall provide a mandatory site orientation training to all security/screening officers as specified in site specific post orders. Said training shall be conducted by a Contractor's Project Manager, Contractor Field Supervisor or Site Supervisor. Trainees shall not to be in an "active duty" status and may not be placed on duty at that site until said training has been completed. This training shall be conducted at each individual site to which the Security/Screening Officer is assigned. The measure of success for the training will be the effectiveness with which the trained employee is able to perform post duties. The County shall be the sole assessor of the effectiveness of the training. The Site Orientation Training shall consist of the following:

i) General and specific orders for the facility
ii) Policy and specific procedures for responding to emergency alarms, bomb threats, or incendiary devices etc in the facility
iii) Procedures for access control and operation of the security system within the facility
iv) Procedures for operation of the fire alarms, fire control system, and fire-fighting equipment

C) Job Enrichment Training

The County reserves the right to mandate job enrichment training for some or all employees of the Contractor. The training curriculum and length shall be determined by the County at a later date.

D) Advancement Training

Personnel may become eligible for the next level of security officer by successfully completing a comprehensive security officer course of study. The course curriculum and length shall be determined by the County at a later date. Subsequent to the successful completion of the required courses, said security personnel shall appear before an oral evaluation board as prescribed by and at the sole discretion of the County. All related cost for the training shall be the responsibility of the Contractor and shall not be passed on to the employee. **The County will not reimburse Contractor for advancement training.**

E) Evaluation of Training

The County Contract Administrator or designee will evaluate the quality and completeness of training provided by the Contractor to all personnel. Evaluations will include, but not be limited to, reviews of techniques and methods of instruction, quality of instructors, motivation, adequacy of classroom and supportive adjunct training materials, test content, and individual Security/Screening Officers' retentiveness. The County Contract Administrator or designee reserves the right to create, revise or mandate all training provided to personnel assigned to the County. Any changes to the training provided by the Contractor shall be reviewed and approved by the County.

All formal training shall be administered (e.g., taught, presented) by persons who have been expressly approved on an individual basis by the County Contract Administrator, or designee. All classroom instructors shall be appropriately certified and licensed by an accredited licensed institution of learning or governmental educational certification body, or by documentation that the individual has sufficient experience with the subject matter to instruct students in an authoritative, practical, and current manner. Resumes for potential instructors shall be submitted to the Miami-Dade County prior to the start of training for approval.

The Contractor shall provide a copy of the proposed course of instruction with all materials for review and approval to the County Contract Administrator or designee before Contract start date. Representatives of the County Contract Administrator may visit training classes without notice to monitor the training.

F) Firearms Training

The Contractor shall employ a state-licensed firearms training instructor to develop and maintain an ongoing firearms program to meet or exceed the required State of Florida licensing statutes and standards. Contracted instructors will not meet this requirement; this instructor shall be directly employed by the Contractor.

G) Training for Screening Operations

i) Course of Instruction

A copy of the proposed course of instruction that follows either the TSA or U.S. Marshals courses shall be provided for review and approval before the contract start date. Representatives of the County Contract Administrator may visit training classes without notice, to monitor this course.

ii) Hands-on Equipment Training

All personnel employed to provide screening services to the County shall receive a minimum of 40 hours experience, before working on an "active duty" status within the County, in actually working at weapons-screening location, with an X-ray, metal detector and hand wand.

H) Special Training

The Contractor shall have qualified staff to provide personnel training in the Maritime Transportation Security Act requirements, 33 CFR Part 105 and Florida Statute 311.12. This training shall encompass POM-specific safety and security rules, as well as Miami-Dade County Ordinances, Chapter 28A, and customer service issues.

In accordance with Florida Statute 311.12, Seaport Security Standards, training of Project Manager, Field Supervisors, Site Supervisors, and Security/Screening Officers shall include the following:

i. Patrol methods
ii. Report writing, log and record keeping
iii. Identification of security problems and specific areas of trouble
iv. Cargo handling and cargo documentation handling
v. Federal security procedures (DOD 5225.22M) U.S. Customs, INS, U.S. Coast Guard requirements
vi. State procedures (including Port Authority)
vii. Local police procedures
viii. Hazardous materials transport and hazardous materials response
ix. First aid
x. Use of force and weapons
xi. Explosives, nuclear, biological, chemical agent response
xii. Terrorism response procedures and
xiii. Labor unrest

In accordance with 33 CFR 105, training of Project Manager, Field Supervisors, Site Supervisors, and Security Officers shall include the following:

i. Knowledge of current security threats and patterns
ii. Recognition and detection of dangerous substances and devices
iii. Recognition of characteristics and behavior patterns of persons who are likely to threaten security
iv. Techniques used to circumvent security measures
v. Crowd management and control techniques
vi. Security-related communications
vii. Knowledge of emergency procedures and contingency plans
viii. Operation of security equipment and systems
ix. Testing, calibration and maintenance of security equipment and systems
x. Inspection, control and monitoring techniques
xi. Relevant provisions of the Facilities Security Plan
xii. Methods of physical screening of persons, personal effects, baggage, cargo and vessel stores
xiii. The meaning and consequential requirements of the different MARSEC Levels

Upon inspection, the Contractor's personnel shall exhibit the knowledge and capability to exercise the duties required by the FS 3311.12, Seaport Security Standards.

Procedures shall exist for periodic inspection and testing of Security/Screening Officers to

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ensure continued capability. Procedures shall exist for periodic instruction to continually update and upgrade, as appropriate, the training of all personnel including Security/Screening Officers.

The Contarctor shall provide a copy of the proposed course of instruction with all materials for review and approval to the County Contract Administrator or designee before Contract start date. Representatives of the County Contract Administrator will visit training classes without notice to monitor this course.

l) Training for Contractor Field Supervisors

i) In compliance with all other Contract stipulations requiring that a Contractor Field Security/Screening Supervisor be fully qualified and capable of staffing a post the said Field Supervisors shall have met or will meet all Basic Instructional Training requirements prior to providing service to the County.

ii) Contractor Field Supervisors shall be provided sufficient on-site post instruction and provide Site Orientation Training (SOT) to Security/Screening Officers assigned to posts within the supervisor's span of control or shift of duty.

iii) In addition to the above base requirements for training, the Contractor shall provide to all Field Supervisors a minimum of eight (8) hours total of classroom instruction in the development of management and supervisory skills, as outlined below. The classroom instruction component shall include a fifty (50) question test, and shall require a minimum passing score of 75%:

- Supervisory responsibilities
- Training skill development
- Leadership development
- Authority and control
- Effective communication
- Handling complaints and grievances
- Management skills for supervisory personnel
- Time management
- Motivation
- Ethic
- GSA Security Management/Contract Supervisors relationship

The County may, at the sole discretion of the County Contract Administrator, administer training or testing of personnel assigned to the Contract.

6.17 LOCAL MANAGEMENT OFFICE

The Contractor shall have a local management office in Miami-Dade County. The County reserves the right to inspect the office at any time. All records pertinent to administration and management of the Contract shall be maintained at local office and are subject to inspection by the County at any time.

The Contractor shall maintain, at a minimum, the following documents at the local management office:

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A) Financial records: invoices, employee payroll and other associated backup documentation

B) FCC License

C) Log Books

D) Incident Reports

E) Quality Assurance Plan

F) Employee Personnel File
Required documents shall be placed under the same section/tabs in each employee's file. False statements or falsification of any of the documents required by the County will result in Liquidated Damages and/or filing of a Non-Performance. The Contractor shall maintain a copy of all disciplinary actions taken by the Contractor against its personnel, assigned to provide services to the County, for all infractions committed under the contract. A copy of said violations shall be placed into the employees personnel file. These files shall contain copies of but not limited to the following documents:

i) FDLE and National Criminal background check which shall be updated on a yearly basis
ii) Medical examination, including drug test results, which shall be updated, on a yearly basis and psychological results
iii) Training test results along with a copy of their test
iv) Proof of education and experience
v) State Security Officer licenses "D", "G" and "DI" as applicable
vi) Employment application and verifications of prior employment
vii) Polygraph examinations reports, as applicable
viii) Proof of certification for Law Enforcement experience
ix) A copy of DD-214 Long form for Military and Coast Guard experience
x) A copy of a valid State of Florida Drivers license
xi) A copy of a five (05) year Drivers history
xii) Proof of Citizenship, Resident Alien card or Work Permit

6.18 CONTRACTOR-FURNISHED ITEMS

Working Materials
The Contractor shall provide all working materials necessary for proper performance including, but not limited to, items such as bound log books, with preprinted consecutive numbered and lined pages, notebooks, pens, and pencils. The Contractor, at no additional charge to the County, shall supply these materials, unless otherwise specified by the County Contract Administrator or designee.

6.19 COMMUNICATION SYSTEM

A) Handheld Radios
Two-way handheld radios, licensed for use by the FCC, shall be provided by Contractor to on-duty personnel. In addition, one (1) radio shall be issued by the Contractor to the Security Operations Center (SOC) and additional radios may be requested, at no additional charge, at the discretion of the County Contract Administrator.

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B) **Central Dispatch Center**

Please refer to Section 2 (B).

The Central Dispatch Center shall have a back-up electrical generator power capacity to ensure essential operational functions as to sustain communications with the Security/Screening Officers and the County.

The Dispatch Center shall be staffed by experienced personnel twenty-four (24) hours a day, seven (7) days a week. Contractor's personnel available at the Central Dispatch Center shall have the ability and authority to take immediate action on behalf of the Contractor, as required. This station shall have a complete roster of all Security Officers assigned to County posts and hours to be worked. They shall also be able to make contact with Contractor's management twenty-four (24) hours a day, seven (7) days a week. Failure to comply with any of these requirements constitutes a material breach of the Contract, and may result in Liquidated Damages and/or a Non-Performance as specified in Section 6.23. Contractor's dispatch center is subject to unannounced inspections by the County at anytime.

C) **System Quality**

Radio communications among system users (e.g., all County and Contractor personnel) shall be strong and clear at all times ("five by five"), both transmitting and receiving. The Contractor shall provide and maintain required system quality, as follows:

i. Contractor shall use a network of repeaters of sufficient strength and capacity to service all facilities/buildings included in the Contractor.

ii. The Contractor shall ensure that the speed and quality of radio communications is not detrimentally impacted by on-air congestion. The Contractor should select a channel, i.e. frequency that is not overloaded with non-Contract users.

iii. The Contractor shall implement a program of maintenance and repair for all equipment to be used in providing services to the County. Such a program shall ensure the optimum performance of all equipment at all times, thereby allowing the system to meet the service requirements and quality standard specified in the Contract.

iv. The Contractor shall have a sufficient number of spare radios, chargers and charged batteries in stock to provide for those that are inoperative in the field or in the repair shop. Malfunctioning radios shall be replaced within four (4) hours.

v. The Contractor shall ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It may be necessary for the Contractor to implement a system by which fresh batteries, or charger radios, are delivered to the posts in order to meet this requirement. Wherever possible, the County may provide safe storage and electric power (for charging).

D) **County Evaluation of Communications System**

The County reserves the right to evaluate the Communication System at any time during the term of the Contract including any extensions or renewal thereof. Should there be a deterioration of performance during the term of the Contract, and the Contractor is unable

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or unwilling to make necessary improvements, the County may terminate the Contract. The County shall be the sole judge of the adequacy of radio communications.

6.20 UNIFORMS AND EQUIPMENT

A) Requirements

The Contractor shall ensure that, at all times while in uniform, all personnel shall be fully equipped and wear complete County-approved uniforms including uniform jackets with required patches that are sewn on and name tags. All personnel shall wear uniforms whose color and style have been approved in advance by the County Contract Administrator. All personnel providing service to the County may be required to wear the same color and style of uniform, distinguished only by Contractor's identification patches (see below). Uniforms do not have to be new, but shall be in good condition and meet contractual standards. Said uniforms shall consist of the following items:

i) **Standard Uniform for all levels of Security Officers, Contractor Field Supervisor and Site Supervisor** shall include:

a) Trousers, all-season weight

b) Shirt/blouse, short or long sleeve

c) Belt – solid black

d) Duty Belt (Mixson style)

e) Socks – solid black

f) Shoes – solid black Patent Leather or Corofram, no high heels, no platform shoes and no sneakers or tennis shoes.

g) Shoulder patches to indicate the name of the Contractor shall be sewn on and worn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor shall be worn or displayed on the uniform except hat.

h) Nametags to be worn over the right shirt pocket

i) Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with Contractor's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the Contractor along with company patch sewn to the jacket

j) All personnel shall wear clean, pressed uniforms at all times while on duty at a County Post.

ii) **Standard Uniform for Screening Officers and Screening Site Supervisor** shall include:

a. Trousers-solid grey

b. Collared shirt- sold white

c. Necktie

d. Belt-solid black

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e. Blazer-solid blue

f. Socks-solid black

g. Shoes-solid black Patent Leather or Corofram, no high heels, no platform shoes and no sneakers or tennis shoes

h. Shoulder patches to indicate the name of the Contractor shall be sewn on the blazer according to Florida Statute 493.6305

i. Nametags to be worn over the right shirt pocket

j. Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Screening Officer, and marked with Contractor's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the company along with Contractor's patch sewn to the jacket.

k. All personnel shall wear clean, pressed uniform at all times while on duty at a County Post.

iii) **Specialized Uniforms** may be worn at certain sites/posts with prior approval of the County Contract Administrator or designee, and may include the following:

a) Polo style shirt with long pants

b) Polo style shirts with shorts, solid black sneakers or boots (High Tech type, Bike Patrol uniform) baseball cap with company logo on the front

c) Overall, Coveralls (Jumpsuits)

d) Company photo I.D. badge to be worn on uniform shirt in plain view at all times while on duty

e) Jackets worn during cold weather are to be issued by company along with company patch.

f) Long sleeve shirts with neckties

g) Blazers or Suit Jackets with company logo (Court Security Officer)

iii) **Personnel Equipment for Security Officers**

Except as specifically noted, or provided for the Contract, Security Officers shall be equipped at all times while on duty with the following items:

a) Handcuffs and Key

b) Flashlight; heavy-duty (2 or more D-cells)

c) Two-way radio, licensed for use by the Federal Communications Commission (FCC) and meeting all requirements as specified in Section 6.19.

d) In addition to the above, armed Security Officers shall be equipped with a .38 special 4" barrel revolver or 9mm semiautomatic pistol of a reputable manufacturer (e.g., Smith & Wesson, Colt, Ruger or Taurus), and ammunition that meets State statutes. The Security Officer shall also be issued an ammunition pouch and a minimum of eighteen (18) or fifteen (15) rounds according to the weapon's ammunition capacity. The Security Officer shall utilize a weapons triple retention holster compatible with the firearm, uniform and other equipment. The holster shall be worn on the duty belt. All armed

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security personnel shall be provided training for triple retention holster.

e) Mace in accordance with State statutes and officer shall be certified as per Florida State Statues

f) Expandable Baton (e.g.-ASP) in accordance with Florida Statutes and officer shall be certified as per Florida State Statutes

All personnel shall not carry any unauthorized equipment such as chemical agents, concealed weapons, personal radios, or other items not approved by the County Contract Administrator or not included in the Contract.

iv) **Vehicular Equipment**

Security Officers may be required by the County to operate licensed and insured marked motor vehicles in order to supervise different posts, move between assignments, or to conduct vehicular patrols of an area. Likewise, they may be required to operate off-street motorized carts in order to conduct vehicular patrol of an area. Other means of transportation e.g.-boats, bicycles, horse, etc. will be considered on a post-by-post basis for possible use. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor as well as specialized bike training class with a minimum of eight (8) hours. The County Contract Administrator or designee shall approve vehicle types, color, markings, lights, and other features. Any personnel assigned to a post where he/she will be operating a motorized vehicle to include a golf cart shall have a valid Florida driver's license.

v) **Minimum number of Uniforms and Equipment for Security Officers**

In order to ensure that all on-duty Security Officers are fully equipped and meet contractual standards for neatness and appearance, the Contractor shall issue to each employee, and maintain throughout the term of the Contract, uniforms and equipment in the following minimum numbers as specified below:

a) Trousers, three (3)
b) Shirts/blouses, five (5)
c) One (1) set of all other uniform components as specified
d) Cold weather jacket (1)
e) Raincoat (1)
f) Duty Belt (1)
g) Handcuffs and Key (1)
h) Firearm, if applicable (1)
i) Ammunition Pouch (1)
j) Eighteen (18) or Fifteen (15) rounds of Ammunition, as applicable
k) Mace (1)
l) Expandable baton (1)

vi) **Minimum number of Uniforms and Equipment for Screening Officers**

In order to ensure that all on-duty Screening Officers are fully equipped and meet contractual standards for neatness and appearance, the Contractor shall issue to each employee, and maintain throughout the term of the Contract, uniforms and equipment in the following numbers:

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a) Trousers, three (3)
b) Shirts/blouses, five (5)
c) Two (2) sets of all other uniform components as specified (e.g. Blazers and Ties)
d) Handcuff and Key (1)
e) Firearm, if applicable (1)
f) Ammunition pouch (1)
g) Eighteen (18) or fifteen (15) rounds of ammunition, as applicable

B) Radiation Detection Badges

The Contractor shall remain in full compliance throughout the term of the Contract, with all State of Florida Regulations related to the control of radiation, including Radiation Detection badges, as outlined in Chapter 10 D-91 of the Florida Administrative Code.

C) Maintenance Of Uniforms And Equipment

The Contractor shall assure that Security/Screening Officers maintain a clean neat, well kept appearance in accordance with the Contractual standards (e.g. pressed uniform, polished shoes, etc.). The Contractor shall maintain and replace uniforms, as necessary. Likewise, all equipment used by the Contractor, provided by either party, shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear which may constitute a hazard to any person on County property.

D) Uniforms Costs

The Contractor shall be responsible for the quantity and quality of uniforms and other required personal equipment used by its personnel in providing services to the County. The Contractor shall provide, at no cost to its personnel, all uniforms and equipment to ensure that contractual standards are met.

6.21 WEAPON SAFETY

The Contractor shall issue to its Security personnel a company issued Firearm. In no circumstance will Officer's personal weapons be acceptable as the Officer's duty weapon in providing service to the County. The Contractor shall observe the following safeguards regarding the use of firearms at all County facilities/buildings. This includes, but is not limited to, the distribution of the following safeguards to all Security Officers on post and the inclusion of these safeguards in all training courses:

A) Firearms shall <u>not</u> to be removed from their holsters for any reason except to be used in life-threatening situations or for inspection by County Contract Administrator or designee. Gun Belts shall be worn properly at all times except during restroom breaks. Violations of these policies may result in immediate removal from County contract and criminal prosecution, as warranted.

B) At no time will firearms (including gun belts and ammunition) be stored or left unsecured at any County site.

C) Firearms shall not to be cleaned at County facilities <u>at any time</u>.

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D) Unauthorized weapons, holsters, and ammunition are expressly prohibited.

E) Armed Security Officers and Supervisors who do not have in their possession a current gun license shall be immediately removed from standing post at the County facility.

F) Loss, theft, use, or misuse of weapons shall be reported immediately to GSA Security Management.

G) Armed Security Officers shall follow guidelines as set forth all in FSS Chapter 493.

6.22 QUALITY ASSURANCE PLAN

The Contractor shall establish and maintain a Quality Assurance Plan (QAP) to ensure that all requirements stated in the Contract are met. Changes to this plan during the term of the Contract shall be transmitted to the County Contract Administrator or designee as they are made. The plan shall include, but not be limited to, the following:

A) QAP Contractual Review Plan

The Contractor shall provide for the periodic review of all contractual requirements and services as identified in the Contract and related contractual documents (e.g., Post Orders, Quality Assurance Plan). The plan shall identify the activities to be inspected on both a scheduled and unscheduled basis, how often and in what manner the inspections will be accomplished, and the name and rank of personnel who will perform the inspections.

B) Corrective Action Procedures

The Contractor shall have established procedures to respond to and correct deficiencies in service that may have been identified by the County Contract Administrator or designee. The Contractor will be provided a time frame in which the corrective action shall be completed. If the Contractor is unable to complete the corrective action within the prescribed time allotted by the County Contract Administrator or designee, then the Contractor may submit a written request for an extension of time. Failure to complete any corrective action within the prescribed time on the part of the Contractor will result in Liquidated Damages and/or a Vendor Non-Performance.

6.23 FAILURE TO PERFORM

A) Liquidated Damages

The Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The County, at its sole discretion, will determine the damages arising from such failure. The County Contract Administrator's or designee's assessment of all Liquidated Damages will be final. The County will accomplish this by deducting the amount of the liquidated damages from subsequent payments due for service rendered by the Contractor. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of Liquidated Damages. Subsequent violations will result in a Vendor Non-Performance. Any of these violations may result in Contractor's personnel being removed from the post and/or Contract at the request of the County Contract Administrator or designee.

A written notice of a violation and intent to impose liquidated damages shall be provided to the Contractor in the form of an Infraction Report. Infraction Reports shall be issued to the Contractor promptly by the County Contract Administrator or designee, in order to afford the Contractor time to notify the County of extenuating circumstances.

The 1st infraction may result in Liquidated Damages of $100.00, the 2nd infraction $200.00, the

3rd and subsequent infractions $300.00; (Unless a Special Violation, in which case the 1st infraction will be $500.00, the 2nd infraction $1000.00, 3rd infraction $1500.00). The graduation of Liquidated Damages will occur with the involvement of the same facility, Contractor's personnel and a pattern of the same incidents at multiple posts (e.g. no radios, lack of supervision, etc.). Any violations committed by Contractor's personnel will result in the suspension or removal from duty of said personnel at the discretion of the County Contract Administrator or designee. Violations that may result in the assessment of Liquidated Damages include, but are not limited to, the following;

i) Contract Personnel Violations

a. Late for duty
b. Sleeping on duty
c. Failure to follow post orders
d. Abandoning post
e. Inappropriate Behavior
f. Improper or badly soiled uniform
g. Failure to conspicuously display on person Security officer licenses (D & G), Company ID or Aviation ID card when assigned to airport
h. Failure to make report
i. Improper clock rounds
j. Improper State licensure (e.g. not on person, expired)
k. Improper records, reports or logbook
l. Improper reading materials other than work related (e.g., newspapers and magazines)
m. Improper audio/video devices other than work related
n. Unauthorized visitors on post
o. Not signing in or out in logbook
p. Vehicle irregularities
q. Post opened or closed late
r. Personal phone use
s. Failed to report for duty
t. Health deficiencies

ii) Administrative Violations

a. Improperly or insufficiently equipped
b. No radio or inoperative radio
c. No vehicle or inoperative vehicle
d. No weapon or ammunition violation
e. Inadequate writing skills
f. Inadequate training
g. Lack of contract supervision.
h. Excessive hours on duty (not approved in advance by GSA)
i. Violations of local, State, or Federal laws, Regulations, or Ordinances
j. Failure to provide Security/Screening Officers for "special requests" assignment after making commitment
k. Criminal records check not complete/or hired
l. Contractor personnel with criminal records

m. Difficulty in speaking or understanding English, and/or being understood by others
n. Failure to have current Post orders on site
o. Invoicing Discrepancies or Inaccuracies
p. Contract Section Violations

iii) Special Violations

a. Reassignment of any personnel previously suspended or removed from duty by the County
b. Failure to notify the County of an arrest of personnel within time frame as specified in Section 6.11
c. Improper internal employee fines or wage practices
d. False or Misleading Statements by Contract personnel
e. Deduct money from an employee's paycheck as a result of Liquidated Damages

Note: The Contractor shall NOT pass along to its personnel any liquidated damages assessed for infractions on the Contract. Violations will not only result in Liquidated Damages, but constitute a Violation of the Living Wage Ordinance and may be subject to additional punitive action.

B) Non-performance Actions

Continuing patterns of contractual violations, or the commission of an especially egregious violation, may warrant the filing of a Vendor Non-Performance Action by the County Contract Administrator or designee. In such circumstances, the Contractor will receive copies of such actions, and will be given the opportunity to respond, in accordance with County Non-Performance procedures. Upon documentation of Non-Performance Actions, the County Contract Administrator or designee may take actions (beyond the imposition of Liquidated Damages) that may include the following but are not limited to:

i) Suspension and/or Loss of Post(s)

Repeated violations of any type or a particularly serious violation at the same facility or facilities may be taken as proof that the Contractor cannot properly handle that location or locations. In such situations, the County Contract Administrator or designee may remove the Contractor from the facility/post and reassign the facility/post to another Contractor assigned, either temporarily (suspension) or permanently. Similarly, new or existing posts may be assigned to a different Sector Contractor in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing Contractor.

ii) Loss of Sector and Debarment

A continuing pattern of frequent and/or egregious violations at multiple facilities, or repeated actions by the County Contract Administrator or designee to suspend and/or remove the Contractor from Sector posts may be taken as proof of a general incompetence on the part of the Contractor to perform in accordance with the contractual requirements. In such circumstances, the Contractor may be placed on contractual probation, removed from the Contract and/or debarred from doing business with the County.

6.24 COURT APPEARANCES

The Contractor's personnel may be required to testify in various judicial proceedings on behalf of

the County. These personnel shall coordinate all Contract-related court appearances with the County Contract Administrator or designee when such appearances are required. Any Security/Screening Officer required to make a court appearance shall be remunerated by the Contractor at the same hourly rate as would be earned while on duty under the Contract, and the Contractor shall in turn be remunerated by the County at the stipulated billing rate. The Contractor shall invoice for the actual hours the Security/Screening Officer spent at court, regardless of whether or not his/her testimony was used and/or provided. (Court delays are common, and multiple appearances by the testifying Officer may be required). A copy of the original subpoena shall be submitted with the invoice. Contract-related Court testimony on behalf of the County shall take priority over all other scheduled duties, and the Contractor shall coordinate with the County Contract Administrator or designee to ensure that this is done with no impact to daily operations. Personnel scheduled to testify on behalf of the County due to their Contract related duties shall appear for court testimony in full uniform, but without weapons/firearms.

6.25 INVOICING DISCREPANCIES

It is the County's intent to ensure that all invoices are processed and paid according to a Contract with the correct hours and rates reflected. It is the Contractor's responsibility to review and ensure that the invoicing submitted to the County accurately reflects the hours worked and applicable billing rates. Any invoices submitted for payment or correction after ninety (90) days from the service date will not be honored; furthermore, the continued submittal of duplicate invoices or previously processed invoices will result in Liquidated Damages and/or a Vendor Non-Performance.

7. REPORTING REQUIREMENTS & PROCEDURES

The Contractor shall comply with the following reporting requirements and procedures:

A) A brief statement of any unusual events shall be written in the post logbook, so the County Contract Administrator or designee can identify the principals later, if a further investigation is needed. All bound logbooks become the property of the County upon its replacement on the post. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The Contractor shall maintain all logbooks during the term of the contract and any renewals or extensions thereof. Upon expiration of the contract or earlier as required by County Contract Administrator or designee, the Contractor shall deliver all such logbooks to the County at a place to be determined by the County.

B) A copy of all reports shall be furnished to the County Contract Administrator or designee prior to the completion of each shift and a copy to Security Management on all major incidents.

C) An Incident Report shall be completed whenever any unusual event and/or criminal events occurs. Such events include, but are not limited to the following: discharge of firearms, major criminal act or any safety hazards. Officers shall consult Contractor Field Supervisor when in doubt about any reports. If there are any injuries as a result of a firearm discharge 911 is to be called immediately. The Security Operations Center (SOC) 305.375.4500 shall be notified immediately after calling 911. Facility Contact/ Building Managers and Contractor Field Supervisors shall be notified.

D) Pertinent facts of daily events shall be written in the post logbook, however any incident

that requires a report shall be verbally reported to the Security Operations Center (SOC) immediately after the incident occurs, in order to receive a Security Management case number, by calling the Security Operations Center (SOC) at 305.375.4500, after authorities have been notified.

E) All employees shall follow the "Chain of Command." After exhausting efforts with Contractor's Management staff the next step will be a GSA Security Supervisor followed by the County Contract Administrator. Failure to adhere to the guidelines may result in Liquidated Damages and/or removal of the Contractor's personnel from providing services to the County.

8. METHOD OF PAYMENT: BI-WEEKLY INVOICES

The Contractor shall abide by the following requirements of GSA Security Management for billing purposes:

i. Invoice: The Contractor shall submit one original and two duplicate sets of the detailed bi-weekly invoices to GSA Security Management Section, 200 NW 1 Street, Suite 103, Miami, FL 33128. Sample invoice is provided herein as Attachment B. The County will specify whether the invoices shall be submitted electronically or hard copy. The County reserves the right to change the format of invoices at any time. The Contractor shall work with the County to finalize the format for electronic invoicing.

ii. Payroll Documentation: In addition, from time to time the County Contract Administrator or designee may request time sheets, payroll records, and/or other documentation showing the names, social security numbers, wage rates, FICA payments, and unemployment insurance payments, and/or other applicable documents that would verify existence of a payment to the Contractor's personnel. The Contractor shall provide payroll documentation as directed by County Contract Administrator or designee.

iii. Payment Schedule: The Contractor shall agree to the County's Method and Times of Payment as specified in Article 9. The Contractor shall be prepared to have enough working capital to function in this environment.

9. OVERTIME

The County shall allow overtime payment at a maximum rate of one and a half times the regular hourly wages. This allowance shall only be provided in those instances where expressly authorized by the County Contract Administrative or designee prior to the commencement of the overtime work. Further, overtime work shall not be allowed during the normal work day. As a matter of confirmation, overtime work only occurs after 40 hours of work effort in a given week by a given individual.

10. LIVING WAGE

The Contractor shall comply with the provisions of Miami-Dade County Ordinance 99-44.

11. RETURNED CHECKS

In order to ensure the maintenance of an adequate job force, payment to security guards shall be on time and with checks that are valid, i.e., there are available funds in the bank to cover said checks. Refer to Section 6.23 (A) (iii), Special Violations, above.

12. COUNTY-FURNISHED ITEMS

The County shall furnish to the Contractor, to be used only in connection with the providing services to the County, the following materials and equipment:

A) Generic Post Orders will be given to the Contractor

B) Equipment
The Contractor shall be responsible for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall replace, or reimburse the County at current market rates, for all equipment that is lost, damaged, stolen, or made otherwise unavailable due to the negligence of the Contractor or its personnel. Upon termination/expiration of the Contract issued, all equipment shall be returned to the County in good operating condition, less reasonable wear and tear as defined by the County.

The Contractor shall be liable for any loss of or damage to County or private property, real or personal, that may result from the acts or omitted acts of its personnel in violation of a Contract or any derivative or supplemental documents (e.g. post orders) or directives.

C) Forms
A sample of required forms and other documentation used in reporting procedures at specific posts will be provided or approved by the County Contract Administrator, designee or Building/Facility Manager if site specific.

D) Keys
The Contractor shall be responsible for all keys that are issued by the County. Special care shall be exercised when dealing with Grand Master or Master keys. All lost keys shall be reported immediately to the Security Operations Center and to the Building Manager/Facility Contact. The Contractor shall provide adequate control and accountability for these keys. If a Grand Master or Master key under control of the Contractor is lost, the Contractor shall be liable for the cost of re-keying the building/facility. Lost keys other than Grand Master or Master keys shall result in the Contactor paying for the cost of re-keying all effected doors. The removal and/or duplicating of County issued keys without the expressed written consent of the County Contract Administrator or designee is strictly prohibited.

E) Phones
County phones made available to the Contractor's personnel to be used for County business only. Personal and long distance calls are prohibited. Long distance or any unauthorized calls shall be reimbursed to the County within fifteen (15) calendar days of notice from the County. The use of personal Cellular phones is also prohibited except in emergency situations, violations of these procedures will result in Liquidated Damages.

13. SCHEDULING SOFTWARE

The Contractor shall use scheduling software to track scheduling of guards and to ensure that all posts are staffed by guards qualified to work the said post. The Contractor will provide user access for GSA Security Management one County personnel, designated by the County Contract Administrator, at no additional cost to the County. The system should allow the County to view reports generated by this software. If the scheduling software will be use for billing also, the

Contractor shall work with the County to provide finalize invoicing format.

14. GUARD CHECKS

The Contractor shall implement and use available systems to make sure that the guards are actively performing duty. This may include use of guard tour systems or similar, radio calls, or GPS. The Contractor shall notify the County Contract Administrator in writing as to what system will be used by the Contractor under this Contract. The Contractor shall provide reports to the County upon receipt of the request from the County Contract Administrator or designee.

15. TABLETOP EXERCISES AND DRILLS

The Contractor shall conduct, at no additional cost to the County, tabletop exercises and drills to simulate contingency events based on the security plan. These drills and exercises will be used to identify weaknesses and refine the current procedures. The County Contract Administrator will determine the dates and duration of these exercises.

16. CUSTOMER SATISFACTION PROGRAM

The Contractor shall implement a customer satisfaction program to include a minimum of customer satisfaction surveys to be conducted twice a year. The County Contract Administrator will determine the format for the surveys. Any negative feedback received shall eventually be followed by corrective action plan to be approved by the County Contract Administrator.

17. PERFORMANCE BOND REQUIREMENTS

The Contractor shall provide a Performance Bond in the amount of 10% of the total agreed upon weekly price multiplied by fifty-two (52) weeks for a yearly total for the Sector. The Performance Bond shall be delivered to the County within 15 calendar days after formal notice is issued by the County. The Performance Bond shall be prepared on the applicable bond form(s) provided herein as Appendix D. It may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as specified in Article 42. No other form shall be accepted. If the Contractor fails to deliver the Performance Bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender its offer guaranty/Proposal bond, and the County shall not accept any Proposal from the Contractor for a twelve (12) month period following such default. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable.

The Contractor shall comply with the performance bond requirements every year during the term of the Contract including any extensions/renewals thereof. The County will issue a notice to the Contractor every year and the Contractor shall deliver the performance bond to the County within 15 calendar days of the notice issuance date.

APPENDIX B

Price Schedule

A. CONTRACTOR's PRICE FOR PERSONNEL

Contractor's rates for different levels of security officers, screeners, site supervisors, field supervisor and project manager:

Personnel	Price (Hourly Rate)
Level 1 Security Officer	$20.16
Level 2 Security Officer	$23.02
Level 3 Security Officer	$25.43
Screener (Level 1 Security Officers with training as specified in Appendix A, Section 6.16 (G)	$23.02
Screeners (Level II Security Officers with training as specified in Appendix A, Section 6.16 (G)	$24.37
Screeners (Level III Security Officers with training as specified in Section Appendix A, Section 6.16 (G)	$27.18
Contractor Field Supervisor	$25.43
Site Supervisor (For Level 1 Officers)	$22.92
Site Supervisor (For Level 2 Officers)	$25.73
Site Supervisor (For Level 3 Officers)	$28.55
Site Supervisor (For Screening Officers)	$25.73
Personnel	**Annual Rate**
Project Manager	$60,000

Notes:

1. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees are included in the Contractor's price, as they shall not be reimbursed separately by the County.

2. Contractor shall submit invoices and other required documentation in order to receive payment for services rendered.

3. The County makes no guarantee of the actual number of hours under the Contract. The Contractor shall be paid on an hourly basis.

4. The County, may at its sole discretion, add or delete facilities/buildings.

5. The County, may at its sole discretion, increase/decrease the number of hours of service required for a building/facility.

B. PAYMENT FOR SPECIAL EQUIPMENT

Contractor's hourly rates for providing the "Special Equipment" for the duration of the Contract including any renewals and extensions thereof:

Special Equipment	Hourly Rate
Use of Licensed Motor Vehicle	$2.50

Notes:

1. The County reserves the right to increase/decrease the hours for usage of supplemental equipment.

2. The County reserves the right to provide equipment to the Contractor and in that case, the above charges do not apply.

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APPENDIX C

TIERS & SECTORS

Security Guard and Screening services are organized into a total of three (3) Tiers and six (6) Sectors as follows:

Tier	Number of Sectors	Service Required	Sector Numbers
Tier 1	2	Security Guard Services	Sectors*: 1D,1E
Tier 2	2	Electronic Screening Services alone, or a combination of Screening and Security Guard services	Sectors: 2A, 2B
Tier 3**	2	Electronic Screening services alone, or a combination of Screening and Security Guard Services or any other specialized services	Sectors: 3A, 3B

**Tier 3 consists of Sector 3A, Miami International Airport (MIA), and Sector 3B, Port of Miami (POM). Contractors at MIA and POM shall follow the unique federal security requirements and shall be accountable to Federal authorities.

The two (2) Sectors under Tier 1 require Security Guard Services only and are referred to as Tier 1 Sectors. The two (2) Sectors under Tier 2 requiring Electronic Screening Services alone or a combination of screening and security guard services are referred to as Tier 2 Sectors. Miami-International Airport and Port of Miami are referred as Tier 3 Sectors.

*Services for Sectors 1A, 1B, and 1C were solicited under RFP No. 487B. Tier 1 Sectors (excluding the Sectors of RFP No. 487B) encompass the entire area of Miami-Dade County. Tier 2 Sectors likewise are specific geographic areas that encompass the entire area of the County. Tier 1 and Tier 2 overlap one another. A Tier 1 facility (one that does not require Screening services) may lie in close proximity to a Tier 2 facility (one that does require Screening services).

Sector boundaries have been drawn in such a way as to delineate Sectors that are in the best interest of the County. Due to the necessity to ensure that only one Contractor provides services to a facility, it may become necessary from time to time to reassign specific facilities between Sectors.

Sector Boundaries

A) Tier 1 Sectors

Sector 1D: Bounded on North by the South side of Flagler Street **(EXCLUDING 140 WEST FLAGLER BUILDING)**, extending South to the North side of SW 64th Street, East and West to the Miami-Dade County limits.

Sector 1E: Bounded on the North by the South side of SW 64th Street, and extending South, East and West to the Miami-Dade County limits.

B) Tier 2 Sectors

Sector 2A: Excluding the area of Miami International Airport (Sector 3A), this Sector is bounded on the North by the Miami-Dade County line, South by State Road 836/395, East (to include Miami-Beach) and West by the Miami-Dade County limits.

Sector 2B: Bounded on the North by State Road 836/395, extending to the South, East and West to the Miami-Dade County limits.

C) Tier 3 Sectors

Sector 3A: Bounded within the confines of the Miami International Airport (Aviation Department) which at the time of the RFP is; Bounded on the North by Northwest 36th Street, extending South to State Road 836/395, East by LeJeune Road (NW 42nd Avenue) and on the West by Northwest 72nd Avenue.

Sector 3B: Bounded within the confines of the Port of Miami (Seaport Department), formerly Dodge & Lummus Islands. Bounded on the north by the Main Ship Channel, extended south to Fisherman's Channel, east by Government Cut, west by Biscayne Boulevard, including the bridges from N.E. 5th and N.E. 6th Street to the Port of Miami.

APPENDIX D

MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

Any change, alteration or addition to this form will disqualify this Performance and Payment Bond

STATE OF FLORIDA)
SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____

_____ As Principal, and _____

_____

A corporation organized under the laws of the State of _____ with its home office in the city of _____, as Surety, (said Principal and said Surety hereinafter collectively being referred to as Obligator), are held and finally bound unto Dade County, Florida, acting by and through the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, and their successors in office, hereinafter called the Obligee, in the sum of $_____ lawful money of the United States of America, for the payment whereof to the Obligee, the Principal and Surety respectively bind themselves, their successors, heirs, and assigns, jointly and severally, finally by these present.

Signed, sealed and dated this _____ day of _____, 20_____.

WHEREAS the Principal and Obligee have entered into a written contract, hereinafter called the "Contract" for

_____

_____

As evidenced by contract and specifications made a part thereof, entered into between the Principal and the Obligee on the _____day of _____, 20_____ a copy of which Contract may be attached hereto and is hereby referred to and made a part thereof.

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of the Principal's failure to comply with any of the terms of the Contract, then this obligation shall be void; otherwise, it shall remain in full force.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

1. Said Principal (Contractor) shall well and truly perform; carry out and abide by all terms, conditions and provisions of said Contract including all maintenance and warranty provisions and furnish complete the items herein specified in accordance with the terms thereof, and the Obligator herein shall and does hereby agree to indemnify the Obligee and hold it harmless of, from and against any and all liability, loss, cost, damage or expense and attorney's fees, including appellate proceedings, which said Dade County, Florida may incur or which may accrue or be imposed upon either thereof by reason of any negligence, default and/or misconduct on the part of the said contractor, and _____ agents, servants, and/or employees, in, about or on account of the performance of said contract by the said contractor, and shall repay to and reimburse to the said Dade County, Florida, promptly upon demand, all sums of money, each and every, reasonably paid out or expended by the said Obligee on account of the failure and/or refusal of said contractor to carry out, do, perform and/or comply with any of the terms and provisions of said Contract at the time and in the manner therein provided.

2. The Principal will make payments to all persons supplying Principal labor, material and supplies used directly or indirectly by the Principal or any subcontractors of the Principal in the prosecution of the work provided for in said Contract.

3. Each and every person, natural and artificial, for whose benefit this bond has been executed as disclosed by the text of this bond and of said Contract, specifications, drawings and all papers, and of said agreement and instruments attached and made a part of said Contract, and each and every person, natural and artificial, supplying labor, materials and supplies in furtherance of said Contract, shall have the same several rights of suit or action upon this bond as if he or they were the Obligee or Obligees herein specially mentioned, and the obligations hereof shall be several as to the rights of said persons or said Obligees hereof.

4. In each and every suit brought against the Obligor upon this bond in which the Plaintiff shall be successful, there shall be assessed therein against the Obligor herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Obligor hereby expressly agrees to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20_____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of: _____
Printed Name of Individual

_____

_____ _____
Two Witnesses Signature of Individual

WHEN THE PRINCIPAL IS SOLE PROPRIETORSHIP OR OPERATES UNDER TRADE NAME:

Signed, sealed and delivered in the presence of: _____
Name of Firm

_____ _____
Signature of Individual

_____ _____
Two Witnesses Printed Name of Individual

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of: _____
Name of Firm – A Partnership

_____ _____
Printed Name of One Partner

_____ _____
Two Witnesses Signature of One Partner

WHEN PRINCIPAL IS A CORPORATION:

_____

_____ _____
Secretary Correct Name of Corporation

(Affix Corporate Seal) By: _____
President or Vice-President

Attest:

_____ _____
Corporate Surety

Countersigned: _____
Business Address

_____ By: _____
Florida Resident Agent Corporate Seal

Revised 10/9/98

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CORPORATE PRINCIPAL CERTIFICATION

I _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested foe and in behalf of said corporation by authority of its governing body.

Corporate Seal

STATE OF FLORIDA)
SS
COUNTY OF DADE)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared: _____ _____ to me well known, who being by me first duly sworn upon oath says that he/she is the Attorney-in-fact for the _____ and that he/she has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Miami-Dade County, Florida.

Subscribed and sworn to before me this _____ day of _____ A.D. 20 _____.

_____

Notary Public, State of _____ at Large

My commission expires _____

Revised 10/9/98

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Security Guard Services
Contract No. 487B-1A

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Security Alliance of Florida, LLC, a corporation organized and existing under the laws of the State of Florida, having its corporate office at 8323 NW 12th Street, Suite 218, Doral, FL 33126 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide security guard services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 487B and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated April 11, 2006, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein; and,

WHEREAS, the County desires to procure from the Contractor such services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

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ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Building Manager" to mean the County employee responsible for the supervision of a particular building(s) or area(s) in Miami-Dade County.

b) The words "Central Dispatch Center" to mean a base station/office where personnel employed by the Contractor have the capacity to monitor telephone calls, radios, faxes and employees.

c) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

d) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A) and all appendices, RFP No. 487B and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

e) The words "Contract Date" to mean the date on which this Agreement is effective.

f) The words "Contractor" to mean Security Alliance of Florida, LLC and its permitted successors and assigns.

g) The words "Contractor Field Supervisor" to mean supervisory personnel designated by the Contractor and approved by Miami-Dade County for supervising and providing specific training to Security/Screening Officers assigned to the Contract.

h) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.

i) The words "Contractor Personnel" to mean all personnel employed by the Contractor and approved by the County, for the Contract, including but not limited to the Project Manager, Contractor Field Supervisors, Dispatchers, Site Supervisors and Security/Screening Officers.

j) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.

k) The words "County Contract Administrator" (CCA) to mean a person designated to coordinate and monitor the services provided by the Contractor. This person is

the Chief of Security, General Services Administration (GSA). This person is the County's Project Manager for the Contract.

l) The words "County's Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.

m) The words "County Security Supervisors" to mean Staff designated by the County Contract Administrator to monitor all aspects of the Contractor's operation as it pertains to the performance and delivery of services required by the County under the Contract.

n) The word "Days" to mean Calendar Days.

o) The word "Department" to mean General Services Administration.

p) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

q) The word "Dispatcher" to mean personnel employed by the Contractor to staff its Central Dispatch Center.

r) The words "Facility Contact" to mean person assuming the same role in a building or area that does not have a designated Building Manager or who has been delegated such duties by the Building Manager.

s) The words "GSA Security Management" to mean County's management responsible for overseeing the security of County's buildings/facilities and monitor the services provided by the contractor. This includes County Contract Administrator, County Security Supervisor or designees.

t) The words "Liquidated Damages" to mean a financial assessment levied by the County Contract Administrator or designees, for failures by the Contractor or its employees to meet contract requirements or standards, there by resulting in the contractors failure to deliver the services required or any derivative/supplemental documents (e.g. Post Orders), creating direct, indirect or potential losses to the County.

u) The words "Project Manager" to mean person designated by Contractor and approved by Miami-Dade County to administer the Contract and oversee Contractor operations.

v) The word "Records" to mean any books, documents or evidence pertaining to, or used in the Contract.

w) The word "Sector" to mean a term to describe a Tier 1 or Tier 2 or Tier 3 geographical area.

x) The words "Security Operations Center" (SOC) to mean the County facility, designated by the County Contract Administrator, that will function as the primary point of radio and/or telephone contact between contract personnel and the County Contract Administrator or designees on a 24-hour a day, yearly basis.

y) The words "Security/Screening Officer" to mean personnel designated by the Contractor and approved by Miami-Dade County to perform specific duties as defined in the Contract.

z) The words "Security/Screening Officer Infraction Report" to mean a written report prepared by the County Contract Administrator or designee to identify specific failures and to assess Liquidated Damages to the Contractor for failure to meet Contract standards.

aa) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

bb) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

cc) The word "Tier" to mean a term used to describe type of service required as follows: Security Guard Services only (Tier 1), Security and Screening Services (Tier 2) or Security, Screening and specialized services (Tier 3). Tier 2 and Tier 3 are covered under RFP 487A.

dd) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ee) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Price Schedule (Appendix B), and all appendices hereto 4) the Miami-Dade County's RFP No. 487B and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

YBY

ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date specified on the first page of this agreement and shall be for duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for two (2) two-year options-to-renew. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the

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current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

The Contractor shall commence work upon issuance of a Notice-to-Proceed by the County.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the County's Project Manager:

Miami-Dade County
200 N.W 1st Street, Suite 104
Miami, FL 33128
Attention: Daniel Payne, Chief of Security
Phone: (305) 375-1011
Fax: (305) 372-6020

and,
b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Security Alliance of Florida, LLC
8323 NW 12th St, Suite 218
Doral, Fl 33126
Attention: William Murphy, Vice President
Phone: (305) 670-6544
Fax: (305) 670-6545
E-mail: billm@securityalliancegroup.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked

such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in Appendix B - Price Schedule. The County reserves the right to add and delete facilities/buildings and increase/decrease the number of hours of service required at a building/facility. The County may negotiate with the Contractor the cost to provide services to facilities/locations that are added to the contract during the contract term and any extensions/renewal thereof.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods, except for yearly percentage increase in the living wages that will be applied to the classifications that are billed to the County at hourly rates specified in Appendix B. The Contractor is responsible for requesting the living wage increase. The Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof. The County will issue supplemental agreements and revise Appendix B to incorporate this change in the hourly rates.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County biweekly (once every two weeks), upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County and shall show the County's contract number. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
200 N.W 1st Street, Suite 104
Miami, FL 33128
Attention: Daniel Payne, Chief of Security

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The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1st Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Public Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of the Department of Procurement Management, as the certificate holder, must appear on the certificate of insurance.**

   Public Liability Insurance shall cover the armed services.

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following

qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper

identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the County's Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the County Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the County's Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the County's Project Manager. In the event that the Contractor and the County's Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the County's Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on

parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope Of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

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ARTICLE 17. AUDITS

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that

such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

v. take no action which will increase the amounts payable by the County under this Agreement; and

e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

i. portion of the Services completed in accordance with the Agreement and the Work Order up to the Effective Termination Date; and

ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.

f) All compensation pursuant to this Article are subject to audit.

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ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis.

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and

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advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be

enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the

Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

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ARTICLE 31. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The

audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes,

ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in

violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

   ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor

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shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the County's Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;

2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Note: Federal funds are excluded from the UAP, and therefore this fee does not apply to purchases under this Contract.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this

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section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 42. PERFORMANCE BOND

The contractor shall duly execute and deliver to the County a Performance and Payment Bond in the amount of 10% of the total agreed upon weekly price multiplied by fifty-two (52) weeks for a yearly total for the Sector. The Performance and Payment Bond Form, Appendix D, provided by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the County within 15 calendar days after formal notice from the County. If the Contractor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that Contractor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. On contract amounts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;

2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of this contract and/or as long as the funds are being held by Miami-Dade County.

F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

Y JB

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: _____	By: _____
Name: DAVID RAMIREZ	Name: _____
Title: President	Title: _____
Date: 12/22/06	Date: _____
Attest: _____ Corporate Secretary/Notary	Attest: _____ Clerk of the Board

Corporate Seal/Notary

WENDY S. RAMIREZ
MY COMMISSION EXPIRES APR 11, 2010
#DD534280
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Approved as to form
and legal sufficiency

_____
Assistant County Attorney

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APPENDIX A
SCOPE OF SERVICES

1. INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by Miami-Dade County General Services Administration (GSA) is contracting for Security Guard services for facilities in the geographic boundaries of Sector 1A. A brief description of all Tiers and Sectors in the County is provided herein as Appendix C.

The Contractor shall ensure the highest level of security at each and every facility where services are provided. The types of services required under this Contract are:

- Armed Security
- Unarmed Security

Services at a given facility shall be provided by a single Contractor.

The County reserves the right to add or delete a Sector or a facility from a Sector during the term of the Contract 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 Contractor, currently providing service to the County, in the best interest of the County.

The contract term is 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. QUALIFICATIONS FOR THE CONTRACTOR

The Contractor shall maintain, at a minimum, the following qualifications during the term of the Contract including extensions and renewals thereof.

A. The Contractor 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: Contractor 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 Contractor. This center shall not be outsourced to another company unless approved in writing by the County Contract Administrator.

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 personnel of the Contractor. The Contractor 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 Contractor's personnel shall act in a courteous and professional manner at all times. The Contractor 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 Contractor shall be liable for losses; potential loses or damages arising from the actions of its personnel.

4. PRE-CONDITIONS OF NOTICE-TO-PROCEED

The Contractor shall commence work upon issuance of a Notice-to-Proceed by the County. The County will issue a Notice-To-Proceed after the Contractor has met the following requirements:

A) The Contractor shall have a radio license, issued to the Contractor by the Federal Communications Commission (FCC), or shall have an agreement with the service provider to use its service/channel that permits radio operations/coverage in Miami-Dade County. Two-way radio coverage shall cover the entire County. A copy of the license and/or agreement with the service provider shall be provided to the County.

B) The Contractor shall have a local management office as specified in Section 6.17. The County reserves the right to inspect the office at any time.

C) The Contractor shall meet the Performance Bond requirements as specified in Section 17.

D) The Contractor shall meet the insurance requirements as specified in Article 10 of the Contract.

E) The Contractor 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 the Contract The personnel requirements are specified in Section 6.1. The County reserves the right to interview and approve personnel.

F) The Contractor shall have a Communication System that meets the requirements as specified in Section 6.19. These criteria and all other facets of the Contractor's radio communications system will 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 Contractor 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 Contractor shall establish a Quality Assurance Plan (QAP) as specified in Section 6.22. The plan shall be approved by the County Contract Administrator before the Notice-To-

Proceed is issued by the County.

H) The Contractor shall directly employ a state-licensed firearms training instructor before the issuance of Notice-To-Proceed by the County. Proof of employment, and all licenses and certificates for Firearms Instructor shall be submitted to the County.

5. LOCATION OF REQUIRED SERVICES

Sector 1A: Bounded on the North by the Miami-Dade/Broward County line, extending South to the North side of NE/NW 75th Street, East and West to the Miami-Dade County limits. This Sector includes the following:

Total number of Facilities:	37
Level 1 Officers:	2,835.0 Hours or approximately seventy-one (71) Officers
Level 2 Officers:	0 Unarmed hours or approximately (0) Officers
Level 2 Officers:	686.5 Armed hours or approximately seventeen (17) Officers
Level 3 Officers:	516.0 Armed hours or approximately thirteen (13) Officers
Vehicle:	852.0 Hours totaling seven (07) vehicles
Golf Cart:	276.0 Hours totaling three (03) Golf Carts
Radios:	46

6. REQUIREMENTS AND SERVICES

6.1 PERSONNEL REQUIREMENTS

All licenses and other personnel requirements shall be maintained throughout the term of the Contract and any extensions or renewals thereof. The County may request the Contractor to provide officers/supervisors or other classifications of personnel. The licensing requirements, qualifications, tasks, hourly rates and wages for these additional classifications will be determined at a later date.

A) PROJECT MANAGER

The Project Managers shall meet the following requirements:

i) Shall have a valid "MB" / "M" (Manager of a Security Agency) State License from the Florida Department of State, and shall maintain this license at all times while providing service to the County under the Contract.

ii) Shall have a high school diploma or a GED **and** shall have a minimum of four (4) years of experience in the management and operation of security or police services within the past five (5) years or

Shall have a bachelors degree **and** two (2) years of experience in the management and operation of security or police services within past three (3) years.

High school diploma, GED and bachelors degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED and Bachelors degree.

iii. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted

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for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iv. Shall be at least 21 years of age

v. Shall pass a urinalysis test showing abstinence from drug/illegal substance use, except prescribed medications

vi. Be able to communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, Project Manager shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

vii. Criminal Background Checks: The Project Manager shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. They shall also pass the FDLE and National background check.

B) CONTRACTOR FIELD SUPERVISOR

Contract Field Supervisors employed by the Contractor shall meet the following requirements:

i. Shall have a valid Class "D", Security Officer, license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under the Contract.

ii. Shall have a valid Firearms ("G") license from the Florida Department of State.

iii. Shall have a high school diploma or a GED and minimum three (3) years of experience as a police officer / Minimum three (3) years of experience as a military police officer / Minimum three (3) years of experience a correctional officer (sworn with powers of arrest) / Minimum six (6) years of experience as a career military or

Accredited Bachelors degree and/or its equivalent in credit hours

High school diploma, GED and bachelors degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED and Bachelors degree.

iv. Shall have at least one (1) year of experience as a Supervisor of Contract Security personnel or
One (1) year of experience as a Level III Security Officer under Miami-Dade County Contract

v. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization

papers.

vi. Shall have a valid State of Florida Driver's license

vii. Shall be at least 21 years of age

viii. Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

ix) Be able to Communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, Contractor Field Supervisor shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

x) Criminal Background Checks: All Contractor Field Supervisors shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. They shall also pass the FDLE and National background check.

C) SITE SUPERVISOR

The Contractor shall provide a Site Supervisor when required by the County. All Site Supervisors employed by the Contractor to provide services to the County are required to meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Contract Administrator or designee. All Site Supervisors shall meet the following requirements:

i) Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under the Contract.

ii) Valid firearms class "G" (when applicable) license issue by the Florida Department of State, pursuant to Florida Statute 493

iii) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iv) Shall have a valid State of Florida Driver's license (Required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

v) Shall be at least 21 years of age.

vi) Shall have a high school diploma or a GED. High school diploma or GED shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED;

vii) One (1) year of supervisory experience or six (6) months experience working on the County's Security Services contract

viii) Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

ix) Able to communicate (oral and written) in English: Security work often deals with life/safety issues; therefore, all supervisors shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

x) Criminal Background Checks: All Site Supervisors shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. All Site Supervisors shall also pass the FDLE and National background check.

The candidate for this position shall be approved by the County Contract Administrator of designee.

D. SECURITY OFFICERS

All levels of Security Officers employed by the Contractor to provide services to the County shall meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Contract Administrator or designee. The County reserves the right to interview and approve any personnel during the contract term and any extensions or renewals thereof. All level of Security Officers shall meet the following requirements:

i) Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All officers shall maintain this license at all times while providing service to the County under the Contract.

ii) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and

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Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iii) Shall have a valid State of Florida Driver's license (Required if Security Officer is assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

iv) Shall be at least 21 years of age.

iii) Shall have a high school diploma or a GED. High school diploma or GED shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED;

iv) Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

vii) Be able to Communicate in English: Security work often deals with life/safety issues; therefore, all security officers shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

viii) Criminal Background Checks: All security officers shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. All security officers shall also pass the FDLE and National background check.

All levels of officers shall meet all the qualifications specified above and the specific qualifications for each level as specified below.

i. Level I

This is the lowest classification of unarmed Security Officers.

a) Minimum one (1) year of experience as a licensed Security Officer or Minimum one (1) year management/supervisory experience or one (1) year of accredited college course of study and/or its equivalent in credit hours

ii. Level II

This is the intermediate classification of Security Officer. This may be an armed or unarmed position. Minimum requirements for Level II officers are:

a) Valid Firearms ("G") license (when applicable)

b) Prior military experience or
Prior correctional officer or
Prior police officer or
Police or correctional academy graduate or
Accredited associates degree and/or its equivalent in credit hours

If a Security Officer meets all the requirements as specified in Section 6.1(D) and has graduated from police or corrections academy (or has up to three years of experience as a police/correctional/military officer), he/she qualifies for Level II Security Officer position. If the Security Officer meets all the requirements as specified in Section 6.1 (D) and has minimum of three or more years of experience as a police/military/correctional officer (See Section 6.1 (D) (Level III) (b)), he/she qualifies for Level III Security Officer position.

iii. Level III

This is the highest classification of Security Officer. The minimum requirements for Level III are:

a) Valid Firearms ("G") license

b) Minimum three (3) years of experience as a police officer or
Minimum three (3) years of experience as a military police officer or
Minimum three (3) years of experience a correctional officer (sworn with powers of arrest) or
Minimum six (6) years of experience as a career military or
Accredited Bachelors degree and/or its equivalent in credit hours

NOTE: All required experience shall be from within the United States or its territories. All experience shall be fully and readily verifiable. Applicants with military service shall supply a copy of the DD-214L form and have received an Honorable Discharge from duty in order to be accepted.

E. ALL PERSONNEL

All personnel employed by the Contractor shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by the Florida State Statute. This includes a company issued photo I.D. card. All of the above are to be conspicuously displayed at all times while on duty. The Contractor shall provide in all instances radio equipped, uniformed Security Officers, and armed if requested, to provide Security service at designated locations. The number of personnel and hours of service required will be specified by Miami-Dade County, to the Contractor.

Required Documentation

All personnel providing services to the County, shall display on their uniform as required and keep current, all appropriate cards, certificates, and licenses, as follows:

	Security Officer/Site Supervisor	Contractor Field Supervisor
State of Florida "D" Security Officer License	Yes	Yes
State of Florida "G" Firearms License	*Yes	Yes

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State of Florida Driver's License	**Yes	Yes
Company-issued Photo ID Card	Yes	Yes

* Only required if assigned to armed post
** Only required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

Personnel may not be employed by the Contractor to provide services to the County if he/she currently or in the past has:

a. Any Felony, Sexual or Domestic Violence conviction.
b. Discharged from the Military under any conditions other than Honorable.
c. Any history of irresponsible behavior (only if assigned to a vehicular patrol), including but not limited to an unreasonable driving record, or a problem employment record as determined by the County Contract Administrator or designee.
d. Any criminal activity listed in 49 US Code of Federal Regulations (CFR) section 1542.209, *Disqualifying Criminal Offenses* and 19 CFR 122.183, *Denial of Access*, for assignments involving Aviation Department properties.

The work performed on the Contract requires frequent and prolonged walking and standing. Occasionally, Security Officers may be required to subdue violent people. Physical stamina is a basic requirement of this position. Any individual, who cannot meet the physical requirements of the position, including inability discovered through the job performance, will not be qualified to work under the Contract.

In addition all personnel shall possess good human relations skills.

6.2 SPECIFIC TASKS & RESPONSIBILITIES

The tasks, responsibilities or requirements outlined below are specific, but will vary from facility to facility. The tasks expected by the County shall be performed by personnel employed to provide services to the County, and include, but are not limited to, the following:

A) Project Manager:

The Contractor shall provide a full-time Project Manager for the Sector to provide services to the County. The Project Manager shall be interviewed and approved by the County Contract Administrator prior to providing services to the County. This individual will supervise all contract operations and coordinate reports, Security Officer assignments, and time sheets with the County. The Contractor shall provide a local telephone and cellular number or numbers (i.e. within Miami-Dade County) where the Project Manager (or identified alternate) may be reached 24 hours per day, 7 days per week, on a year-round basis. An answering service or machine is not acceptable. The Project Manager shall provide overall management and coordination of the Contract and shall act as the primary point of contact with the County. The Project Manager or alternate shall have full authority to act for the Contractor on all matters related to the daily operations.

The County may require the Project Manager to be available full time in the County office, to

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be provided by the County, for purposes of this Contract.

Tasks:

i. Maintain Quality Assurance Plan as specified in Section 6.22

ii. Report to the County Contract Administrator on an "As needed" basis or when requested by the County Contract Administrator or designee

iii. Respond to verbal/written notifications of Contract violations as specified by the County Contract Administrator or designee

iv. Ensure that all personnel are properly trained prior to being assigned to a facility/post

v. Meet with County Contract Administrator or designee on a monthly basis or as requested by the County

vi. Act on behalf of the Contractor on all matters related to the Contract

vii. Ensure that there is sufficient cross-trained staff for backups and replacement

viii. Be knowledgeable and adhere to contractual standards and procedures regarding weapon safety

ix. Respond to requests within thirty (30) minutes via telephone contact or meeting as specified by the County

B) Contractor Field Supervisor:

The Contractor shall provide active, on-duty supervision for every shift covered by the Contractor on a 24-hour per day, year-round basis. These Field Supervisors shall be uniformed, armed, and equipped with marked vehicles. The Field Supervisors shall have no duties other than the inspection, supervision, and training of personnel assigned to provide services to the County. The Field Supervisors shall conduct inspections in the field on all shifts, answer questions, resolve problems, respond to emergencies, and otherwise complete tasks as identified in this Contract. The level of supervision provided by the Contractor shall be a minimum of two (2) Contractor Field Supervisors for the Sector for each shift.

While conducting such inspections, Field Supervisors shall record such visits and any deficiencies found during inspections in the site logbook and in the form of an incident report. During any of the above listed shifts, upon the Field Supervisor completing the minimum required post inspections, he/she shall remain in the Contractor's assigned Sector for the remainder and continuously patrol and complete additional post inspections. In any case that a Field Supervisor is unable to complete the minimum post inspections, a verbal notification shall be provided to the Security Operations Center before the end of the shift. Additionally, written notification shall be provided to the County Contract Administrator or designee within 24 hours. In the event that the County Contract Administrator or designee determines that the level of supervision provided by the Contractor is deemed insufficient to effectively manage the personnel, the County Contract Administrator or designee and the Contractor shall meet to discuss the Contractor's supervision plan and what the Contractor shall do to improve its performance level. Such actions may include the Contractor providing additional Field Supervisors and/or increasing the number of required post inspections per shift.

Tasks:

i. Respond to on-site emergencies or to requests from GSA Security Management within thirty (30) minutes of occurrence/request

ii. Conduct on-site inspections, answers questions, and offers advice on a 24-hour per day basis

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iii. Provide technical and administrative advice on each shift

iv. Assure proper assignment coverage. If a post cannot be covered, the Contractor shall immediately notify GSA Security Management

v. Provide training to each Security Officer until assignment is fully understood and prior to placing that individual on the assignment

vi. Provide directions, follow-up training, and instructions to post and/or patrolling Security Officers by making rounds and observing Security Officers in the performance of their duty for each shift

vii. Call attention of subordinates to any deviations from acceptable practices and procedures, instructs Security Officers of proper methods, and explains conditions under which deviations are permissible. All deviations shall be referred to the Project Manager. In addition, said deviations and corrective action taken are to be recorded in post logbook

viii. Respond to requests of subordinates for assistance

ix. Exercise leadership ability

x. Maintain good personal and uniform appearance

xi. Update and explain post procedures

xii. Has working knowledge of radio procedures and codes, and be able to train Security Officers in same

xiii. Drive a marked motor vehicle as required

xiv. Conduct investigations

xv. Complete all necessary reports specified in this Contract, forwarding originals to GSA Security Management. Reviews, corrects, and approves subordinates' reports

xvi. Has knowledge of local jurisdictions and whom to call when incidents occur

xvii. Maintais facility logbooks at each facility

xviii. Ensure that employees do not disturb property and papers on desks, open desk drawers or cabinets, or use County telephones, except as authorized or enter any office without prior authorization, except in an emergency situation. If such an entry is made a report shall be generated

xix. Remian properly equipped, in proper uniform, provide temporary coverage of vacant posts for absent Security Officers or as required by the County

xx. Shall carry an approved firearm and ammunition at all times while on duty

xxi. Ensure that posted and/or patrolling Security Officers have materials, uniforms, and equipment sufficient to perform required duties and that these meet contractual standards for completeness, condition, and appearance

xxii. Be knowledgeable and adheres to contractual standards and procedures regarding weapon safety

xxiii. Has a working knowledge of each assignment covered by the Contractor

Note: **The Project Manager and Contractor Field Supervisor are two separate functions and shall not to be combined.**

C) Site Supervisors

The tasks for the Site Supervisors will be determined at a later date depending upon the facility. The tasks shall be approved by the County Contract Administrator or designee.

D) Security Officer

Tasks:

i. Report to work on time and remain on assigned duties until relieved as required

ii. Maintain good personal and uniform appearance and be courteous to the public and the County personnel at all times. Uniforms shall be clean and pressed and include the name tags

iii. Cover an assignment at a fixed post or patrols an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property

iv. Intervene to terminate injurious acts and detains individuals for further investigation or arrest where circumstances and conditions warrant as stated in the State of Florida Security Officer's Handbook (FSS Chapter 493)

v. Communicate effectively with the public and the County personnel and directs visitors to personnel and services within the facility

vi. Ensure that Lost and Found functions are conducted only by the County personnel

vii. Conduct patrols in accordance with routes and schedules established in the Post Orders. Where installed and in working order, the watchman reporting systems shall be used by uniformed personnel to record their presence at the designated posts

viii. Raise and lower flags at designated times (where applicable)

ix. Refuse acceptance of any mail or packages without written authorization from the Building Manager/Facility Contact

x. Lock and unlock gates and doors at designated times

xi. Turn lighting on and off as required

xii. Ensure that only authorized personnel are permitted access to closed or restricted facilities. Positive photo identification shall be presented. The Security Officer shall verify the picture on the I.D. is the same as the person presenting it.

xiii. Respond to reports of sick or injured persons, and then notifies supervisor, appropriate authorities (e.g., 911, Facility Manager, Supervisors and Security Management.)

xiv. Report safety hazards, malfunctioning equipment, spills, and other such matters to appropriate Facility Contact person. Any such incident will require a Logbook entry be made

xv. Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment as required

xvi. Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations; evaluates situations encountered and takes action as prescribed in Post Orders and/or facility/building self-protection plans

xvii. Investigate questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts, and notifies authorities if warranted

xviii. Operate a marked motor vehicle where required

xix. Maintain order and uses good judgment and discretion in handling unruly or trespassing public

xx. Maintain daily logs and writes daily reports, incident reports, and non-employee injury reports. Incident reports shall be on a pre-approved County form

xxi. Provide escort services to County employee's and visitors as required for (Domestic Violence related cases escorts are not provided, Law Enforcement should be notified.)

xxii. Maintain a professional atmosphere within areas of assignment

xxiii. Shall not read newspapers, magazines, religious materials or any other non-work related items while providing services to the County. In addition newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each officer to ensure at the start of each shift that this policy is followed. (e.g., they need to be sure that there are no newspapers, unauthorized reading materials, Televisions, Radios, CD or MP-3 players or any other unauthorized items in the area of the post) because officers will be held responsible and Liquidated Damages will be assessed.

xxiv. Shall not use County telephones for calls of a personal nature without prior approval of the Building Manager or Facility Contact in each instance. Personnel cellular telephones should not be used on post except for emergency calls only these calls should be of short duration. If it is found that Security Officers are using personal cellular phones, officers will not be allowed to bring in their phones on the post.

6.3 SPECIAL EQUIPMENT

(A) The Contractor may be required to provide licensed and insured motor vehicles, off-street motorized carts, and bicycles at an additional cost. Such posts or duty assignments shall be requested as needed and, where appropriate, the Contractor shall receive additional compensation. The Contractor shall comply with insurance requirements as specified in Article 10 of the Contract and the insurance shall be sufficient to cover all operations and use of such equipment.

(B) The Contractor may also be required by the County Contract Administrator to provide Security Officers equipped with specialized equipment including, but not limited to, Revolvers, Hand Wands at no additional cost to the County.

6.4 CHANGES IN ASSIGNMENT

The County Contract Administrator or designee may, at anytime, by written or verbal instruction, make changes to existing service. These changes may include but not limited to scheduling changes, increases or decreases in the hours or type of services, and modifications in special equipment requirements. Should the change require the institution of Electronic Screening services at a Tier 1 facility that did not previously require such services, and for which the Electronic Screening is required on a more or less permanent basis–as determined by the County Contract Administrator or designee–then that facility will be removed from the Tier 1 Sector to which it is assigned, and reassigned to the Tier 2/3 Sectors providing service to that area. Likewise, should Screening services be removed from a facility, that facility will be reassigned from the designated Tier 2/3 Sectors to the appropriate Tier 1 Sector.

6.5 NOTICE OF EXTENDED HOURS/NEW ASSIGNMENTS (OVERTIME)

Changes are frequent in Security Officer coverage's, both in hours of duty and at new locations. The County will attempt to give the Contractor twelve (12) hours of notice for new assignments. If it is not possible to give 12 hours of advance notice, the County will pay overtime coverage (1½ times the normal billing rate) for the first twenty-four (24) hours of the new assignment. In consideration of this overtime coverage, the Contractor shall provide a Security Officer within four (4) hours notice. Failure to provide services may result in Liquidated Damages and/or a Contractor Non-Performance.

6.6 INABILITY TO PROVIDE ADDITIONAL REQUESTED SERVICE

The Contractor shall provide additional services when requested, however if the Contractor is unable to provide these services requested, then the Contractor shall notify the County verbally immediately and in writing (within 24 hours of request) with a detailed explanation for inability of the requested services. If the Contractor refuses to accept the additional requested services the Contractor may forfeit its rights to be awarded additional services under this Contract at the discretion of the County Contract Administrator or designee. The County, at the County's sole discretion, may award the new assignment to another Contractor providing similar services to the County. Upon placement of such an assignment (working out of awarded Sector) the Contractor who is placed out of Sector may continue, at the County's discretion, to provide the requested service on a permanent basis, unless removed by the County Contract Administrator or designee.

6.7 LIMITATION ON EMPLOYEE-HOURS AND ASSIGNMENTS

No employee of the Contractor assigned to the Contract shall provide more than twelve (12) hours of service, including all break periods, on one or more Contracts administered by GSA Security Management in twenty-four (24) hour period, unless the work periods are separated by an eight (8) hours non-duty period. This limitation may be waived by the County Contract Administrator and in emergency situations that are beyond the control of the Contractor, (e.g., weather conditions, civil disturbances, natural disasters, etc.) preventing the next shift from getting to the post. Each occurrence will require an individual waiver provided by the County Contract Administrator or designee.

6.8 POST ORDERS

Post Orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Officers of the Contractor employed under this Contract shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Post Orders define the basic work to be performed by Security Officers at the facility. The County will provide generic Post Orders to the Contractor. The Contractor shall meet with Building Manager or Facility Contact to develop site specific Post Orders. These site specific Post Orders shall be approved by Building Manager/Facility Contact and GSA Security Management before the Contract start date. Once established, the Contractor shall assure that yearly updated copies are available for the duration of Contract including any extensions or renewals thereof. The Contractor shall check each post quarterly for updated Post Orders. Failure in this area may result in a Liquidated Damage and/or Contractor Non-Performance. Post Orders may include, but are not limited to, the following:

A) Facility/Building information (e.g., operating hours, chain of command)

B) Building rules and regulations

C) Operation of equipment

D) Roving patrol routes, schedules, and duties

E) Vehicular traffic control

F) Access control procedures

G) Emergency response procedures

H) Security and fire control/alarm systems

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I) Hazardous conditions, inspection/reporting

J) Response to emergencies, (e.g., fires, injury, or illness, etc.)

K) Procedures for raising, lowering, and half-mast U.S. and other flags

L) Safeguarding persons and property

M) Minimum number of hours for site orientation training

NOTE: The Contractor shall emphasize to its personnel, assigned to provide service to the County, that general orders to "Protect County Personnel and Property" supersede all Post Orders.

6.9 RELIEF/BREAK PERIODS

Security Officers shall not leave the assigned posts at the end of a shift until relieved by duty personnel assigned to the following shift, if such a shift is scheduled, or unless specifically authorized by County Contract Administrator or designee. The Contractor shall provide breaks as required by Federal and Florida State law. The employees who are on a break period shall remain at their assigned post unless relieved by a properly trained relief. Any violations of this procedure may result in removal of the employee from working on the Contract and/or may result in Liquidated Damages.

6.10 EMERGENCIES

The Security Officers may be diverted by the County Contract Administrator or designee from their normal assignment to meet emergency situations, special duty assignments or increases in Federal Maritime Security (MARSEC Levels). When the personnel diverted are no longer needed for the special work assignments, they shall return to their normal assignments. No additional cost shall be charged to Miami-Dade County for such diversion, and the Contractor shall not be penalized for the normal daily work not completed due to the emergency. Incidents of this nature shall be reported in accordance with procedures outlined in the facility Post Orders.

6.11 ADHERENCE TO LAW

The Contractor shall adhere to all Federal, State, and Local laws that apply to the provisions of Security Officers services under the Contract, as well as those laws that regulate the general public. This shall include, but not be limited to, compliance with Federal Tax laws (e.g. payment of Federal Withholding Taxes) State of Florida Unemployment Taxes, Worker's Compensation, Federal Wage and Hour regulations, Living Wage Ordinance and other applicable Laws and Regulations. Failure to comply will result in Non-performance and/or removal from the Contract.

A) If a Security Officer, Supervisor, Contractor Field Supervisor, Project Manager or other Principal of the Contractor is arrested, GSA Security Management shall be notified within twenty-four (24) hours of the arrest. Failure to follow this procedure will result in Liquidated Damages as stated in Section 6.23 (A) (iii) (b). Proper notification will consist of the following:

   i. Phone call to the County Contract Administrator; if not available, then to Security Operations Center

   ii. Followed by a fax sent to the County Contract Administrator

   iii. Followed by a fax to the Security Operations Center

B) If said person is a Security Officer, Site Supervisor, Field Supervisor or Project

Manager, then they will be removed immediately from the Contract, until reinstatement has been approved by the County Contract Administrator or designee.

C) It is the Contractor's responsibility to make certain that all of its personnel are aware of this provision and take the necessary steps to ensure compliance.

6.12 POLYGRAPH EXAMINATION

The County reserves the right to require any of the Contractor's personnel to submit to a polygraph examination as deemed necessary by the County Contract Administrator or designee. The Contractor shall pay the costs for the examination. If the employee refuses to submit to the examination or fails the examination, the employee shall not provide service to the County under the Contract. All employees involved in an investigation shall complete a polygraph examination, upon request, as soon as possible but no later than five (5) working days from the date of request. The Polygraph Examiner shall be approved by the County Contract Administrator or designee.

6.13 SECURITY OFFICER ROTATION

The County reserves the right, at the discretion of the County Contract Administrator or designee, to transfer personnel of the Contractor working on the Contract, as well as rotate specific hours or location of Security personnel at a time interval specified by the County.

6.14 REMOVAL OR APPROVAL FOR CONTRACT

The County reserves the right to interview any prospective employee of the Contractor before that person is assigned to a County post. The County may reject any proposed Officer/Supervisor/Contractor Field Supervisor as deemed in the County's best interest. The County reserves the right to have the Contractor relieve any employee of the Contractor from a duty assignment, and/or bar the employee from further service under the Contract at the discretion of the County Contract Administrator or designee.

6.15 PROGRESS MEETINGS

The County may hold mandatory meetings, at the discretion of the County Contract Administrator or designee, for the purpose of discussing issues relevant to the performance and/or administration of the services provided by the Contractor. The County Contract Administrator or designee reserves the right to call meetings at any time during the Contractual period by notifying Contractor. The Contractor's Project Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Contract Administrator or designee unless specifically waived by the County Contract Administrator or designee.

6.16 TRAINING REQUIREMENTS

The County will reimburse the Contractor at an hourly rate equal to the current Living Wage for all trainings **mandated by the County Contract Administrator or designee**. The County may chose not to reimburse, at the County's sole discretion, if employee turnover rate for the Contractor is high. The Contractor shall pay its personnel a minimum of current living wage, as established by living wage ordinance, during all trainings mandated by the County Contract Administrator or designee.

A) Employee Orientation Training

Miami Dade County will administer a mandatory Employee Orientation Program for Contractor's personnel assigned to the Contract. Said Employee Orientation Training length and content will be solely determined by the County Contract Administrator or designee.

Upon completion of Employee Orientation Training, the Contractor shall submit invoices for all personnel, who attended said training, as specified in Section 8 (i).

B) Site Orientation Training for Security Officers

The Contractor shall provide a mandatory site orientation training to all security officers as specified in site specific post orders. Said training shall be conducted by a Contractor's Project Manager, Contractor Field Supervisor or Site Supervisor. Trainees shall not to be in an "active duty" status and may not be placed on duty at that site until said training has been completed. This training shall be conducted at each individual site to which the Security Officer is assigned. The measure of success for the training will be the effectiveness with which the trained employee is able to perform post duties. The County shall be the sole assessor of the effectiveness of the training. The Site Orientation Training shall consist of the following:

i) General and specific orders for the facility
ii) Policy and specific procedures for responding to emergency alarms, bomb threats, or incendiary devices etc in the facility
iii) Procedures for access control and operation of the security system within the facility
iv) Procedures for operation of the fire alarms, fire control system, and fire-fighting equipment

C) Job Enrichment Training

The County reserves the right to mandate job enrichment training for some or all employees of the Contractor. The training curriculum and length shall be determined by the County at a later date.

D) Advancement Training

Personnel may become eligible for the next level of security officer by successfully completing a comprehensive security officer course of study. The course curriculum and length shall be determined by the County at a later date. Subsequent to the successful completion of the required courses, said security personnel shall appear before an oral evaluation board as prescribed by and at the sole discretion of the County. All related cost for the training shall be the responsibility of the Contractor and shall not be passed on to the employee. **The County will not reimburse Contractor for advancement training.**

E) Evaluation of Training

The County Contract Administrator or designee will evaluate the quality and completeness of training provided by the Contractor to all personnel. Evaluations will include, but not be limited to, reviews of techniques and methods of instruction, quality of instructors, motivation, adequacy of classroom and supportive adjunct training materials, test content, and individual Security Officers' retentiveness. The County Contract Administrator or designee reserves the right to create, revise or mandate all training provided to personnel assigned to the County. Any changes to the training provided by the Contractor shall be

reviewed and approved by the County.

All formal training shall be administered (e.g., taught, presented) by persons who have been expressly approved on an individual basis by the County Contract Administrator, or designee. All classroom instructors shall be appropriately certified and licensed by an accredited licensed institution of learning or governmental educational certification body, or by documentation that the individual has sufficient experience with the subject matter to instruct students in an authoritative, practical, and current manner. Resumes for potential instructors shall be submitted to the Miami-Dade County prior to the start of training for approval.

The Contractor shall provide a copy of the proposed course of instruction with all materials for review and approval to the County Contract Administrator or designee before Contract start date. Representatives of the County Contract Administrator may visit training classes without notice to monitor the training.

F) Firearms Training

The Contractor shall employ a state-licensed firearms training instructor to develop and maintain an ongoing firearms program to meet or exceed the required State of Florida licensing statutes and standards. Contracted instructors will not meet this requirement; this instructor shall be directly employed by the Contractor.

G) Training for Contractor Field Supervisors

i) In compliance with all other Contract stipulations requiring that a Contractor Field Security Supervisor be fully qualified and capable of staffing a post the said Field Supervisors shall have met or will meet all Basic Instructional Training requirements prior to providing service to the County.

ii) Contractor Field Supervisors shall be provided sufficient on-site post instruction and provide Site Orientation Training (SOT) to Security Officers assigned to posts within the supervisor's span of control or shift of duty.

iii) In addition to the above base requirements for training, the Contractor shall provide to all Field Supervisors a minimum of eight (8) hours total of classroom instruction in the development of management and supervisory skills, as outlined below. The classroom instruction component shall include a fifty (50) question test, and shall require a minimum passing score of 75%:

- Supervisory responsibilities
- Training skill development
- Leadership development
- Authority and control
- Effective communication
- Handling complaints and grievances
- Management skills for supervisory personnel
- Time management
- Motivation
- Ethic
- GSA Security Management/Contract Supervisors relationship

The County may, at the sole discretion of the County Contract Administrator, administer training or testing of personnel assigned to the Contract.

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6.17 LOCAL MANAGEMENT OFFICE

The Contractor shall have a local management office in Miami-Dade County. The County reserves the right to inspect the office at any time. All records pertinent to administration and management of the Contract shall be maintained at local office and are subject to inspection by the County at any time.

The Contractor shall maintain, at a minimum, the following documents at the local management office:

A) Financial records: invoices, employee payroll and other associated backup documentation

B) FCC License

C) Log Books

D) Incident Reports

E) Quality Assurance Plan

F) Employee Personnel File
Required documents shall be placed under the same section/tabs in each employee's file. False statements or falsification of any of the documents required by the County will result in Liquidated Damages and/or filing of a Non-Performance. The Contractor shall maintain a copy of all disciplinary actions taken by the Contractor against its personnel, assigned to provide services to the County, for all infractions committed under the contract. A copy of said violations shall be placed into the employees personnel file. These files shall contain copies of but not limited to the following documents:

i) FDLE and National Criminal background check which shall be updated on a yearly basis
ii) Medical examination, including drug test results, which shall be updated, on a yearly basis and psychological results
iii) Training test results along with a copy of their test
iv) Proof of education and experience
v) State Security Officer licenses "D", "G" and "DI" as applicable
vi) Employment application and verifications of prior employment
vii) Polygraph examinations reports, as applicable
viii) Proof of certification for Law Enforcement experience
ix) A copy of DD-214 Long form for Military and Coast Guard experience
x) A copy of a valid State of Florida Drivers license
xi) A copy of a five (05) year Drivers history
xii) Proof of Citizenship, Resident Alien card or Work Permit

6.18 CONTRACTOR-FURNISHED ITEMS

Working Materials
The Contractor shall provide all working materials necessary for proper performance including, but not limited to, items such as bound log books, with preprinted consecutive numbered and lined pages, notebooks, pens, and pencils. The Contractor, at no additional charge to the County, shall supply these materials, unless otherwise specified by the County Contract

Administrator or designee.

6.19 COMMUNICATION SYSTEM

A) Handheld Radios

Two-way handheld radios, licensed for use by the FCC, shall be provided by Contractor to on-duty personnel. In addition, one (1) radio shall be issued by the Contractor to the Security Operations Center (SOC) and additional radios may be requested, at no additional charge, at the discretion of the County Contract Administrator.

B) Central Dispatch Center

Please refer to Section 2 (B).

The Central Dispatch Center shall have a back-up electrical generator power capacity to ensure essential operational functions as to sustain communications with the Security Officers and the County.

The Dispatch Center shall be staffed by experienced personnel twenty-four (24) hours a day, seven (7) days a week. Contractor's personnel available at the Central Dispatch Center shall have the ability and authority to take immediate action on behalf of the Contractor, as required. This station shall have a complete roster of all Security Officers assigned to County posts and hours to be worked. They shall also be able to make contact with Contractor's management twenty-four (24) hours a day, seven (7) days a week. Failure to comply with any of these requirements constitutes a material breach of the Contract, and may result in Liquidated Damages and/or a Non-Performance as specified in Section 6.23. Contractor's dispatch center is subject to unannounced inspections by the County at anytime.

C) System Quality

Radio communications among system users (e.g., all County and Contractor personnel) shall be strong and clear at all times ("five by five"), both transmitting and receiving. The Contractor shall provide and maintain required system quality, as follows:

i. Contractor shall use a network of repeaters of sufficient strength and capacity to service all facilities/buildings included in the Contractor.

ii. The Contractor shall ensure that the speed and quality of radio communications is not detrimentally impacted by on-air congestion. The Contractor should select a channel, i.e. frequency that is not overloaded with non-Contract users.

iii. The Contractor shall implement a program of maintenance and repair for all equipment to be used in providing services to the County. Such a program shall ensure the optimum performance of all equipment at all times, thereby allowing the system to meet the service requirements and quality standard specified in the Contract.

iv. The Contractor shall have a sufficient number of spare radios, chargers and charged batteries in stock to provide for those that are inoperative in the field or in the repair shop. Malfunctioning radios shall be replaced within four (4) hours.

v. The Contractor shall ensure that all radio equipment has sufficient operating power

at all times during a tour of duty. It may be necessary for the Contractor to implement a system by which fresh batteries, or charger radios, are delivered to the posts in order to meet this requirement. Wherever possible, the County may provide safe storage and electric power (for charging).

D) County Evaluation of Communications System

The County reserves the right to evaluate the Communication System at any time during the term of the Contract including any extensions or renewal thereof. Should there be a deterioration of performance during the term of the Contract, and the Contractor is unable or unwilling to make necessary improvements, the County may terminate the Contract. The County shall be the sole judge of the adequacy of radio communications.

6.20 UNIFORMS AND EQUIPMENT

A) Requirements

The Contractor shall ensure that, at all times while in uniform, all personnel shall be fully equipped and wear complete County-approved uniforms including uniform jackets with required patches that are sewn on and name tags. All personnel shall wear uniforms whose color and style have been approved in advance by the County Contract Administrator. All personnel providing service to the County may be required to wear the same color and style of uniform, distinguished only by Contractor's identification patches (see below). Uniforms do not have to be new, but shall be in good condition and meet contractual standards. Said uniforms shall consist of the following items:

i) **Standard Uniform for all levels of Security Officers, Contractor Field Supervisor and Site Supervisor** shall include:

a) Trousers, all-season weight

b) Shirt/blouse, short or long sleeve

c) Belt – solid black

d) Duty Belt (Mixson style)

e) Socks – solid black

f) Shoes – solid black Patent Leather or Corofram, no high heels, no platform shoes and no sneakers or tennis shoes.

g) Shoulder patches to indicate the name of the Contractor shall be sewn on and worn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor shall be worn or displayed on the uniform except hat.

h) Nametags to be worn over the right shirt pocket

i) Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with Contractor's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the Contractor along with company patch sewn to the jacket

j) All personnel shall wear clean, pressed uniforms at all times while on duty at a County Post.

ii) **Specialized Uniforms** may be worn at certain sites/posts with prior approval of the County Contract Administrator or designee, and may include the following:

a) Polo style shirt with long pants

b) Polo style shirts with shorts, solid black sneakers or boots (High Tech type, Bike Patrol uniform) baseball cap with company logo on the front

c) Overall, Coveralls (Jumpsuits)

d) Company photo I.D. badge to be worn on uniform shirt in plain view at all times while on duty

e) Jackets worn during cold weather are to be issued by company along with company patch.

f) Long sleeve shirts with neckties

g) Blazers or Suit Jackets with company logo (Court Security Officer)

iii) **Personnel Equipment for Security Officers**

Except as specifically noted, or provided for the Contract, Security Officers shall be equipped at all times while on duty with the following items:

a) Handcuffs and Key

b) Flashlight; heavy-duty (2 or more D-cells)

c) Two-way radio, licensed for use by the Federal Communications Commission (FCC) and meeting all requirements as specified in Section 6.19.

d) In addition to the above, armed Security Officers shall be equipped with a .38 special 4" barrel revolver or 9mm semiautomatic pistol of a reputable manufacturer (e.g., Smith & Wesson, Colt, Ruger or Taurus), and ammunition that meets State statutes. The Security Officer shall also be issued an ammunition pouch and a minimum of eighteen (18) or fifteen (15) rounds according to the weapon's ammunition capacity. The Security Officer shall utilize a weapons triple retention holster compatible with the firearm, uniform and other equipment. The holster shall be worn on the duty belt. All armed security personnel shall be provided training for triple retention holster.

e) Mace in accordance with State statutes and officer shall be certified as per Florida State Statues

f) Expandable Baton (e.g.-ASP) in accordance with Florida Statutes and officer shall be certified as per Florida State Statutes

All personnel shall not carry any unauthorized equipment such as chemical agents, concealed weapons, personal radios, or other items not approved by the County Contract Administrator or not included in the Contract.

iv) **Vehicular Equipment**

Security Officers may be required by the County to operate licensed and insured marked motor vehicles in order to supervise different posts, move between assignments, or to conduct vehicular patrols of an area. Likewise, they may be required to operate off-street motorized carts in order to conduct vehicular patrol of an area. Other means of transportation e.g.-boats, bicycles, horse, etc. will be considered on a post-by-post basis for possible use. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor as well as specialized bike training class with a minimum of eight (8) hours. The County

Contract Administrator or designee shall approve vehicle types, color, markings, lights, and other features. Any personnel assigned to a post where he/she will be operating a motorized vehicle to include a golf cart shall have a valid Florida driver's license.

v) **Minimum number of Uniforms and Equipment for Security Officers**

In order to ensure that all on-duty Security Officers are fully equipped and meet contractual standards for neatness and appearance, the Contractor shall issue to each employee, and maintain throughout the term of the Contract, uniforms and equipment in the following minimum numbers as specified below:

a) Trousers, three (3)
b) Shirts/blouses, five (5)
c) One (1) set of all other uniform components as specified
d) Cold weather jacket (1)
e) Raincoat (1)
f) Duty Belt (1)
g) Handcuffs and Key (1)
h) Firearm, if applicable (1)
i) Ammunition Pouch (1)
j) Eighteen (18) or Fifteen (15) rounds of Ammunition, as applicable
k) Mace (1)
l) Expandable baton (1)

B) Radiation Detection Badges

The Contractor shall remain in full compliance throughout the term of the Contract, with all State of Florida Regulations related to the control of radiation, including Radiation Detection badges, as outlined in Chapter 10 D-91 of the Florida Administrative Code.

C) Maintenance Of Uniforms And Equipment

The Contractor shall assure that Security Officers maintain a clean neat, well kept appearance in accordance with the Contractual standards (e.g. pressed uniform, polished shoes, etc.). The Contractor shall maintain and replace uniforms, as necessary. Likewise, all equipment used by the Contractor, provided by either party, shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear which may constitute a hazard to any person on County property.

D) Uniforms Costs

The Contractor shall be responsible for the quantity and quality of uniforms and other required personal equipment used by its personnel in providing services to the County. The Contractor shall provide, at no cost to its personnel, all uniforms and equipment to ensure that contractual standards are met.

6.21 WEAPON SAFETY

The Contractor shall issue to its Security personnel a company issued Firearm. In no circumstance will Officer's personal weapons be acceptable as the Officer's duty weapon in providing service to the

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County. The Contractor shall observe the following safeguards regarding the use of firearms at all County facilities/buildings. This includes, but is not limited to, the distribution of the following safeguards to all Security Officers on post and the inclusion of these safeguards in all training courses:

A) Firearms shall not to be removed from their holsters for any reason except to be used in life-threatening situations or for inspection by County Contract Administrator or designee. Gun Belts shall be worn properly at all times except during restroom breaks. Violations of these policies may result in immediate removal from County contract and criminal prosecution, as warranted.

B) At no time will firearms (including gun belts and ammunition) be stored or left unsecured at any County site.

C) Firearms shall not to be cleaned at County facilities at any time.

D) Unauthorized weapons, holsters, and ammunition are expressly prohibited.

E) Armed Security Officers and Supervisors who do not have in their possession a current gun license shall be immediately removed from standing post at the County facility.

F) Loss, theft, use, or misuse of weapons shall be reported immediately to GSA Security Management.

G) Armed Security Officers shall follow guidelines as set forth all in FSS Chapter 493.

6.22 **QUALITY ASSURANCE PLAN**

The Contractor shall establish and maintain a Quality Assurance Plan (QAP) to ensure that all requirements stated in the Contract are met. Changes to this plan during the term of the Contract shall be transmitted to the County Contract Administrator or designee as they are made. The plan shall include, but not be limited to, the following:

A) QAP Contractual Review Plan

The Contractor shall provide for the periodic review of all contractual requirements and services as identified in the Contract and related contractual documents (e.g., Post Orders, Quality Assurance Plan). The plan shall identify the activities to be inspected on both a scheduled and unscheduled basis, how often and in what manner the inspections will be accomplished, and the name and rank of personnel who will perform the inspections.

B) Corrective Action Procedures

The Contractor shall have established procedures to respond to and correct deficiencies in service that may have been identified by the County Contract Administrator or designee. The Contractor will be provided a time frame in which the corrective action shall be completed. If the Contractor is unable to complete the corrective action within the prescribed time allotted by the County Contract Administrator or designee, then the Contractor may submit a written request for an extension of time. Failure to complete any corrective action within the prescribed time on the part of the Contractor will result in Liquidated Damages and/or a Vendor Non-Performance.

6.23 FAILURE TO PERFORM

A) Liquidated Damages

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The Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The County, at its sole discretion, will determine the damages arising from such failure. The County Contract Administrator's or designee's assessment of all Liquidated Damages will be final. The County will accomplish this by deducting the amount of the liquidated damages from subsequent payments due for service rendered by the Contractor. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of Liquidated Damages. Subsequent violations will result in a Vendor Non-Performance. Any of these violations may result in Contractor's personnel being removed from the post and/or Contract at the request of the County Contract Administrator or designee.

A written notice of a violation and intent to impose liquidated damages shall be provided to the Contractor in the form of an Infraction Report. Infraction Reports shall be issued to the Contractor promptly by the County Contract Administrator or designee, in order to afford the Contractor time to notify the County of extenuating circumstances.

The 1st infraction may result in Liquidated Damages of $100.00, the 2nd infraction $200.00, the 3rd and subsequent infractions $300.00; (Unless a Special Violation, in which case the 1st infraction will be $500.00, the 2nd infraction $1000.00, 3rd infraction $1500.00). The graduation of Liquidated Damages will occur with the involvement of the same facility, Contractor's personnel and a pattern of the same incidents at multiple posts (e.g. no radios, lack of supervision, etc.). Any violations committed by Contractor's personnel will result in the suspension or removal from duty of said personnel at the discretion of the County Contract Administrator or designee. Violations that may result in the assessment of Liquidated Damages include, but are not limited to, the following;

i) Contract Personnel Violations

- **a.** Late for duty
- **b.** Sleeping on duty
- **c.** Failure to follow post orders
- **d.** Abandoning post
- **e.** Inappropriate Behavior
- **f.** Improper or badly soiled uniform
- **g.** Failure to conspicuously display on person Security officer licenses (D & G), Company ID or Aviation ID card when assigned to airport
- **h.** Failure to make report
- **i.** Improper clock rounds
- **j.** Improper State licensure (e.g. not on person, expired)
- **k.** Improper records, reports or logbook
- **l.** Improper reading materials other than work related (e.g., newspapers and magazines)
- **m.** Improper audio/video devices other than work related
- **n.** Unauthorized visitors on post
- **o.** Not signing in or out in logbook
- **p.** Vehicle irregularities
- **q.** Post opened or closed late
- **r.** Personal phone use
- **s.** Failed to report for duty
- **t.** Health deficiencies

ii) Administrative Violations

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a. Improperly or insufficiently equipped
b. No radio or inoperative radio
c. No vehicle or inoperative vehicle
d. No weapon or ammunition violation
e. Inadequate writing skills
f. Inadequate training
g. Lack of contract supervision.
h. Excessive hours on duty (not approved in advance by GSA)
i. Violations of local, State, or Federal laws, Regulations, or Ordinances
j. Failure to provide Security Officers for "special requests" assignment after making commitment
k. Criminal records check not complete/or hired
l. Contractor personnel with criminal records
m. Difficulty in speaking or understanding English, and/or being understood by others
n. Failure to have current Post orders on site
o. Invoicing Discrepancies or Inaccuracies
p. Contract Section Violations

iii) Special Violations

a. Reassignment of any personnel previously suspended or removed from duty by the County
b. Failure to notify the County of an arrest of personnel within time frame as specified in Section 6.11
c. Improper internal employee fines or wage practices
d. False or Misleading Statements by Contract personnel
e. Deduct money from an employee's paycheck as a result of Liquidated Damages

Note: The Contractor shall NOT pass along to its personnel any liquidated damages assessed for infractions on the Contract. Violations will not only result in Liquidated Damages, but constitute a Violation of the Living Wage Ordinance and may be subject to additional punitive action.

B) Non-performance Actions

Continuing patterns of contractual violations, or the commission of an especially egregious violation, may warrant the filing of a Vendor Non-Performance Action by the County Contract Administrator or designee. In such circumstances, the Contractor will receive copies of such actions, and will be given the opportunity to respond, in accordance with County Non-Performance procedures. Upon documentation of Non-Performance Actions, the County Contract Administrator or designee may take actions (beyond the imposition of Liquidated Damages) that may include the following but are not limited to:

i) Suspension and/or Loss of Post(s)

Repeated violations of any type or a particularly serious violation at the same facility or facilities may be taken as proof that the Contractor cannot properly handle that location or

locations. In such situations, the County Contract Administrator or designee may remove the Contractor from the facility/post and reassign the facility/post to another Contractor assigned, either temporarily (suspension) or permanently. Similarly, new or existing posts may be assigned to a different Sector Contractor in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing Contractor.

ii) Loss of Sector and Debarment

A continuing pattern of frequent and/or egregious violations at multiple facilities, or repeated actions by the County Contract Administrator or designee to suspend and/or remove the Contractor from Sector posts may be taken as proof of a general incompetence on the part of the Contractor to perform in accordance with the contractual requirements. In such circumstances, the Contractor may be placed on contractual probation, removed from the Contract and/or debarred from doing business with the County.

6.24 COURT APPEARANCES

The Contractor's personnel may be required to testify in various judicial proceedings on behalf of the County. These personnel shall coordinate all Contract-related court appearances with the County Contract Administrator or designee when such appearances are required. Any Security Officer required to make a court appearance shall be remunerated by the Contractor at the same hourly rate as would be earned while on duty under the Contract, and the Contractor shall in turn be remunerated by the County at the stipulated billing rate. The Contractor shall invoice for the actual hours the Security Officer spent at court, regardless of whether or not his/her testimony was used and/or provided. (Court delays are common, and multiple appearances by the testifying Officer may be required). A copy of the original subpoena shall be submitted with the invoice. Contract-related Court testimony on behalf of the County shall take priority over all other scheduled duties, and the Contractor shall coordinate with the County Contract Administrator or designee to ensure that this is done with no impact to daily operations. Personnel scheduled to testify on behalf of the County due to their Contract related duties shall appear for court testimony in full uniform, but without weapons/firearms.

6.25 INVOICING DISCREPANCIES

It is the County's intent to ensure that all invoices are processed and paid according to a Contract with the correct hours and rates reflected. It is the Contractor's responsibility to review and ensure that the invoicing submitted to the County accurately reflects the hours worked and applicable billing rates. Any invoices submitted for payment or correction after ninety (90) days from the service date will not be honored; furthermore, the continued submittal of duplicate invoices or previously processed invoices will result in Liquidated Damages and/or a Vendor Non-Performance.

7. REPORTING REQUIREMENTS & PROCEDURES

The Contractor shall comply with the following reporting requirements and procedures:

A) A brief statement of any unusual events shall be written in the post logbook, so the County Contract Administrator or designee can identify the principals later, if a further investigation is needed. All bound logbooks become the property of the County upon its replacement on the post. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The Contractor shall maintain all logbooks during the term of the contract and any renewals or extensions thereof. Upon expiration of the contract or earlier as required by County Contract

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Administrator or designee, the Contractor shall deliver all such logbooks to the County at a place to be determined by the County.

B) A copy of all reports shall be furnished to the County Contract Administrator or designee prior to the completion of each shift and a copy to Security Management on all major incidents.

C) An Incident Report shall be completed whenever any unusual event and/or criminal events occurs. Such events include, but are not limited to the following: discharge of firearms, major criminal act or any safety hazards. Officers shall consult Contractor Field Supervisor when in doubt about any reports. If there are any injuries as a result of a firearm discharge 911 is to be called immediately. The Security Operations Center (SOC) 305.375.4500 shall be notified immediately after calling 911. Facility Contact/ Building Managers and Contractor Field Supervisors shall be notified.

D) Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the Security Operations Center (SOC) immediately after the incident occurs, in order to receive a Security Management case number, by calling the Security Operations Center (SOC) at 305.375.4500, after authorities have been notified.

E) All employees shall follow the "Chain of Command." After exhausting efforts with Contractor's Management staff the next step will be a GSA Security Supervisor followed by the County Contract Administrator. Failure to adhere to the guidelines may result in Liquidated Damages and/or removal of the Contractor's personnel from providing services to the County.

8. METHOD OF PAYMENT: BI-WEEKLY INVOICES

The Contractor shall abide by the following requirements of GSA Security Management for billing purposes:

i. Invoice: The Contractor shall submit one original and two duplicate sets of the detailed bi-weekly invoices to GSA Security Management Section, 200 NW 1 Street, Suite 103, Miami, FL 33128. Sample invoice is provided herein as Attachment B. The County will specify whether the invoices shall be submitted electronically or hard copy. The County reserves the right to change the format of invoices at any time. The Contractor shall work with the County to finalize the format for electronic invoicing.

ii. Payroll Documentation: In addition, from time to time the County Contract Administrator or designee may request time sheets, payroll records, and/or other documentation showing the names, social security numbers, wage rates, FICA payments, and unemployment insurance payments, and/or other applicable documents that would verify existence of a payment to the Contractor's personnel. The Contractor shall provide payroll documentation as directed by County Contract Administrator or designee.

iii. Payment Schedule: The Contractor shall agree to the County's Method and Times of Payment as specified in Article 9. The Contractor shall be prepared to have enough working capital to function in this environment.

9. OVERTIME

The County shall allow overtime payment at a maximum rate of one and a half times the regular hourly wages. This allowance shall only be provided in those instances where expressly authorized by the County Contract Administrative or designee prior to the commencement of the overtime work. Further, overtime work shall not be allowed during the normal work day. As a matter of confirmation, overtime work only occurs after 40 hours of work effort in a given week by a given individual.

10. LIVING WAGE

The Contractor shall comply with the provisions of Miami-Dade County Ordinance 99-44.

11. RETURNED CHECKS

In order to ensure the maintenance of an adequate job force, payment to security guards shall be on time and with checks that are valid, i.e., there are available funds in the bank to cover said checks. Refer to Section 6.23 (A) (iii), Special Violations, above.

12. COUNTY-FURNISHED ITEMS

The County shall furnish to the Contractor, to be used only in connection with the providing services to the County, the following materials and equipment:

A) Generic Post Orders will be given to the Contractor

B) Equipment

The Contractor shall be responsible for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall replace, or reimburse the County at current market rates, for all equipment that is lost, damaged, stolen, or made otherwise unavailable due to the negligence of the Contractor or its personnel. Upon termination/expiration of the Contract issued, all equipment shall be returned to the County in good operating condition, less reasonable wear and tear as defined by the County.

The Contractor shall be liable for any loss of or damage to County or private property, real or personal, that may result from the acts or omitted acts of its personnel in violation of a Contract or any derivative or supplemental documents (e.g. post orders) or directives.

C) Forms

A sample of required forms and other documentation used in reporting procedures at specific posts will be provided or approved by the County Contract Administrator, designee or Building/Facility Manager if site specific.

D) Keys

The Contractor shall be responsible for all keys that are issued by the County. Special care shall be exercised when dealing with Grand Master or Master keys. All lost keys shall be reported immediately to the Security Operations Center and to the Building Manager/Facility Contact. The Contractor shall provide adequate control and accountability for these keys. If a Grand Master or Master key under control of the Contractor is lost, the Contractor shall be liable for the cost of re-keying the building/facility. Lost keys other than Grand Master or Master keys shall result in the Contactor paying for the cost of re-keying all effected doors. The removal and/or duplicating of County issued keys without the expressed written consent of the County Contract Administrator or designee is strictly prohibited.

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E) Phones
County phones made available to the Contractor's personnel to be used for County business only. Personal and long distance calls are prohibited. Long distance or any unauthorized calls shall be reimbursed to the County within fifteen (15) calendar days of notice from the County. The use of personal Cellular phones is also prohibited except in emergency situations, violations of these procedures will result in Liquidated Damages.

13. SCHEDULING SOFTWARE

The Contractor shall use scheduling software to track scheduling of guards and to ensure that all posts are staffed by guards qualified to work the said post. The Contractor will provide user access for GSA Security Management one County personnel, designated by the County Contract Administrator, at no additional cost to the County. The system should allow the County to view reports generated by this software. If the scheduling software will be use for billing also, the Contractor shall work with the County to provide finalize invoicing format.

14. GUARD CHECKS

The Contractor shall implement and use available systems to make sure that the guards are actively performing duty. This may include use of guard tour systems or similar, radio calls, or GPS. The Contractor shall notify the County Contract Administrator in writing as to what system will be used by the Contractor under this Contract. The Contractor shall provide reports to the County upon receipt of the request from the County Contract Administrator or designee.

15. TABLETOP EXERCISES AND DRILLS

The Contractor shall conduct, at no additional cost to the County, tabletop exercises and drills to simulate contingency events based on the security plan. These drills and exercises will be used to identify weaknesses and refine the current procedures. The County Contract Administrator will determine the dates and duration of these exercises.

16. CUSTOMER SATISFACTION PROGRAM

The Contractor shall implement a customer satisfaction program to include a minimum of customer satisfaction surveys to be conducted twice a year. The County Contract Administrator will determine the format for the surveys. Any negative feedback received shall eventually be followed by corrective action plan to be approved by the County Contract Administrator.

17. PERFORMANCE BOND REQUIREMENTS

The Contractor shall provide a Performance Bond in the amount of 10% of the total agreed upon weekly price multiplied by fifty-two (52) weeks for a yearly total for the Sector. The Performance Bond shall be delivered to the County within 15 calendar days after formal notice is issued by the County. The Performance Bond shall be prepared on the applicable bond form(s) provided herein as Appendix D. It may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as specified in Article 42. No other form shall be accepted. If the Contractor fails to deliver the Performance Bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender its offer guaranty/Proposal bond, and the County shall not accept any Proposal from the Contractor for a twelve (12) month period following such

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default. In lieu of a bond, an **irrevocable letter of credit or a cash bond** in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable.

The Contractor shall comply with the performance bond requirements every year during the term of the Contract including any extensions/renewals thereof. The County will issue a notice to the Contractor every year and the Contractor shall deliver the performance bond to the County within 15 calendar days of the notice issuance date.

18. SECTION 3 (OF THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ACT OF 1968) REQUIREMENTS

This Contract is a Section 3 covered activity for Miami-Dade Housing Agency (MDHA). Section 3 requires that job training, employment and contracting opportunities be directed toward low and very-low income persons and to businesses that provide economic opportunities to those persons.

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APPENDIX B

Price Schedule

A. CONTRACTOR's PRICE FOR PERSONNEL

Contractor's rates for different levels of security officers, site supervisors, field supervisor and project manager:

Personnel	Price (Hourly Rate)
Level 1 Security Officer	$19.88
Level 2 Security Officer	$23.42
Level 3 Security Officer	$25.61
Contractor Field Supervisor	$27.79
Site Supervisor (For Level 1 Officers)	$21.80
Site Supervisor (For Level 2 Officers)	$24.46
Site Supervisor (For Level 3 Officers)	$27.13
Personnel	**Annual Rate**
Project Manager	$60,000.00

Notes:

1. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees are included in the Contractor's price, as they shall not be reimbursed separately by the County.

2. Contractor shall submit invoices and other required documentation in order to receive payment for services rendered.

3. The County makes no guarantee of the actual number of hours under the Contract. The Contractor shall be paid on an hourly basis.

4. The County, may at its sole discretion, add or delete facilities/buildings.

5. The County, may at its sole discretion, increase/decrease the number of hours of service required for a building/facility.

B. PAYMENT FOR SPECIAL EQUIPMENT

Contractor's hourly rates for providing the "Special Equipment" for the duration of the Contract including any renewals and extensions thereof:

Special Equipment	Hourly Rate
Use of Licensed Motor Vehicle	$2.50
Use of Golf Cart	$0.75

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Notes:

1. The County reserves the right to increase/decrease the hours for usage of supplemental equipment.

2. The County reserves the right to provide equipment to the Contractor and in that case, the above charges do not apply.

APPENDIX C

TIERS & SECTORS

Security Guard services are organized into three (3) Sectors as follows:

Tier	Number of Sectors	Service Required	Sector Numbers
Tier 1	3	Security Guard Services	Sectors:1A,1B, 1C
*Sectors 1D and 1E, Tier 2 and Tier 3 are covered under RFP 487A.			

These three (3) Sectors require Security Guard Services only and are referred to as Tier 1 Sectors.

*Services for Sectors 1D, 1E, and Tiers 2 and 3 were solicited under RFP No. 487A. Tier 1 Sectors (excluding the Sectors of RFP No. 487A) encompass the entire area of Miami-Dade County. Tier 2 Sectors likewise are specific geographic areas that encompass the entire area of the County. Tier 1 and Tier 2 overlap one another. A Tier 1 facility (one that does not require Screening services) may lie in close proximity to a Tier 2 facility (one that does require Screening services).

Sector boundaries have been drawn in such a way as to delineate Sectors that are in the best interest of the County. Due to the necessity to ensure that only one Contractor provides services to a facility, it may become necessary from time to time to reassign specific facilities between Sectors.

Sector Boundaries

Sector 1A: Bounded on the North by the Miami-Dade/Broward County line, extending South to the North side of NE/NW 75th Street, East and West to the Miami-Dade County limits.

Sector 1B: Bounded on the North by the South side of NE/NW 75th Street, extending South to the North side of Flagler Street, East and West to the Miami-Dade County Line, excluding the area defined in Sector 1C.

Sector 1C: Bounded on the North by the South side of NE/NW 54th Street, extending South to the North side of Flagler Street **(TO INCLUDE 140 WEST FLAGLER BUILDING)**, East by the Atlantic Ocean and on the West by East side of NW 22nd Avenue.

All current/future Miami-Dade Housing Agency (MDHA) facilities/buildings that fall/may fall in the geographic boundaries of the Sectors covered under RFP No. 487A are/will be included in either of the above three Sectors.

APPENDIX D

MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

Any change, alteration or addition to this form will disqualify this Performance and Payment Bond

STATE OF FLORIDA)
SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____

_____ As Principal, and _____

_____

A corporation organized under the laws of the State of _____ with its home office in the city of _____, as Surety, (said Principal and said Surety hereinafter collectively being referred to as Obligator), are held and finally bound unto Dade County, Florida, acting by and through the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, and their successors in office, hereinafter called the Obligee, in the sum of $_____ lawful money of the United States of America, for the payment whereof to the Obligee, the Principal and Surety respectively bind themselves, their successors, heirs, and assigns, jointly and severally, finally by these present.

Signed, sealed and dated this _____ day of _____, 20_____.

WHEREAS the Principal and Obligee have entered into a written contract, hereinafter called the "Contract" for

_____

_____

As evidenced by contract and specifications made a part thereof, entered into between the Principal and the Obligee on the _____day of _____, 20_____ a copy of which Contract may be attached hereto and is hereby referred to and made a part thereof.

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of the Principal's failure to comply with any of the terms of the Contract, then this obligation shall be void; otherwise, it shall remain in full force.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

1. Said Principal (Contractor) shall well and truly perform; carry out and abide by all terms, conditions and provisions of said Contract including all maintenance and warranty provisions and furnish complete the items herein specified in accordance with the terms thereof, and the Obligator herein shall and does hereby agree to indemnify the Obligee and hold it harmless of, from and against any and all liability, loss, cost, damage or expense and attorney's fees, including appellate proceedings, which said Dade County, Florida may incur or which may accrue or be imposed upon either thereof by reason of any negligence, default and/or misconduct on the part of the said contractor, and _____ agents, servants, and/or employees, in, about or on account of the performance of said contract by the said contractor, and shall repay to and reimburse to the said Dade County, Florida, promptly upon demand, all sums of money, each and every, reasonably paid out or expended by the said Obligee on account of the failure and/or refusal of said contractor to carry out, do, perform and/or comply with any of the terms and provisions of said Contract at the time and in the manner therein provided.

2. The Principal will make payments to all persons supplying Principal labor, material and supplies used directly or indirectly by the Principal or any subcontractors of the Principal in the prosecution of the work provided for in said Contract.

3. Each and every person, natural and artificial, for whose benefit this bond has been executed as disclosed by the text of this bond and of said Contract, specifications, drawings and all papers, and of said agreement and instruments attached and made a part of said Contract, and each and every person, natural and artificial, supplying labor, materials and supplies in furtherance of said Contract, shall have the same several rights of suit or action upon this bond as if he or they were the Obligee or Obligees herein specially mentioned, and the obligations hereof shall be several as to the rights of said persons or said Obligees hereof.

4. In each and every suit brought against the Obligor upon this bond in which the Plaintiff shall be successful, there shall be assessed therein against the Obligor herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Obligor hereby expressly agrees to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20_____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of: _____
Printed Name of Individual

_____

_____ _____
Two Witnesses Signature of Individual

[redacted]

WHEN THE PRINCIPAL IS SOLE PROPRIETORSHIP OR OPERATES UNDER TRADE NAME:

Signed, sealed and delivered in the presence of: _____
Name of Firm

_____ _____
Signature of Individual

_____ _____
Two Witnesses Printed Name of Individual

[redacted]

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of: _____
Name of Firm – A Partnership

_____ _____
Printed Name of One Partner

_____ _____
Two Witnesses Signature of One Partner

[redacted]

WHEN PRINCIPAL IS A CORPORATION:

_____

_____ _____
Secretary Correct Name of Corporation

(Affix Corporate Seal) By: _____
President or Vice-President

[redacted]

Attest:

_____ _____
Corporate Surety

Countersigned: _____
Business Address

_____ By: _____
Florida Resident Agent Corporate Seal

4/95

CORPORATE PRINCIPAL CERTIFICATION

I _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested foe and in behalf of said corporation by authority of its governing body.

Corporate Seal

STATE OF FLORIDA)
SS
COUNTY OF DADE)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared: _____ _____ to me well known, who being by me first duly sworn upon oath says that he/she is the Attorney-in-fact for the _____ and that he/she has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Miami-Dade County, Florida.

Subscribed and sworn to before me this _____ day of _____ A.D. 20 _____.

_____

Notary Public, State of _____ at Large

My commission expires _____

2/96

Security Guard Services
Contract No. 487B-1B

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Barton Protective Services LLC d/b/a AlliedBarton Security Services, a corporation organized and existing under the laws of the State of Delaware, having its local office at 6303 Blue Lagoon Drive #375, Miami, FL 33126 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide security guard services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 487B and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated April 7, 2006, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein; and,

WHEREAS, the County desires to procure from the Contractor such services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

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ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

a) The words "Building Manager" to mean the County employee responsible for the supervision of a particular building(s) or area(s) in Miami-Dade County.

b) The words "Central Dispatch Center" to mean a base station/office where personnel employed by the Contractor have the capacity to monitor telephone calls, radios, faxes and employees.

c) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.

d) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A) and all appendices, RFP No. 487B and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

e) The words "Contract Date" to mean the date on which this Agreement is effective.

f) The words "Contractor" to mean Barton Protective Services LLC d/b/a AlliedBarton Security Services and its permitted successors and assigns.

g) The words "Contractor Field Supervisor" to mean supervisory personnel designated by the Contractor and approved by Miami-Dade County for supervising and providing specific training to Security/Screening Officers assigned to the Contract.

h) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.

i) The words "Contractor Personnel" to mean all personnel employed by the Contractor and approved by the County, for the Contract, including but not limited to the Project Manager, Contractor Field Supervisors, Dispatchers, Site Supervisors and Security/Screening Officers.

j) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.

k) The words "County Contract Administrator" (CCA) to mean a person designated to coordinate and monitor the services provided by the Contractor. This person is the Chief of Security, General Services Administration (GSA). This person is the County's Project Manager for the Contract.

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l) The words "County's Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.

m) The words "County Security Supervisors" to mean Staff designated by the County Contract Administrator to monitor all aspects of the Contractor's operation as it pertains to the performance and delivery of services required by the County under the Contract.

n) The word "Days" to mean Calendar Days.

o) The word "Department" to mean General Services Administration.

p) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.

q) The word "Dispatcher" to mean personnel employed by the Contractor to staff its Central Dispatch Center.

r) The words "Facility Contact" to mean person assuming the same role in a building or area that does not have a designated Building Manager or who has been delegated such duties by the Building Manager.

s) The words "GSA Security Management" to mean County's management responsible for overseeing the security of County's buildings/facilities and monitor the services provided by the contractor. This includes County Contract Administrator, County Security Supervisor or designees.

t) The words "Liquidated Damages" to mean a financial assessment levied by the County Contract Administrator or designees, for failures by the Contractor or its employees to meet contract requirements or standards, there by resulting in the contractors failure to deliver the services required or any derivative/supplemental documents (e.g. Post Orders), creating direct, indirect or potential losses to the County.

u) The words "Project Manager" to mean person designated by Contractor and approved by Miami-Dade County to administer the Contract and oversee Contractor operations.

v) The word "Records" to mean any books, documents or evidence pertaining to, or used in the Contract.

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w) The word "Sector" to mean a term to describe a Tier 1 or Tier 2 or Tier 3 geographical area.

x) The words "Security Operations Center" (SOC) to mean the County facility, designated by the County Contract Administrator, that will function as the primary point of radio and/or telephone contact between contract personnel and the County Contract Administrator or designees on a 24-hour a day, yearly basis.

y) The words "Security/Screening Officer" to mean personnel designated by the Contractor and approved by Miami-Dade County to perform specific duties as defined in the Contract.

z) The words "Security/Screening Officer Infraction Report" to mean a written report prepared by the County Contract Administrator or designee to identify specific failures and to assess Liquidated Damages to the Contractor for failure to meet Contract standards.

aa) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.

bb) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

cc) The word "Tier" to mean a term used to describe type of service required as follows: Security Guard Services only (Tier 1), Security and Screening Services (Tier 2) or Security, Screening and specialized services (Tier 3). Tier 2 and Tier 3 are covered under RFP 487A.

dd) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ee) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) Price Schedule (Appendix B), and all appendices hereto 4) the Miami-Dade County's RFP No. 487B and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

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ARTICLE 3. RULES OF INTERPRETATION

a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.

b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date specified on the first page of this agreement and shall be for duration of three (3) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for two (2) two-year options-to-renew. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This

Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

The Contractor shall commence work upon issuance of a Notice-to-Proceed by the County.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the County's Project Manager:

Miami-Dade County
200 N.W 1st Street, Suite 104
Miami, FL 33128
Attention: Daniel Payne, Chief of Security
Phone: (305) 375-1011
Fax: (305) 372-6020

and,
b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Barton Protective Services LLC d/b/a AlliedBarton Security Services
6303 Blue Lagoon Drive, Suite 375
Miami, FL 33126
Attention: Richard P. Mullan
Phone: (305) 262-7123
Fax: (305) 262-8474
E-mail: Richard.Mullan@alliedbarton.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked

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such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in Appendix B - Price Schedule. The County reserves the right to add and delete facilities/buildings and increase/decrease the number of hours of service required at a building/facility. The County may negotiate with the Contractor the cost to provide services to facilities/locations that are added to the contract during the contract term and any extensions/renewal thereof.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods, except for yearly percentage increase in the living wages that will be applied to the classifications that are billed to the County at hourly rates specified in Appendix B. The Contractor is responsible for requesting the living wage increase. The Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof. The County will issue supplemental agreements and revise Appendix B to incorporate this change in the hourly rates.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County biweekly (once every two weeks), upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County and shall show the County's contract number. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later that sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
200 N.W 1st Street, Suite 104
Miami, FL 33128
Attention: Daniel Payne, Chief of Security

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The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1st Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

2. Public Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of the Department of Procurement Management, as the certificate holder, must appear on the certificate of insurance.**

   Public Liability Insurance shall cover the armed services.

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following

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qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

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ARTICLE 11. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper

identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the County's Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the County Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the County's Project Manager as soon thereafter as is practicable.

c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the County's Project Manager. In the event that the Contractor and the County's Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the County's Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on

parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope Of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

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ARTICLE 17. AUDITS

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.

c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

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d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.

b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that

such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

i. stop work on the date specified in the notice ("the Effective Termination Date");

ii. take such action as may be necessary for the protection and preservation of the County's materials and property;

iii. cancel orders;

iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

v. take no action which will increase the amounts payable by the County under this Agreement; and

e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

i. portion of the Services completed in accordance with the Agreement and the Work Order up to the Effective Termination Date; and

ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.

f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

i. the Contractor has not delivered Deliverables on a timely basis.

ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;

iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

v. the Contractor has failed to obtain the approval of the County where required by this Agreement;

vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;

vii. the Contractor has failed in the representation of any warranties stated herein.

b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

i. treat such failure as a repudiation of this Agreement;

ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and

advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

a) lost revenues;

b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and,

c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be

enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the

Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The

audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes,

ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.

c) Environmental Protection Agency (EPA), as applicable to this Contract.

d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

f) Miami-Dade County Code Section 10-38 "Debarment".

g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in

violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

   i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

   ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor

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shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the County's Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and

c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Note: Federal funds are excluded from the UAP, and therefore this fee does not apply to purchases under this Contract.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 42. PERFORMANCE BOND

The contractor shall duly execute and deliver to the County a Performance and Payment Bond in the amount of 10% of the total agreed upon weekly price multiplied by fifty-two (52) weeks for a yearly total for the Sector. The Performance and Payment Bond Form, Appendix D, provided by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed form shall be delivered to the County within 15 calendar days after formal notice from the County. If the Contractor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that Contractor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

A. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond Amount	Best Rating
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

B. On contract amounts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;

2. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and

3. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

C. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years, or holding a valid Certificate of Authority of at least 1.5 million dollars and on the Treasury List.

D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to Miami-Dade County during the life of this contract and/or as long as the funds are being held by Miami-Dade County.

F. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	Miami-Dade County
By: [signature]	By: _____
Name: Richard P. Mullan	Name: _____
Title: VP/GM	Title: _____
Date: 9-22-06	Date: _____
Attest: [signature] Corporate Secretary/Notary	Attest: _____ Clerk of the Board
Corporate Seal/Notary	Approved as to form and legal sufficiency
SABRINA URQUHART Notary Public - State of Florida My Commission Expires Aug 18, 2006 Commission # DD483590 Bonded By National Notary Assn.	_____ Assistant County Attorney

APPENDIX A
SCOPE OF SERVICES

1. INTRODUCTION/BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by Miami-Dade County General Services Administration (GSA) is contracting for Security Guard services for facilities in the geographic boundaries of Sector 1B. A brief description of all Tiers and Sectors in the County is provided herein as Appendix C.

The Contractor shall ensure the highest level of security at each and every facility where services are provided. The types of services required under this Contract are:

- Armed Security
- Unarmed Security

Services at a given facility shall be provided by a single Contractor.

The County reserves the right to add or delete a Sector or a facility from a Sector during the term of the Contract 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 Contractor, currently providing service to the County, in the best interest of the County.

The contract term is 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. QUALIFICATIONS FOR THE CONTRACTOR

The Contractor shall maintain, at a minimum, the following qualifications during the term of the Contract including extensions and renewals thereof.

A. The Contractor 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: Contractor 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 Contractor. This center shall not be outsourced to another company unless approved in writing by the County Contract Administrator.

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 personnel of the Contractor. The Contractor 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 Contractor's personnel shall act in a courteous and professional manner at all times. The Contractor 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 Contractor shall be liable for losses; potential loses or damages arising from the actions of its personnel.

4. PRE-CONDITIONS OF NOTICE-TO-PROCEED

The Contractor shall commence work upon issuance of a Notice-to-Proceed by the County. The County will issue a Notice-To-Proceed after the Contractor has met the following requirements:

A) The Contractor shall have a radio license, issued to the Contractor by the Federal Communications Commission (FCC), or shall have an agreement with the service provider to use its service/channel that permits radio operations/coverage in Miami-Dade County. Two-way radio coverage shall cover the entire County. A copy of the license and/or agreement with the service provider shall be provided to the County.

B) The Contractor shall have a local management office as specified in Section 6.17. The County reserves the right to inspect the office at any time.

C) The Contractor shall meet the Performance Bond requirements as specified in Section 17.

D) The Contractor shall meet the insurance requirements as specified in Article 10 of the Contract.

E) The Contractor 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 the Contract The personnel requirements are specified in Section 6.1. The County reserves the right to interview and approve personnel.

F) The Contractor shall have a Communication System that meets the requirements as specified in Section 6.19. These criteria and all other facets of the Contractor's radio communications system will 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 Contractor 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 Contractor shall establish a Quality Assurance Plan (QAP) as specified in Section 6.22. The plan shall be approved by the County Contract Administrator before the Notice-To-Proceed is issued by the County.

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H) The Contractor shall directly employ a state-licensed firearms training instructor before the issuance of Notice-To-Proceed by the County. Proof of employment, and all licenses and certificates for Firearms Instructor shall be submitted to the County.

5. LOCATION OF REQUIRED SERVICES

Sector 1B: Bounded on the North by the South side of NE/NW 75th Street, extending South to the North side of Flagler Street, East and West to the Miami-Dade County Line, excluding the area defined in Sector 1C. This Sector includes the following:

Total number of Facilities:	34
Level 1 Officers:	1,982.5 Hours or approximately fifty (50) Officers
Level 2 Officers:	224.0 Unarmed hours or approximately (0) Officers
Level 2 Officers:	1,413.0 Armed hours or approximately thirty-five (35) Officers
Level 3 Officers:	727.0 Armed hours or approximately eighteen (18) Officers
Vehicle:	434.0 Hours totaling three (03) vehicles
Golf Cart:	378.0 Hours totaling three (03) Golf Carts
Radios:	43

6. REQUIREMENTS AND SERVICES

6.1 PERSONNEL REQUIREMENTS

All licenses and other personnel requirements shall be maintained throughout the term of the Contract and any extensions or renewals thereof. The County may request the Contractor to provide officers/supervisors or other classifications of personnel. The licensing requirements, qualifications, tasks, hourly rates and wages for these additional classifications will be determined at a later date.

A) PROJECT MANAGER

The Project Managers shall meet the following requirements:

i) Shall have a valid "MB" / "M" (Manager of a Security Agency) State License from the Florida Department of State, and shall maintain this license at all times while providing service to the County under the Contract.

ii) Shall have a high school diploma or a GED **and** shall have a minimum of four (4) years of experience in the management and operation of security or police services within the past five (5) years or

Shall have a bachelors degree **and** two (2) years of experience in the management and operation of security or police services within past three (3) years.

High school diploma, GED and bachelors degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED and Bachelors degree.

iii. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-

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151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iv. Shall be at least 21 years of age

v. Shall pass a urinalysis test showing abstinence from drug/illegal substance use, except prescribed medications

vi. Be able to communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, Project Manager shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

vii. Criminal Background Checks: The Project Manager shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. They shall also pass the FDLE and National background check.

B) CONTRACTOR FIELD SUPERVISOR

Contract Field Supervisors employed by the Contractor shall meet the following requirements:

i. Shall have a valid Class "D", Security Officer, license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under the Contract.

ii. Shall have a valid Firearms ("G") license from the Florida Department of State.

iii. Shall have a high school diploma or a GED and minimum three (3) years of experience as a police officer / Minimum three (3) years of experience as a military police officer / Minimum three (3) years of experience a correctional officer (sworn with powers of arrest) / Minimum six (6) years of experience as a career military or

Accredited Bachelors degree and/or its equivalent in credit hours

High school diploma, GED and bachelors degree shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED and Bachelors degree.

iv. Shall have at least one (1) year of experience as a Supervisor of Contract Security personnel or
One (1) year of experience as a Level III Security Officer under Miami-Dade County Contract

v. Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

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vi. Shall have a valid State of Florida Driver's license

vii. Shall be at least 21 years of age

viii. Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

ix) Be able to Communicate (oral and written) in English. Security work often deals with life/safety issues; therefore, Contractor Field Supervisor shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

x) Criminal Background Checks: All Contractor Field Supervisors shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. They shall also pass the FDLE and National background check.

C) SITE SUPERVISOR

The Contractor shall provide a Site Supervisor when required by the County. All Site Supervisors employed by the Contractor to provide services to the County are required to meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Contract Administrator or designee. All Site Supervisors shall meet the following requirements:

i) Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493 and shall maintain this license at all times while providing service to the County under the Contract.

ii) Valid firearms class "G" (when applicable) license issue by the Florida Department of State, pursuant to Florida Statute 493

iii) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iv) Shall have a valid State of Florida Driver's license (Required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

v) Shall be at least 21 years of age.

vi) Shall have a high school diploma or a GED. High school diploma or GED shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED;

vii) One (1) year of supervisory experience or six (6) months experience working on the County's Security Services contract

viii) Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

ix) Able to communicate (oral and written) in English: Security work often deals with life/safety issues; therefore, all supervisors shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

x) Criminal Background Checks: All Site Supervisors shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. All Site Supervisors shall also pass the FDLE and National background check.

The candidate for this position shall be approved by the County Contract Administrator of designee.

D. SECURITY OFFICERS

All levels of Security Officers employed by the Contractor to provide services to the County shall meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Contract Administrator or designee. The County reserves the right to interview and approve any personnel during the contract term and any extensions or renewals thereof. All level of Security Officers shall meet the following requirements:

i) Shall have a, a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All officers shall maintain this license at all times while providing service to the County under the Contract.

ii) Shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Resident/Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and

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Naturalization Service that employment will not affect his/her immigration status. Acceptable evidence shall consist of a birth certificate or appropriate naturalization papers.

iii) Shall have a valid State of Florida Driver's license (Required if Security Officer is assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

iv) Shall be at least 21 years of age.

iii) Shall have a high school diploma or a GED. High school diploma or GED shall be from a United States accredited and verifiable institution. All unverifiable diplomas shall be converted to a United States GED;

iv) Shall successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.

vii) Be able to Communicate in English: Security work often deals with life/safety issues; therefore, all security officers shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

viii) Criminal Background Checks: All security officers shall have a state and national criminal history background check completed prior to providing service to the County. The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Recruitment Department at the established cost of the requested service. All security officers shall also pass the FDLE and National background check.

All levels of officers shall meet all the qualifications specified above and the specific qualifications for each level as specified below.

i. Level I

This is the lowest classification of unarmed Security Officers.

a) Minimum one (1) year of experience as a licensed Security Officer or Minimum one (1) year management/supervisory experience or one (1) year of accredited college course of study and/or its equivalent in credit hours

ii. Level II

This is the intermediate classification of Security Officer. This may be an armed or unarmed position. Minimum requirements for Level II officers are:

a) Valid Firearms ("G") license (when applicable)

b) Prior military experience or
Prior correctional officer or
Prior police officer or
Police or correctional academy graduate or
Accredited associates degree and/or its equivalent in credit hours

If a Security Officer meets all the requirements as specified in Section 6.1(D) and has graduated from police or corrections academy (or has up to three years of experience as a police/correctional/military officer), he/she qualifies for Level II Security Officer position. If the Security Officer meets all the requirements as specified in Section 6.1 (D) and has minimum of three or more years of experience as a police/military/correctional officer (See Section 6.1 (D) (Level III) (b)), he/she qualifies for Level III Security Officer position.

iii. Level III

This is the highest classification of Security Officer. The minimum requirements for Level III are:

a) Valid Firearms ("G") license

b) Minimum three (3) years of experience as a police officer or
Minimum three (3) years of experience as a military police officer or
Minimum three (3) years of experience a correctional officer (sworn with powers of arrest) or
Minimum six (6) years of experience as a career military or
Accredited Bachelors degree and/or its equivalent in credit hours

NOTE: All required experience shall be from within the United States or its territories. All experience shall be fully and readily verifiable. Applicants with military service shall supply a copy of the DD-214L form and have received an Honorable Discharge from duty in order to be accepted.

E. ALL PERSONNEL

All personnel employed by the Contractor shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by the Florida State Statute. This includes a company issued photo I.D. card. All of the above are to be conspicuously displayed at all times while on duty. The Contractor shall provide in all instances radio equipped, uniformed Security Officers, and armed if requested, to provide Security service at designated locations. The number of personnel and hours of service required will be specified by Miami-Dade County, to the Contractor.

Required Documentation

All personnel providing services to the County, shall display on their uniform as required and keep current, all appropriate cards, certificates, and licenses, as follows:

	Security Officer/Site Supervisor	Contractor Field Supervisor
State of Florida "D" Security Officer License	Yes	Yes
State of Florida "G" Firearms License	*Yes	Yes

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State of Florida Driver's License	**Yes	Yes
Company-issued Photo ID Card	Yes	Yes

* Only required if assigned to armed post
** Only required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

Personnel may not be employed by the Contractor to provide services to the County if he/she currently or in the past has:

a. Any Felony, Sexual or Domestic Violence conviction.
b. Discharged from the Military under any conditions other than Honorable.
c. Any history of irresponsible behavior (only if assigned to a vehicular patrol), including but not limited to an unreasonable driving record, or a problem employment record as determined by the County Contract Administrator or designee.
d. Any criminal activity listed in 49 US Code of Federal Regulations (CFR) section 1542.209, *Disqualifying Criminal Offenses* and 19 CFR 122.183, *Denial of Access*, for assignments involving Aviation Department properties.

The work performed on the Contract requires frequent and prolonged walking and standing. Occasionally, Security Officers may be required to subdue violent people. Physical stamina is a basic requirement of this position. Any individual, who cannot meet the physical requirements of the position, including inability discovered through the job performance, will not be qualified to work under the Contract.

In addition all personnel shall possess good human relations skills.

6.2 SPECIFIC TASKS & RESPONSIBILITIES

The tasks, responsibilities or requirements outlined below are specific, but will vary from facility to facility. The tasks expected by the County shall be performed by personnel employed to provide services to the County, and include, but are not limited to, the following:

A) Project Manager:

The Contractor shall provide a full-time Project Manager for the Sector to provide services to the County. The Project Manager shall be interviewed and approved by the County Contract Administrator prior to providing services to the County. This individual will supervise all contract operations and coordinate reports, Security Officer assignments, and time sheets with the County. The Contractor shall provide a local telephone and cellular number or numbers (i.e. within Miami-Dade County) where the Project Manager (or identified alternate) may be reached 24 hours per day, 7 days per week, on a year-round basis. An answering service or machine is not acceptable. The Project Manager shall provide overall management and coordination of the Contract and shall act as the primary point of contact with the County. The Project Manager or alternate shall have full authority to act for the Contractor on all matters related to the daily operations.

The County may require the Project Manager to be available full time in the County office, to

be provided by the County, for purposes of this Contract.

Tasks:

i. Maintain Quality Assurance Plan as specified in Section 6.22

ii. Report to the County Contract Administrator on an "As needed" basis or when requested by the County Contract Administrator or designee

iii. Respond to verbal/written notifications of Contract violations as specified by the County Contract Administrator or designee

iv. Ensure that all personnel are properly trained prior to being assigned to a facility/post

v. Meet with County Contract Administrator or designee on a monthly basis or as requested by the County

vi. Act on behalf of the Contractor on all matters related to the Contract

vii. Ensure that there is sufficient cross-trained staff for backups and replacement

viii. Be knowledgeable and adhere to contractual standards and procedures regarding weapon safety

ix. Respond to requests within thirty (30) minutes via telephone contact or meeting as specified by the County

B) Contractor Field Supervisor:

The Contractor shall provide active, on-duty supervision for every shift covered by the Contractor on a 24-hour per day, year-round basis. These Field Supervisors shall be uniformed, armed, and equipped with marked vehicles. The Field Supervisors shall have no duties other than the inspection, supervision, and training of personnel assigned to provide services to the County. The Field Supervisors shall conduct inspections in the field on all shifts, answer questions, resolve problems, respond to emergencies, and otherwise complete tasks as identified in this Contract. The level of supervision provided by the Contractor shall be a minimum of two (2) Contractor Field Supervisors for the Sector for each shift.

While conducting such inspections, Field Supervisors shall record such visits and any deficiencies found during inspections in the site logbook and in the form of an incident report. During any of the above listed shifts, upon the Field Supervisor completing the minimum required post inspections, he/she shall remain in the Contractor's assigned Sector for the remainder and continuously patrol and complete additional post inspections. In any case that a Field Supervisor is unable to complete the minimum post inspections, a verbal notification shall be provided to the Security Operations Center before the end of the shift. Additionally, written notification shall be provided to the County Contract Administrator or designee within 24 hours. In the event that the County Contract Administrator or designee determines that the level of supervision provided by the Contractor is deemed insufficient to effectively manage the personnel, the County Contract Administrator or designee and the Contractor shall meet to discuss the Contractor's supervision plan and what the Contractor shall do to improve its performance level. Such actions may include the Contractor providing additional Field Supervisors and/or increasing the number of required post inspections per shift.

Tasks:

i. Respond to on-site emergencies or to requests from GSA Security Management within thirty (30) minutes of occurrence/request

ii. Conduct on-site inspections, answers questions, and offers advice on a 24-hour per day basis

iii. Provide technical and administrative advice on each shift

iv. Assure proper assignment coverage. If a post cannot be covered, the Contractor shall immediately notify GSA Security Management

v. Provide training to each Security Officer until assignment is fully understood and prior to placing that individual on the assignment

vi. Provide directions, follow-up training, and instructions to post and/or patrolling Security Officers by making rounds and observing Security Officers in the performance of their duty for each shift

vii. Call attention of subordinates to any deviations from acceptable practices and procedures, instructs Security Officers of proper methods, and explains conditions under which deviations are permissible. All deviations shall be referred to the Project Manager. In addition, said deviations and corrective action taken are to be recorded in post logbook

viii. Respond to requests of subordinates for assistance

ix. Exercise leadership ability

x. Maintain good personal and uniform appearance

xi. Update and explain post procedures

xii. Has working knowledge of radio procedures and codes, and be able to train Security Officers in same

xiii. Drive a marked motor vehicle as required

xiv. Conduct investigations

xv. Complete all necessary reports specified in this Contract, forwarding originals to GSA Security Management. Reviews, corrects, and approves subordinates' reports

xvi. Has knowledge of local jurisdictions and whom to call when incidents occur

xvii. Maintais facility logbooks at each facility

xviii. Ensure that employees do not disturb property and papers on desks, open desk drawers or cabinets, or use County telephones, except as authorized or enter any office without prior authorization, except in an emergency situation. If such an entry is made a report shall be generated

xix. Remian properly equipped, in proper uniform, provide temporary coverage of vacant posts for absent Security Officers or as required by the County

xx. Shall carry an approved firearm and ammunition at all times while on duty

xxi. Ensure that posted and/or patrolling Security Officers have materials, uniforms, and equipment sufficient to perform required duties and that these meet contractual standards for completeness, condition, and appearance

xxii. Be knowledgeable and adheres to contractual standards and procedures regarding weapon safety

xxiii. Has a working knowledge of each assignment covered by the Contractor

Note: **The Project Manager and Contractor Field Supervisor are two separate functions and shall not to be combined.**

C) Site Supervisors

The tasks for the Site Supervisors will be determined at a later date depending upon the facility. The tasks shall be approved by the County Contract Administrator or designee.

D) Security Officer

Tasks:

i. Report to work on time and remain on assigned duties until relieved as required

ii. Maintain good personal and uniform appearance and be courteous to the public and the County personnel at all times. Uniforms shall be clean and pressed and include the name tags

iii. Cover an assignment at a fixed post or patrols an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property

iv. Intervene to terminate injurious acts and detains individuals for further investigation or arrest where circumstances and conditions warrant as stated in the State of Florida Security Officer's Handbook (FSS Chapter 493)

v. Communicate effectively with the public and the County personnel and directs visitors to personnel and services within the facility

vi. Ensure that Lost and Found functions are conducted only by the County personnel

vii. Conduct patrols in accordance with routes and schedules established in the Post Orders. Where installed and in working order, the watchman reporting systems shall be used by uniformed personnel to record their presence at the designated posts

viii. Raise and lower flags at designated times (where applicable)

ix. Refuse acceptance of any mail or packages without written authorization from the Building Manager/Facility Contact

x. Lock and unlock gates and doors at designated times

xi. Turn lighting on and off as required

xii. Ensure that only authorized personnel are permitted access to closed or restricted facilities. Positive photo identification shall be presented. The Security Officer shall verify the picture on the I.D. is the same as the person presenting it.

xiii. Respond to reports of sick or injured persons, and then notifies supervisor, appropriate authorities (e.g., 911, Facility Manager, Supervisors and Security Management.)

xiv. Report safety hazards, malfunctioning equipment, spills, and other such matters to appropriate Facility Contact person. Any such incident will require a Logbook entry be made

xv. Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment as required

xvi. Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations; evaluates situations encountered and takes action as prescribed in Post Orders and/or facility/building self-protection plans

xvii. Investigate questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts, and notifies authorities if warranted

xviii. Operate a marked motor vehicle where required

xix. Maintain order and uses good judgment and discretion in handling unruly or trespassing public

xx. Maintain daily logs and writes daily reports, incident reports, and non-employee injury reports. Incident reports shall be on a pre-approved County form

xxi. Provide escort services to County employee's and visitors as required for (Domestic Violence related cases escorts are not provided, Law Enforcement should be notified.)

xxii. Maintain a professional atmosphere within areas of assignment

xxiii. Shall not read newspapers, magazines, religious materials or any other non-work related items while providing services to the County. In addition newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each officer to ensure at the start of each shift that this policy is followed. (e.g., they need to be sure that there are no newspapers, unauthorized reading materials, Televisions, Radios, CD or MP-3 players or any other unauthorized items in the area of the post) because officers will be held responsible and Liquidated Damages will be assessed.

xxiv. Shall not use County telephones for calls of a personal nature without prior approval of the Building Manager or Facility Contact in each instance. Personnel cellular telephones should not be used on post except for emergency calls only these calls should be of short duration. If it is found that Security Officers are using personal cellular phones, officers will not be allowed to bring in their phones on the post.

6.3 SPECIAL EQUIPMENT

(A) The Contractor may be required to provide licensed and insured motor vehicles, off-street motorized carts, and bicycles at an additional cost. Such posts or duty assignments shall be requested as needed and, where appropriate, the Contractor shall receive additional compensation. The Contractor shall comply with insurance requirements as specified in Article 10 of the Contract and the insurance shall be sufficient to cover all operations and use of such equipment.

(B) The Contractor may also be required by the County Contract Administrator to provide Security Officers equipped with specialized equipment including, but not limited to, Revolvers, Hand Wands at no additional cost to the County.

6.4 CHANGES IN ASSIGNMENT

The County Contract Administrator or designee may, at anytime, by written or verbal instruction, make changes to existing service. These changes may include but not limited to scheduling changes, increases or decreases in the hours or type of services, and modifications in special equipment requirements. Should the change require the institution of Electronic Screening services at a Tier 1 facility that did not previously require such services, and for which the Electronic Screening is required on a more or less permanent basis–as determined by the County Contract Administrator or designee–then that facility will be removed from the Tier 1 Sector to which it is assigned, and reassigned to the Tier 2/3 Sectors providing service to that area. Likewise, should Screening services be removed from a facility, that facility will be reassigned from the designated Tier 2/3 Sectors to the appropriate Tier 1 Sector.

6.5 NOTICE OF EXTENDED HOURS/NEW ASSIGNMENTS (OVERTIME)

Changes are frequent in Security Officer coverage's, both in hours of duty and at new locations. The County will attempt to give the Contractor twelve (12) hours of notice for new assignments. If it is not possible to give 12 hours of advance notice, the County will pay overtime coverage (1½ times the normal billing rate) for the first twenty-four (24) hours of the new assignment. In consideration of this overtime coverage, the Contractor shall provide a Security Officer within four (4) hours notice. Failure to provide services may result in Liquidated Damages and/or a Contractor Non-Performance.

6.6 INABILITY TO PROVIDE ADDITIONAL REQUESTED SERVICE

The Contractor shall provide additional services when requested, however if the Contractor is unable to provide these services requested, then the Contractor shall notify the County verbally immediately and in writing (within 24 hours of request) with a detailed explanation for inability of the requested services. If the Contractor refuses to accept the additional requested services the Contractor may forfeit its rights to be awarded additional services under this Contract at the discretion of the County Contract Administrator or designee. The County, at the County's sole discretion, may award the new assignment to another Contractor providing similar services to the County. Upon placement of such an assignment (working out of awarded Sector) the Contractor who is placed out of Sector may continue, at the County's discretion, to provide the requested service on a permanent basis, unless removed by the County Contract Adrninistrator or designee.

6.7 LIMITATION ON EMPLOYEE-HOURS AND ASSIGNMENTS

No employee of the Contractor assigned to the Contract shall provide more than twelve (12) hours of service, including all break periods, on one or more Contracts administered by GSA Security Management in twenty-four (24) hour period, unless the work periods are separated by an eight (8) hours non-duty period. This limitation may be waived by the County Contract Administrator and in emergency situations that are beyond the control of the Contractor, (e.g., weather conditions, civil disturbances, natural disasters, etc.) preventing the next shift from getting to the post. Each occurrence will require an individual waiver provided by the County Contract Administrator or designee.

6.8 POST ORDERS

Post Orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Officers of the Contractor employed under this Contract shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Post Orders define the basic work to be performed by Security Officers at the facility. The County will provide generic Post Orders to the Contractor. The Contractor shall meet with Building Manager or Facility Contact to develop site specific Post Orders. These site specific Post Orders shall be approved by Building Manager/Facility Contact and GSA Security Management before the Contract start date. Once established, the Contractor shall assure that yearly updated copies are available for the duration of Contract including any extensions or renewals thereof. The Contractor shall check each post quarterly for updated Post Orders. Failure in this area may result in a Liquidated Damage and/or Contractor Non-Performance. Post Orders may include, but are not limited to, the following:

A) Facility/Building information (e.g., operating hours, chain of command)

B) Building rules and regulations

C) Operation of equipment

D) Roving patrol routes, schedules, and duties

E) Vehicular traffic control

F) Access control procedures

G) Emergency response procedures

H) Security and fire control/alarm systems

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I) Hazardous conditions, inspection/reporting

J) Response to emergencies, (e.g., fires, injury, or illness, etc.)

K) Procedures for raising, lowering, and half-mast U.S. and other flags

L) Safeguarding persons and property

M) Minimum number of hours for site orientation training

NOTE: The Contractor shall emphasize to its personnel, assigned to provide service to the County, that general orders to "Protect County Personnel and Property" supersede all Post Orders.

6.9 RELIEF/BREAK PERIODS

Security Officers shall not leave the assigned posts at the end of a shift until relieved by duty personnel assigned to the following shift, if such a shift is scheduled, or unless specifically authorized by County Contract Administrator or designee. The Contractor shall provide breaks as required by Federal and Florida State law. The employees who are on a break period shall remain at their assigned post unless relieved by a properly trained relief. Any violations of this procedure may result in removal of the employee from working on the Contract and/or may result in Liquidated Damages.

6.10 EMERGENCIES

The Security Officers may be diverted by the County Contract Administrator or designee from their normal assignment to meet emergency situations, special duty assignments or increases in Federal Maritime Security (MARSEC Levels). When the personnel diverted are no longer needed for the special work assignments, they shall return to their normal assignments. No additional cost shall be charged to Miami-Dade County for such diversion, and the Contractor shall not be penalized for the normal daily work not completed due to the emergency. Incidents of this nature shall be reported in accordance with procedures outlined in the facility Post Orders.

6.11 ADHERENCE TO LAW

The Contractor shall adhere to all Federal, State, and Local laws that apply to the provisions of Security Officers services under the Contract, as well as those laws that regulate the general public. This shall include, but not be limited to, compliance with Federal Tax laws (e.g. payment of Federal Withholding Taxes) State of Florida Unemployment Taxes, Worker's Compensation, Federal Wage and Hour regulations, Living Wage Ordinance and other applicable Laws and Regulations. Failure to comply will result in Non-performance and/or removal from the Contract.

A) If a Security Officer, Supervisor, Contractor Field Supervisor, Project Manager or other Principal of the Contractor is arrested, GSA Security Management shall be notified within twenty-four (24) hours of the arrest. Failure to follow this procedure will result in Liquidated Damages as stated in Section 6.23 (A) (iii) (b). Proper notification will consist of the following:

   i. Phone call to the County Contract Administrator; if not available, then to Security Operations Center

   ii. Followed by a fax sent to the County Contract Administrator

   iii. Followed by a fax to the Security Operations Center

B) If said person is a Security Officer, Site Supervisor, Field Supervisor or Project

Manager, then they will be removed immediately from the Contract, until reinstatement has been approved by the County Contract Administrator or designee.

C) It is the Contractor's responsibility to make certain that all of its personnel are aware of this provision and take the necessary steps to ensure compliance.

6.12 POLYGRAPH EXAMINATION

The County reserves the right to require any of the Contractor's personnel to submit to a polygraph examination as deemed necessary by the County Contract Administrator or designee. The Contractor shall pay the costs for the examination. If the employee refuses to submit to the examination or fails the examination, the employee shall not provide service to the County under the Contract. All employees involved in an investigation shall complete a polygraph examination, upon request, as soon as possible but no later than five (5) working days from the date of request. The Polygraph Examiner shall be approved by the County Contract Administrator or designee.

6.13 SECURITY OFFICER ROTATION

The County reserves the right, at the discretion of the County Contract Administrator or designee, to transfer personnel of the Contractor working on the Contract, as well as rotate specific hours or location of Security personnel at a time interval specified by the County.

6.14 REMOVAL OR APPROVAL FOR CONTRACT

The County reserves the right to interview any prospective employee of the Contractor before that person is assigned to a County post. The County may reject any proposed Officer/Supervisor/Contractor Field Supervisor as deemed in the County's best interest. The County reserves the right to have the Contractor relieve any employee of the Contractor from a duty assignment, and/or bar the employee from further service under the Contract at the discretion of the County Contract Administrator or designee.

6.15 PROGRESS MEETINGS

The County may hold mandatory meetings, at the discretion of the County Contract Administrator or designee, for the purpose of discussing issues relevant to the performance and/or administration of the services provided by the Contractor. The County Contract Administrator or designee reserves the right to call meetings at any time during the Contractual period by notifying Contractor. The Contractor's Project Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Contract Administrator or designee unless specifically waived by the County Contract Administrator or designee.

6.16 TRAINING REQUIREMENTS

The County will reimburse the Contractor at an hourly rate equal to the current Living Wage for all trainings **mandated by the County Contract Administrator or designee**. The County may chose not to reimburse, at the County's sole discretion, if employee turnover rate for the Contractor is high. The Contractor shall pay its personnel a minimum of current living wage, as established by living wage ordinance, during all trainings mandated by the County Contract Administrator or designee.

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A) Employee Orientation Training

Miami Dade County will administer a mandatory Employee Orientation Program for Contractor's personnel assigned to the Contract. Said Employee Orientation Training length and content will be solely determined by the County Contract Administrator or designee.

Upon completion of Employee Orientation Training, the Contractor shall submit invoices for all personnel, who attended said training, as specified in Section 8 (i).

B) Site Orientation Training for Security Officers

The Contractor shall provide a mandatory site orientation training to all security officers as specified in site specific post orders. Said training shall be conducted by a Contractor's Project Manager, Contractor Field Supervisor or Site Supervisor. Trainees shall not to be in an "active duty" status and may not be placed on duty at that site until said training has been completed. This training shall be conducted at each individual site to which the Security Officer is assigned. The measure of success for the training will be the effectiveness with which the trained employee is able to perform post duties. The County shall be the sole assessor of the effectiveness of the training. The Site Orientation Training shall consist of the following:

i) General and specific orders for the facility
ii) Policy and specific procedures for responding to emergency alarms, bomb threats, or incendiary devices etc in the facility
iii) Procedures for access control and operation of the security system within the facility
iv) Procedures for operation of the fire alarms, fire control system, and fire-fighting equipment

C) Job Enrichment Training

The County reserves the right to mandate job enrichment training for some or all employees of the Contractor. The training curriculum and length shall be determined by the County at a later date.

D) Advancement Training

Personnel may become eligible for the next level of security officer by successfully completing a comprehensive security officer course of study. The course curriculum and length shall be determined by the County at a later date. Subsequent to the successful completion of the required courses, said security personnel shall appear before an oral evaluation board as prescribed by and at the sole discretion of the County. All related cost for the training shall be the responsibility of the Contractor and shall not be passed on to the employee. **The County will not reimburse Contractor for advancement training.**

E) Evaluation of Training

The County Contract Administrator or designee will evaluate the quality and completeness of training provided by the Contractor to all personnel. Evaluations will include, but not be limited to, reviews of techniques and methods of instruction, quality of instructors, motivation, adequacy of classroom and supportive adjunct training materials, test content, and individual Security Officers' retentiveness. The County Contract Administrator or designee reserves the right to create, revise or mandate all training provided to personnel assigned to the County. Any changes to the training provided by the Contractor shall be

reviewed and approved by the County.

All formal training shall be administered (e.g., taught, presented) by persons who have been expressly approved on an individual basis by the County Contract Administrator, or designee. All classroom instructors shall be appropriately certified and licensed by an accredited licensed institution of learning or governmental educational certification body, or by documentation that the individual has sufficient experience with the subject matter to instruct students in an authoritative, practical, and current manner. Resumes for potential instructors shall be submitted to the Miami-Dade County prior to the start of training for approval.

The Contractor shall provide a copy of the proposed course of instruction with all materials for review and approval to the County Contract Administrator or designee before Contract start date. Representatives of the County Contract Administrator may visit training classes without notice to monitor the training.

F) Firearms Training

The Contractor shall employ a state-licensed firearms training instructor to develop and maintain an ongoing firearms program to meet or exceed the required State of Florida licensing statutes and standards. Contracted instructors will not meet this requirement; this instructor shall be directly employed by the Contractor.

G) Training for Contractor Field Supervisors

i) In compliance with all other Contract stipulations requiring that a Contractor Field Security Supervisor be fully qualified and capable of staffing a post the said Field Supervisors shall have met or will meet all Basic Instructional Training requirements prior to providing service to the County.

ii) Contractor Field Supervisors shall be provided sufficient on-site post instruction and provide Site Orientation Training (SOT) to Security Officers assigned to posts within the supervisor's span of control or shift of duty.

iii) In addition to the above base requirements for training, the Contractor shall provide to all Field Supervisors a minimum of eight (8) hours total of classroom instruction in the development of management and supervisory skills, as outlined below. The classroom instruction component shall include a fifty (50) question test, and shall require a minimum passing score of 75%:

- Supervisory responsibilities
- Training skill development
- Leadership development
- Authority and control
- Effective communication
- Handling complaints and grievances
- Management skills for supervisory personnel
- Time management
- Motivation
- Ethic
- GSA Security Management/Contract Supervisors relationship

The County may, at the sole discretion of the County Contract Administrator, administer training or testing of personnel assigned to the Contract.

6.17 LOCAL MANAGEMENT OFFICE

The Contractor shall have a local management office in Miami-Dade County. The County reserves the right to inspect the office at any time. All records pertinent to administration and management of the Contract shall be maintained at local office and are subject to inspection by the County at any time.

The Contractor shall maintain, at a minimum, the following documents at the local management office:

A) Financial records: invoices, employee payroll and other associated backup documentation

B) FCC License

C) Log Books

D) Incident Reports

E) Quality Assurance Plan

F) Employee Personnel File
Required documents shall be placed under the same section/tabs in each employee's file. False statements or falsification of any of the documents required by the County will result in Liquidated Damages and/or filing of a Non-Performance. The Contractor shall maintain a copy of all disciplinary actions taken by the Contractor against its personnel, assigned to provide services to the County, for all infractions committed under the contract. A copy of said violations shall be placed into the employees personnel file. These files shall contain copies of but not limited to the following documents:

i) FDLE and National Criminal background check which shall be updated on a yearly basis
ii) Medical examination, including drug test results, which shall be updated, on a yearly basis and psychological results
iii) Training test results along with a copy of their test
iv) Proof of education and experience
v) State Security Officer licenses "D", "G" and "DI" as applicable
vi) Employment application and verifications of prior employment
vii) Polygraph examinations reports, as applicable
viii) Proof of certification for Law Enforcement experience
ix) A copy of DD-214 Long form for Military and Coast Guard experience
x) A copy of a valid State of Florida Drivers license
xi) A copy of a five (05) year Drivers history
xii) Proof of Citizenship, Resident Alien card or Work Permit

6.18 CONTRACTOR-FURNISHED ITEMS

Working Materials
The Contractor shall provide all working materials necessary for proper performance including, but not limited to, items such as bound log books, with preprinted consecutive numbered and lined pages, notebooks, pens, and pencils. The Contractor, at no additional charge to the County, shall supply these materials, unless otherwise specified by the County Contract

Administrator or designee.

6.19 COMMUNICATION SYSTEM

A) Handheld Radios

Two-way handheld radios, licensed for use by the FCC, shall be provided by Contractor to on-duty personnel. In addition, one (1) radio shall be issued by the Contractor to the Security Operations Center (SOC) and additional radios may be requested, at no additional charge, at the discretion of the County Contract Administrator.

B) Central Dispatch Center

Please refer to Section 2 (B).

The Central Dispatch Center shall have a back-up electrical generator power capacity to ensure essential operational functions as to sustain communications with the Security Officers and the County.

The Dispatch Center shall be staffed by experienced personnel twenty-four (24) hours a day, seven (7) days a week. Contractor's personnel available at the Central Dispatch Center shall have the ability and authority to take immediate action on behalf of the Contractor, as required. This station shall have a complete roster of all Security Officers assigned to County posts and hours to be worked. They shall also be able to make contact with Contractor's management twenty-four (24) hours a day, seven (7) days a week. Failure to comply with any of these requirements constitutes a material breach of the Contract, and may result in Liquidated Damages and/or a Non-Performance as specified in Section 6.23. Contractor's dispatch center is subject to unannounced inspections by the County at anytime.

C) System Quality

Radio communications among system users (e.g., all County and Contractor personnel) shall be strong and clear at all times ("five by five"), both transmitting and receiving. The Contractor shall provide and maintain required system quality, as follows:

i. Contractor shall use a network of repeaters of sufficient strength and capacity to service all facilities/buildings included in the Contractor.

ii. The Contractor shall ensure that the speed and quality of radio communications is not detrimentally impacted by on-air congestion. The Contractor should select a channel, i.e. frequency that is not overloaded with non-Contract users.

iii. The Contractor shall implement a program of maintenance and repair for all equipment to be used in providing services to the County. Such a program shall ensure the optimum performance of all equipment at all times, thereby allowing the system to meet the service requirements and quality standard specified in the Contract.

iv. The Contractor shall have a sufficient number of spare radios, chargers and charged batteries in stock to provide for those that are inoperative in the field or in the repair shop. Malfunctioning radios shall be replaced within four (4) hours.

v. The Contractor shall ensure that all radio equipment has sufficient operating power

at all times during a tour of duty. It may be necessary for the Contractor to implement a system by which fresh batteries, or charger radios, are delivered to the posts in order to meet this requirement. Wherever possible, the County may provide safe storage and electric power (for charging).

D) County Evaluation of Communications System

The County reserves the right to evaluate the Communication System at any time during the term of the Contract including any extensions or renewal thereof. Should there be a deterioration of performance during the term of the Contract, and the Contractor is unable or unwilling to make necessary improvements, the County may terminate the Contract. The County shall be the sole judge of the adequacy of radio communications.

6.20 UNIFORMS AND EQUIPMENT

A) Requirements

The Contractor shall ensure that, at all times while in uniform, all personnel shall be fully equipped and wear complete County-approved uniforms including uniform jackets with required patches that are sewn on and name tags. All personnel shall wear uniforms whose color and style have been approved in advance by the County Contract Administrator. All personnel providing service to the County may be required to wear the same color and style of uniform, distinguished only by Contractor's identification patches (see below). Uniforms do not have to be new, but shall be in good condition and meet contractual standards. Said uniforms shall consist of the following items:

i) **Standard Uniform for all levels of Security Officers, Contractor Field Supervisor and Site Supervisor** shall include:

a) Trousers, all-season weight

b) Shirt/blouse, short or long sleeve

c) Belt – solid black

d) Duty Belt (Mixson style)

e) Socks – solid black

f) Shoes – solid black Patent Leather or Corofram, no high heels, no platform shoes and no sneakers or tennis shoes.

g) Shoulder patches to indicate the name of the Contractor shall be sewn on and worn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor shall be worn or displayed on the uniform except hat.

h) Nametags to be worn over the right shirt pocket

i) Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with Contractor's identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the Contractor along with company patch sewn to the jacket

j) All personnel shall wear clean, pressed uniforms at all times while on duty at a County Post.

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ii) **Specialized Uniforms** may be worn at certain sites/posts with prior approval of the County Contract Administrator or designee, and may include the following:

a) Polo style shirt with long pants

b) Polo style shirts with shorts, solid black sneakers or boots (High Tech type, Bike Patrol uniform) baseball cap with company logo on the front

c) Overall, Coveralls (Jumpsuits)

d) Company photo I.D. badge to be worn on uniform shirt in plain view at all times while on duty

e) Jackets worn during cold weather are to be issued by company along with company patch.

f) Long sleeve shirts with neckties

g) Blazers or Suit Jackets with company logo (Court Security Officer)

iii) **Personnel Equipment for Security Officers**

Except as specifically noted, or provided for the Contract, Security Officers shall be equipped at all times while on duty with the following items:

a) Handcuffs and Key

b) Flashlight; heavy-duty (2 or more D-cells)

c) Two-way radio, licensed for use by the Federal Communications Commission (FCC) and meeting all requirements as specified in Section 6.19.

d) In addition to the above, armed Security Officers shall be equipped with a .38 special 4" barrel revolver or 9mm semiautomatic pistol of a reputable manufacturer (e.g., Smith & Wesson, Colt, Ruger or Taurus), and ammunition that meets State statutes. The Security Officer shall also be issued an ammunition pouch and a minimum of eighteen (18) or fifteen (15) rounds according to the weapon's ammunition capacity. The Security Officer shall utilize a weapons triple retention holster compatible with the firearm, uniform and other equipment. The holster shall be worn on the duty belt. All armed security personnel shall be provided training for triple retention holster.

e) Mace in accordance with State statutes and officer shall be certified as per Florida State Statues

f) Expandable Baton (e.g.-ASP) in accordance with Florida Statutes and officer shall be certified as per Florida State Statutes

All personnel shall not carry any unauthorized equipment such as chemical agents, concealed weapons, personal radios, or other items not approved by the County Contract Administrator or not included in the Contract.

iv) **Vehicular Equipment**

Security Officers may be required by the County to operate licensed and insured marked motor vehicles in order to supervise different posts, move between assignments, or to conduct vehicular patrols of an area. Likewise, they may be required to operate off-street motorized carts in order to conduct vehicular patrol of an area. Other means of transportation e.g.-boats, bicycles, horse, etc. will be considered on a post-by-post basis for possible use. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor as well as specialized bike training class with a minimum of eight (8) hours. The County

Contract Administrator or designee shall approve vehicle types, color, markings, lights, and other features. Any personnel assigned to a post where he/she will be operating a motorized vehicle to include a golf cart shall have a valid Florida driver's license.

v) **Minimum number of Uniforms and Equipment for Security Officers**

In order to ensure that all on-duty Security Officers are fully equipped and meet contractual standards for neatness and appearance, the Contractor shall issue to each employee, and maintain throughout the term of the Contract, uniforms and equipment in the following minimum numbers as specified below:

a) Trousers, three (3)
b) Shirts/blouses, five (5)
c) One (1) set of all other uniform components as specified
d) Cold weather jacket (1)
e) Raincoat (1)
f) Duty Belt (1)
g) Handcuffs and Key (1)
h) Firearm, if applicable (1)
i) Ammunition Pouch (1)
j) Eighteen (18) or Fifteen (15) rounds of Ammunition, as applicable
k) Mace (1)
l) Expandable baton (1)

B) Radiation Detection Badges

The Contractor shall remain in full compliance throughout the term of the Contract, with all State of Florida Regulations related to the control of radiation, including Radiation Detection badges, as outlined in Chapter 10 D-91 of the Florida Administrative Code.

C) Maintenance Of Uniforms And Equipment

The Contractor shall assure that Security Officers maintain a clean neat, well kept appearance in accordance with the Contractual standards (e.g. pressed uniform, polished shoes, etc.). The Contractor shall maintain and replace uniforms, as necessary. Likewise, all equipment used by the Contractor, provided by either party, shall be kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear which may constitute a hazard to any person on County property.

D) Uniforms Costs

The Contractor shall be responsible for the quantity and quality of uniforms and other required personal equipment used by its personnel in providing services to the County. The Contractor shall provide, at no cost to its personnel, all uniforms and equipment to ensure that contractual standards are met.

6.21 WEAPON SAFETY

The Contractor shall issue to its Security personnel a company issued Firearm. In no circumstance will Officer's personal weapons be acceptable as the Officer's duty weapon in providing service to the

County. The Contractor shall observe the following safeguards regarding the use of firearms at all County facilities/buildings. This includes, but is not limited to, the distribution of the following safeguards to all Security Officers on post and the inclusion of these safeguards in all training courses:

A) Firearms shall not to be removed from their holsters for any reason except to be used in life-threatening situations or for inspection by County Contract Administrator or designee. Gun Belts shall be worn properly at all times except during restroom breaks. Violations of these policies may result in immediate removal from County contract and criminal prosecution, as warranted.

B) At no time will firearms (including gun belts and ammunition) be stored or left unsecured at any County site.

C) Firearms shall not to be cleaned at County facilities at any time.

D) Unauthorized weapons, holsters, and ammunition are expressly prohibited.

E) Armed Security Officers and Supervisors who do not have in their possession a current gun license shall be immediately removed from standing post at the County facility.

F) Loss, theft, use, or misuse of weapons shall be reported immediately to GSA Security Management.

G) Armed Security Officers shall follow guidelines as set forth all in FSS Chapter 493.

6.22 **QUALITY ASSURANCE PLAN**

The Contractor shall establish and maintain a Quality Assurance Plan (QAP) to ensure that all requirements stated in the Contract are met. Changes to this plan during the term of the Contract shall be transmitted to the County Contract Administrator or designee as they are made. The plan shall include, but not be limited to, the following:

A) QAP Contractual Review Plan

The Contractor shall provide for the periodic review of all contractual requirements and services as identified in the Contract and related contractual documents (e.g., Post Orders, Quality Assurance Plan). The plan shall identify the activities to be inspected on both a scheduled and unscheduled basis, how often and in what manner the inspections will be accomplished, and the name and rank of personnel who will perform the inspections.

B) Corrective Action Procedures

The Contractor shall have established procedures to respond to and correct deficiencies in service that may have been identified by the County Contract Administrator or designee. The Contractor will be provided a time frame in which the corrective action shall be completed. If the Contractor is unable to complete the corrective action within the prescribed time allotted by the County Contract Administrator or designee, then the Contractor may submit a written request for an extension of time. Failure to complete any corrective action within the prescribed time on the part of the Contractor will result in Liquidated Damages and/or a Vendor Non-Performance.

6.23 FAILURE TO PERFORM

A) Liquidated Damages

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The Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The County, at its sole discretion, will determine the damages arising from such failure. The County Contract Administrator's or designee's assessment of all Liquidated Damages will be final. The County will accomplish this by deducting the amount of the liquidated damages from subsequent payments due for service rendered by the Contractor. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of Liquidated Damages. Subsequent violations will result in a Vendor Non-Performance. Any of these violations may result in Contractor's personnel being removed from the post and/or Contract at the request of the County Contract Administrator or designee.

A written notice of a violation and intent to impose liquidated damages shall be provided to the Contractor in the form of an Infraction Report. Infraction Reports shall be issued to the Contractor promptly by the County Contract Administrator or designee, in order to afford the Contractor time to notify the County of extenuating circumstances.

The 1st infraction may result in Liquidated Damages of $100.00, the 2nd infraction $200.00, the 3rd and subsequent infractions $300.00; (Unless a Special Violation, in which case the 1st infraction will be $500.00, the 2nd infraction $1000.00, 3rd infraction $1500.00). The graduation of Liquidated Damages will occur with the involvement of the same facility, Contractor's personnel and a pattern of the same incidents at multiple posts (e.g. no radios, lack of supervision, etc.). Any violations committed by Contractor's personnel will result in the suspension or removal from duty of said personnel at the discretion of the County Contract Administrator or designee. Violations that may result in the assessment of Liquidated Damages include, but are not limited to, the following;

i) Contract Personnel Violations

a. Late for duty
b. Sleeping on duty
c. Failure to follow post orders
d. Abandoning post
e. Inappropriate Behavior
f. Improper or badly soiled uniform
g. Failure to conspicuously display on person Security officer licenses (D & G), Company ID or Aviation ID card when assigned to airport
h. Failure to make report
i. Improper clock rounds
j. Improper State licensure (e.g. not on person, expired)
k. Improper records, reports or logbook
l. Improper reading materials other than work related (e.g., newspapers and magazines)
m. Improper audio/video devices other than work related
n. Unauthorized visitors on post
o. Not signing in or out in logbook
p. Vehicle irregularities
q. Post opened or closed late
r. Personal phone use
s. Failed to report for duty
t. Health deficiencies

ii) Administrative Violations

a. Improperly or insufficiently equipped
b. No radio or inoperative radio
c. No vehicle or inoperative vehicle
d. No weapon or ammunition violation
e. Inadequate writing skills
f. Inadequate training
g. Lack of contract supervision.
h. Excessive hours on duty (not approved in advance by GSA)
i. Violations of local, State, or Federal laws, Regulations, or Ordinances
j. Failure to provide Security Officers for "special requests" assignment after making commitment
k. Criminal records check not complete/or hired
l. Contractor personnel with criminal records
m. Difficulty in speaking or understanding English, and/or being understood by others
n. Failure to have current Post orders on site
o. Invoicing Discrepancies or Inaccuracies
p. Contract Section Violations

iii) Special Violations

a. Reassignment of any personnel previously suspended or removed from duty by the County
b. Failure to notify the County of an arrest of personnel within time frame as specified in Section 6.11
c. Improper internal employee fines or wage practices
d. False or Misleading Statements by Contract personnel
e. Deduct money from an employee's paycheck as a result of Liquidated Damages

Note: The Contractor shall NOT pass along to its personnel any liquidated damages assessed for infractions on the Contract. Violations will not only result in Liquidated Damages, but constitute a Violation of the Living Wage Ordinance and may be subject to additional punitive action.

B) Non-performance Actions

Continuing patterns of contractual violations, or the commission of an especially egregious violation, may warrant the filing of a Vendor Non-Performance Action by the County Contract Administrator or designee. In such circumstances, the Contractor will receive copies of such actions, and will be given the opportunity to respond, in accordance with County Non-Performance procedures. Upon documentation of Non-Performance Actions, the County Contract Administrator or designee may take actions (beyond the imposition of Liquidated Damages) that may include the following but are not limited to:

i) Suspension and/or Loss of Post(s)

Repeated violations of any type or a particularly serious violation at the same facility or facilities may be taken as proof that the Contractor cannot properly handle that location or

locations. In such situations, the County Contract Administrator or designee may remove the Contractor from the facility/post and reassign the facility/post to another Contractor assigned, either temporarily (suspension) or permanently. Similarly, new or existing posts may be assigned to a different Sector Contractor in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing Contractor.

ii) Loss of Sector and Debarment

A continuing pattern of frequent and/or egregious violations at multiple facilities, or repeated actions by the County Contract Administrator or designee to suspend and/or remove the Contractor from Sector posts may be taken as proof of a general incompetence on the part of the Contractor to perform in accordance with the contractual requirements. In such circumstances, the Contractor may be placed on contractual probation, removed from the Contract and/or debarred from doing business with the County.

6.24 COURT APPEARANCES

The Contractor's personnel may be required to testify in various judicial proceedings on behalf of the County. These personnel shall coordinate all Contract-related court appearances with the County Contract Administrator or designee when such appearances are required. Any Security Officer required to make a court appearance shall be remunerated by the Contractor at the same hourly rate as would be earned while on duty under the Contract, and the Contractor shall in turn be remunerated by the County at the stipulated billing rate. The Contractor shall invoice for the actual hours the Security Officer spent at court, regardless of whether or not his/her testimony was used and/or provided. (Court delays are common, and multiple appearances by the testifying Officer may be required). A copy of the original subpoena shall be submitted with the invoice. Contract-related Court testimony on behalf of the County shall take priority over all other scheduled duties, and the Contractor shall coordinate with the County Contract Administrator or designee to ensure that this is done with no impact to daily operations. Personnel scheduled to testify on behalf of the County due to their Contract related duties shall appear for court testimony in full uniform, but without weapons/firearms.

6.25 INVOICING DISCREPANCIES

It is the County's intent to ensure that all invoices are processed and paid according to a Contract with the correct hours and rates reflected. It is the Contractor's responsibility to review and ensure that the invoicing submitted to the County accurately reflects the hours worked and applicable billing rates. Any invoices submitted for payment or correction after ninety (90) days from the service date will not be honored; furthermore, the continued submittal of duplicate invoices or previously processed invoices will result in Liquidated Damages and/or a Vendor Non-Performance.

7. REPORTING REQUIREMENTS & PROCEDURES

The Contractor shall comply with the following reporting requirements and procedures:

A) A brief statement of any unusual events shall be written in the post logbook, so the County Contract Administrator or designee can identify the principals later, if a further investigation is needed. All bound logbooks become the property of the County upon its replacement on the post. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition. The Contractor shall maintain all logbooks during the term of the contract and any renewals or extensions thereof. Upon expiration of the contract or earlier as required by County Contract

Administrator or designee, the Contractor shall deliver all such logbooks to the County at a place to be determined by the County.

B) A copy of all reports shall be furnished to the County Contract Administrator or designee prior to the completion of each shift and a copy to Security Management on all major incidents.

C) An Incident Report shall be completed whenever any unusual event and/or criminal events occurs. Such events include, but are not limited to the following: discharge of firearms, major criminal act or any safety hazards. Officers shall consult Contractor Field Supervisor when in doubt about any reports. If there are any injuries as a result of a firearm discharge 911 is to be called immediately. The Security Operations Center (SOC) 305.375.4500 shall be notified immediately after calling 911. Facility Contact/ Building Managers and Contractor Field Supervisors shall be notified.

D) Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the Security Operations Center (SOC) immediately after the incident occurs, in order to receive a Security Management case number, by calling the Security Operations Center (SOC) at 305.375.4500, after authorities have been notified.

E) All employees shall follow the "Chain of Command." After exhausting efforts with Contractor's Management staff the next step will be a GSA Security Supervisor followed by the County Contract Administrator. Failure to adhere to the guidelines may result in Liquidated Damages and/or removal of the Contractor's personnel from providing services to the County.

8. METHOD OF PAYMENT: BI-WEEKLY INVOICES

The Contractor shall abide by the following requirements of GSA Security Management for billing purposes:

i. Invoice: The Contractor shall submit one original and two duplicate sets of the detailed bi-weekly invoices to GSA Security Management Section, 200 NW 1 Street, Suite 103, Miami, FL 33128. Sample invoice is provided herein as Attachment B. The County will specify whether the invoices shall be submitted electronically or hard copy. The County reserves the right to change the format of invoices at any time. The Contractor shall work with the County to finalize the format for electronic invoicing.

ii. Payroll Documentation: In addition, from time to time the County Contract Administrator or designee may request time sheets, payroll records, and/or other documentation showing the names, social security numbers, wage rates, FICA payments, and unemployment insurance payments, and/or other applicable documents that would verify existence of a payment to the Contractor's personnel. The Contractor shall provide payroll documentation as directed by County Contract Administrator or designee.

iii. Payment Schedule: The Contractor shall agree to the County's Method and Times of Payment as specified in Article 9. The Contractor shall be prepared to have enough working capital to function in this environment.

9. OVERTIME

The County shall allow overtime payment at a maximum rate of one and a half times the regular hourly wages. This allowance shall only be provided in those instances where expressly authorized by the County Contract Administrative or designee prior to the commencement of the overtime work. Further, overtime work shall not be allowed during the normal work day. As a matter of confirmation, overtime work only occurs after 40 hours of work effort in a given week by a given individual.

10. LIVING WAGE

The Contractor shall comply with the provisions of Miami-Dade County Ordinance 99-44.

11. RETURNED CHECKS

In order to ensure the maintenance of an adequate job force, payment to security guards shall be on time and with checks that are valid, i.e., there are available funds in the bank to cover said checks. Refer to Section 6.23 (A) (iii), Special Violations, above.

12. COUNTY-FURNISHED ITEMS

The County shall furnish to the Contractor, to be used only in connection with the providing services to the County, the following materials and equipment:

A) Generic Post Orders will be given to the Contractor

B) Equipment
The Contractor shall be responsible for all equipment issued by the County to the Contractor solely for performance of the work contained herein. The Contractor shall replace, or reimburse the County at current market rates, for all equipment that is lost, damaged, stolen, or made otherwise unavailable due to the negligence of the Contractor or its personnel. Upon termination/expiration of the Contract issued, all equipment shall be returned to the County in good operating condition, less reasonable wear and tear as defined by the County.

The Contractor shall be liable for any loss of or damage to County or private property, real or personal, that may result from the acts or omitted acts of its personnel in violation of a Contract or any derivative or supplemental documents (e.g. post orders) or directives.

C) Forms
A sample of required forms and other documentation used in reporting procedures at specific posts will be provided or approved by the County Contract Administrator, designee or Building/Facility Manager if site specific.

D) Keys
The Contractor shall be responsible for all keys that are issued by the County. Special care shall be exercised when dealing with Grand Master or Master keys. All lost keys shall be reported immediately to the Security Operations Center and to the Building Manager/Facility Contact. The Contractor shall provide adequate control and accountability for these keys. If a Grand Master or Master key under control of the Contractor is lost, the Contractor shall be liable for the cost of re-keying the building/facility. Lost keys other than Grand Master or Master keys shall result in the Contactor paying for the cost of re-keying all effected doors. The removal and/or duplicating of County issued keys without the expressed written consent of the County Contract Administrator or designee is strictly prohibited.

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E) Phones

County phones made available to the Contractor's personnel to be used for County business only. Personal and long distance calls are prohibited. Long distance or any unauthorized calls shall be reimbursed to the County within fifteen (15) calendar days of notice from the County. The use of personal Cellular phones is also prohibited except in emergency situations, violations of these procedures will result in Liquidated Damages.

13. SCHEDULING SOFTWARE

The Contractor shall use scheduling software to track scheduling of guards and to ensure that all posts are staffed by guards qualified to work the said post. The Contractor will provide user access for GSA Security Management one County personnel, designated by the County Contract Administrator, at no additional cost to the County. The system should allow the County to view reports generated by this software. If the scheduling software will be use for billing also, the Contractor shall work with the County to provide finalize invoicing format.

14. GUARD CHECKS

The Contractor shall implement and use available systems to make sure that the guards are actively performing duty. This may include use of guard tour systems or similar, radio calls, or GPS. The Contractor shall notify the County Contract Administrator in writing as to what system will be used by the Contractor under this Contract. The Contractor shall provide reports to the County upon receipt of the request from the County Contract Administrator or designee.

15. TABLETOP EXERCISES AND DRILLS

The Contractor shall conduct, at no additional cost to the County, tabletop exercises and drills to simulate contingency events based on the security plan. These drills and exercises will be used to identify weaknesses and refine the current procedures. The County Contract Administrator will determine the dates and duration of these exercises.

16. CUSTOMER SATISFACTION PROGRAM

The Contractor shall implement a customer satisfaction program to include a minimum of customer satisfaction surveys to be conducted twice a year. The County Contract Administrator will determine the format for the surveys. Any negative feedback received shall eventually be followed by corrective action plan to be approved by the County Contract Administrator.

17. PERFORMANCE BOND REQUIREMENTS

The Contractor shall provide a Performance Bond in the amount of 10% of the total agreed upon weekly price multiplied by fifty-two (52) weeks for a yearly total for the Sector. The Performance Bond shall be delivered to the County within 15 calendar days after formal notice is issued by the County. The Performance Bond shall be prepared on the applicable bond form(s) provided herein as Appendix D. It may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as specified in Article 42. No other form shall be accepted. If the Contractor fails to deliver the Performance Bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender its offer guaranty/Proposal bond, and the County

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shall not accept any Proposal from the Contractor for a twelve (12) month period following such default. In lieu of a bond, an **irrevocable letter of credit or a cash bond** in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable.

The Contractor shall comply with the performance bond requirements every year during the term of the Contract including any extensions/renewals thereof. The County will issue a notice to the Contractor every year and the Contractor shall deliver the performance bond to the County within 15 calendar days of the notice issuance date.

18. SECTION 3 (OF THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ACT OF 1968) REQUIREMENTS

This Contract is a Section 3 covered activity for Miami-Dade Housing Agency (MDHA). Section 3 requires that job training, employment and contracting opportunities be directed toward low and very-low income persons and to businesses that provide economic opportunities to those persons.

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APPENDIX B

Price Schedule

A. CONTRACTOR's PRICE FOR PERSONNEL

Contractor's rates for different levels of security officers, site supervisors, field supervisor and project manager:

Personnel	Price (Hourly Rate)
Level 1 Security Officer	$17.56
Level 2 Security Officer	$23.88
Level 3 Security Officer	$27.22
Contractor Field Supervisor	$28.60
Site Supervisor (For Level 1 Officers)	$19.23
Site Supervisor (For Level 2 Officers)	$26.20
Site Supervisor (For Level 3 Officers)	$29.55
Personnel	**Annual Rate**
Project Manager	$68,000

Notes:

1. All out-of-pocket expenses, including employee travel, per diem, and miscellaneous costs and fees are included in the Contractor's price, as they shall not be reimbursed separately by the County.

2. Contractor shall submit invoices and other required documentation in order to receive payment for services rendered.

3. The County makes no guarantee of the actual number of hours under the Contract. The Contractor shall be paid on an hourly basis.

4. The County, may at its sole discretion, add or delete facilities/buildings.

5. The County, may at its sole discretion, increase/decrease the number of hours of service required for a building/facility.

B. PAYMENT FOR SPECIAL EQUIPMENT

Contractor's hourly rates for providing the "Special Equipment" for the duration of the Contract including any renewals and extensions thereof:

Special Equipment	Hourly Rate
Use of Licensed Motor Vehicle	$1.12
Use of Golf Cart	$0.46

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Notes:

1. The County reserves the right to increase/decrease the hours for usage of supplemental equipment.

2. The County reserves the right to provide equipment to the Contractor and in that case, the above charges do not apply.

3. The Contractor shall bill the County for reimbursement of the fuel used in the County's Contract for the three vehicles that are required (See Appendix A, Section 5). The Contractor shall provide supporting documents and reports for reimbursement.

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APPENDIX C

TIERS & SECTORS

Security Guard services are organized into three (3) Sectors as follows:

Tier	Number of Sectors	Service Required	Sector Numbers
Tier 1	3	Security Guard Services	Sectors:1A,1B, 1C
*Sectors 1D and 1E, Tier 2 and Tier 3 are covered under RFP 487A.			

These three (3) Sectors require Security Guard Services only and are referred to as Tier 1 Sectors.

*Services for Sectors 1D, 1E, and Tiers 2 and 3 were solicited under RFP No. 487A. Tier 1 Sectors (excluding the Sectors of RFP No. 487A) encompass the entire area of Miami-Dade County. Tier 2 Sectors likewise are specific geographic areas that encompass the entire area of the County. Tier 1 and Tier 2 overlap one another. A Tier 1 facility (one that does not require Screening services) may lie in close proximity to a Tier 2 facility (one that does require Screening services).

Sector boundaries have been drawn in such a way as to delineate Sectors that are in the best interest of the County. Due to the necessity to ensure that only one Contractor provides services to a facility, it may become necessary from time to time to reassign specific facilities between Sectors.

Sector Boundaries

Sector 1A: Bounded on the North by the Miami-Dade/Broward County line, extending South to the North side of NE/NW 75th Street, East and West to the Miami-Dade County limits.

Sector 1B: Bounded on the North by the South side of NE/NW 75th Street, extending South to the North side of Flagler Street, East and West to the Miami-Dade County Line, excluding the area defined in Sector 1C.

Sector 1C: Bounded on the North by the South side of NE/NW 54th Street, extending South to the North side of Flagler Street **(TO INCLUDE 140 WEST FLAGLER BUILDING)**, East by the Atlantic Ocean and on the West by East side of NW 22nd Avenue.

All current/future Miami-Dade Housing Agency (MDHA) facilities/buildings that fall/may fall in the geographic boundaries of the Sectors covered under RFP No. 487A are/will be included in either of the above three Sectors.

APPENDIX D

MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

Any change, alteration or addition to this form will disqualify this Performance and Payment Bond

STATE OF FLORIDA)
SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____

_____ As Principal, and _____

_____

A corporation organized under the laws of the State of _____ with its home office in the city of _____, as Surety, (said Principal and said Surety hereinafter collectively being referred to as Obligator), are held and finally bound unto Dade County, Florida, acting by and through the BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, and their successors in office, hereinafter called the Obligee, in the sum of $_____ lawful money of the United States of America, for the payment whereof to the Obligee, the Principal and Surety respectively bind themselves, their successors, heirs, and assigns, jointly and severally, finally by these present.

Signed, sealed and dated this _____ day of _____, 20_____.

WHEREAS the Principal and Obligee have entered into a written contract, hereinafter called the "Contract" for

_____

_____

As evidenced by contract and specifications made a part thereof, entered into between the Principal and the Obligee on the _____day of _____, 20_____ a copy of which Contract may be attached hereto and is hereby referred to and made a part thereof.

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of the Principal's failure to comply with any of the terms of the Contract, then this obligation shall be void; otherwise, it shall remain in full force.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

1. Said Principal (Contractor) shall well and truly perform; carry out and abide by all terms, conditions and provisions of said Contract including all maintenance and warranty provisions and furnish complete the items herein specified in accordance with the terms thereof, and the Obligator herein shall and does hereby agree to indemnify the Obligee and hold it harmless of, from and against any and all liability, loss, cost, damage or expense and attorney's fees, including appellate proceedings, which said Dade County, Florida may incur or which may accrue or be imposed upon either thereof by reason of any negligence, default and/or misconduct on the part of the said contractor, and _____ agents, servants, and/or employees, in, about or on account of the performance of said contract by the said contractor, and shall repay to and reimburse to the said Dade County, Florida, promptly upon demand, all sums of money, each and every, reasonably paid out or expended by the said Obligee on account of the failure and/or refusal of said contractor to carry out, do, perform and/or comply with any of the terms and provisions of said Contract at the time and in the manner therein provided.

2. The Principal will make payments to all persons supplying Principal labor, material and supplies used directly or indirectly by the Principal or any subcontractors of the Principal in the prosecution of the work provided for in said Contract.

3. Each and every person, natural and artificial, for whose benefit this bond has been executed as disclosed by the text of this bond and of said Contract, specifications, drawings and all papers, and of said agreement and instruments attached and made a part of said Contract, and each and every person, natural and artificial, supplying labor, materials and supplies in furtherance of said Contract, shall have the same several rights of suit or action upon this bond as if he or they were the Obligee or Obligees herein specially mentioned, and the obligations hereof shall be several as to the rights of said persons or said Obligees hereof.

4. In each and every suit brought against the Obligor upon this bond in which the Plaintiff shall be successful, there shall be assessed therein against the Obligor herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Obligor hereby expressly agrees to pay as part of the cost and expense of such suit.

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20_____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of: _____
Printed Name of Individual

_____

_____ _____
Two Witnesses Signature of Individual

[redacted]

WHEN THE PRINCIPAL IS SOLE PROPRIETORSHIP OR OPERATES UNDER TRADE NAME:

Signed, sealed and delivered in the presence of: _____
Name of Firm

_____ _____
Signature of Individual

_____ _____
Two Witnesses Printed Name of Individual

[redacted]

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of: _____
Name of Firm – A Partnership

_____ _____
Printed Name of One Partner

_____ _____
Two Witnesses Signature of One Partner

[redacted]

WHEN PRINCIPAL IS A CORPORATION:

_____

_____ _____
Secretary Correct Name of Corporation

(Affix Corporate Seal) By: _____
President or Vice-President

[redacted]

Attest:

_____ _____
Corporate Surety

_____
Business Address

Countersigned:

_____ By: _____
Florida Resident Agent Corporate Seal

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CORPORATE PRINCIPAL CERTIFICATION

I _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond on behalf of the principal, was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested foe and in behalf of said corporation by authority of its governing body.

Corporate Seal

STATE OF FLORIDA)
SS
COUNTY OF DADE)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared: _____ _____ to me well known, who being by me first duly sworn upon oath says that he/she is the Attorney-in-fact for the _____ and that he/she has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Miami-Dade County, Florida.

Subscribed and sworn to before me this _____ day of _____ A.D. 20 _____.

_____

Notary Public, State of _____ at Large

My commission expires _____

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