Memorandum

MIAMI-DADE COUNTY

Date: November 15, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 8(F)(6)

From: Carlos A. Gimenez
Mayor

Subject: Recommendation for Approval to Waive the Competitive Bidding Process in Section 5.03(D) of the Home Rule Charter to Award Contracts Established by a Competitive Bid Waiver for Security Guard Services at Special Taxing Districts (Level 2 Guards)

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve award of competitive bid waiver contracts to 50 State Security Service, Inc.; G4S Secure Solutions (USA), Inc.; Security Alliance of Florida LLC; U.S. Security Associates, Inc.; and Kent Security Services, Inc., to provide security guard services at multiple Special Taxing Districts (STD) as listed in this recommendation. It is further recommended that the Board approve the waiver of competitive bid procedures pursuant to 5.03(D) of the Home Rule Charter and waive the procedures contained in Section 2-8.4 of the Miami-Dade County Code, pertaining to bid protests, by a two-third (2/3) vote of the Board members present.

On January 19, 1988, the Board approved Resolution No. R-7-88, authorizing a waiver of formal bid procedures in connection with security guard services for existing and future STDs. This Resolution allowed staff to award bid waiver contracts without additional Board approval. The County issued a Request for Proposals to solicit proposals from interested vendors to provide the security guard services. All proposals were rated and ranked resulting in a short-list of qualified firms. The HOAs' preferences were a major determining factor for each selection. Notwithstanding the available authorization to waive competition without the requirement for Board approval, due to the age of the Resolution and the value of the contracts, this award is being presented to the Board.

CONTRACT NUMBERS:	RFP717A, RFP717B, RFP717C, RFP717D, and RFP717E
CONTRACT TITLE:	Security Guard Services at Special Taxing Districts (Level 2 Guards)
TERM:	Two years with three, two-year options-to-renew
APPROVAL TO ADVERTISE:	July 28, 2010
METHOD OF AWARD:	Competitive Bid Waiver
PREVIOUS CONTRACT AMOUNT:	Approximately $6,100,000 annually
CONTRACT AMOUNT:	$12,600,000 for the initial two-year term. If the County chooses to exercise the three, two-year options-to-renew, the cumulative contract value will be $50,400,000.

BACKGROUND

The County issued a solicitation for STD Security Guard Services. The solicitation incorporated language from the referenced Resolution to allow participation by the HOAs regarding the level of service required and cost implications. Twenty-seven proposals were received in response to the solicitation. Three proposals were deemed non-responsive by the County Attorney's Office for failure to meet the submission

requirements (copies of the CAO opinions are attached). The remaining proposals were evaluated by the Evaluation/Selection Committee.

The Committee rated and ranked the firms. The HOAs were provided the list of firms considered qualified to provide the services, along with the proposed prices, to assist in making their decision regarding the level of service and pricing. The HOAs (except Miami Lakes, Section One) provided the requested information, but also requested that the County assign their preferred firm to provide the services at their location.

The County Attorney's Office was consulted regarding the evaluation process. It was determined that the appropriate course of action would be to allow the HOAs to have input in selecting the firms for their respective STDs, and to award these contracts as competitive bid waivers. The Committee recommended the County enter into negotiations with the firms as requested by the HOAs. The firms requested by the HOAs were the top five ranked firms by the Committee. This process allowed a significant level of input from the HOAs to ensure the HOAs' acceptance of the vendors selected to provide the services in their respective communities.

PERFORMANCE/COMPLIANCE

G4S Secure Solutions (USA), Inc. (G4S), was formerly known as The Wackenhut Corporation (Wackenhut). In February 2010, the Board of County Commissioners approved a settlement agreement with Wackenhut regarding the vendor's breach of contract on the Miami-Dade Transit (MDT) Security Services contract. Wackenhut received concessions in the settlement agreement including 1) "the County agrees not to use any of the facts surrounding the case as a justification to find Wackenhut a non-responsible bidder on future procurements", and 2) "if Wackenhut employees who are assigned to the MDT contract are arrested in the future in relation to that contract, the County is also prohibited from using that information as justification for a finding of non-responsibility, so long as Wackenhut agrees that those employees or principals will not personally participate in the potential contract engagement under consideration".

USING/MANAGING AGENCY AND FUNDING SOURCE:

Department	Allocation	Funding Source	Contract Manager
Public Works Department	$12,600,000	Special Taxing District Funds	Don Tock
Total	**$12,600,000**		
The allocation and funding source has been reviewed and approved by the Office of Management and Budget. There is no fiscal impact beyond what is stated in this award recommendation.			

PROCUREMENT CONTRACTING OFFICER: Lydia Osborne

VENDORS RECOMMENDED FOR AWARD:

Vendor	Address	Principal	Awarded Special Taxing District
50 State Security Service, Inc. (Local vendor)	1125 NE 125th St. Suite 300 No. Miami, FL 33161	Ted L. Kretzschmar	1. Belle Meade 2. Belle Meade Island 3. Biscayne Beach 4. Biscayne Point

Vendor	Address	Principal	Awarded Special Taxing District
			5. Coventry 6. Enchanted Lake 7. Entrada 8. Gables by the Sea 9. Highland Gardens 10. Highland Lakes 11. Keystone Point 12. Kings Bay 13. Miami Lakes Loch Lomond 14. Miami Lakes Section One 15. North Bay Island 16. North Dade Country Club/Andover 17. Oak Forest 18. Sabal Palm
G4S Secure Solutions (USA), Inc. (Non-local vendor)	1395 University Blvd. Jupiter, FL 33458	Jeffrey Cappelletti	1. Lakes by the Bay South Commons 2. Sunrise Harbor
Security Alliance of Florida LLC (Local vendor)	8323 NW 12th St. Suite 218 Doral, FL 33126	David Ramirez	1. Hammock Oaks Harbor
U.S. Security Associates, Inc. (Non-local vendor)	200 Mansell Ct. E. Suite 500 Roswell, GA 30076	Charles R. Schneider	1. Four Way Lodge Estates
Kent Security Services, Inc. (Local vendor)	14600 Biscayne Blvd. No. Miami Beach, FL 33181	Gil Newman	1. Morningside 2. Royal Oaks East 3. Royal Oaks Section One

PERFORMANCE DATA: There are no known performance issues with the recommended firms.

COMPLIANCE DATA: There are no known compliance issues with the recommended firms.

VENDORS NOT RECOMMENDED FOR AWARD: The following vendors were not recommended for award based on their scores and ranking.

ABM Security Services, Inc.
AlliedBarton Security Services, LLC
American Guard Services, Inc.
Andy Frain Services, Inc.
AWA Security, Inc.
Chi-Ada Corporation
Delad Security, Inc.
Diamond Detective Agency, Inc., d/b/a Diamond Security
Execupro, Inc., d/b/a Execupro Protective Services
Felck Security Corporation

First American Security Services, Inc.
Florida Patrol Investigators, Inc., d/b/a FPI Security Services
High-Class Security, Inc.
Mason Evans, Inc., d/b/a Diamond Investigations and Security
McRoberts Protective Agency, Inc.
PM Security Service, Inc.
Professional Protection & Investigations Agency, Inc.
Professional Security Concepts, Inc.
US Alliance Management Corporation

The following vendors were deemed non-responsive by the County Attorney's Office for failure to meet the submission requirements (see attached opinions).

Elite Investigations, LTD, Inc.
DSI Security Services
Wesnaley Security Group, LLC

CONTRACT MEASURES: A Small Business Enterprise (SBE) Selection Factor was applied in accordance with the Ordinance and did not affect the outcome.

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

USER ACCESS PROGRAM: The User Access Program provision will apply. The 2% program discount will be collected on all purchases.

LOCAL PREFERENCE: The Local Preference was applied in accordance with the Ordinance and did not affect the outcome.

ESTIMATED CONTRACT COMMENCEMENT DATE: Ten days after date adopted by the Board of County Commissioners.

DELEGATED AUTHORITY: If this item is approved, the County Mayor or designee will have the authority to exercise, at County Mayor's or designee's discretion, subsequent options-to-renew and other extensions in accordance with the terms and conditions of the contract.

County Manager/Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: November 15, 2011

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

SUBJECT: Agenda Item No. 8(F)(6)

Please note any items checked.

_____ **"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**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_✓_ **Applicable legislation requires more than a majority vote (i.e., 2/3's _✓_, 3/5's ____, unanimous_____) to approve**

_✓_ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(6)
11-15-11

RESOLUTION NO. _____

RESOLUTION WAIVING COMPETITIVE BIDDING PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER, AUTHORIZING EXECUTION OF AGREEMENTS IN THE AGGREGATE AMOUNT OF $50,400,000 WITH 50 STATE SECURITY SERVICE, INC., G4S SECURE SOLUTIONS (USA) INC., SECURITY ALLIANCE OF FLORIDA LLC, U.S. SECURITY ASSOCIATES, INC., AND KENT SECURITY SERVICES, INC., TO OBTAIN SECURITY GUARD SERVICES FOR MULTIPLE SPECIAL TAXING DISTRICTS IN MIAMI-DADE COUNTY, WAIVING THE REQUIREMENTS OF SECTION 2-8.4 OF THE MIAMI-DADE COUNTY CODE, PERTAINING TO BID PROTESTS, BY A TWO-THIRD VOTE OF THE BOARD MEMBERS PRESENT, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENTS FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN CONTRACT NOS. RFP717A, RFP717B, RFP717C, RFP717D, AND RFP717E

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 this Board finds it in the best interest of Miami-Dade County to waive competitive bidding pursuant to Section 5.03(D) of the Home Rule Charter and approves the execution of agreements in the aggregate amount of $50,400,000 with 50 State Security Service, Inc., G4S Secure Solutions (USA) Inc., Security Alliance of Florida LLC, U.S. Security Associates, Inc., and Kent Security Services, Inc., in substantially the form attached hereto and made a part hereof, and furthermore, this Board

waives procedures contained in Section 2-8.4 of the Miami-Dade County Code, pertaining to bid protests, by a two-third (2/3) vote of the Board members present, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise any cancellation and renewal provisions and all other rights contained therein.

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:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of November, 2011. 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

#22537

Memorandum

MIAMI-DADE COUNTY

Date: April 26, 2011

To: Alina T. Hudak
County Manager

Thru: Miriam Singer, CPPO
Director
Department of Procurement Management

From: Lydia Osborne
Procurement Contracting Officer
Chairperson, Evaluation/Selection Committee

Subject: Report of Evaluation/Selection Committee for RFP No. 717, Security Guard Services for Special Taxing Districts (Level 2 Guards)

The County issued a solicitation to obtain proposals from qualified firms to provide Level 2 security guard services for multiple Special Taxing Districts (STD) in Miami-Dade County. Resolution No. R-7-88, approved by the Board of County Commissioners on January 19, 1988, authorizes waiver of formal bid procedures in connection with security guard services for existing and future STDs, and authorizes the use of an alternate selection procedure for these services to allow participation from STD Homeowners Associations (HOAs).

The Evaluation/Selection Committee has completed the evaluation of proposals submitted in response to the solicitation following the guidelines published in the solicitation.

Committee meeting dates:
August 24, 2010 (kick-off meeting)
September 30, 2010 (evaluation and scoring)
November 3, 2010 (evaluation, scoring, and ranking)
December 7, 2010 (consideration of HOA requests)*
December 21, 2010 (consideration of HOA requests and recommendation)*
March 3, 2011 (consideration of HOA requests)*
April 13, 2011 (consideration of HOA requests and recommendation)*

**See "Other Information" Section regarding the need for these additional meetings to consider the information from the HOAs, pursuant to the aforementioned resolution.*

Verification of compliance with contract measures:
The Review Committee recommended a Small Business Enterprise (SBE) selection factor for this solicitation. The following proposers qualify for the Selection Factor:

- AWA Security, Inc.
- Delad Security, Inc.
- High-Class Security, Inc.
- Professional Protection & Investigations Agency, Inc.

Verification of compliance with minimum qualification requirements:

The solicitation had minimum qualification requirements which were reviewed by the Chairperson and Don Tock of the client department, Public Works Department. All of the proposers met the requirements.

Local Certified Service-Disabled Veteran's Business Enterprise Preference:
Veteran's Preference was considered in accordance with the applicable ordinance. None of the proposers applied for the preference.

Summary of scores:
The preliminary scores are as follows:

Proposer	*Technical Score (max.360)*	*Selection Factor Score (max.36)*	*Total Score (max.396)*
1. 50 State Security Service, Inc.	333	0	333
2. G4S Secure Solutions (USA), Inc.	331	0	331
3. Security Alliance of Florida, LLC	319	0	319
4. U.S. Security Associates, Inc.	291	0	291
5. AlliedBarton Security Services, LLC	285	0	285
6. Kent Security Services, Inc.	281	0	281
7. Professional Protection & Investigations Agency, Inc.	251	25.1	276.1
8. Feick Security Corporation	269	0	269
9. McRoberts Protective Agency, Inc.	261	0	261
10. Florida Patrol Investigators, Inc., d/b/a/ FPI Security Services	252	0	252
11. Chi-Ada Corporation	229	0	229
12. Andy Frain Services, Inc.	227	0	227
13. American Guard Services, Inc.	226	0	226
14. Delad Security, Inc.	205	20.5	225.5
15. Diamond Detective Agency, Inc., d/b/a Diamond Security	225	0	225
16. US Alliance Management Corporation	223	0	223
17. ABM Security Services, Inc.	222	0	222
18. AWA Security, Inc.	197	19.7	216.7
19. Professional Security Concepts, Inc.	216	0	216
20. PM Security Service, Inc.	198	0	198
21. Mason Evans, Inc., d/ba Diamond Investigations and Security	196	0	196
22. High-Class Security, Inc.	178	17.8	195.8
23. Execupro, Inc., d/b/a Execupro Protective Services	176	0	176
24. First American Security Services, Inc.	163	0	163

The Committee decided not to hold oral presentations, as the proposals did not require further clarification. The Committee considered the scoring guidelines in accordance with Implementing Order 3-34 (Formation and Performance of Selection Committees), and determined that firms scoring at least 70% of the available technical score (i.e., 252 out of the available 360) warranted further consideration. The 70% threshold falls within the 70-89% range in the scoring guidelines, which is rated as "Good". Price proposals were reviewed for the top ten proposers, as those proposers met this threshold.

The final scores are as follows:

Proposer	*Technical Score* (max.360)	*Selection Factor Score* (max.36)	*Price Score* (max.40)	*Total Score* (max.436)	*Price Submitted SG/SGS/LMV** (maximum hourly rates)
1. 50 State Security Service, Inc.	333	0	33	366	$19.35/$20.85/$2.70
2. G4S Secure Solutions (USA), Inc.	331	0	30	361	$18.61/$19.99/$19.81
3. Security Alliance of Florida, LLC	319	0	28	347	$19.80/$19.80/$1.90
4. U.S. Security Associates, Inc.	291	0	27	318	$17.55/$18.76/$2.00
5. AlliedBarton Security Services, LLC	285	0	27	312	$18.60/$20.18/$1.51
Kent Security Services, Inc.	281	0	31	312	$17.52/$17.52/$1.50
7. Professional Protection & Investigations Agency, Inc.	251	25.1	26	302.1	$20.95/$21.95/$1.80
8. Feick Security Corporation	269	0	23	292	$22.95/$23.95/$5.50
9. McRoberts Protective Agency, Inc.	261	0	22	283	$19.90/$20.92/$2.64
10. Florida Patrol Investigators, Inc., d/b/a/ FPI Security Services	252	0	19	271	$22.31/$23.74/$2.92

**SG = Security Guard; SGS = Security Guard Supervisor; LMV = Licensed Motor Vehicle*

Local Preference:
Local Preference was considered in accordance with the applicable ordinance, but did not affect the outcome as any proposer within five percent of the highest ranked proposer is already being recommended for negotiations.

Other information:

Non-responsive Proposals
Proposals from Elite Investigations, LTD, Inc. and DSI Security Services did not include a bid security bond in the amount of $5,000, as required in the solicitation. A request for a responsiveness determination was forwarded to the County Attorney's Office (CAO). The CAO determined both proposals are non-responsive (memorandum dated September 2, 2010 attached).

Wesnaley Security Group, LLC (Wesnaley) submitted a proposal to the Clerk of the Board 45 minutes after the proposal submittal deadline. A request for responsive determination was forwarded to the CAO. The CAO determined the proposal was responsive in relation to timeliness (memorandum dated September 2, 2010 attached). When the proposal was opened, the firm had not included a bid security bond. A second request for a responsiveness determination was forwarded to the CAO. The CAO determined the proposal is non-responsive (memorandum dated September 13, 2010 attached).

Removal of a Member from Committee
Due to unforeseen scheduling conflicts of Committee members, two consecutively scheduled meetings in October were cancelled. The next Committee meeting was scheduled for November 3, 2010. However, one member, Ariel Rodriguez, who was present during the previous Committee meetings, did not attend due to illness. The Committee continued without Mr. Rodriguez, and his scores were removed from the evaluation.

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Requests to HOAs and Review of Responses

At the November 3, 2010 meeting, the Committee completed its evaluation, and requested that the Chairperson seek the Home Owners Associations' (HOAs) input pursuant to Resolution No. R-7-88, that authorizes the use of an alternate selection procedure for these services, to allow participation from STD HOAs. HOA Presidents or designees were sent letters requesting the HOA to confirm the level of service required at the STD locations and to consider the cost implications. The proposed prices for the ten firms remaining in consideration were included in the letters. Responses were requested by November 29, 2010. Nine of the 25 HOAs submitted a response by the deadline.

At the December 7, 2010 meeting, the Committee recommended the deadline for submission of the resolutions be extended until December 17, 2010 to allow the remaining 16 HOAs to respond. Only six of the remaining 16 HOAs complied and submitted responses by the deadline.

At the December 21, 2010 meeting, the Committee reviewed the responses submitted by the 15 HOAs. Some HOAs included in their response their level of satisfaction with the current service provider and the individual HOA's preferred firm. The Committee considered the input from the HOAs in making its recommendation. For the HOAs that did not submit a response, the Committee assigned the incumbent firms.

The Committee was reconvened on March 3, 2011, upon the recommendations of the County Attorney and the concurrence of the Directors of Public Works Department and the Department of Procurement Management. The Committee recommended an extension of the deadline for submissions of the resolutions by the ten HOAs that did not submit a response by the December 17, 2010 deadline. The Committee also recommended that the Chairperson send out written notification of the extension to allow the remaining HOAs to respond by April 11, 2011. Nine of the remaining ten HOAs complied and submitted responses. Miami Lakes Section One did not submit a response.

On April 13, 2011, the Committee reviewed the responses submitted by the nine HOAs. The Committee considered the input from all the HOAs in finalizing its recommendations, and assigned firms accordingly. For the one HOA that did not submit a response, the Committee assigned the highest ranked firm.

Correction of SBE Points for One Proposer

During the scoring of proposals, the Committee was advised by the Chairperson that Chi-Ada Corporation qualified for the Small Business Enterprise (SBE) selection factor and was afforded the additional points. However, after further review of the firm's SBE certification, the Chairperson determined that this firm is not eligible for the Selection Factor. While Chi-Ada Corporation is an SBE, this firm's certification does not include security guards or any related services. A proposer must be certified goods/services being solicited in order to qualify for the selection factor. The selection factor points for this firm were removed from the individual and composite scores. This correction did not affect the outcome, as it does not change the ranking of the firms.

Negotiations:
The Committee recommends that the County enter into negotiations with the following proposers:

Recommended Firms	Special Taxing Districts
50 State Security Service, Inc.	Belle Meade Belle Meade Island Biscayne Beach Biscayne Point Coventry Enchanted Lake Entrada Gables by the Sea Highland Gardens Highland Lakes Keystone Point Kings Bay Miami Lakes Loch Lomond Miami Lakes Section One North Bay Island North Dade Country Club/Andover Oak Forest Sabal Palm (Roving Patrol Only)
G4S Secure Solutions (USA) Inc.	Lakes by the Bay South Commons Sunrise Harbor
Security Alliance of Florida LLC	Hammock Oaks Harbor
U.S. Security Associates, Inc.	Four Way Lodge Estates
Kent Security Services, Inc.	Morningside Royal Oaks East Royal Oaks Section One

The following individuals will participate in the negotiations:

Lydia Osborne, Procurement Contracting Officer, Department of Procurement Management
Donald Thompson, Security Section Supervisor, Public Works Department
Don Tock, Chief, Special Taxing District, Public Works Department

To allow further participation by the HOAs in the process, an invitation will be extended to the HOAs to allow one representative from each HOA, to participate in the negotiations as a technical advisor on the negotiations team.

Consensus Statement:

Overall Statement
The Committee determined that the recommended firms, 50 State Security Service, Inc., G4S Secure Solutions (USA) Inc., Security Alliance of Florida, LLC, U.S. Security Associates, Inc., and Kent Security Services, Inc., have the necessary qualifications, relevant experience, technical capacity, trained security guard personnel to provide the services to meet the needs of the County. The recommended firms' proposals provided a well developed and task-appropriate approach to the required services.

Four of the firms, 50 State Security Service, Inc., G4S Secure Solutions (USA) Inc., US Security Associates, Inc., and Kent Security Services, Inc., have the relevant experience and past performance in providing security guard service at STDs. The remaining firm, Security Alliance of Florida LLC, has the relevant experience in providing security guard services to similar communities and its management team has significant experience in providing services to various STDs. This firm's Senior Vice President and the Director of Operations were formerly top operations personnel at 50 State Security Service, Inc. Three of the firms, 50 State Security Service, Inc., G4S Secure Solutions (USA) Inc., and U.S. Security Associates, Inc., currently provide security guard services at the STDs.

The above recommendations are made considering the input from the HOAs. The Committee determined that it was beneficial to recommend five of the highest ranked firms. Allied Barton Security Services, LLC, a firm that received a tie score with Kent Security Services, Inc. for the fifth ranked firm, is not being recommended, as none of the HOAs expressed their desire to have this firm provide the security guards services. The Public Works Department's representatives on the Committee, Donald Thompson and Tania Lapica, confirmed the need for multiple firms providing services throughout the STDs. Due to the nature of the services and the individual preferences of a community, it is not unusual for a firm's service to be considered satisfactory by one HOA and unsatisfactory by another HOA. In the event any of the STDs became dissatisfied with the service provided by the incumbent firm, another firm from the list of recommended firms may be utilized to provide the service.

50 State Security Service, Inc. Recommended Assignments
50 State Security Service, Inc., the top ranked firm, is recommended for assignment to 18 of the 25 STDs. Sixteen of the HOAs indicated that the residents were satisfied with the level of service being provided by this incumbent firm. One HOA, Enchanted Lake, indicated their desire to replace U.S. Security Associates, Inc. (this incumbent), with 50 State Security Service, Inc. In the absence of any request to change the current firm, 50 State Security Service, Inc. is also recommended for assignment to the one HOA (Miami Lakes Section One) that did not explicitly indicate a preferred firm.

G4S Secure Solutions (USA) Inc. Recommended Assignments
G4S Secure Solutions (USA) Inc., the second highest ranked firm, is recommended for assignment to two of the STDs, considering the input from the HOAs (Lakes by the Bay South Commons and Sunrise Harbor). These HOAs expressed dissatisfaction with the level of services provided by this incumbent firm (50 State Security Service, Inc., the highest ranked firm). G4S Secure Solutions (USA) Inc., the second highest ranked firm, is recommended for these assignments.

Security Alliance of Florida LLC Recommended Assignment
Security Alliance of Florida LLC, the third highest ranked firm, is recommended for assignment to one STD considering the input from the HOA (Hammocks Oaks Harbor). This HOA expressed dissatisfaction with the level of service provided by this Incumbent firm (50 State Security Service, Inc. which is the highest ranked firm) and preferred to receive services from Security Alliance of Florida LLC.

U.S. Security Associates, Inc. Recommended Assignment
U.S. Security Associates, Inc., the fourth highest ranked firm, is recommended for assignment to one STD considering the input from the HOA (Four Way Lodge Estates). After considering the cost implication, the HOA expressed their desire to retain this incumbent firm (U.S. Security Associates, Inc.). The proposed prices for the security guards and supervisors of U.S. Security Associates, Inc. are lower than the proposed prices by the three higher ranked firms.

Kent Security Services, Inc. Recommended Assignment

Kent Security Services, Inc. is recommended for assignment to three STDs, considering input from the HOAs (Morningside, Royal Oaks East and Royal Oaks Section One). These HOAs expressed dissatisfaction with the level of service provided by the incumbent firms (50 State Security Service, Inc. and U.S Security Associates, Inc.). The cost implication to the STDs was also considered. The proposed prices for the security guards and supervisors of Kent Security Services, Inc. are the lowest among the ten highest ranked firms.

Copies of the score sheets are attached for each Committee member, as well as a composite score sheet.

Attachment(s)

Approved

Alina T. Hudak
County Manager

5/2/11
Date

Not Approved

Alina T. Hudak
County Manager

Date

Memorandum

MIAMI-DADE COUNTY

Date: September 2, 2010

To: Amos Roundtree
Lydia Osborne
Department of Procurement Management

From: Oren Rosenthal
Assistant County Attorneys

Subject: Responsiveness of Late Proposal and Non-Conforming Bid Bonds– RFP Nos. 716 and 717, Security Guard Services for Special taxing District

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In two separate requests regarding the above referenced Requests for Proposals ("RFPs") you have asked: (1) whether the County can accept a late proposal from Wesnaley Security Group, LLC ("Wesnaley"), received by the Clerk of the Board forty-four minutes after the 2:00 p.m. proposal deadline; and (2) whether the County can accept the timely submitted proposals from Responsible Security, Inc. ("Responsible"), Star Guard Security, Inc. ("Star"), Elite Investigations, LTD, Inc. ("Elite"), and DSI Security Services ("DSI") that either failed to submit a proposal bond or submitted a non-conforming proposal bond. For the reasons set forth below, we conclude that it is within the Department's discretion to accept the late filed proposal from Wesnaley provided that there is no evidence that a substantial competitive advantage was obtained by the late proposal. We also conclude that Responsible, Star, Elite and DSI's proposals are all non-responsive.

FACTS

We rely on the information provided in your e-mail, dated August 30, 2010 regarding Wesnaley's proposal and your memorandum dated September 1, 2010 regarding the remaining proposers (attached hereto) as well as our independent discussions regarding this solicitation.

According to your e-mail, Wesnaley submitted its proposal at 2:44 p.m. in the Clerk's Office some forty-four minutes after the 2:00 p.m. proposal submittal deadline. You also stated that the bids of the proposals of the twenty-six other proposers were opened prior to Wesnaley's submittal but that no vendors were present for the bid opening and no prices were read at any time.

According to your memorandum, Section 1.9.A, Bid Security, of RFP No.716 and RFP No. 717 required in part that:

> The Proposer must submit a bid security with its Proposal in the amount of $5,000.00. This security must accompany the Proposal. Proposals without bid security will be considered non-responsive. Bid security must be in the form of a certified check, cashier's check, an irrevocable letter of credit or surety bond payable to the Board of County Commissioners of Miami-Dade County, Florida.

Upon a review of the proposals submitted in response to the solicitation you found that four proposers failed to comply with this requirement. Responsible submitted an envelope with its proposal to the County marked on the outside, Bid No. RST 716, containing a personal check in the amount of $5,000, payable to "Bid No. RST 716." Star, Elite and DSI did not submit any proposal bond with their proposals.

DISCUSSION

Based on the above, it is within the County's discretion to accept the late proposal from Wesnaley and absent any showing of substantial competitive advantage, this proposal should be accepted. Responsible, Star, Elite and DSI's proposals are all non-responsive and should be rejected.

It is axiomatic that the public purpose in competitive procurement is "best served by construing the bid requirements, if at all reasonable, in a way that would give all bidders an opportunity to bid." Air Support Services International, Inc. v. Metropolitan Dade County, 614 So. 2d 583 (Fla. 3d DCA 1993). Generally, a proposal may be rejected or disregarded if there is a material variance between the proposal and the advertisement. A minor variance, however, will not invalidate the proposal. A variance is material if (1) effect of the variance would be to deprive the County of the assurance that the contract would be entered into, performed and guaranteed according to its specific requirements; and (2) whether it would adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders. *See* Robinson Electric Co. v. Dade County, 417 So.2d 1032, 1034 (Fla. 3d DCA 1982).

The County Attorney's Office has previously advised that proposals submitted prior to the close of business on the day of the proposals are presumptively valid unless it is demonstrated that the late proposer has been given a substantial competitive advantage over the other proposers.

Here the proposal was submitted only forty-four minutes late and no price offerings of the other proposers were made public. The County may thus accept this proposals unless the County determines, based on the nature of the RFP, that Wesnaley has obtained a substantial competitive advantage over the other proposers. In doing so, the County should be mindful of its past and future practice in this area and ensure consistency in its decision. If there is evidence there is a substantial competitive advantage, i.e. that the proposal was changed after 2:00 p.m. or the timing of the submission was manipulated to take advantage of the delay, the proposal should be rejected. This determination is fully consistent with previous advice from this office and case law regarding late filed proposals and relevant caselaw. *See, e.g.*, Hewitt Contracting Co., Inc. v. Melbourne Regional Airport Authority, 528 So.2d 122 (Fla. 5th DCA 1988).

For Responsible, the submittal of a non negotiable check made out to "Bid No. RST 716" as opposed to the Board of County Commissioners of Miami-Dade County, Florida renders Responsible's proposal non-responsive. As the proposal bond is the County's "assurance that the contract would be entered into," Responsible's submittal of a non negotiable check is not waivable. Submitting a non-negotiable check is tantamount to a failure to submit a proposal bond. Such a failure is also distinguishable from cases which hold that submittal of a bid bond in a different form than required is a waivable irregularity because some form of negotiable instrument was perfected at the time of bid submittal. *See, e.g.*, Robinson Electrical Co. 417 So.2d at 1032 (holding that cashier's check submitted instead of bid bond was a waivable substitute for bid requirements).

Nor may Responsible cure this defect by subsequently submitting a corrected check. The RFP required that the proposal bond be submitted with the proposal. As the failure to submit the bid bond is not waivable, so to is the requirement that it be submitted with the proposal. This opinion is consistent with opinions of attorney generals holding that proposal bonds submitted only minutes after bid submittal and bid opening are a non-waivable defect. *See, e.g.*, Opinion No. 2003-196, Office of the Attorney General of the State of Alabama (July 22, 2003).

Finally, Star, Elite and DSI complete failure to submit any proposal bond is similarly non-waivable and non-curable. As such their proposals are similarly non responsive.

Oren Rosenthal

Memorandum

MIAMI-DADE COUNTY

Date: September 13, 2010

To: Lydia Osborne
Department of Procurement Management

From: Oren Rosenthal
Assistant County Attorneys

Subject: Responsiveness of Unsigned Bids and Non-Conforming Bid Bonds– RFP 717, Security Guard Services for Special taxing District

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In this third request regarding the above referenced Requests for Proposal ("RFP") you have asked: (1) whether the County can accept a proposal from U.S. Security "U.S.S." where their Form A-1 is not signed but a valid bid bond is provided; and (2) whether the County can accept a proposal from Wesnaley Security Group, LLC ("Wesnaley") which is unsigned and also does not contain a valid bid bond. For the reasons set forth below, we conclude that it is within the County's discretion to accept the proposal from U.S.S. but the proposal from Wesnaley is not responsive.[1]

FACTS

We rely on the information provided in your memorandum, dated September 9, 2010 regarding U.S.S. and Wesnaley's proposals.

According to your memorandum, U.S.S. failed to submit Form A-1, signature page of the proposal and the proposer failed to offer any signature indicating their intent to be bound by their offer. U.S.S. did submit the required bid security with its proposal in the amount of $5,000.

You also report that Wesnaley failed to submit Form A-1, signature page of the proposal but did submit a signed cover letter from the Company Director, on the firm's letterhead, indicating their intent to be bound by their offer. You also report that Wesnaley did not submit any bid security with its proposal for RFP No.717 as instructed in the solicitation.

Section 1.9.A, Bid Security, of RFP No. 717 required in part that:

> The Proposer must submit a bid security with its Proposal in the amount of $5,000.00. This security must accompany the Proposal. Proposals without bid security will be considered non-responsive. Bid security must be in the form of a certified check, cashier's check, an irrevocable letter of credit or surety bond payable to the Board of County Commissioners of Miami-Dade County, Florida.

DISCUSSION

Based on the above, it is within the County's discretion to accept the proposal from U.S.S. and absent any other issues, this proposal should be accepted. Wesnaley's failure to submit a bid bond renders its proposal non-responsive and it should therefore be rejected.

[1] On September 2, 2010 the undersigned issued a responsiveness opinion regarding Wesnaley limited to the issue of whether the County had the discretion to accept the proposal which was filed after the proposal due date. The issues raised by this request were not raised or address in that previous request.

U.S.S.'s proposal is responsive because, although it has failed to sign the Form A-1, it has provided a bid bond binding it to the proposal. Generally, an unsigned proposal may be considered responsive if it "is accompanied by other material indicating the bidder's intention to be bound by the unsigned bid (such as the submission of a bid guarantee or a letter signed by the bidder, with the bid, referring to and clearly identifying the bid itself)." *48 C.F.R. 14.405 (c)(1); To Salmons Dredging Co.*, B-130203, 1957 WL 1437, at *2 (Comp. Gen. January 22, 1957) ("It is established that an unsigned bid may be considered for award if accompanied by a letter, bond or other document signed by the bidder clearly evincing his intent to submit the bid."); *Robinson Electric Co. v. Dade County*, 417 So.2d 1032, 1034 (Fla. 3d DCA 1982) (the standard for finding whether "a specific noncompliance constitutes a substantial and hence nonwaivable irregularity" includes "whether the effect of a waiver would be to deprive the municipality of its assurance that the contract will be entered into, performed and guaranteed according to its specified requirements"). As U.S.S.'s proposal included a valid bid bond, the proposal is responsive.

For Wesnaley, the failure to submit a proposal bond is fatal because it deprives the County of the assurance that that the contract would be entered into if the bid is accepted. *See Robinson Electrical Co.* 417 So.2d at 1032. Wesnaley may not cure this defect by subsequently submitting a bond. The RFP required that the proposal bond be submitted with the proposal. As the failure to submit the bid bond is not waivable, so to is the requirement that it be submitted with the proposal. This opinion is consistent with opinions of attorney generals holding that proposal bonds submitted only minutes after bid submittal and bid opening are a non-waivable defect. *See, e.g.,* Opinion No. 2003-196, Office of the Attorney General of the State of Alabama (July 22, 2003).

Oren Rosenthal

RFP NO. 717

SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS (LEVEL 2 GUARDS)

EVALUATION OF PROPOSALS - (Sheet 1 of 4)

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (4 members)	50 State Security Service, Inc.	ABM Security Services, Inc.	AlliedBarton Security Services LLC	American Guard Services, Inc.	Andy Frain Services, Inc.	AWA Security, Inc.	CHI-ADA Corporation
Proposer's relevant experience, qualifications, and past performance in providing the type of services requested in this Solicitation	25	100	96	66	83	46	59	53	63
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15	60	57	40	50	40	38	34	42
Proposer's approach to providing the services requested in this Solicitation	20	80	72	44	57	54	51	42	47
Recruitment Policy and Plan, and Personnel Development	20	80	70	45	59	52	48	40	47
Financial Capability	10	40	38	27	36	34	31	28	30
Total Technical Points *(Total of technical rows)*	90	360	333	222	285	226	227	197	229
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%		0	0	0	0	0	19.7	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%		0	0	0	0	0	0	0
Total Price Points	10	40	33		27				
TOTAL POINTS (Technical + Price)	100	400	366		312				
RANKING			1		5				

SIGNATURE: Lydia Osborne

Chairperson

Reviewed By

PRINT NAME: LYDIA OSBORNE

Pearl P. Bethel

DATE: 1/6/2011

1/6/2011

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RFP NO. 717

SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS (LEVEL 2 GUARDS)

EVALUATION OF PROPOSALS - (Sheet 2 of 4)

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (4 members)	Delad Security, Inc.	Diamond Detective Agency, Inc. *dba* Diamond Security	Execupro, Inc., d/b/a Execupro Protective Services	Feick Security Corporation	First American Security Services, Inc.	Florida Patrol Investigators, Inc. *dba* FPI Security Services	High-Class Security, Inc.
Proposer's relevant experience, qualifications, and past performance in providing the type of services requested in this Solicitation	25	100	46	55	46	84	39	71	44
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15	60	29	42	34	47	29	48	37
Proposer's approach to providing the services requested in this Solicitation	20	80	50	53	37	53	39	49	36
Recruitment Policy and Plan, and Personnel Development	20	80	48	47	36	55	33	49	36
Financial Capability	10	40	32	28	23	30	23	35	25
Total Technical Points *(Total of technical rows)*	90	360	205	225	176	269	163	252	178
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%		20.5	0	0	0	0	0	17.8
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%		0	0	0	0	0	0	0
Total Price Points	10	40				23		19	
TOTAL POINTS (Technical + Price)	100	400				292		271	
RANKING						8		10	

SIGNATURE: Lydia Osborne

Chairperson

Reviewed By

PRINT NAME: LYDIA OSBORNE

PEARL P. Bethel

DATE: 1/6/2011

1/6/2011

RFP NO. 717

SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS (LEVEL 2 GUARDS)

EVALUATION OF PROPOSALS - (Sheet 3 of 4)

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (4 members)	Kent Security Service, Inc.	Mason Evans, Inc. *dba* Diamond Investigations and Security	McRoberts Protective Agency, Inc.	PM Security Service, Inc.	Professional Protection & Investigations Agency, Inc.	Professional Security Concepts, Inc.	Security Alliance of Florida, LLC
Proposer's relevant experience, qualifications, and past performance in providing the type of services requested in this Solicitation	25	100	81	53	70	65	77	52	90
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15	60	51	29	49	30	44	40	55
Proposer's approach to providing the services requested in this Solicitation	20	80	64	46	55	38	49	46	71
Recruitment Policy and Plan, and Personnel Development	20	80	55	38	52	38	50	44	67
Financial Capability	10	40	30	30	35	27	31	34	36
Total Technical Points *(Total of technical rows)*	90	360	281	196	261	198	251	216	319
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%		0	0	0	0	25.1	0	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%		0	0	0	0	0	0	0
Total Price Points	10	40	31	X	22	X	26	X	28
TOTAL POINTS (Technical + Price)	100	400	312	X	283	X	302.1	X	347
RANKING			5		9		7		3

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SIGNATURE: Lydia Osborne

Chairperson

Reviewed By

PRINT NAME: LYDIA OSBORNE

PEARL P. Bethel

DATE: 1/6/2011

1/6/2011

RFP NO. 717

SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS (LEVEL 2 GUARDS)

EVALUATION OF PROPOSALS - (Sheet 4 of 4)

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (4 members)	U.S. Security Associates, Inc.	US Alliance Management Corporation	G4S Secure Solutions (USA) Inc.
Proposer's relevant experience, qualifications, and past performance in providing the type of services requested in this Solicitation	25	100	82	57	94
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15	60	50	42	57
Proposer's approach to providing the services requested in this Solicitation	20	80	59	46	70
Recruitment Policy and Plan, and Personnel Development	20	80	63	46	70
Financial Capability	10	40	37	32	40
Total Technical Points *(Total of technical rows)*	90	360	291	223	331
Selection Factor *(10% of the Technical Points Earned on the Technical Portion)*	10%		0	0	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%		0	0	0
Total Price Points	10	40	27	X	30
TOTAL POINTS (Technical + Price)	100	400	318	X	361
RANKING			4		2

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SIGNATURE:

Chairperson

Reviewed By

PRINT NAME:

LYDIA OSBORNE 1/6/2011

Pearl P. Bethel 1/6/2011

RFP NO. 717

SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS (LEVEL 2 GUARDS)

EVALUATION OF PROPOSALS - (Sheet 1 of 4)

TANIA LAPICA (PWD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	50 State Security Service, Inc	ABM Security Services, Inc.	AlliedBarton Security Services LLC	American Guard Services, Inc.	Andy Frain Services, Inc.	AWA Security, Inc.	CHI-ADA Corporation
Proposer's relevant experience, qualifications, and past performance in providing the type of services requested in this Solicitation	25	25	17	18	10	16	16	16
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15	15	14	14	13	8	13	12
Proposer's approach to providing the services requested in this Solicitation	20	18	13	16	14	11	14	13
Recruitment Policy and Plan, and Personnel Development	20	18	14	16	14	9	13	13
Financial Capability	10	10	4	6	9	4	5	6
Total Technical Points *(Total of technical rows above)*	90	86	62	70	60	48	61	60
Selection Factor (*10% of the Total Technical Points on the Technical Portion*)	10%	0	0	0	0	0	6.1	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0	0	0	0	0	0	0
Total Price Points	10	10		7				
TOTAL POINTS (Technical + Price)	100	96		77				

RFP NO. 717

SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS (LEVEL 2 GUARDS)

EVALUATION OF PROPOSALS - (Sheet 2 of 4)

TANIA LAPICA (PWD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Delad Security, Inc.	Diamond Detective Agency, Inc. *dba* Diamond Security	Execupro, Inc., d/b/a Execupro Protective Services	Feick Security Corporation	First American Security Services, Inc.	Florida Patrol Investigators, Inc. *dba* FPI Security Services	High-Class Security, Inc.
Proposer's relevant experience, qualifications, and past performance in providing the type of services requested in this Solicitation	25	10	17	12	21	14	19	11
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15	10	12	11	14	10	15	11
Proposer's approach to providing the services requested in this Solicitation	20	15	12	11	17	14	14	10
Recruitment Policy and Plan, and Personnel Development	20	14	10	10	17	8	15	10
Financial Capability	10	9	5	5	5	6	8	5
Total Technical Points *(Total of technical rows above)*	90	58	56	49	74	52	71	47
Selection Factor *(10% of the Total Technical Points on the Technical Portion)*	10%	5.8	0	0	0	0	0	4.7
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0	0	0	0	0	0	0
Total Price Points	10				8		5	
TOTAL POINTS (Technical + Price)	100				82		76	

RFP NO. 717

SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS (LEVEL 2 GUARDS)

EVALUATION OF PROPOSALS - (Sheet 3 of 4)

TANIA LAPICA (PWD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Kent Security Service, Inc.	Mason Evans, Inc. *dba* Diamond Investigations and Security	McRoberts Protective Agency, Inc.	PM Security Service, Inc.	Professional Protection & Investigations Agency, Inc.	Professional Security Concepts, Inc.	Security Alliance of Florida, LLC
Proposer's relevant experience, qualifications, and past performance in providing the type of services requested in this Solicitation	25	20	8	16	17	18	18	22
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15	14	12	12	7	13	12	14
Proposer's approach to providing the services requested in this Solicitation	20	14	13	11	11	13	12	16
Recruitment Policy and Plan, and Personnel Development	20	15	11	10	11	12	12	17
Financial Capability	10	3	10	7	5	10	10	9
Total Technical Points *(Total of technical rows above)*	90	66	54	56	51	66	64	78
Selection Factor (*10% of the Total Technical Points on the Technical Portion*)	10%	0	0	0	0	6.6	0	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0	0	0	0	0	0	0
Total Price Points		8		5		8		8
TOTAL POINTS (Technical + Price)	90	74		61		80.6		86

1/11/2011

RFP NO. 717

SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS (LEVEL 2 GUARDS)

EVALUATION OF PROPOSALS - (Sheet 4 of 4)

TANIA LAPICA (PWD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	U.S. Security Associates, Inc.	US Alliance Management Corporation	G4S Secure Solutions (USA) Inc.
Proposer's relevant experience, qualifications, and past performance in providing the type of services requested in this Solicitation	25	19	19	25
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15	12	13	15
Proposer's approach to providing the services requested in this Solicitation	20	17	14	18
Recruitment Policy and Plan, and Personnel Development	20	17	15	18
Financial Capability	10	8	9	10
Total Technical Points *(Total of technical rows above)*	90	73	70	86
Selection Factor *(10% of the Total Technical Points on the Technical Portion)*	10%	0	0	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0	0	0
Total Price Points	10	6		10
TOTAL POINTS (Technical + Price)	100	79		96

RFP NO. 717

SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS (LEVEL 2 GUARDS)

EVALUATION OF PROPOSALS - (Sheet 1 of 4)

DONALD THOMPSON (PWD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	50 State Security Service, Inc.	ABM Security Services, Inc.	AlliedBarton Security Services LLC	American Guard Services, Inc.	Andy Frain Services	AWA Security, Inc.	CHI-ADA Corporation
Proposer's relevant experience, qualifications, and past performance in providing the type of services requested in this Solicitation	25	25	20	22	0	0	10	15
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15	15	10	10	5	5	5	10
Proposer's approach to providing the services requested in this Solicitation	20	20	10	10	10	10	10	10
Recruitment Policy and Plan, and Personnel Development	20	18	10	10	10	10	10	10
Financial Capability	10	10	10	10	10	10	10	10
Total Technical Points *(Total of technical rows above)*	90	88	60	62	35	35	45	55
Selection Factor *(10% of the Total Technical Points on the Technical Portion)*	10%	0	0	0	0	0	4.5	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0	0	0	0	0	0	0
Total Price Points	10	5		6				
TOTAL POINTS (Technical + Price)	100	93		68				

RFP NO. 717

SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS (LEVEL 2 GUARDS)

EVALUATION OF PROPOSALS - (Sheet 2 of 4)

DONALD THOMPSON (PWD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Delad Security, Inc.	Diamond Detective Agency, Inc. *dba* Diamond Security	Execupro, Inc., d/b/a Execupro Protective Services	Feick Security Corporation	First American Security Services, Inc.	Florida Patrol Investigators, Inc. *dba* FPI Security Services	High-Class Security, Inc.
Proposer's relevant experience, qualifications, and past performance in providing the type of services requested in this Solicitation	25	5	0	10	22	5	20	10
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15	0	5	10	10	5	10	11
Proposer's approach to providing the services requested in this Solicitation	20	10	13	10	10	10	10	10
Recruitment Policy and Plan, and Personnel Development	20	10	10	10	10	10	10	10
Financial Capability	10	10	10	10	10	10	10	10
Total Technical Points *(Total of technical rows above)*	90	35	38	50	62	40	60	51
Selection Factor (*10% of the Total Technical Points on the Technical Portion*)	10%	3.5	0	0	0	0	0	5.1
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0	0	0	0	0	0	0
Total Price Points	10				3		3	
TOTAL POINTS (Technical + Price)	100				65		63	

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RFP NO. 717

SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS (LEVEL 2 GUARDS)

EVALUATION OF PROPOSALS - (Sheet 3 of 4)

DONALD THOMPSON (PWD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Kent Security Service, Inc.	Mason Evans, Inc. *dba* Diamond Investigations and Security	McRoberts Protective Agency, Inc.	PM Security Service, Inc.	Professional Protection & Investigations Agency, Inc.	Professional Security Concepts, Inc.	Security Alliance of Florida, LLC
Proposer's relevant experience, qualifications, and past performance in providing the type of services requested in this Solicitation	25	20	20	10	20	20	0	23
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15	10	0	10	5	7	7	15
Proposer's approach to providing the services requested in this Solicitation	20	20	15	10	10	10	10	20
Recruitment Policy and Plan, and Personnel Development	20	10	10	10	10	10	10	17
Financial Capability	10	10	10	10	10	10	10	10
Total Technical Points *(Total of technical rows above)*	90	70	55	50	55	57	37	85
Selection Factor (*10% of the Total Technical Points on the Technical Portion*)	10%	0	0	0	0	5.7	0	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0	0	0	0	0	0	0
Total Price Points	10	7	X	5	X	5	X	5
TOTAL POINTS (Technical + Price)	100	77	X	55	X	67.7	X	90

1/11/2011

RFP NO. 717

SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS (LEVEL 2 GUARDS)

EVALUATION OF PROPOSALS - (Sheet 4 of 4)

DONALD THOMPSON (PWD)

SELECTION CRITERIA / PROPOSERS	Maximum Points	U.S. Security Associates, Inc.	US Alliance Management Corporation	G4S Secure Solutions (USA) Inc.
Proposer's relevant experience, qualifications, and past performance in providing the type of services requested in this Solicitation	25	24	10	25
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15	12	10	15
Proposer's approach to providing the services requested in this Solicitation	20	15	10	18
Recruitment Policy and Plan, and Personnel Development	20	17	10	18
Financial Capability	10	10	10	10
Total Technical Points *(Total of technical rows above)*	90	78	50	86
Selection Factor *(10% of the Total Technical Points on the Technical Portion)*	10%	0	0	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0	0	0
Total Price Points	10	7		5
TOTAL POINTS (Technical + Price)	100	85		91

RFP NO. 717

SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS (LEVEL 2 GUARDS)

EVALUATION OF PROPOSALS - (Sheet 1 of 4)

ERIC J. MUNTAN (MDT)

SELECTION CRITERIA / PROPOSERS	Maximum Points	50 State Security Service, Inc.	ABM Security Services, Inc.	AlliedBarton Security Services LLC	American Guard Services, Inc.	Andy Frain Services	AWA Security, Inc.	CHI-ADA Corporation
Proposer's relevant experience, qualifications, and past performance in providing the type of services requested in this Solicitation	25	25	19	24	21	23	15	17
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15	14	11	13	13	12	9	11
Proposer's approach to providing the services requested in this Solicitation	20	17	15	16	16	14	10	14
Recruitment Policy and Plan, and Personnel Development	20	18	16	18	17	13	9	13
Financial Capability	10	8	8	10	7	7	5	5
Total Technical Points *(Total of technical rows above)*	90	82	69	81	74	69	48	60
Selection Factor *(10% of the Total Technical Points on the Technical Portion)*	10%	0	0	0	0	0	4.8	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0	0	0	0	0	0	0
Total Price Points	10	9		6				
TOTAL POINTS (Technical + Price)	100	91		87				

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RFP NO. 717

SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS (LEVEL 2 GUARDS)

EVALUATION OF PROPOSALS - (Sheet 2 of 4)

ERIC J. MUNTAN (MDT)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Delad Security, Inc.	Diamond Detective Agency, Inc. *dba* Diamond Security	Execupro, Inc., d/b/a Execupro Protective Services	Feick Security Corporation	First American Security Services, Inc.	Florida Patrol Investigators, Inc. *dba* FPI Security Services	High-Class Security, Inc.
Proposer's relevant experience, qualifications, and past performance in providing the type of services requested in this Solicitation	25	16	19	16	22	12	14	13
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15	9	13	9	11	10	11	9
Proposer's approach to providing the services requested in this Solicitation	20	11	14	10	10	9	10	9
Recruitment Policy and Plan, and Personnel Development	20	12	13	11	13	10	10	9
Financial Capability	10	5	5	4	5	3	8	4
Total Technical Points *(Total of technical rows above)*	90	53	64	50	61	44	53	44
Selection Factor *(10% of the Total Technical Points on the Technical Portion)*	10%	5.3	0	0	0	0	0	4.4
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0	0	0	0	0	0	0
Total Price Points	10				4		5	
TOTAL POINTS (Technical + Price)	100				65		58	

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RFP NO. 717

SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS (LEVEL 2 GUARDS)

EVALUATION OF PROPOSALS - (Sheet 3 of 4)

ERIC J. MUNTAN (MDT)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Kent Security Service, Inc.	Mason Evans, Inc. *dba* Diamond Investigations and Security	McRoberts Protective Agency, Inc.	PM Security Service, Inc.	Professional Protection & Investigations Agency, Inc.	Professional Security Concepts, Inc.	Security Alliance fo Florida, LLC
Proposer's relevant experience, qualifications, and past performance in providing the type of services requested in this Solicitation	25	22	16	23	18	24	22	24
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15	14	12	14	12	14	14	13
Proposer's approach to providing the services requested in this Solicitation	20	15	10	17	10	15	16	18
Recruitment Policy and Plan, and Personnel Development	20	14	10	16	10	17	15	17
Financial Capability	10	7	5	8	6	6	7	7
Total Technical Points *(Total of technical rows above)*	90	72	53	78	56	76	74	79
Selection Factor (*10% of the Total Technical Points on the Technical Portion*)	10%	0	0	0	0	7.6	0	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0	0	0	0	0	0	0
Total Price Points	10	9		3		7		8
TOTAL POINTS (Technical + Price)	100	81		81		90.6		87

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RFP NO. 717

SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS (LEVEL 2 GUARDS)

EVALUATION OF PROPOSALS - (Sheet 4 of 4)

ERIC J. MUNTAN (MDT)

SELECTION CRITERIA / PROPOSERS	Maximum Points	U.S. Security Associates, Inc.	US Alliance Management Corporation	G4S Secure Solutions (USA) Inc.
Proposer's relevant experience, qualifications, and past performance in providing the type of services requested in this Solicitation	25	20	10	25
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15	14	9	14
Proposer's approach to providing the services requested in this Solicitation	20	11	10	19
Recruitment Policy and Plan, and Personnel Development	20	14	10	20
Financial Capability	10	9	5	10
Total Technical Points *(Total of technical rows above)*	90	68	44	88
Selection Factor *(10% of the Total Technical Points on the Technical Portion)*	10%	0	0	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0	0	0
Total Price Points	10	7		8
TOTAL POINTS (Technical + Price)	100	75		96

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RFP NO. 717

SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS (LEVEL 2 GUARDS)

EVALUATION OF PROPOSALS - (Sheet 4 of 4)

ALFREDO MANCINA (AOC)

SELECTION CRITERIA / PROPOSERS	Maximum Points	U.S. Security Associates, Inc.	US Alliance Management Corporation	G4S Secure Solutions (USA) Inc.
Proposer's relevant experience, qualifications, and past performance in providing the type of services requested in this Solicitation	25	19	18	19
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15	12	10	13
Proposer's approach to providing the services requested in this Solicitation	20	16	12	15
Recruitment Policy and Plan, and Personnel Development	20	15	11	14
Financial Capability	10	10	8	10
Total Technical Points *(Total of technical rows above)*	90	72	59	71
Selection Factor *(10% of the Total Technical Points on the Technical Portion)*	10%	0	0	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0	0	0
Total Price Points	10	7		7
TOTAL POINTS (Technical + Price)	100	79		78

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RFP NO. 717

SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS (LEVEL 2 GUARDS)

EVALUATION OF PROPOSALS - (Sheet 3 of 4)

ALFREDO MANCINA (AOC)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Kent Security Service, Inc.	Mason Evans, Inc. *dba* Diamond Investigations and Security	McRoberts Protective Agency, Inc.	PM Security Service, Inc.	Professional Protection & Investigations Agency, Inc.	Professional Security Concepts, Inc.	Security Alliance of Florida, LLC
Proposer's relevant experience, qualifications, and past performance in providing the type of services requested in this Solicitation	25	19	9	21	10	15	12	21
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15	13	5	13	6	10	7	13
Proposer's approach to providing the services requested in this Solicitation	20	15	8	17	7	11	8	17
Recruitment Policy and Plan, and Personnel Development	20	16	7	16	7	11	7	16
Financial Capability	10	10	5	10	6	5	7	10
Total Technical Points *(Total of technical rows above)*	90	73	34	77	36	52	41	77
Selection Factor *(10% of the Total Technical Points on the Technical Portion)*	10%	0	0	0	0	5.2	0	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0	0	0	0	0	0	0
Total Price Points	10	7	X	9	X	6	X	7
TOTAL POINTS (Technical + Price)	100	80	X	86	X	63.2	X	84

RFP NO. 717

SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS (LEVEL 2 GUARDS)

EVALUATION OF PROPOSALS - (Sheet 2 of 4)

ALFREDO MANCINA (AOC)

SELECTION CRITERIA / PROPOSERS	Maximum Points	Delad Security, Inc.	Diamond Detective Agency, Inc. *dba* Diamond Security	Execupro, Inc., d/b/a Execupro Protective Services	Feick Security Corporation	First American Security Services, Inc.	Florida Patrol Investigators, Inc. *dba* FPI Security Services	High-Class Security, Inc.
Proposer's relevant experience, qualifications, and past performance in providing the type of services requested in this Solicitation	25	15	19	8	19	8	18	10
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15	10	12	4	12	4	12	6
Proposer's approach to providing the services requested in this Solicitation	20	14	14	6	16	6	15	7
Recruitment Policy and Plan, and Personnel Development	20	12	14	5	15	5	14	7
Financial Capability	10	8	8	4	10	4	9	6
Total Technical Points *(Total of technical rows above)*	90	59	67	27	72	27	68	36
Selection Factor *(10% of the Total Technical Points on the Technical Portion)*	10%	5.9	0	0	0	0	0	3.6
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0	0	0	0	0	0	0
Total Price Points	10				8		6	
TOTAL POINTS (Technical + Price)	100				80		74	

RFP NO. 717

SECURITY GUARD SERVICES FOR SPECIAL TAXING DISTRICTS (LEVEL 2 GUARDS)

EVALUATION OF PROPOSALS - (Sheet 1 of 4)

ALFREDO MANCINA (AOC)

SELECTION CRITERIA / PROPOSERS	Maximum Points	50 State Security Service, Inc.	ABM Security Services, Inc.	AlliedBarton Security Services LLC	American Guard Services, Inc.	Andy Frain Services	AWA Security, Inc.	CHI-ADA Corporation
Proposer's relevant experience, qualifications, and past performance in providing the type of services requested in this Solicitation	25	21	10	19	15	20	12	15
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	15	13	5	13	9	13	7	9
Proposer's approach to providing the services requested in this Solicitation	20	17	6	15	14	16	8	10
Recruitment Policy and Plan, and Personnel Development	20	16	5	15	11	16	8	11
Financial Capability	10	10	5	10	8	10	8	9
Total Technical Points *(Total of technical rows above)*	90	77	31	72	57	75	43	54
Selection Factor *(10% of the Total Technical Points on the Technical Portion)*	10%	0	0	0	0	0	4.3	0
Veteran's Preference (5% of the Total Technical Points on the Technical Portion)	5%	0	0	0	0	0	0	0
Total Price Points	10	9		8				
TOTAL POINTS (Technical + Price)	100	86		80				

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Memorandum

MIAMI-DADE COUNTY

Date: June 29, 2010

To: Those Listed Below

From: George M. Burgess
County Manager

Subject: Request for Evaluation/Selection Committee for the Public Works Department Request for Proposals for Security Guard Services for Special Taxing District (Level 2 Guards) – RFP No. 717

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the Seaport Department Request for Proposals for Public Works Department Request for Proposals for Security Guard Services for Special Taxing District (Level 2 Guards) – RFP No. 717:

Selection Committee
Lydia Osborne, DPM, Non-Voting Chairperson
Tania Lapica, PWD
Donald Thompson, PWD
Eric J. Muntan, MDT
Jerry Hall, GSA
Ariel Rodriguez, MDAD
John Perez, Seaport (1st Alternate)
Alfredo Mancina, AOC (2nd Alternate)

Technical Advisor (Non-Voting)
Don Tock, PWD

The Selection Committee will meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria, to make oral presentations at a properly noticed public hearing to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's detailed plans to meet the objectives of each task, activity, etc., pursuant to any schedule, proposer's previous County experience, history and experience of the firm or individual(s), understanding of the project and the County's objectives, responsiveness to the established requirements, and Cost/Revenue (normally separate and sealed). When the document requires the proposer to provide cost/revenue in a separate sealed envelope, cost/revenue will be considered separately and after the other criteria have been evaluated.

If you are unable to participate in the Selection process, contact this office through Small Business Development (SBD) by memorandum documenting the reason why you cannot participate. Only in cases of dire urgency may you be excused from participation.

The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Department of Procurement Management's (DPM) RFP Unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which MUST include the following information:

Name of firm(s)
Quality Rating Score
Price
Adjusted Score (if applicable)
Committee's Overall Ranking

This report should be submitted to me through SBD for review and consideration for further recommendation to the Board of County Commissioners.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

c: Miriam Singer, Director, DPM
Esther Calas, Director, PWD
Harpal Kapoor, Director, MDT
Wendi Norris, Director, GSA
Jose Abreu, Director, MDAD
Bill Johnson, Director, Seaport
Sandy M. Lonergan, Director, AOC
Penelope Townsley, Director, SBD

Selection Committee
Lydia Osborne, DPM, Non-Voting Chairperson
Tania Lapica, PWD
Donald Thompson, PWD
Eric J. Muntan, MDT
Jerry Hall, GSA
Ariel Rodriguez, MDAD
John Perez, Seaport (1st Alternate)
Alfredo Mancina, AOC (2nd Alternate)

Technical Advisor (Non-Voting)
Don Tock, PWD

CONTRACT NOS. RFP717A, RFP717B, RFP717C, RFP717D, AND RFP717E

Security Guard Services for Special Taxing Districts
(Level 2 Guards)

Belle Meade	**Highland Lakes**
Belle Meade Island	**Keystone Point**
Biscayne Beach	**Kings Bay**
Biscayne Point	**Miami Lakes Loch Lomond**
Coventry	**Miami Lakes Section One**
Enchanted Lake	**North Bay Island**
Entrada	**North Dade Country Club/Andover**
Gables by the Sea	**Oak Forest**
Highland Gardens	**Sabal Palm**

Contract No. RFP717A

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 Florida, having its principal office at 1125 NE 125th Street, Suite 300, North Miami, Florida 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 services, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 717 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 August 27, 2010, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such security guard services for multiple Special Taxing Districts, 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 "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), the Price Schedule (Appendix B), Supplemental General Condition – Living Wage (Appendix C), RFP No. 717 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

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

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

d) The word "Contractor" to mean 50 State Security Service, Inc. and its permitted successors and assigns.

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

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) 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.

h) The words "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.

i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.

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

l) 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.

m) 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.

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) the Price Schedule (Appendix B), and Supplemental General Condition – Living Wage (Appendix C), 3) the Miami-Dade County's RFP No. 717 and any associated addenda and attachments thereof, and 4) 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) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) 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.

c) 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.

d) 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.

e) 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 stated on the cover page of this Contract and shall end on the last day of the 24th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for three, two-year periods. 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.

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 Project Manager:

Miami-Dade County
Public Works Department
111 NW 1st Street, 16th Floor
Miami, Florida 33128
Attention: Department Director
Phone: 305-375-2960
Fax: 305-375-3338

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) 375-5502
Fax: (305) 375-2318

(2) To the Contractor

50 State Security Service, Inc.
1125 NE 125th Street, Suite 300,
North Miami, FL 33161
Attention: John M. Williams
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.

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 pursuant to Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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 Living Wage adjustments as provided below; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

The County may consider a request from the Contractor for a price adjustment at such time that there is an increase in the Living Wage. Such consideration may take into account the difference between the amount paid to the employee (minus the $.50 for security guard, and the $1.50 for security guard supervisor, per Appendix A, Scope of Services, Section 11), and the new Living Wage amount, as well as any associated mandatory costs imposed on Contractor for said increase, such as Federal, State, and Local taxes, etc. Any price adjustment to the hourly rates herein, cannot exceed the Living Wage increase percentage amount for that fiscal year.

Note: In the event that the contract effective date is after October 1, 2011, the Contractor has the right to request the price adjustment if there was an increase to the Living Wage for 2011-2012, as the Contractor must comply with the 2011-2012 fiscal year Living Wage 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 will bill the County at the end of each month, for the previous month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. The payment of all charges billed for services rendered will be subject to County review and imposition of applicable deductions, penalties and fines for nonperformance or other contract violations. 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, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. 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
Public Works Department
111 NW 1st Street, Suite 1510
Miami, FL 33128
Attention: Donald Tock, Chief, Special Taxing District
Telephone: (305) 375-2702

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 the Department of Procurement Management, 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 vendor as required by Florida Statute 440.

2. Public Liability Insurance on a comprehensive basis, including Personal Injury Liability, 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 Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, 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 ten (10) business days after notification of recommendation to award. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business 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 fifteen (15) business days, the Contractor shall

be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe 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. PERFORMANCE AND PAYMENT BOND

The Contractor shall execute and deliver to the County (prior to the issuance of a Notice-To-Proceed), Contractor's Performance and Payment Bond in the amount of 10% of the total annual contract amount, as estimated by the County (separate bond for each site awarded), prepared on the applicable County bond form(s). The Bond(s) may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as set forth below:

Surety Bond Qualifications: The following specifications shall apply to all types of bonds.

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's 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

On bond amount of 500,000 or less, the 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 invitation to bid 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 U.S.C. 9304-9308.

B. 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. The attorney-in-fact or other officer who signs the bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The bond must be countersigned by the surety's resident Florida Agent.

The Contractor may in lieu of a surety bond, submit a cash bond, conditioned upon the faithful performance of the work in strict accordance with this Contract and with the Scope of Services and the completion of the same free from all liens and within the time limit herein specified. The bond shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for whose benefit said bond shall be executed as disclosed by the text of said Bond and Contract to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to be obligee thereof.

Florida Statutes 255.05 provide for the following conditions to be made in all Performance and Payment Bonds relating to public projects.

"A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection."

"A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment."

"No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies."

ARTICLE 12. 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 13. 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 14. 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 15. 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 Contractor's 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 Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the 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 Project Manager. In the event that the Contractor and the 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 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 16. 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 17. 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 18. AUDITS

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, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. 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 19. 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 20. 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 21. 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 Contractor 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 22. 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 23. 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 24. TERMINATION 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.

d) In the event that the County exercises its right to terminate this Agreement, 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, 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 up to the Effective Termination Date; and

ii. noncancelable 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 but not incorporated in the Services.

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

ARTICLE 25. 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 timeframe 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 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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 27. 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 28. PERFORMANCE GUARANTEES

The Contractor shall pay penalties resulting from its failure to meet all contractual requirements or standards. The County will deduct the amount of the penalties from subsequent payments due for service rendered by the Contractor.

- The 1st violation may result in penalties of $100.00.
- The 2nd violation may result in penalties of $200.00.
- The 3rd violation may result in penalties of $300.00.
- The 4th and subsequent violation may result in penalties of $300.00 and a non-performance report being generated.

This graduation of penalties will occur with the involvement of the same location, same Contractor's personnel, or a pattern of the same incidents at the locations (e.g. no radios, lack of supervision, etc.). Any violations committed by Contractor's personnel may result in the suspension or removal from duty of said personnel at County site, at the discretion of the County Project Manager or designee.

A written notice of a violation and intent to impose penalties shall be provided to the Contractor in the form of an Infraction Report. Violations reports shall be issued to the Contractor promptly by the County Project Manager or designee, in order to afford the Contractor time to notify the County of extenuating circumstances.

ARTICLE 29. 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 30. 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 31. 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 acknowledges 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 Contractor 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 32. 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 33. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
   (Section 2-8.1 of the County Code)
2. ***Miami-Dade County Employment Disclosure Affidavit***
   (Section 2.8-1(d)(2) of the County Code)
3. ***Miami-Dade Employment Drug-free Workplace Certification***
   (Section 2-8.1.2(b) of the County Code)
4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
   (Section 2-8.1.5 of the County Code)
5. ***Miami-Dade County Debarment Disclosure Affidavit***
   (Section 10.38 of the County Code)
6. ***Miami-Dade County Vendor Obligation to County Affidavit***
   (Section 2-8.1 of the County Code)
7. ***Miami-Dade County Code of Business Ethics Affidavit***
   (Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. ***Miami-Dade County Family Leave Affidavit***
   (Article V of Chapter 11 of the County Code)
9. ***Miami-Dade County Living Wage Affidavit***
   (Section 2-8.9 of the County Code)
10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
    (Article 8, Section 11A-60 11A-67 of the County Code)
11. ***Subcontracting Practices***
    (Ordinance 97-35)
12. ***Subcontractor /Supplier Listing***
    (Section 2-8.8 of the County Code)
13. ***Environmentally Acceptable Packaging***
    (Resolution R-738-92)
14. ***W-9 and 8109 Forms***
    (as required by the Internal Revenue Service)
15. ***FEIN Number or Social Security Number***
    In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
    - Identification of individual account records
    - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
    - Tax reporting purposes
    - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. ***Office of the Inspector General***
    (Section 2-1076 of the County Code)
17. ***Small Business Enterprises***
    The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. ***Antitrust Laws***
    By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that 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, competing or applying for a contract, 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 34. 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, 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 35. 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 Small 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.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

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 36. 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, 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 37. 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 Project Manager in regard to remedying the situation.

ARTICLE 38. 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 39. 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 40. 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. Venue shall be Miami-Dade County.

ARTICLE 41. 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 the solicitation referenced on the first page of this Contract, 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. Contractor 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 42. 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.

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: John M. Williams	Name: _____
Title: President	Title: _____
Date: June 17, 2011	Date: _____
Attest: Victoria Tipacti-Sachs Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal Victoria Tipacti 6-17-11	Approved as to form and legal sufficiency _____ Assistant County Attorney

Notary Public State of Florida
Victoria Tipacti-Sachs
My Commission EE060592
Expires 04/15/2015

SCOPE OF SERVICES
APPENDIX A

1. Background

In Miami-Dade County (the County), a Special Taxing District (STD) is a mechanism used by communities, wherein property owners elect to pay special assessments levied on their properties in order to receive public services and/or improvements, which could not otherwise conveniently or equitably be provided. In the County, some of these services include security guard services.

The County, as represented by the Miami-Dade County Public Works Department, is contracting for professional Level 2, unarmed security guard services to provide a visible safety and passive security program at the following STDs:

1	Belle Meade	10	Highland Lakes
2	Belle Meade Island	11	Keystone Point
3	Biscayne Beach	12	Kings Bay
4	Biscayne Point	13	Miami Lakes Loch Lomond
5	Coventry	14	Miami Lakes Section One
6	Enchanted Lake	15	North Bay Island
7	Entrada	16	North Dade Country Club/Andover
8	Gables by the Sea	17	Oak Forest
9	Highland Gardens	18	Sabal Palm (Roving Patrol Only)

The Contractor shall maintain a Class "B", Security Agency, or Class "BB" License, Security Agency Branch Office License, issued by the State of Florida, Division of Licensing, during the term of the contract, including extensions and renewals thereof.

2. REQUIREMENTS AND SERVICES TO BE PROVIDED

A. General Requirements

The Contractor shall furnish management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at the STD location for this Contract. During the term of the Contract, other additional STD locations may be added at the discretion of the County (refer to Section 11).

The Contractor shall:

1. Provide continuous twenty-four hour a day, 365 days per year, unarmed security services for the purpose of providing a visible safety and passive security program at the STD locations awarded.

2. Provide security guard service at the STD location's guardhouse, as specified herein. The guardhouse shall be provided with a two-way radio (transmitter-receiver) furnished by the Contractor. The service will consist of at least one unarmed security guard operating at the guardhouse, located at the entrance to the community at the STD location.

3. Issue to each security guard assigned to this project, an approved identification badge. Said identification badge shall be worn while on duty at all times. The badge shall

include a laminated employee photograph, employee number, physical description, employee title, and company name.

4. Issue uniforms to each security guard, which are the same for each class of employees (security guard and security supervisors). The style and color must be distinguishable from the uniform of any police agency in the County.

5. Display the Post Orders, at each security guardhouse, as specified in Section 7(D).

6. Provide, to each employee performing security guard services, sufficient training in basic security guard duties, as specified in Section 2(D) below. This training shall take place prior to the security guard commencing the services required herein.

7. Provide a security guard, designated as a full-time Site Supervisor, for ***each*** guardhouse, who shall inspect the location at least once per shift, seven days per week. Documentation of a sufficient number of personnel scheduled, so as to fulfill this requirement, shall be required.

8. Provide the following documents, as specified in Section 2(C) below; for each security guard assigned to guard post, prior to the security guard start of work in the STD.
   i. Urinalysis reports (by outside agency within preceding 60 days)
   ii. Medical examination reports (dated within preceding 60 days)
   iii. Training certification
   iv. Proof of minimum education requirements
   v. Licenses
   vi. Results of background check to include Florida Dept. of Law Enforcement (FDLE) certification of no felony record (dated within the preceding 60 days)
   vii. Proof of citizenship or work permit or INS I-9 certification

B. <u>Requirements Prior to Notice-To-Proceed</u>

The County will issue a Notice-To-Proceed (NTP) after the Contractor has met the following requirements, but no later than 30 days after the execution of the Contract. The County reserves the right to terminate the contract if these requirements are not met within 30 days of contract execution. Contractor shall commence work upon issuance of the NTP by the County. The Contractor shall:

1. Immediately after the award of the contract and prior to the NTP, conduct an on-site and in-depth review of the total contract requirements covering the following:
   a) Policy and specific procedures for responding to an emergency;
   b) Proposed security personnel eligibility documentation;
   c) Proposed security personnel training procedures;
   d) Communication system;
   e) Inspection system and corrective action procedures; and
   f) Post Orders.

2. Provide a centralized dispatching service manned by experienced security personnel, through use of a stationary base office ("dispatch location"), located within Miami-Dade County, Broward County or Palm Beach County. A mobile transmitter/receiver, operated by field personnel, will not be considered sufficient to adequately provide such service. The dispatch location shall be owned and operated by the Contractor. The County reserves the right to inspect the dispatch location at

any time. Contractor's key personnel, who have the authority to take immediate action on behalf of the Contractor, shall be available for contact by "local" telephone call and 2-way radio at the dispatch location on a 24-hour per day basis.

3. Meet the Performance and Payment Bond requirements as specified in Article 11 of the Contract.

4. Meet the Insurance requirements as specified in Article 10 of the Contract.

5. Provide all necessary permits, licenses and certificates for Contractor, Contractor's Security Project Manager, and Security personnel that will be assigned to the Contract, verifying compliance with all applicable federal, state and municipal laws. The security guard personnel requirements are specified in Section 3 below. The County reserves the right to interview and approve security personnel.

6. Ensure that all security guards assigned by the Contractor to perform security guard services shall be fully trained in the requirements of the service, shall meet all contract requirements, and shall be approved for duty by the County prior to reporting for duty on original assignment. Previously approved and trained emergency relief guards for absent regular security guard personnel, is required.

7. Have communication equipment that meets the requirements as specified in Section 6(B).

C. Security Guard Personnel Requirements

Level 2 security guards shall meet the following minimum requirements or standards regarding background, education, experience, health, citizenship and security requirements, to be eligible to perform security guard services requested herein, unless specifically and individually waived by the County Project Manager or designee.

1. Minimum Age: Security guard shall be a minimum of 21 years of age.

2. Driver's License: A valid State of Florida driver's license (required if assigned to roving patrol).

3. Licensing/Certification Requirements: Security guard shall be licensed by the state of Florida with a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All security guards shall maintain licensing requirements at all times while providing service to the County. Any person directing the activities of the security guards shall also meet the licensing requirements, per Florida Statute 493.6303, and possess a Class "MB" license and a Class "M" license, if applicable. Contractor's personnel shall maintain their qualifications at a standard consistent and equivalent to the qualification listed in this Agreement.

4. Background Check: All levels of security guards shall have a state and national criminal history background check, completed prior to providing service to the County, and shall be certified by the FDLE as having no felony conviction record. Misdemeanor convictions will be evaluated on a case-by-case basis, and may be grounds for disqualification, at the discretion of the County. A security guard may not provide services to the County, if security guard has:
   a) Any felony, sexual or domestic violence conviction;

b) Been discharged from the military under any conditions other than honorable; and/or
c) Any history of irresponsible behavior, including, but not limited to, a problem employment record, as determined by the County Project Manager or designee.

Note: The Contractor may obtain these background checks from a private source, or may utilize the services of Miami-Dade County Employment Recruitment Department, at the established cost of the requested service.

5. Citizenship Status: Security guard shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card, Form 1-151, 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, or a completed I-9 Form.

6. English Language Literacy Requirements: Security guard shall be fully literate (i.e., read and write) in the English language and be able to clearly speak English.

7. Medical Test and Health Requirements: Security guard 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 guard's ability to perform the services herein.

   The security guard shall:
   a) Be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;
   b) Be free from any communicable disease;
   c) Be alcohol and drug free;
   d) Possess binocular vision, correctable to 20/20 (Snellen);
   e) Not be colorblind; and
   f) Be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without benefit of artificial hearing devices.

8. Educational Background and Experience: Level 2 security guards shall possess, at a minimum, a high school diploma or certified equivalency diploma, and be able to document a work history or educational background which includes at least **one** of the following qualifications:

   Level-2 Security Guard/Site Supervisor
   - Minimum of five years experience as a licensed security guard;
   - Minimum of two years military experience;
   - Civilian or Military law enforcement or Corrections accreditation;
   - Four-year (bachelor's) degree from an accredited college or university;
   - Two-year (associate) degree from an accredited college and one year experience as a licensed security guard.

The County may consider alternate qualifications.
Notes: a) All required experience shall be from within the US or its territories; b) all experience shall be fully and readily verifiable; and c) applicants with military service shall

provide a copy of the DD-214L form and have received a honorable discharge from duty in order to be accepted. The County Project Manager or designee may consider and approve alternate forms of proof.

D. Training Requirements

The Contractor shall provide mandatory, on-site orientation training to all security guards as specified in the Post Orders, prior to duty assignment. The training shall consist of, but not be limited to, a) general and specific orders of the STD location, b) policy and specific procedures for responding to emergencies at the STD location, c) procedures for access control and operation of the security system, d) report writing, e) safety and fire prevention, f) police authority and jurisdiction, g) identification, and h) other security matters.

Training shall be conducted by the Contractor's Site Supervisor, and shall take place prior to commencing the services required herein. Prior to completion of training, security guards shall not be in an active duty status and may not be placed on duty at any STD location to which the security guard is being assigned. The measure of success for the training will be the effectiveness with which the security guard is able to perform post duties. The County shall be the sole assessor of the effectiveness of the training.

The County will reimburse Contractor for the training of security guards assigned to the STDs, at the contracted hourly rate (see Section 2.D), for up to four hours of work for each guard who is approved, and after the guard has completed 160 hours (one month) of work after said training.

3. Security Guards Specific Tasks and Responsibilities

Depending on the needs of each STD location, the County may require slight variations, as issued in the NTP, on the tasks and responsibilities outlined below. The following tasks and responsibilities shall be performed by security personnel employed by the Contractor to provide security guard services to the STDs.

A. Site Supervisor

The Site Supervisor shall a) be assigned as a security guard at the STD location, with additional responsibilities at the site to include but not be limited to, a) supervising security guards, on-site training and work direction to guards, b) remaining in instant communication with the Contractor's central dispatch location, c) observing the condition and performance of the other guards, the condition of the guard house, the guard house environment and level of activity. Duties may also include the tasks and responsibilities listed below for Security Guard.

B. Security Guard

The Security Guard shall:

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

b) Maintain good personal and uniform appearance and be courteous to the public at all times. Uniforms shall be clean and pressed and include name tags as specified in Section 6(B).

c) Maintain order and use good judgment and discretion in handling unruly or trespassing public.

d) Maintain daily logs and write daily reports, and incident reports. Incident reports shall be on a pre-approved County form.

e) Operate a marked motor vehicle where required (if assigned to roving patrol).

f) Maintain a professional atmosphere within areas of assignment.

g) 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 security guard to ensure at the start of each shift that this policy is followed, (e.g., security guards need to be sure that there are no newspapers, unauthorized reading materials, televisions, cell phones, or any other unauthorized items in the area of the post) because security guards will be held responsible and liquidated damages will be assessed.

Note: The security guard personnel are not empowered to question, refuse entrance to the STD, or unnecessarily detain anyone who wishes to enter the STD.

4. Reporting Requirements

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 Project Manager or designee can conduct further investigation, if needed. All bound logbooks become the property of the County upon its replacement. 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. Upon expiration of the contract or earlier as required by County Project Manager or designee, the Contractor shall deliver all such logbooks to the County, at a place to be determined by the County Project Manager.

B. A copy of all reports and all major incidents shall be furnished to the County Project Manager or designee.

C. An incident report shall be completed whenever any unusual events and/or criminal event occur. Such events include, but are not limited to, discharge of firearms, major criminal act or any safety hazards. Security guards shall consult the Contractor's Site Supervisor when in doubt about any reports. If there are any injuries, 911 should be called immediately. The central dispatch location shall be notified immediately after calling 911.

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 central dispatch location immediately after the incident occurs.

5. Equipment, Materials and Supplies

A County Supplied Items

The County will furnish, at no cost to the Contractor, the following materials and equipment, to be used only in connection with the services being provided to the County:

a) Guardhouse with a light, and related keys, including written operation procedures and instructions. Restroom and drinking water facilities are located at the guardhouse site.

b) Telephone to be used for official business only. Personal use of the telephone by security guards is strictly forbidden, except in case of emergency. Unauthorized use will be subject to imposition of applicable penalties or fines by the County.

c) Forms: A sample of required forms and other documentation used in reporting procedures at specific locations will be provided or approved by the County , if site specific.

d) Desk Books which will contain complete duty instructions for manning the post (District Post Orders), plus any special emergency procedure instructions.

Note: County issued property shall be used only for official business in the performance of the services requested herein. All property furnished by the County shall remain the property of the County. Upon termination of the contract, or at the request of the County at any time, the Contractor shall render an accounting of all such property. All equipment issued by the County to the Contractor will be issued on Receipt of Property or other similar issue documents. Any property furnished by the County to fulfill contract requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be subject to invoice deduction adjustments.

B. Contractor Supplied Items

The Contractor shall furnish, install, operate, and maintain in acceptable condition the following:

a) Communication Equipment: A two-way radio (transmitter-receiver), licensed for use by the FCC, is required for each guardhouse. This 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 Project Manager or designee prior to the issuance of NTP. 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 NTP will not be issued.

b) Special Equipment: One working flashlight (two "D" cell size or larger) shall be available at the guardhouse. Contractor shall be responsible for maintain a supply of replacement batteries.

c) Uniforms: Each security guard shall wear a complete, clean, well-fitting uniform as is initially approved by the County. Uniform shall include a shirt and cap. Uniforms, and the wearing of them, shall in general conform to standards and usage prescribed and in effect for security guards. All security guard personnel performing the services requested herein shall wear the same color and style of uniform. The Contractor shall supply a cold-weather jacket for each security guard required to perform duties while exposed to cold or wet weather conditions. All cold or wet weather clothing shall be identical in style and color for each guard.

An appropriately lettered breast badge and cap ornament indicating the Contractor's name shall be worn and prominently displayed as part of the uniform. Shoulder patches lettered to indicate the identity of the Contractor shall be worn on the left shoulder of the uniform. Items shall not be removed or substituted without permission of the County, nor shall any non-regulation items such as sweaters, scarves, etc., be added.

During warm weather months, the County may, at its discretion, permit work without a cap. Failure to obey uniform regulations will result in penalty deductions to the

Contractor by the County, and possible removal of the employee from duty at STD locations.

d) Security Guards, if assigned to roving patrol, shall be required to operate licensed and insured marked motor vehicles in order to conduct vehicular patrols of an area. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor. Any security guard assigned to a post where he/she will be operating a motorized vehicle, shall have a valid driver's license. The Contractor shall comply with insurance requirements as specified in Article 10 of the Contract, and the insurance shall be sufficient to cover the use of vehicle.

6. Work Practices, Standards and Duties

The Contractor shall furnish at all times trained security guards to perform the services described herein. Each security guard shall adhere to standards of behavior that promote a favorable image.

A. Standards of Conduct

The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance and integrity, and shall take such disciplinary action with respect to its employees as may be necessary.

B. Work Schedules

The criteria for establishing work schedules and the requirements for relief periods and for starting and stopping work are contained herein.

a) Posting Work Schedules

The working schedules for supervisors and guards shall be prepared and posted in the work area for continuous five-week periods. Changes to schedules shall be posted in the work area with sufficient time to insure that employees affected by a change in duty hours are properly notified. Security guards are authorized to deviate from prescribed schedules only when unusual or emergency conditions exist. Such deviations and the reasons shall be recorded in the daily log.

b) Relief

The security guard shall not leave the post until properly relieved by duty personnel assigned to the following shift, if such shift is scheduled, or unless specifically authorized by the County. The Contractor shall provide breaks as required by Federal and Florida State law. Security guards, who are on a break, shall remain at their assigned post unless relieved by a properly trained relief. Any violations may result in removal of the security guard, and/or may result in penalties.

c) Starting and Stopping Work

All security guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job, and in full uniform, until the end of their full shift or until relieved.

d) Limitations on Hours and Assignments

No security guard shall provide more than twelve hours of service, including all break periods, within a twenty-four hour period, unless the work periods are separated by an eight hour non-duty period. This limitation may be waived by the County 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 Project Manager or designee.

C. Recording Presence

Security guards shall sign in and sign out when reporting for duty and when leaving at the end of the work shifts. A "Record of Time of Arrival and Departure" form or similar form, provided by the Contractor, shall be used for this purpose. The Contractor's Site Supervisor shall sign and note time of arrival and departure in a contrasting color. All document time entries shall consist of the actual event time, not a scheduled time. Security guards shall notify dispatcher when using restroom facilities.

D. STD Post Orders

The Post Orders define the basic work to be performed by security officers at the STD locations. STD Post Orders shall be prepared and published by the County and posted at each security guard location by the Contractor. Security guards shall receive and must pass post order testing conducted by the County prior to duty assignment. Security guards shall have access to the site Post Orders at all times while on duty. No deviations from the Post Orders shall be made, except for emergencies. All Post Orders (initial or revised) must be approved by the County. Changes to the Post Orders approved by the County shall not require modification to the contract. Post Orders may include, but are not limited to, the following:

a. STD location information (e.g., operating hours, chain of command);
b. STD location 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. Safeguarding persons and property; and
l. Minimum number of hours for site orientation training.

E. Reports, Records and Desk Book

An "Officer's Desk Book" shall be maintained at the guardhouse and shall contain complete duty instructions for manning the post plus emergency procedure instructions. The Contractor's employees shall prepare required orders, instructions and reports, including reports of accidents, fires, unusual incidents and unlawful acts, and provide these reports to the County.

F. Emergency Assistance

In the event of an emergency or unusual occurrence, the security guard shall summon appropriate assistance, as may be required, such as the local fire and/or police departments, and immediately notify dispatcher.

G. Lost and Found

The security guard personnel shall receive and safely store lost and found articles pending return to owner or for other appropriate disposal, as determined by the County. Contractor shall notify the County at the County's next inspection visit of the status of any lost or found articles.

H. Hazardous Conditions

The security guard personnel shall report daily, in accordance with procedures in the Officer's Desk Book, potentially hazardous conditions and items in need of repair.

I. Removal from Duty

If the County Project Manager determines a Contractor is disqualified or unfit for duty, the County Project Manager will request that the Contractor immediately remove said security guard from duty. The Contractor must comply with all such requests.

a) Disqualification

A security guard may be disqualified for duty if any of the following are developed as facts pursuant to a suitability check: a) conviction of a felony, a violent crime or a serious misdemeanor, b) record of arrest for continuing offenses, or c) falsification of information submitted for suitability check.

b) Unfit for Duty

For clarification, a determination of unfitness may be made from, but not limited to, incidents involving the most immediate identifiable types of misconduct or delinquency as set forth below:

- Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, or refusing to render assistance or cooperate in upholding the integrity of the security program at the STD.
- Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- Disorderly conduct, use of abusive or offensive language intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient guardhouse operation.
- Theft, vandalism, or any other criminal actions.
- Selling, consuming or being under the influence of intoxicants, drugs or substances which produce similar effects.
- Unethical or improper use of official authority or credentials.
- Unauthorized use of communications equipment or County property.
- Violation of security procedures or regulations.
- Recurring tardiness.
- Failure to have display proper identification or produce applicable registration.
- Use of County telephones for purposes other than to report to supervisors or to report emergencies.

J. Replacement Employees

The Contractor shall provide the training outlined in Section 2(D), to each replacement security guard prior to the security guard start of work at any STD location. All security guards shall be approved by the County Project Manager or designee prior to assignment to STD.

K. Waivers

When an unusual, short-term unavailability of regularly assigned security guards exists, the County, in writing, and prior to the security guard's commencement of duty, may waive

training requirements. The Contractor shall limit the use of any untrained or unqualified guards to a period not-to-exceed a cumulative total of 40 hours for that security guard.

L. Weapons

No guns, night sticks, stun guns, handcuffs or other weapons are permitted at the guard post.

7. Penalties and Deductions

The following penalties for nonperformance or unsatisfactory performance may be imposed by the County against the Contractor.

A. Major Incidents

Any major incidents, as determined by the County Project Manager or designee, may result in a fine of $100.00 per incident. Major incidents, may include but not limited to:

- Failure to provide security guard coverage.
- Security guard sleeping on duty.
- Security guard working under the influence of drugs or alcohol.
- Security guard participating in any collusion of criminal activity such as theft, vandalism, sale of drugs or alcohol.
- Falsifying logbook entries or status reports.
- Failure to provide a written report documenting an incident or accident.
- Failure to properly train any security guard employee.
- Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.
- A security guard working over 13 consecutive hours at guard post.

B. Minor Incidents

Any minor incident, as determined by the County Project Manager or designee, may result in a $50.00 fine per incident. Minor incidents may include but not limited to:

- Improper uniform or unsatisfactory appearance.
- Failure to make prescribed communication checks.
- Failure to provide specified inspections.
- Failure to post company-supplied nameplate.
- Failure to properly equip security officer.
- Security guard conducting personal affairs while on duty.

Note: The deduction schedule will be applied separately for each documented violation. All compliance deductions will be applied by the County against the Contractor's invoice.

C. Violations

The County Project Manager or designee may write violation reports. Any violations committed by the Contractor's personnel, will result in the suspension or removal from duty of said personnel at the discretion of the County Project Manager or designee. Violations may include, but are not limited to:

i. **Personnel Violations:** These violations may include, but not limited to: tardiness, sleeping on duty, failure to follow post orders, abandoning post, failed to report for duty, inappropriate behavior, improper or badly soiled uniform, failure to make report, improper State licensure (e.g., not on person, expired), improper records, reports or logbook, vehicle irregularities, unauthorized visitors on post, not signing in or out in logbook, personal phone use, or health deficiencies

ii. **Administrative Violations**: These violations may include, but not limited to: Improperly or insufficiently equipped, no radio or inoperative radio, no vehicle or inoperative vehicle, inadequate writing skills, inadequate training, lack of contract supervision, excessive hours on duty (not approved in advance by County), violations of local, State, or Federal laws, Regulations, or Ordinances, criminal records check not complete or hired security guards with criminal records, difficulty in speaking or understanding English, and/or being understood by others, failure to have current post orders on site, or invoicing discrepancies/inaccuracies.

iii. **Special Violations:** These violations may include, but not limited to: reassignment of any personnel previously suspended or removed from duty by the County; failure to notify the County of an arrest of personnel; improper internal employee fines or wage practices; false statements or falsification of any documents required by the County.

iv. **Repeated Violations**: Repeated violations of any type or a particularly serious violation at the same STD location may result in the removal of the Contractor from the STD by the County. The STD may be assigned to another Contractor. Similarly, new or existing STDs may be assigned to a different Contractor, in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing Contractor. See Section 11, Assignment and Movement of STD locations.

8. Documentation

All records pertinent to administration and management of the Services shall be maintained at a local office and are subject to inspection by the County at any time.

A. Contractor shall maintain, at a minimum, the following documents at the central dispatch station:
   - Financial records: invoices, employee payroll and other associated backup documentation;
   - FCC License;
   - Log Books;
   - Incident Reports; and
   - Employee Personnel File.

B. 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 hereunder. A copy of said violations shall be placed in the employees personnel file. The personnel files shall contain copies of, but not limited to, the following documents:

   - FDLE and national criminal background check which shall be updated on a yearly basis;
   - Medical examination, including drug test results, which shall be updated, on a yearly basis;
   - Training test results along with a copy of the test;
   - Proof of education and experience;
   - State Security Officer licenses "D", "G" and "DI" as applicable;
   - Employment application and verifications of prior employment;
   - Proof of certification for Law Enforcement experience;

- A copy of DD-214 Long form for Military and Coast Guard experience;
- A copy of a valid State of Florida Drivers license, with documentation of five year driver's history; and
- Proof of Citizenship, Resident Alien card or Work Permit.

Note: Failure to comply with any of these requirements constitutes a material breach of the contract, and may result in non-performance penalties.

9. Progress Meetings

The County may hold mandatory meetings, at the discretion of the County Project Manager or designee, for the purpose of discussing issues relevant to the performance and/or administration of the security guard services provided by the Contractor. The County Project Manager or designee, reserves the right to schedule meetings at any time during the contractual period by notifying Contractor, by phone or in writing. The Contractor's Account Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Project Manager or designee unless specifically waived by the County Project Manager or designee. In emergency cases, advanced notice is not required.

10. Assignment and Movement of STD Locations

The County reserves the right to assign additional STDs to a Contractor after award. Any assignment of additional STDs, after initial award, will be subject to negotiations. This Contract will be supplemented by a Notice-To-Proceed, identifying the additional STD(s) and pricing information for providing the security guard services. Future STDs requesting the security guard services will be assigned a Contractor using the above method of assignment, except for cause as approved by the County.

Additionally, movement of Contractors between STDs, by the County, may also occur after contract award, to meet the County's needs. The County may delete a STD from a contract, when in the sole determination of the County; it is in the County's best interests.

11. Hourly Wages/Benefits

A. Living Wage
The Contractor shall comply with the provisions of Section 2-8.9 of the Code of Miami-Dade County, also known as the Living Wage Ordinance (Appendix C, Supplemental General Condition – Living Wage), and hereby acknowledges awareness of the penalties for non-compliance.

B. Additional Hourly Compensation
In addition to the applicable Living Wage rates, Contractor shall provide compensation of an additional $.50 per hour for security guards and $1.50 per hour for security guard supervisors. Such compensation shall be monetary, and not in the form of a fringe benefit.

C. Fringe Benefits
Security guards shall be considered full-time employees entitled to all fringe benefits normally received in established security service companies.

D. Overtime
Overtime payment will be at a maximum rate of one and a half times the regular hourly wages. Overtime hours shall be paid to the employee, by the Contractor, for all hours in excess of 40 hours per week. As a matter of confirmation, overtime work only occurs

after 40 hours of work, in a given week, by a given individual. Further, overtime work shall not be allowed during the normal eight-hour work day.

The County will compensate the Contractor for overtime pay only when caused by special request of the County or by Force Majeure, as determined by the County. Each occurrence will require an individual waiver provided by the County Project Manager or designee, prior to the commencement of the overtime work. Additionally, there are eight holidays, on which, if service is provided, the overtime rate applies. The eight holidays are New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

Appendix B

Price Schedule

Price shown below are the hourly rates for providing the services as stated in Scope of Services (Appendix A), for the term of the contract, including any option or extension period.

Special Taxing Districts

Belle Meade	**Highland Lakes**
Belle Meade Island	**Keystone Point**
Biscayne Beach	**Kings Bay**
Biscayne Point	**Miami Lakes Loch Lomond**
Coventry	**Miami Lakes Section One**
Enchanted Lake	**North Bay Island**
Entrada	**North Dade Country Club/Andover**
Gables by the Sea	**Oak Forest**
Highland Gardens	**Sabal Palm (Roving Patrol Only)**

Hourly Billing Rates

Hourly Billing Rate per Security Guard (stationary service)	$19.38
Hourly Billing Rate per Security Guard Supervisor (stationary service)	$20.88
Hourly Billing Rate for Use of Licensed Motor Vehicle (if applicable)	$ 2.70

Notes:

a) The above total fixed hourly rates are guaranteed, pursuant to Article 8, and include all costs necessary to provide security services, such as, wages and benefits paid to guards, cost of equipment, cost for supervision, overhead, all out-of-pocket expenses, such as travel, per diem, and miscellaneous costs and fees, as they will not be reimbursed separately by the County.

b) The County may consider an adjustment to the price based upon an increase to the Living Wage amount (refer to Article 8 of the Contract).

c) The above rates take into account the Living Wage increase for 2010-2011. Refer to Article 8 of the contract for information on Living Wage adjustments.

d) No overtime or holiday rate shall be payable by the County. If due to an emergency or Contractor scheduling, a guard must be paid overtime, this will be the responsibility of the Contractor.

e) The County will compensate for overtime pay only when caused by special request of the County or by Force Majeure.

f) Notwithstanding the hourly rates above, compensation shall be based upon the actual number of service hours performed, less any deductions/fines imposed for non-performance or other contract violations.

G. "County" means the government of Miami-Dade County or the Public Health Trust.

H. "Covered employee" means anyone employed by Contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the Contractor's contract with the County.

I. Covered employer means any and all contractors and subcontractors of Contractor providing covered services. Contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:

(1) the Contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and

(2) the Contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or

(3) the Contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the Covered Services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.

J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:

(1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over $100,000 per year for the following services:

(i) food preparation and/or distribution;
(ii) security services;
(iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
(iv) clerical or other non-supervisory office work, whether temporary or permanent;

SUPPLEMENTAL GENERAL CONDITION
LIVING WAGE

The provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) apply to this Contract. The Contractor agrees to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained from the department issuing the specifications for the Contract.

This Supplemental General Condition is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information
3. Liability for Unpaid Wages; Liquidated Damages; Withholding
4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

1. DEFINITIONS

A. "Administrative hearing officer" means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of the Living Wage Ordinance.

B. "Applicable department" means the County department(s) using the service contract.

C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.

D. "Compliance officer" means the County Manager or his/her designee to review compliance with the Living Wage Ordinance and this Administrative Order.

E. "Contract" means an agreement for services covered by the Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust.

F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.

(v) transportation and parking services including airport and seaport services;
(vi) printing and reproduction services; and,
(vii) landscaping, lawn and/or agricultural services.

(2) Services Provided To Miami-Dade County Aviation Facilities: Any service that is provided by a GASP Permittee to a Miami-Dade County Aviation Department Facility or any other service Contractor that provides any of the following services to a Miami-Dade County Aviation Department facility is a covered service without reference to any contract value.

(i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;

(ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;

(iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;

(iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate

distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;

(v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;

(vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Contractor has contracted to supply such services;

(vii) Janitorial Services;

(viii) Delayed Baggage Services;

(ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,

(x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.

K. "Debar" means to exclude a Contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.

L. "Living wage" means the minimum hourly pay rate with or without health benefits as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.

M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on

complaints filed by employees and making recommendations to the County Mayor and Commission.

N. "Project manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

2. MINIMUM WAGES AND POSTING OF INFORMATION

A. All covered employees providing covered services shall be paid a living wage of no less than $13.29 per hour or $11.60 per hour with qualifying health benefits, as described in this section and in the Living Wage Ordinance. When the covered employer seeks to comply with the Living Wage Ordinance by choosing to pay the wage rate applicable, when also paying qualifying health benefits, such health benefits shall consist of at least $1.69 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the applicable department to qualify for the wage rate for employees with health benefits.

B. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.

C. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

D. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of Small Business Development, 111 NW 1st Street, Suite 1080, Miami, FL 33128, (305) 375-3111.

E. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such Contractor.

3. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. In the event of any underpayment of required wage rates, the Contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to $500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.

B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Small Business Development (SBD) for depository into the SBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.

C. The County may withhold from Contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the Contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

4. PAYROLL; RECORDS; REPORTING

A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.

B. The Contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.

C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.

D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees fired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.

E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The Contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. SUBCONTRACTS

The Contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The Contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT

A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.

B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:

(1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;

(2) The penalties assessed;

(3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,

(4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.

C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.

D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.

E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a Contractor that has been found to violate Section 2-8.9.

F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed five (5) years, a Contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Manager determines a covered employer failed to comply with these provisions a third time, the non-complying covered employer's service contract with the County may be terminated.

G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment, and any other remedies available to the County.

Security Guard Services for Special Taxing Districts
(Level 2 Guards)

Lakes by the Bay South Commons
Sunrise Harbor

Contract No. RFP717B

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between G4S Secure Solutions (USA) Inc., a corporation organized and existing under the laws of the Florida, having its principal office at 1395 University Boulevard, Jupiter, Florida 33458 (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. 717 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 August 23, 2010, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such security guard services for Special Taxing Districts, 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 "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), the Price Schedule (Appendix B), Supplemental General Condition – Living Wage (Appendix C), RFP No. 717 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

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

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

d) The word "Contractor" to mean G4S Secure Solutions (USA) Inc. and its permitted successors and assigns.

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

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) 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.

h) The words "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.

i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.

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

l) 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.

m) 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.

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) the Price Schedule (Appendix B), and Supplemental General Condition – Living Wage (Appendix C), 3) the Miami-Dade County's RFP No. 717 and any associated addenda and attachments thereof, and 4) 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) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) 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.

c) 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.

d) 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.

e) 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 stated on the cover page of this Contract and shall end on the last day of the 24th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for three, two-year periods. 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.

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 Project Manager:

Miami-Dade County
Public Works Department
111 NW 1st Street, 16th Floor
Miami, Florida 33128
Attention: Department Director
Phone: 305-375-2960
Fax: 305-375-3338

and,

b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974

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Attention: Director
Phone: (305) 375-5502
Fax: (305) 375-2316

(2) To the Contractor

G4S Secure Solutions (USA) Inc.
5820 Blue Lagoon Drive, Suite 300
Miami, FL 33126-2016
Attention: Orlando I. Aguilera
Phone: (305) 266-2004
Fax: (305) 269-0639
E-mail: orlando.aguilera@usa.g4s.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 pursuant to Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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 Living Wage adjustments as provided below; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

The County may consider a request from the Contractor for a price adjustment at such time that there is an increase in the Living Wage. Such consideration may take into account the difference between the amount paid to the employee (minus the $.50 for security guard, and the $1.50 for security guard supervisor, per Appendix A, Scope of Services, Section 11), and the new Living Wage amount, as well as any associated mandatory costs imposed on Contractor for said increase, such as Federal, State, and Local taxes, etc. Any price adjustment cannot exceed the Living Wage increase percentage amount for that fiscal year.

Note: In the event that the contract effective date is after October 1, 2011, the Contractor has the right to request the price adjustment if there was an increase to the Living Wage for 2011-2012, as the Contractor must comply with the 2011-2012 fiscal year Living Wage 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 will bill the County at the end of each month, for the previous month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. The payment of all charges billed for services rendered will be subject to County review and imposition of applicable deductions, penalties and fines for nonperformance or other contract violations. 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, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. 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
Public Works Department
111 NW 1st Street, Suite 1510
Miami, FL 33128
Attention: Donald Tock, Chief, Special Taxing District
Telephone: (305) 375-2702

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 the Department of Procurement Management, 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 vendor as required by Florida Statute 440.

2. Public Liability Insurance on a comprehensive basis, including Personal Injury Liability, 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 Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, 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 ten (10) business days after notification of recommendation to award. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business 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 fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be

rescinded, unless such timeframe 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. PERFORMANCE AND PAYMENT BOND

The Contractor shall execute and deliver to the County (prior to the issuance of a Notice-To-Proceed), Contractor's Performance and Payment Bond in the amount of 10% of the total annual contract amount, as estimated by the County (separate bond for each site awarded), prepared on the applicable County bond form(s). The Bond(s) may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as set forth below:

Surety Bond Qualifications: The following specifications shall apply to all types of bonds.

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's 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

On bond amount of 500,000 or less, the 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 invitation to bid 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 U.S.C. 9304-9308.

B. 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. The attorney-in-fact or other officer who signs the bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The bond must be countersigned by the surety's resident Florida Agent.

The Contractor may in lieu of a surety bond, submit a cash bond, conditioned upon the faithful performance of the work in strict accordance with this Contract and with the Scope of Services and the completion of the same free from all liens and within the time limit herein specified. The bond shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for whose benefit said bond shall be executed as disclosed by the text of said Bond and Contract to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to be obligee thereof.

Florida Statutes 255.05 provide for the following conditions to be made in all Performance and Payment Bonds relating to public projects.

"A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection."

"A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment."

"No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies."

ARTICLE 12. 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 13. 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 14. 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 15. 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 Contractor's 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 Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the 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 Project Manager. In the event that the Contractor and the 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 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 16. 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 17. 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 18. AUDITS

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, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. 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 19. 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 20. 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 21. 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 Contractor 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 22. 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 23. 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 24. TERMINATION 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.

d) In the event that the County exercises its right to terminate this Agreement, 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, 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 up to the Effective Termination Date; and

ii. noncancelable 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 but not incorporated in the Services.

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

ARTICLE 25. 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 timeframe 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 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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 27. 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 28. PERFORMANCE GUARANTEES

The Contractor shall pay penalties resulting from its failure to meet all contractual requirements or standards. The County will deduct the amount of the penalties from subsequent payments due for service rendered by the Contractor.

- The 1st violation may result in penalties of $100.00.
- The 2nd violation may result in penalties of $200.00.
- The 3rd violation may result in penalties of $300.00.
- The 4th and subsequent violation may result in penalties of $300.00 and a non-performance report being generated.

This graduation of penalties will occur with the involvement of the same location, same Contractor's personnel, or a pattern of the same incidents at the locations (e.g. no radios, lack of supervision, etc.). Any violations committed by Contractor's personnel may result in the suspension or removal from duty of said personnel at County site, at the discretion of the County Project Manager or designee.

A written notice of a violation and intent to impose penalties shall be provided to the Contractor in the form of an Infraction Report. Violations reports shall be issued to the Contractor promptly by the County Project Manager or designee, in order to afford the Contractor time to notify the County of extenuating circumstances.

ARTICLE 29. 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 30. 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 31. 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 acknowledges 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 Contractor 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

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(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 32. 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 33. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
(Section 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
(Section 2.8-1(d)(2) of the County Code)

3. ***Miami-Dade Employment Drug-free Workplace Certification***
(Section 2-8.1.2(b) of the County Code)

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
(Section 2-8.1.5 of the County Code)

5. ***Miami-Dade County Debarment Disclosure Affidavit***
(Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
(Section 2-8.1 of the County Code)

7. ***Miami-Dade County Code of Business Ethics Affidavit***
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
(Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
(Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
(Ordinance 97-35)

12. ***Subcontractor /Supplier Listing***
(Section 2-8.8 of the County Code)

13. ***Environmentally Acceptable Packaging***
(Resolution R-738-92)

14. ***W-9 and 8109 Forms***
(as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
    - Identification of individual account records
    - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
    - Tax reporting purposes
    - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
(Section 2-1076 of the County Code)

17. ***Small Business Enterprises***
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. ***Antitrust Laws***
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that 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,

competing or applying for a contract, 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 34. 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, 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 35. 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 Small 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.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

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 36. 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, 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 37. 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 Project Manager in regard to remedying the situation.

ARTICLE 38. 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 39. 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 40. 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. Venue shall be Miami-Dade County.

ARTICLE 41. 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 the solicitation referenced on the first page of this Contract, 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. Contractor 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

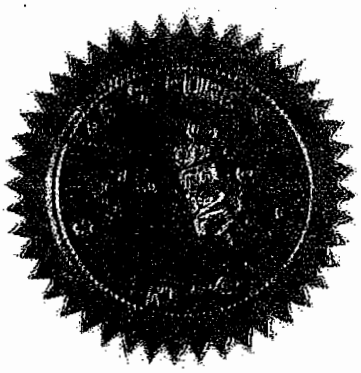
If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 42. 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.

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

Contractor	Miami-Dade County
By: Jill Talbot	By: _____
Name: Jill Talbot	Name: _____
Title: Sr. Counsel, Contract Compliance	Title: _____
Date: 6/27/11	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
JILL DIVENS Notary Public - State of Florida My Commission Expires Dec. 7, 2013 Commission # DD 933817 Bonded By Western Surety Company	_____ Assistant County Attorney



SCOPE OF SERVICES

APPENDIX A

1. Background

In Miami-Dade County (the County), a Special Taxing District (STD) is a mechanism used by communities, wherein property owners elect to pay special assessments levied on their properties in order to receive public services and/or improvements, which could not otherwise conveniently or equitably be provided. In the County, some of these services include security guard services.

The County, as represented by the Miami-Dade County Public Works Department, is contracting for professional Level 2, unarmed security guard services to provide a visible safety and passive security program at Lakes by the Bay South Commons and Sunrise Harbor STDs.

The Contractor shall maintain a Class "B", Security Agency, or Class "BB" License, Security Agency Branch Office License, issued by the State of Florida, Division of Licensing, during the term of the contract, including extensions and renewals thereof.

2. REQUIREMENTS AND SERVICES TO BE PROVIDED

A. General Requirements

The Contractor shall furnish management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at the STD location for this Contract. During the term of the Contract, other additional STD locations may be added at the discretion of the County (refer to Section 11).

The Contractor shall:

1. Provide continuous twenty-four hour a day, 365 days per year, unarmed security services for the purpose of providing a visible safety and passive security program at the STD locations awarded.

2. Provide security guard service at the STD location's guardhouse, as specified herein. The guardhouse shall be provided with a two-way radio (transmitter-receiver) furnished by the Contractor. The service will consist of at least one unarmed security guard operating at the guardhouse, located at the entrance to the community at the STD location.

3. Issue to each security guard assigned to this project, an approved identification badge. Said identification badge shall be worn while on duty at all times. The badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.

4. Issue uniforms to each security guard, which are the same for each class of employees (security guard and security supervisors). The style and color must be distinguishable from the uniform of any police agency in the County.

5. Display the Post Orders, at each security guardhouse, as specified in Section 7(D).

6. Provide, to each employee performing security guard services, sufficient training in basic security guard duties, as specified in Section 2(D) below. This training shall take place prior to the security guard commencing the services required herein.

7. Provide a security guard, designated as a full-time Site Supervisor, for ***each*** guardhouse, who shall inspect the location at least once per shift, seven days per week. Documentation of a sufficient number of personnel scheduled, so as to fulfill this requirement, shall be required.

8. Provide the following documents, as specified in Section 2(C) below; for each security guard assigned to guard post, prior to the security guard start of work in the STD.
   i. Urinalysis reports (by outside agency within preceding 60 days)
   ii. Medical examination reports (dated within preceding 60 days)
   iii. Training certification
   iv. Proof of minimum education requirements
   v. Licenses
   vi. Results of background check to include Florida Dept. of Law Enforcement (FDLE) certification of no felony record (dated within the preceding 60 days)
   vii. Proof of citizenship or work permit or INS I-9 certification

B. <u>Requirements Prior to Notice-To-Proceed</u>

The County will issue a Notice-To-Proceed (NTP) after the Contractor has met the following requirements, but no later than 30 days after the execution of the Contract. The County reserves the right to terminate the contract if these requirements are not met within 30 days of contract execution. Contractor shall commence work upon issuance of the NTP by the County. The Contractor shall:

1. Immediately after the award of the contract and prior to the NTP, conduct an on-site and in-depth review of the total contract requirements covering the following:
   a) Policy and specific procedures for responding to an emergency;
   b) Proposed security personnel eligibility documentation;
   c) Proposed security personnel training procedures;
   d) Communication system;
   e) Inspection system and corrective action procedures; and
   f) Post Orders.

2. Provide a centralized dispatching service manned by experienced security personnel, through use of a stationary base office ("dispatch location"), located within Miami-Dade County, Broward County or Palm Beach County. A mobile transmitter/receiver, operated by field personnel, will not be considered sufficient to adequately provide such service. The dispatch location shall be owned and operated by the Contractor. The County reserves the right to inspect the dispatch location at any time. Contractor's key personnel, who have the authority to take immediate action on behalf of the Contractor, shall be available for contact by "local" telephone call and 2-way radio at the dispatch location on a 24-hour per day basis.

3. Meet the Performance and Payment Bond requirements as specified in Article 11 of the Contract.

4. Meet the Insurance requirements as specified in Article 10 of the Contract.

5. Provide all necessary permits, licenses and certificates for Contractor, Contractor's Security Project Manager, and Security personnel that will be assigned to the Contract, verifying compliance with all applicable federal, state and municipal laws. The security guard personnel requirements are specified in Section 3 below. The County reserves the right to interview and approve security personnel.

6. Ensure that all security guards assigned by the Contractor to perform security guard services shall be fully trained in the requirements of the service, shall meet all contract requirements, and shall be approved for duty by the County prior to reporting for duty on original assignment. Previously approved and trained emergency relief guards for absent regular security guard personnel, is required.

7. Have communication equipment that meets the requirements as specified in Section 6(B).

C. Security Guard Personnel Requirements

Level 2 security guards shall meet the following minimum requirements or standards regarding background, education, experience, health, citizenship and security requirements, to be eligible to perform security guard services requested herein, unless specifically and individually waived by the County Project Manager or designee.

1. Minimum Age: Security guard shall be a minimum of 21 years of age.

2. Driver's License: A valid State of Florida driver's license (required if assigned to roving patrol).

3. Licensing/Certification Requirements: Security guard shall be licensed by the state of Florida with a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All security guards shall maintain licensing requirements at all times while providing service to the County. Any person directing the activities of the security guards shall also meet the licensing requirements, per Florida Statute 493.6303, and possess a Class "MB" license and a Class "M" license, if applicable. Contractor's personnel shall maintain their qualifications at a standard consistent and equivalent to the qualification listed in this Agreement.

4. Background Check: All levels of security guards shall have a state and national criminal history background check, completed prior to providing service to the County, and shall be certified by the FDLE as having no felony conviction record. Misdemeanor convictions will be evaluated on a case-by-case basis, and may be grounds for disqualification, at the discretion of the County. A security guard may not provide services to the County, if security guard has:

   a. Any felony, sexual or domestic violence conviction;
   b. Been discharged from the military under any conditions other than honorable; and/or
   c. Any history of irresponsible behavior, including, but not limited to, a problem employment record, as determined by the County Project Manager or designee.

Note: The Contractor may obtain these background checks from a private source, or may utilize the services of Miami-Dade County Employment Recruitment Department, at the established cost of the requested service.

5. Citizenship Status: Security guard shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card, Form 1-151, 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, or a completed I-9 Form.

6. English Language Literacy Requirements: Security guard shall be fully literate (i.e., read and write) in the English language and be able to clearly speak English.

7. Medical Test and Health Requirements: Security guard 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 guard's ability to perform the services herein.

   The security guard shall:
   a) Be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;
   b) Be free from any communicable disease;
   c) Be alcohol and drug free;
   d) Possess binocular vision, correctable to 20/20 (Snellen);
   e) Not be colorblind; and
   f) Be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without benefit of artificial hearing devices.

8. Educational Background and Experience: Level 2 security guards shall possess, at a minimum, a high school diploma or certified equivalency diploma, and be able to document a work history or educational background which includes at least **one** of the following qualifications:

   Level-2 Security Guard/Site Supervisor
   - Minimum of five years experience as a licensed security guard;
   - Minimum of two years military experience;
   - Civilian or Military law enforcement or Corrections accreditation;
   - Four-year (bachelor's) degree from an accredited college or university;
   - Two-year (associate) degree from an accredited college and one year experience as a licensed security guard.

The County may consider alternate qualifications.

Notes: a) All required experience shall be from within the US or its territories; b) all experience shall be fully and readily verifiable; and c) applicants with military service shall provide a copy of the DD-214L form and have received a honorable discharge from duty in order to be accepted. The County Project Manager or designee may consider and approve alternate forms of proof.

D. Training Requirements

The Contractor shall provide mandatory, on-site orientation training to all security guards as specified in the Post Orders, prior to duty assignment. The training shall consist of, but

not be limited to, a) general and specific orders of the STD location, b) policy and specific procedures for responding to emergencies at the STD location, c) procedures for access control and operation of the security system, d) report writing, e) safety and fire prevention, f) police authority and jurisdiction, g) identification, and h) other security matters.

Training shall be conducted by the Contractor's Site Supervisor, and shall take place prior to commencing the services required herein. Prior to completion of training, security guards shall not be in an active duty status and may not be placed on duty at any STD location to which the security guard is being assigned. The measure of success for the training will be the effectiveness with which the security guard is able to perform post duties. The County shall be the sole assessor of the effectiveness of the training.

The County will reimburse Contractor for the training of security guards assigned to the STDs, at the contracted hourly rate (see Section 2.D), for up to four hours of work for each guard who is approved, and after the guard has completed 160 hours (one month) of work after said training.

3. Security Guards Specific Tasks and Responsibilities

Depending on the needs of each STD location, the County may require slight variations, as issued in the NTP, on the tasks and responsibilities outlined below. The following tasks and responsibilities shall be performed by security personnel employed by the Contractor to provide security guard services to the STDs.

A. Site Supervisor

The Site Supervisor shall a) be assigned as a security guard at the STD location, with additional responsibilities at the site to include but not be limited to, a) supervising security guards, on-site training and work direction to guards, b) remaining in instant communication with the Contractor's central dispatch location, c) observing the condition and performance of the other guards, the condition of the guard house, the guard house environment and level of activity. Duties may also include the tasks and responsibilities listed below for Security Guard.

B. Security Guard

The Security Guard shall:

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

b) Maintain good personal and uniform appearance and be courteous to the public at all times. Uniforms shall be clean and pressed and include name tags as specified in Section 6(B).

c) Maintain order and use good judgment and discretion in handling unruly or trespassing public.

d) Maintain daily logs and write daily reports, and incident reports. Incident reports shall be on a pre-approved County form.

e) Operate a marked motor vehicle where required (if assigned to roving patrol).

f) Maintain a professional atmosphere within areas of assignment.

g) 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 security guard to ensure at the start of each shift that this policy is followed, (e.g., security guards need to be sure that there are no newspapers, unauthorized

reading materials, televisions, cell phones, or any other unauthorized items in the area of the post) because security guards will be held responsible and liquidated damages will be assessed.

Note: The security guard personnel are not empowered to question, refuse entrance to the STD, or unnecessarily detain anyone who wishes to enter the STD.

4. Reporting Requirements

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 Project Manager or designee can conduct further investigation, if needed. All bound logbooks become the property of the County upon its replacement. 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. Upon expiration of the contract or earlier as required by County Project Manager or designee, the Contractor shall deliver all such logbooks to the County, at a place to be determined by the County Project Manager.

B. A copy of all reports and all major incidents shall be furnished to the County Project Manager or designee.

C. An incident report shall be completed whenever any unusual events and/or criminal event occur. Such events include, but are not limited to, discharge of firearms, major criminal act or any safety hazards. Security guards shall consult the Contractor's Site Supervisor when in doubt about any reports. If there are any injuries, 911 should be called immediately. The central dispatch location shall be notified immediately after calling 911.

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 central dispatch location immediately after the incident occurs.

5. Equipment, Materials and Supplies

A County Supplied Items

The County will furnish, at no cost to the Contractor, the following materials and equipment, to be used only in connection with the services being provided to the County:

a) Guardhouse with a light, and related keys, including written operation procedures and instructions. Restroom and drinking water facilities are located at the guardhouse site.

b) Telephone to be used for official business only. Personal use of the telephone by security guards is strictly forbidden, except in case of emergency. Unauthorized use will be subject to imposition of applicable penalties or fines by the County.

c) Forms: A sample of required forms and other documentation used in reporting procedures at specific locations will be provided or approved by the County , if site specific.

d) Desk Books which will contain complete duty instructions for manning the post (District Post Orders), plus any special emergency procedure instructions.

Note: County issued property shall be used only for official business in the performance of the services requested herein. All property furnished by the County shall remain the property of the County. Upon termination of the contract, or at the request of the County at any time, the Contractor shall render an accounting of all such property. All equipment issued by the County to the Contractor will be issued on Receipt of Property or other similar issue documents. Any property furnished by the County to fulfill contract requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be subject to invoice deduction adjustments.

B. Contractor Supplied Items

The Contractor shall furnish, install, operate, and maintain in acceptable condition the following:

a) Communication Equipment: A two-way radio (transmitter-receiver), licensed for use by the FCC, is required for each guardhouse. This 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 Project Manager or designee prior to the issuance of NTP. 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 NTP will not be issued.

b) Special Equipment: One working flashlight (two "D" cell size or larger) shall be available at the guardhouse. Contractor shall be responsible for maintain a supply of replacement batteries.

c) Uniforms: Each security guard shall wear a complete, clean, well-fitting uniform as is initially approved by the County. Uniform shall include a shirt and cap. Uniforms, and the wearing of them, shall in general conform to standards and usage prescribed and in effect for security guards. All security guard personnel performing the services requested herein shall wear the same color and style of uniform. The Contractor shall supply a cold-weather jacket for each security guard required to perform duties while exposed to cold or wet weather conditions. All cold or wet weather clothing shall be identical in style and color for each guard.

An appropriately lettered breast badge and cap ornament indicating the Contractor's name shall be worn and prominently displayed as part of the uniform. Shoulder patches lettered to indicate the identity of the Contractor shall be worn on the left shoulder of the uniform. Items shall not be removed or substituted without permission of the County, nor shall any non-regulation items such as sweaters, scarves, etc., be added.

During warm weather months, the County may, at its discretion, permit work without a cap. Failure to obey uniform regulations will result in penalty deductions to the Contractor by the County, and possible removal of the employee from duty at STD locations.

d) Security Guards, if assigned to roving patrol, shall be required to operate licensed and insured marked motor vehicles in order to conduct vehicular patrols of an area. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor. Any security guard assigned to a post where he/she will be operating a motorized vehicle, shall have a valid driver's license. The Contractor shall comply with insurance requirements as specified in Article 10 of the Contract, and the insurance shall be sufficient to cover the use of vehicle.

6. Work Practices, Standards and Duties

The Contractor shall furnish at all times trained security guards to perform the services described herein. Each security guard shall adhere to standards of behavior that promote a favorable image.

A. Standards of Conduct

The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance and integrity, and shall take such disciplinary action with respect to its employees as may be necessary.

B. Work Schedules

The criteria for establishing work schedules and the requirements for relief periods and for starting and stopping work are contained herein.

a) Posting Work Schedules

The working schedules for supervisors and guards shall be prepared and posted in the work area for continuous five-week periods. Changes to schedules shall be posted in the work area with sufficient time to insure that employees affected by a change in duty hours are properly notified. Security guards are authorized to deviate from prescribed schedules only when unusual or emergency conditions exist. Such deviations and the reasons shall be recorded in the daily log.

b) Relief

The security guard shall not leave the post until properly relieved by duty personnel assigned to the following shift, if such shift is scheduled, or unless specifically authorized by the County. The Contractor shall provide breaks as required by Federal and Florida State law. Security guards, who are on a break, shall remain at their assigned post unless relieved by a properly trained relief. Any violations may result in removal of the security guard, and/or may result in penalties.

c) Starting and Stopping Work

All security guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job, and in full uniform, until the end of their full shift or until relieved.

d) Limitations on Hours and Assignments

No security guard shall provide more than twelve hours of service, including all break periods, within a twenty-four hour period, unless the work periods are separated by an eight hour non-duty period. This limitation may be waived by the County 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 Project Manager or designee.

C. Recording Presence

Security guards shall sign in and sign out when reporting for duty and when leaving at the end of the work shifts. A "Record of Time of Arrival and Departure" form or similar form, provided by the Contractor, shall be used for this purpose. The Contractor's Site Supervisor shall sign and note time of arrival and departure in a contrasting color. All document time entries shall consist of the actual event time, not a scheduled time. Security guards shall notify dispatcher when using restroom facilities.

D. STD Post Orders

The Post Orders define the basic work to be performed by security officers at the STD locations. STD Post Orders shall be prepared and published by the County and posted at each security guard location by the Contractor. Security guards shall receive and must pass post order testing conducted by the County prior to duty assignment. Security guards shall have access to the site Post Orders at all times while on duty. No deviations from the Post Orders shall be made, except for emergencies. All Post Orders (initial or revised) must be approved by the County. Changes to the Post Orders approved by the County shall not require modification to the contract. Post Orders may include, but are not limited to, the following:

a. STD location information (e.g., operating hours, chain of command);
b. STD location 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. Safeguarding persons and property; and
l. Minimum number of hours for site orientation training.

E. Reports, Records and Desk Book

An "Officer's Desk Book" shall be maintained at the guardhouse and shall contain complete duty instructions for manning the post plus emergency procedure instructions. The Contractor's employees shall prepare required orders, instructions and reports, including reports of accidents, fires, unusual incidents and unlawful acts, and provide these reports to the County.

F. Emergency Assistance

In the event of an emergency or unusual occurrence, the security guard shall summon appropriate assistance, as may be required, such as the local fire and/or police departments, and immediately notify dispatcher.

G. Lost and Found

The security guard personnel shall receive and safely store lost and found articles pending return to owner or for other appropriate disposal, as determined by the County. Contractor shall notify the County at the County's next inspection visit of the status of any lost or found articles.

H. Hazardous Conditions

The security guard personnel shall report daily, in accordance with procedures in the Officer's Desk Book, potentially hazardous conditions and items in need of repair.

I. Removal from Duty

If the County Project Manager determines a Contractor is disqualified or unfit for duty, the County Project Manager will request that the Contractor immediately remove said security guard from duty. The Contractor must comply with all such requests.

a) Disqualification

A security guard may be disqualified for duty if any of the following are developed as facts pursuant to a suitability check: a) conviction of a felony, a violent crime or a serious misdemeanor, b) record of arrest for continuing offenses, or c) falsification of information submitted for suitability check.

b) Unfit for Duty

For clarification, a determination of unfitness may be made from, but not limited to, incidents involving the most immediate identifiable types of misconduct or delinquency as set forth below:

- Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, or refusing to render assistance or cooperate in upholding the integrity of the security program at the STD.
- Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- Disorderly conduct, use of abusive or offensive language intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient guardhouse operation.
- Theft, vandalism, or any other criminal actions.
- Selling, consuming or being under the influence of intoxicants, drugs or substances which produce similar effects.
- Unethical or improper use of official authority or credentials.
- Unauthorized use of communications equipment or County property.
- Violation of security procedures or regulations.
- Recurring tardiness.
- Failure to have display proper identification or produce applicable registration.
- Use of County telephones for purposes other than to report to supervisors or to report emergencies.

J. Replacement Employees

The Contractor shall provide the training outlined in Section 2(D), to each replacement security guard prior to the security guard start of work at any STD location. All security guards shall be approved by the County Project Manager or designee prior to assignment to STD.

K. Waivers

When an unusual, short-term unavailability of regularly assigned security guards exists, the County, in writing, and prior to the security guard's commencement of duty, may waive

training requirements. The Contractor shall limit the use of any untrained or unqualified guards to a period not-to-exceed a cumulative total of 40 hours for that security guard.

L. Weapons

No guns, night sticks, stun guns, handcuffs or other weapons are permitted at the guard post.

7. Penalties and Deductions

The following penalties for nonperformance or unsatisfactory performance may be imposed by the County against the Contractor.

A. Major Incidents

Any major incidents, as determined by the County Project Manager or designee, may result in a fine of $100.00 per incident. Major incidents, may include but not limited to:

- Failure to provide security guard coverage.
- Security guard sleeping on duty.
- Security guard working under the influence of drugs or alcohol.
- Security guard participating in any collusion of criminal activity such as theft, vandalism, sale of drugs or alcohol.
- Falsifying logbook entries or status reports.
- Failure to provide a written report documenting an incident or accident.
- Failure to properly train any security guard employee.
- Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.
- A security guard working over 13 consecutive hours at guard post.

B. Minor Incidents

Any minor incident, as determined by the County Project Manager or designee, may result in a $50.00 fine per incident. Minor incidents may include but not limited to:

- Improper uniform or unsatisfactory appearance.
- Failure to make prescribed communication checks.
- Failure to provide specified inspections.
- Failure to post company-supplied nameplate.
- Failure to properly equip security officer.
- Security guard conducting personal affairs while on duty.

Note: The deduction schedule will be applied separately for each documented violation. All compliance deductions will be applied by the County against the Contractor's invoice.

C. Violations

The County Project Manager or designee may write violation reports. Any violations committed by the Contractor's personnel, will result in the suspension or removal from duty of said personnel at the discretion of the County Project Manager or designee. Violations may include, but are not limited to:

i. **Personnel Violations:** These violations may include, but not limited to: tardiness, sleeping on duty, failure to follow post orders, abandoning post, failed to report for duty, inappropriate behavior, improper or badly soiled uniform, failure to make report, improper State licensure (e.g., not on person, expired), improper records, reports or

logbook, vehicle irregularities, unauthorized visitors on post, not signing in or out in logbook, personal phone use, or health deficiencies

ii. **Administrative Violations:** These violations may include, but not limited to: improperly or insufficiently equipped, no radio or inoperative radio, no vehicle or inoperative vehicle, inadequate writing skills, inadequate training, lack of contract supervision, excessive hours on duty (not approved in advance by County), violations of local, State, or Federal laws, Regulations, or Ordinances, criminal records check not complete or hired security guards with criminal records, difficulty in speaking or understanding English, and/or being understood by others, failure to have current post orders on site, or invoicing discrepancies/inaccuracies.

iii. **Special Violations:** These violations may include, but not limited to: reassignment of any personnel previously suspended or removed from duty by the County; failure to notify the County of an arrest of personnel; improper internal employee fines or wage practices; false statements or falsification of any documents required by the County.

iv. **Repeated Violations**: Repeated violations of any type or a particularly serious violation at the same STD location may result in the removal of the Contractor from the STD by the County. The STD may be assigned to another Contractor. Similarly, new or existing STDs may be assigned to a different Contractor, in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing Contractor. See Section 11, Assignment and Movement of STD locations.

8. Documentation

All records pertinent to administration and management of the Services shall be maintained at a local office and are subject to inspection by the County at any time.

A. Contractor shall maintain, at a minimum, the following documents at the central dispatch station:
- Financial records: invoices, employee payroll and other associated backup documentation;
- FCC License;
- Log Books;
- Incident Reports; and
- Employee Personnel File.

B. 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 hereunder. A copy of said violations shall be placed in the employees personnel file. The personnel files shall contain copies of, but not limited to, the following documents:

- FDLE and national criminal background check which shall be updated on a yearly basis;
- Medical examination, including drug test results, which shall be updated, on a yearly basis;
- Training test results along with a copy of the test;
- Proof of education and experience;

- State Security Officer licenses "D", "G" and "DI" as applicable;
- Employment application and verifications of prior employment;
- Proof of certification for Law Enforcement experience;
- A copy of DD-214 Long form for Military and Coast Guard experience;
- A copy of a valid State of Florida Drivers license, with documentation of five year driver's history; and
- Proof of Citizenship, Resident Alien card or Work Permit.

Note: Failure to comply with any of these requirements constitutes a material breach of the contract, and may result in non-performance penalties.

9. Progress Meetings

The County may hold mandatory meetings, at the discretion of the County Project Manager or designee, for the purpose of discussing issues relevant to the performance and/or administration of the security guard services provided by the Contractor. The County Project Manager or designee, reserves the right to schedule meetings at any time during the contractual period by notifying Contractor, by phone or in writing. The Contractor's Account Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Project Manager or designee unless specifically waived by the County Project Manager or designee. In emergency cases, advanced notice is not required.

10. Assignment and Movement of STD Locations

The County reserves the right to assign additional STDs to a Contractor after award. Any assignment of additional STDs, after initial award, will be subject to negotiations. This Contract will be supplemented by a Notice-To-Proceed, identifying the additional STD(s) and pricing information for providing the security guard services. Future STDs requesting the security guard services will be assigned a Contractor using the above method of assignment, except for cause as approved by the County.

Additionally, movement of Contractors between STDs, by the County, may also occur after contract award, to meet the County's needs. The County may delete a STD from a contract, when in the sole determination of the County; it is in the County's best interests.

11. Hourly Wages/Benefits

A. Living Wage
The Contractor shall comply with the provisions of Section 2-8.9 of the Code of Miami-Dade County, also known as the Living Wage Ordinance (Appendix C, Supplemental General Condition – Living Wage), and hereby acknowledges awareness of the penalties for non-compliance.

B. Additional Hourly Compensation
In addition to the applicable Living Wage rates, Contractor shall provide compensation of an additional $.50 per hour for security guards and $1.50 per hour for security guard supervisors. Such compensation shall be monetary, and not in the form of a fringe benefit.

C. Fringe Benefits
Security guards shall be considered full-time employees entitled to all fringe benefits normally received in established security service companies.

D. Overtime

Overtime payment will be at a maximum rate of one and a half times the regular hourly wages. Overtime hours shall be paid to the employee, by the Contractor, for all hours in excess of 40 hours per week. As a matter of confirmation, overtime work only occurs after 40 hours of work, in a given week, by a given individual. Further, overtime work shall not be allowed during the normal eight-hour work day.

The County will compensate the Contractor for overtime pay only when caused by special request of the County or by Force Majeure, as determined by the County. Each occurrence will require an individual waiver provided by the County Project Manager or designee, prior to the commencement of the overtime work. Additionally, there are eight holidays, on which, if service is provided, the overtime rate applies. The eight holidays are New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

Appendix B

Price Schedule

Price shown below are the hourly rates for providing the services as stated in Scope of Services (Appendix A), for the term of the contract, including any option or extension period.

Lakes by the Bay South Commons Sunrise Harbor	
Hourly Billing Rates	
Hourly Billing Rate per Security Guard (stationary service)	$18.61
Hourly Billing Rate per Security Guard Supervisor (stationary service)	$19.99

Notes:

a) The above total fixed hourly rates are guaranteed, pursuant to Article 8, and include all costs necessary to provide security services, such as, wages and benefits paid to guards, cost of equipment, cost for supervision, overhead, all out-of-pocket expenses, such as travel, per diem, and miscellaneous costs and fees, as they will not be reimbursed separately by the County.

b) The County may consider an adjustment to the price based upon an increase to the Living Wage amount (refer to Article 8 of the Contract).

c) The above rates take into account the Living Wage increase for 2010-2011. Refer to Article 8 of the contract for information on Living Wage adjustments.

d) The County will compensate for overtime pay only when caused by special request of the County or by Force Majeure.

e) Notwithstanding the hourly rates above, compensation shall be based upon the actual number of service hours performed, less any deductions/fines imposed for non-performance or other contract violations.

Initial _____

SUPPLEMENTAL GENERAL CONDITION

The provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) apply to this Contract. The Contractor agrees to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained from the department issuing the specifications for the Contract.

This Supplemental General Condition is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information
3. Liability for Unpaid Wages; Liquidated Damages; Withholding
4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

1. DEFINITIONS

A. "Administrative hearing officer" means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of the Living Wage Ordinance.

B. "Applicable department" means the County department(s) using the service contract.

C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.

D. "Compliance officer" means the County Manager or his/her designee to review compliance with the Living Wage Ordinance and this Administrative Order.

E. "Contract" means an agreement for services covered by the Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust.

F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.

G. "County" means the government of Miami-Dade County or the Public Health Trust.

H. "Covered employee" means anyone employed by Contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the Contractor's contract with the County.

I. Covered employer means any and all contractors and subcontractors of Contractor providing covered services. Contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:

(1) the Contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and

(2) the Contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or

(3) the Contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the Covered Services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.

J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:

(1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over $100,000 per year for the following services:

(i) food preparation and/or distribution;
(ii) security services;
(iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
(iv) clerical or other non-supervisory office work, whether temporary or permanent;

(v) transportation and parking services including airport and seaport services;
(vi) printing and reproduction services; and,
(vii) landscaping, lawn and/or agricultural services.

(2) Services Provided To Miami-Dade County Aviation Facilities: Any service that is provided by a GASP Permittee to a Miami-Dade County Aviation Department Facility or any other service Contractor that provides any of the following services to a Miami-Dade County Aviation Department facility is a covered service without reference to any contract value.

(i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;

(ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;

(iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;

(iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate

distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;

(v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;

(vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Contractor has contracted to supply such services;

(vii) Janitorial Services;

(viii) Delayed Baggage Services;

(ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,

(x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.

K. "Debar" means to exclude a Contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.

L. "Living wage" means the minimum hourly pay rate with or without health benefits as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.

M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on

complaints filed by employees and making recommendations to the County Mayor and Commission.

N. "Project manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

2. MINIMUM WAGES AND POSTING OF INFORMATION

A. All covered employees providing covered services shall be paid a living wage of no less than $13.29 per hour or $11.60 per hour with qualifying health benefits, as described in this section and in the Living Wage Ordinance. When the covered employer seeks to comply with the Living Wage Ordinance by choosing to pay the wage rate applicable, when also paying qualifying health benefits, such health benefits shall consist of at least $1.69 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the applicable department to qualify for the wage rate for employees with health benefits.

B. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.

C. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

D. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of Small Business Development, 111 NW 1st Street, Suite 1080, Miami, FL 33128, (305) 375-3111.

E. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such Contractor.

3. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. In the event of any underpayment of required wage rates, the Contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to $500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.

B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Small Business Development (SBD) for depository into the SBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.

C. The County may withhold from Contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the Contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

4. PAYROLL; RECORDS; REPORTING

A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.

B. The Contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.

C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.

D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees fired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.

E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The Contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. SUBCONTRACTS

The Contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The Contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT

A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.

B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:

(1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;

(2) The penalties assessed;

(3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,

(4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.

C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.

D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.

E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a Contractor that has been found to violate Section 2-8.9.

F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed five (5) years, a Contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Manager determines a covered employer failed to comply with these provisions a third time, the non-complying covered employer's service contract with the County may be terminated.

G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment, and any other remedies available to the County.

Security Guard Services for Special Taxing Districts
(Level 2)

Hammocks Oaks Harbor

Contract No. RFP717C

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 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. 717 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 August 23, 2010, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such security guard services for the Special Taxing District, 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 "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), the Price Schedule (Appendix B), Supplemental General Condition – Living Wage (Appendix C), RFP No. 717 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

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

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

d) The word "Contractor" to mean U.S. Security Association, Inc. and its permitted successors and assigns.

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

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) 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.

h) The words "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.

i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.

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

l) 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.

m) 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.

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) the Price Schedule (Appendix B), and Supplemental General Condition – Living Wage (Appendix C), 3) the Miami-Dade County's RFP No. 717 and any associated addenda and attachments thereof, and 4) 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) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) 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.

c) 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.

d) 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.

e) 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 stated on the cover page of this Contract and shall end on the last day of the 24th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for three, two-year periods. 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.

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 Project Manager:

Miami-Dade County
Public Works Department
111 NW 1st Street, 16th Floor
Miami, Florida 33128
Attention: Department Director
Phone: 305-375-2960
Fax: 305-375-3338

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) 375-5502
Fax: (305) 375-2316

(2) To the Contractor

Security Alliance of Florida LLC
8323 NW 12th Street, Suite 218
Miami, FL 33126
Attention: William A. Murphy
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 pursuant to Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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 Living Wage adjustments as provided below; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

The County may consider a request from the Contractor for a price adjustment at such time that there is an increase in the Living Wage. Such consideration may take into account the difference between the amount paid to the employee (minus the $.50 for security guard, and the $1.50 for security guard supervisor, per Appendix A, Scope of Services, Section 11), and the new Living Wage amount, as well as any associated mandatory costs imposed on Contractor for said increase, such as Federal, State, and Local taxes, etc. Any price adjustment cannot exceed the Living Wage increase percentage amount for that fiscal year.

Note: In the event that the contract effective date is after October 1, 2011, the Contractor has the right to request the price adjustment if there was an increase to the Living Wage for 2011-2012, as the Contractor must comply with the 2011-2012 fiscal year Living Wage 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 will bill the County at the end of each month, for the previous month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. The payment of all charges billed for services rendered will be subject to County review and imposition of applicable deductions, penalties and fines for nonperformance or other contract violations. 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, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. 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
Public Works Department
111 NW 1st Street, Suite 1510
Miami, FL 33128
Attention: Donald Tock, Chief, Special Taxing District
Telephone: (305) 375-2702

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 the Department of Procurement Management, 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 vendor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis, including Personal Injury Liability, 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 Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, 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 ten (10) business days after notification of recommendation to award. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business 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 fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe 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. PERFORMANCE AND PAYMENT BOND

The Contractor shall execute and deliver to the County (prior to the issuance of a Notice-To-Proceed), Contractor's Performance and Payment Bond in the amount of 10% of the total annual contract amount, as estimated by the County (separate bond for each site awarded), prepared on the applicable County bond form(s). The Bond(s) may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as set forth below:

Surety Bond Qualifications: The following specifications shall apply to all types of bonds.

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's 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

On bond amount of 500,000 or less, the 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 invitation to bid 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 U.S.C. 9304-9308.

B. 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. The attorney-in-fact or other officer who signs the bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The bond must be countersigned by the surety's resident Florida Agent.

The Contractor may in lieu of a surety bond, submit a cash bond, conditioned upon the faithful performance of the work in strict accordance with this Contract and with the Scope of Services and the completion of the same free from all liens and within the time limit herein specified. The bond shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for whose benefit said bond shall be executed as disclosed by the text of said Bond and Contract to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to be obligee thereof.

Florida Statutes 255.05 provide for the following conditions to be made in all Performance and Payment Bonds relating to public projects.

"A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection."

"A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment."

"No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies."

ARTICLE 12. 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 13. 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 14. 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 15. 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 Contractor's 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 Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the 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 Project Manager. In the event that the Contractor and the 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 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 16. 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 17. 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 18. AUDITS

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, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. 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 19. 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 20. 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 21. 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 Contractor 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 22. 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 23. 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 24. TERMINATION 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.

d) In the event that the County exercises its right to terminate this Agreement, 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, 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 up to the Effective Termination Date; and

   ii. noncancelable 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 but not incorporated in the Services.

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

ARTICLE 25. 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 timeframe 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 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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 27. 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 28. PERFORMANCE GUARANTEES

The Contractor shall pay penalties resulting from its failure to meet all contractual requirements or standards. The County will deduct the amount of the penalties from subsequent payments due for service rendered by the Contractor.

- The 1st violation may result in penalties of $100.00.
- The 2nd violation may result in penalties of $200.00.
- The 3rd violation may result in penalties of $300.00.
- The 4th and subsequent violation may result in penalties of $300.00 and a non-performance report being generated.

This graduation of penalties will occur with the involvement of the same location, same Contractor's personnel, or a pattern of the same incidents at the locations (e.g. no radios, lack of supervision, etc.). Any violations committed by Contractor's personnel may result in the suspension or removal from duty of said personnel at County site, at the discretion of the County Project Manager or designee.

A written notice of a violation and intent to impose penalties shall be provided to the Contractor in the form of an Infraction Report. Violations reports shall be issued to the Contractor promptly

by the County Project Manager or designee, in order to afford the Contractor time to notify the County of extenuating circumstances.

ARTICLE 29. 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 30. 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 31. 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 acknowledges 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 Contractor 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 32. 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 33. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
   (Section 2-8.1 of the County Code)
2. ***Miami-Dade County Employment Disclosure Affidavit***
   (Section 2.8-1(d)(2) of the County Code)
3. ***Miami-Dade Employment Drug-free Workplace Certification***
   (Section 2-8.1.2(b) of the County Code)
4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
   (Section 2-8.1.5 of the County Code)
5. ***Miami-Dade County Debarment Disclosure Affidavit***
   (Section 10.38 of the County Code)
6. ***Miami-Dade County Vendor Obligation to County Affidavit***
   (Section 2-8.1 of the County Code)
7. ***Miami-Dade County Code of Business Ethics Affidavit***
   (Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. ***Miami-Dade County Family Leave Affidavit***
   (Article V of Chapter 11 of the County Code)
9. ***Miami-Dade County Living Wage Affidavit***
   (Section 2-8.9 of the County Code)
10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
    (Article 8, Section 11A-60 11A-67 of the County Code)
11. ***Subcontracting Practices***
    (Ordinance 97-35)
12. ***Subcontractor /Supplier Listing***
    (Section 2-8.8 of the County Code)
13. ***Environmentally Acceptable Packaging***
    (Resolution R-738-92)
14. ***W-9 and 8109 Forms***
    (as required by the Internal Revenue Service)
15. ***FEIN Number or Social Security Number***
    In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
    - Identification of individual account records
    - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
    - Tax reporting purposes
    - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. ***Office of the Inspector General***
    (Section 2-1076 of the County Code)
17. ***Small Business Enterprises***
    The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. ***Antitrust Laws***
    By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that 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, competing or applying for a contract, 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 34. 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, 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 35. 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 Small 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.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits

and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

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 36. 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, 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 37. 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 Project Manager in regard to remedying the situation.

ARTICLE 38. 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 39. 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 40. 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. Venue shall be Miami-Dade County.

ARTICLE 41. 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 the solicitation referenced on the first page of this Contract, 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. Contractor 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 42. 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.

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

Contractor	Miami-Dade County
By: William A Murphy	By: _____
Name: William Murphy	Name: _____
Title: Vice President	Title: _____
Date: 06-14-2011	Date: _____
Attest: Wendy Ramirez	Attest: _____
Corporate Secretary/Notary Public	Clerk of the Board

Corporate Seal/Notary Seal

WENDY RAMIREZ
MY COMMISSION #DD977391
EXPIRES: APR 11, 2014
Bonded through 1st State Insurance

Wendy R

Approved as to form
and legal sufficiency

_____
Assistant County Attorney

SCOPE OF SERVICES

APPENDIX A

1. Background

In Miami-Dade County (the County), a Special Taxing District (STD) is a mechanism used by communities, wherein property owners elect to pay special assessments levied on their properties in order to receive public services and/or improvements, which could not otherwise conveniently or equitably be provided. In the County, some of these services include security guard services.

The County, as represented by the Miami-Dade County Public Works Department, is contracting for professional Level 2, unarmed security guard services to provide a visible safety and passive security program at Hammocks Oaks Harbor STD.

The Contractor shall maintain a Class "B", Security Agency, or Class "BB" License, Security Agency Branch Office License, issued by the State of Florida, Division of Licensing, during the term of the contract, including extensions and renewals thereof.

2. REQUIREMENTS AND SERVICES TO BE PROVIDED

A. General Requirements

The Contractor shall furnish management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at the STD location for this Contract. During the term of the Contract, other additional STD locations may be added at the discretion of the County (refer to Section 11).

The Contractor shall:

1. Provide continuous twenty-four hour a day, 365 days per year, unarmed security services for the purpose of providing a visible safety and passive security program at the STD locations awarded.

2. Provide security guard service at the STD location's guardhouse, as specified herein. The guardhouse shall be provided with a two-way radio (transmitter-receiver) furnished by the Contractor. The service will consist of at least one unarmed security guard operating at the guardhouse, located at the entrance to the community at the STD location.

3. Issue to each security guard assigned to this project, an approved identification badge. Said identification badge shall be worn while on duty at all times. The badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.

4. Issue uniforms to each security guard, which are the same for each class of employees (security guard and security supervisors). The style and color must be distinguishable from the uniform of any police agency in the County.

5. Display the Post Orders, at each security guardhouse, as specified in Section 7(D).

6. Provide, to each employee performing security guard services, sufficient training in basic security guard duties, as specified in Section 2(D) below. This training shall take place prior to the security guard commencing the services required herein.

7. Provide a security guard, designated as a full-time Site Supervisor, for ***each*** guardhouse, who shall inspect the location at least once per shift, seven days per week. Documentation of a sufficient number of personnel scheduled, so as to fulfill this requirement, shall be required.

8. Provide the following documents, as specified in Section 2(C) below; for each security guard assigned to guard post, prior to the security guard start of work in the STD.
   i. Urinalysis reports (by outside agency within preceding 60 days)
   ii. Medical examination reports (dated within preceding 60 days)
   iii. Training certification
   iv. Proof of minimum education requirements
   v. Licenses
   vi. Results of background check to include Florida Dept. of Law Enforcement (FDLE) certification of no felony record (dated within the preceding 60 days)
   vii. Proof of citizenship or work permit or INS I-9 certification

B. <u>Requirements Prior to Notice-To-Proceed</u>

The County will issue a Notice-To-Proceed (NTP) after the Contractor has met the following requirements, but no later than 30 days after the execution of the Contract. The County reserves the right to terminate the contract if these requirements are not met within 30 days of contract execution. Contractor shall commence work upon issuance of the NTP by the County. The Contractor shall:

1. Immediately after the award of the contract and prior to the NTP, conduct an on-site and in-depth review of the total contract requirements covering the following:
   a) Policy and specific procedures for responding to an emergency;
   b) Proposed security personnel eligibility documentation;
   c) Proposed security personnel training procedures;
   d) Communication system;
   e) Inspection system and corrective action procedures; and
   f) Post Orders.

2. Provide a centralized dispatching service manned by experienced security personnel, through use of a stationary base office ("dispatch location"), located within Miami-Dade County, Broward County or Palm Beach County. A mobile transmitter/receiver, operated by field personnel, will not be considered sufficient to adequately provide such service. The dispatch location shall be owned and operated by the Contractor. The County reserves the right to inspect the dispatch location at any time. Contractor's key personnel, who have the authority to take immediate action on behalf of the Contractor, shall be available for contact by "local" telephone call and 2-way radio at the dispatch location on a 24-hour per day basis.

3. Meet the Performance and Payment Bond requirements as specified in Article 11 of the Contract.

4. Meet the Insurance requirements as specified in Article 10 of the Contract.

5. Provide all necessary permits, licenses and certificates for Contractor, Contractor's Security Project Manager, and Security personnel that will be assigned to the Contract, verifying compliance with all applicable federal, state and municipal laws. The security guard personnel requirements are specified in Section 3 below. The County reserves the right to interview and approve security personnel.

6. Ensure that all security guards assigned by the Contractor to perform security guard services shall be fully trained in the requirements of the service, shall meet all contract requirements, and shall be approved for duty by the County prior to reporting for duty on original assignment. Previously approved and trained emergency relief guards for absent regular security guard personnel, is required.

7. Have communication equipment that meets the requirements as specified in Section 6(B).

C. Security Guard Personnel Requirements

Level 2 security guards shall meet the following minimum requirements or standards regarding background, education, experience, health, citizenship and security requirements, to be eligible to perform security guard services requested herein, unless specifically and individually waived by the County Project Manager or designee.

1. Minimum Age: Security guard shall be a minimum of 21 years of age.

2. Driver's License: A valid State of Florida driver's license (required if assigned to roving patrol).

3. Licensing/Certification Requirements: Security guard shall be licensed by the state of Florida with a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All security guards shall maintain licensing requirements at all times while providing service to the County. Any person directing the activities of the security guards shall also meet the licensing requirements, per Florida Statute 493.6303, and possess a Class "MB" license and a Class "M" license, if applicable. Contractor's personnel shall maintain their qualifications at a standard consistent and equivalent to the qualification listed in this Agreement.

4. Background Check: All levels of security guards shall have a state and national criminal history background check, completed prior to providing service to the County, and shall be certified by the FDLE as having no felony conviction record. Misdemeanor convictions will be evaluated on a case-by-case basis, and may be grounds for disqualification, at the discretion of the County. A security guard may not provide services to the County, if security guard has:

   a. Any felony, sexual or domestic violence conviction;
   b. Been discharged from the military under any conditions other than honorable; and/or
   c. Any history of irresponsible behavior, including, but not limited to, a problem employment record, as determined by the County Project Manager or designee.

Note: The Contractor may obtain these background checks from a private source, or may utilize the services of Miami-Dade County Employment Recruitment Department, at the established cost of the requested service.

5. Citizenship Status: Security guard shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card, Form 1-151, 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, or a completed I-9 Form.

6. English Language Literacy Requirements: Security guard shall be fully literate (i.e., read and write) in the English language and be able to clearly speak English.

7. Medical Test and Health Requirements: Security guard 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 guard's ability to perform the services herein.

   The security guard shall:
   a) Be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;
   b) Be free from any communicable disease;
   c) Be alcohol and drug free;
   d) Possess binocular vision, correctable to 20/20 (Snellen);
   e) Not be colorblind; and
   f) Be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without benefit of artificial hearing devices.

8. Educational Background and Experience: Level 2 security guards shall possess, at a minimum, a high school diploma or certified equivalency diploma, and be able to document a work history or educational background which includes at least **one** of the following qualifications:

   Level-2 Security Guard/Site Supervisor
   - Minimum of five years experience as a licensed security guard;
   - Minimum of two years military experience;
   - Civilian or Military law enforcement or Corrections accreditation;
   - Four-year (bachelor's) degree from an accredited college or university;
   - Two-year (associate) degree from an accredited college and one year experience as a licensed security guard.

The County may consider alternate qualifications.

Notes: a) All required experience shall be from within the US or its territories; b) all experience shall be fully and readily verifiable; and c) applicants with military service shall provide a copy of the DD-214L form and have received a honorable discharge from duty in order to be accepted. The County Project Manager or designee may consider and approve alternate forms of proof.

D. Training Requirements

The Contractor shall provide mandatory, on-site orientation training to all security guards as specified in the Post Orders, prior to duty assignment. The training shall consist of, but

not be limited to, a) general and specific orders of the STD location, b) policy and specific procedures for responding to emergencies at the STD location, c) procedures for access control and operation of the security system, d) report writing, e) safety and fire prevention, f) police authority and jurisdiction, g) identification, and h) other security matters.

Training shall be conducted by the Contractor's Site Supervisor, and shall take place prior to commencing the services required herein. Prior to completion of training, security guards shall not be in an active duty status and may not be placed on duty at any STD location to which the security guard is being assigned. The measure of success for the training will be the effectiveness with which the security guard is able to perform post duties. The County shall be the sole assessor of the effectiveness of the training.

The County will reimburse Contractor for the training of security guards assigned to the STDs, at the contracted hourly rate (see Section 2.D), for up to four hours of work for each guard who is approved, and after the guard has completed 160 hours (one month) of work after said training.

3. Security Guards Specific Tasks and Responsibilities

Depending on the needs of each STD location, the County may require slight variations, as issued in the NTP, on the tasks and responsibilities outlined below. The following tasks and responsibilities shall be performed by security personnel employed by the Contractor to provide security guard services to the STDs.

A. Site Supervisor

The Site Supervisor shall a) be assigned as a security guard at the STD location, with additional responsibilities at the site to include but not be limited to, a) supervising security guards, on-site training and work direction to guards, b) remaining in instant communication with the Contractor's central dispatch location, c) observing the condition and performance of the other guards, the condition of the guard house, the guard house environment and level of activity. Duties may also include the tasks and responsibilities listed below for Security Guard.

B. Security Guard

The Security Guard shall:

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

b) Maintain good personal and uniform appearance and be courteous to the public at all times. Uniforms shall be clean and pressed and include name tags as specified in Section 6(B).

c) Maintain order and use good judgment and discretion in handling unruly or trespassing public.

d) Maintain daily logs and write daily reports, and incident reports. Incident reports shall be on a pre-approved County form.

e) Operate a marked motor vehicle where required (if assigned to roving patrol).

f) Maintain a professional atmosphere within areas of assignment.

g) 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 security guard to ensure at the start of each shift that this policy is followed, (e.g., security guards need to be sure that there are no newspapers, unauthorized

reading materials, televisions, cell phones, or any other unauthorized items in the area of the post) because security guards will be held responsible and liquidated damages will be assessed.

Note: The security guard personnel are not empowered to question, refuse entrance to the STD, or unnecessarily detain anyone who wishes to enter the STD.

4. Reporting Requirements

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 Project Manager or designee can conduct further investigation, if needed. All bound logbooks become the property of the County upon its replacement. 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. Upon expiration of the contract or earlier as required by County Project Manager or designee, the Contractor shall deliver all such logbooks to the County, at a place to be determined by the County Project Manager.

B. A copy of all reports and all major incidents shall be furnished to the County Project Manager or designee.

C. An incident report shall be completed whenever any unusual events and/or criminal event occur. Such events include, but are not limited to, discharge of firearms, major criminal act or any safety hazards. Security guards shall consult the Contractor's Site Supervisor when in doubt about any reports. If there are any injuries, 911 should be called immediately. The central dispatch location shall be notified immediately after calling 911.

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 central dispatch location immediately after the incident occurs.

5. Equipment, Materials and Supplies

A County Supplied Items

The County will furnish, at no cost to the Contractor, the following materials and equipment, to be used only in connection with the services being provided to the County:

a) Guardhouse with a light, and related keys, including written operation procedures and instructions. Restroom and drinking water facilities are located at the guardhouse site.

b) Telephone to be used for official business only. Personal use of the telephone by security guards is strictly forbidden, except in case of emergency. Unauthorized use will be subject to imposition of applicable penalties or fines by the County.

c) Forms: A sample of required forms and other documentation used in reporting procedures at specific locations will be provided or approved by the County , if site specific.

d) Desk Books which will contain complete duty instructions for manning the post (District Post Orders), plus any special emergency procedure instructions.

Note: County issued property shall be used only for official business in the performance of the services requested herein. All property furnished by the County shall remain the property of the County. Upon termination of the contract, or at the request of the County at any time, the Contractor shall render an accounting of all such property. All equipment issued by the County to the Contractor will be issued on Receipt of Property or other similar issue documents. Any property furnished by the County to fulfill contract requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be subject to invoice deduction adjustments.

B. Contractor Supplied Items

The Contractor shall furnish, install, operate, and maintain in acceptable condition the following:

a) Communication Equipment: A two-way radio (transmitter-receiver), licensed for use by the FCC, is required for each guardhouse. This 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 Project Manager or designee prior to the issuance of NTP. 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 NTP will not be issued.

b) Special Equipment: One working flashlight (two "D" cell size or larger) shall be available at the guardhouse. Contractor shall be responsible for maintain a supply of replacement batteries.

c) Uniforms: Each security guard shall wear a complete, clean, well-fitting uniform as is initially approved by the County. Uniform shall include a shirt and cap. Uniforms, and the wearing of them, shall in general conform to standards and usage prescribed and in effect for security guards. All security guard personnel performing the services requested herein shall wear the same color and style of uniform. The Contractor shall supply a cold-weather jacket for each security guard required to perform duties while exposed to cold or wet weather conditions. All cold or wet weather clothing shall be identical in style and color for each guard.

An appropriately lettered breast badge and cap ornament indicating the Contractor's name shall be worn and prominently displayed as part of the uniform. Shoulder patches lettered to indicate the identity of the Contractor shall be worn on the left shoulder of the uniform. Items shall not be removed or substituted without permission of the County, nor shall any non-regulation items such as sweaters, scarves, etc., be added.

During warm weather months, the County may, at its discretion, permit work without a cap. Failure to obey uniform regulations will result in penalty deductions to the Contractor by the County, and possible removal of the employee from duty at STD locations.

d) Security Guards, if assigned to roving patrol, shall be required to operate licensed and insured marked motor vehicles in order to conduct vehicular patrols of an area. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor. Any security guard assigned to a post where he/she will be operating a motorized vehicle, shall have a valid driver's license. The Contractor shall comply with insurance requirements as specified in Article 10 of the Contract, and the insurance shall be sufficient to cover the use of vehicle.

6. Work Practices, Standards and Duties

The Contractor shall furnish at all times trained security guards to perform the services described herein. Each security guard shall adhere to standards of behavior that promote a favorable image.

A. Standards of Conduct

The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance and integrity, and shall take such disciplinary action with respect to its employees as may be necessary.

B. Work Schedules

The criteria for establishing work schedules and the requirements for relief periods and for starting and stopping work are contained herein.

a) Posting Work Schedules

The working schedules for supervisors and guards shall be prepared and posted in the work area for continuous five-week periods. Changes to schedules shall be posted in the work area with sufficient time to insure that employees affected by a change in duty hours are properly notified. Security guards are authorized to deviate from prescribed schedules only when unusual or emergency conditions exist. Such deviations and the reasons shall be recorded in the daily log.

b) Relief

The security guard shall not leave the post until properly relieved by duty personnel assigned to the following shift, if such shift is scheduled, or unless specifically authorized by the County. The Contractor shall provide breaks as required by Federal and Florida State law. Security guards, who are on a break, shall remain at their assigned post unless relieved by a properly trained relief. Any violations may result in removal of the security guard, and/or may result in penalties.

c) Starting and Stopping Work

All security guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job, and in full uniform, until the end of their full shift or until relieved.

d) Limitations on Hours and Assignments

No security guard shall provide more than twelve hours of service, including all break periods, within a twenty-four hour period, unless the work periods are separated by an eight hour non-duty period. This limitation may be waived by the County 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 Project Manager or designee.

C. Recording Presence

Security guards shall sign in and sign out when reporting for duty and when leaving at the end of the work shifts. A "Record of Time of Arrival and Departure" form or similar form, provided by the Contractor, shall be used for this purpose. The Contractor's Site Supervisor shall sign and note time of arrival and departure in a contrasting color. All document time entries shall consist of the actual event time, not a scheduled time. Security guards shall notify dispatcher when using restroom facilities.

D. STD Post Orders

The Post Orders define the basic work to be performed by security officers at the STD locations. STD Post Orders shall be prepared and published by the County and posted at each security guard location by the Contractor. Security guards shall receive and must pass post order testing conducted by the County prior to duty assignment. Security guards shall have access to the site Post Orders at all times while on duty. No deviations from the Post Orders shall be made, except for emergencies. All Post Orders (initial or revised) must be approved by the County. Changes to the Post Orders approved by the County shall not require modification to the contract. Post Orders may include, but are not limited to, the following:

a. STD location information (e.g., operating hours, chain of command);
b. STD location 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. Safeguarding persons and property; and
l. Minimum number of hours for site orientation training.

E. Reports, Records and Desk Book

An "Officer's Desk Book" shall be maintained at the guardhouse and shall contain complete duty instructions for manning the post plus emergency procedure instructions. The Contractor's employees shall prepare required orders, instructions and reports, including reports of accidents, fires, unusual incidents and unlawful acts, and provide these reports to the County.

F. Emergency Assistance

In the event of an emergency or unusual occurrence, the security guard shall summon appropriate assistance, as may be required, such as the local fire and/or police departments, and immediately notify dispatcher.

G. Lost and Found

The security guard personnel shall receive and safely store lost and found articles pending return to owner or for other appropriate disposal, as determined by the County. Contractor shall notify the County at the County's next inspection visit of the status of any lost or found articles.

H. Hazardous Conditions

The security guard personnel shall report daily, in accordance with procedures in the Officer's Desk Book, potentially hazardous conditions and items in need of repair.

I. Removal from Duty

If the County Project Manager determines a Contractor is disqualified or unfit for duty, the County Project Manager will request that the Contractor immediately remove said security guard from duty. The Contractor must comply with all such requests.

a) Disqualification

A security guard may be disqualified for duty if any of the following are developed as facts pursuant to a suitability check: a) conviction of a felony, a violent crime or a serious misdemeanor, b) record of arrest for continuing offenses, or c) falsification of information submitted for suitability check.

b) Unfit for Duty

For clarification, a determination of unfitness may be made from, but not limited to, incidents involving the most immediate identifiable types of misconduct or delinquency as set forth below:

- Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, or refusing to render assistance or cooperate in upholding the integrity of the security program at the STD.
- Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- Disorderly conduct, use of abusive or offensive language intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient guardhouse operation.
- Theft, vandalism, or any other criminal actions.
- Selling, consuming or being under the influence of intoxicants, drugs or substances which produce similar effects.
- Unethical or improper use of official authority or credentials.
- Unauthorized use of communications equipment or County property.
- Violation of security procedures or regulations.
- Recurring tardiness.
- Failure to have display proper identification or produce applicable registration.
- Use of County telephones for purposes other than to report to supervisors or to report emergencies.

J. Replacement Employees

The Contractor shall provide the training outlined in Section 2(D), to each replacement security guard prior to the security guard start of work at any STD location. All security guards shall be approved by the County Project Manager or designee prior to assignment to STD.

K. Waivers

When an unusual, short-term unavailability of regularly assigned security guards exists, the County, in writing, and prior to the security guard's commencement of duty, may waive

training requirements. The Contractor shall limit the use of any untrained or unqualified guards to a period not-to-exceed a cumulative total of 40 hours for that security guard.

L. Weapons

No guns, night sticks, stun guns, handcuffs or other weapons are permitted at the guard post.

7. Penalties and Deductions

The following penalties for nonperformance or unsatisfactory performance may be imposed by the County against the Contractor.

A. Major Incidents

Any major incidents, as determined by the County Project Manager or designee, may result in a fine of $100.00 per incident. Major incidents, may include but not limited to:

- Failure to provide security guard coverage.
- Security guard sleeping on duty.
- Security guard working under the influence of drugs or alcohol.
- Security guard participating in any collusion of criminal activity such as theft, vandalism, sale of drugs or alcohol.
- Falsifying logbook entries or status reports.
- Failure to provide a written report documenting an incident or accident.
- Failure to properly train any security guard employee.
- Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.
- A security guard working over 13 consecutive hours at guard post.

B. Minor Incidents

Any minor incident, as determined by the County Project Manager or designee, may result in a $50.00 fine per incident. Minor incidents may include but not limited to:

- Improper uniform or unsatisfactory appearance.
- Failure to make prescribed communication checks.
- Failure to provide specified inspections.
- Failure to post company-supplied nameplate.
- Failure to properly equip security officer.
- Security guard conducting personal affairs while on duty.

Note: The deduction schedule will be applied separately for each documented violation. All compliance deductions will be applied by the County against the Contractor's invoice.

C. Violations

The County Project Manager or designee may write violation reports. Any violations committed by the Contractor's personnel, will result in the suspension or removal from duty of said personnel at the discretion of the County Project Manager or designee. Violations may include, but are not limited to:

i. **Personnel Violations:** These violations may include, but not limited to: tardiness, sleeping on duty, failure to follow post orders, abandoning post, failed to report for duty, inappropriate behavior, improper or badly soiled uniform, failure to make report, improper State licensure (e.g., not on person, expired), improper records, reports or

logbook, vehicle irregularities, unauthorized visitors on post, not signing in or out in logbook, personal phone use, or health deficiencies

ii. **Administrative Violations:** These violations may include, but not limited to: improperly or insufficiently equipped, no radio or inoperative radio, no vehicle or inoperative vehicle, inadequate writing skills, inadequate training, lack of contract supervision, excessive hours on duty (not approved in advance by County), violations of local, State, or Federal laws, Regulations, or Ordinances, criminal records check not complete or hired security guards with criminal records, difficulty in speaking or understanding English, and/or being understood by others, failure to have current post orders on site, or invoicing discrepancies/inaccuracies.

iii. **Special Violations:** These violations may include, but not limited to: reassignment of any personnel previously suspended or removed from duty by the County; failure to notify the County of an arrest of personnel; improper internal employee fines or wage practices; false statements or falsification of any documents required by the County.

iv. **Repeated Violations**: Repeated violations of any type or a particularly serious violation at the same STD location may result in the removal of the Contractor from the STD by the County. The STD may be assigned to another Contractor. Similarly, new or existing STDs may be assigned to a different Contractor, in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing Contractor. See Section 11, Assignment and Movement of STD locations.

8. Documentation

All records pertinent to administration and management of the Services shall be maintained at a local office and are subject to inspection by the County at any time.

A. Contractor shall maintain, at a minimum, the following documents at the central dispatch station:
- Financial records: invoices, employee payroll and other associated backup documentation;
- FCC License;
- Log Books;
- Incident Reports; and
- Employee Personnel File.

B. 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 hereunder. A copy of said violations shall be placed in the employees personnel file. The personnel files shall contain copies of, but not limited to, the following documents:

- FDLE and national criminal background check which shall be updated on a yearly basis;
- Medical examination, including drug test results, which shall be updated, on a yearly basis;
- Training test results along with a copy of the test;
- Proof of education and experience;

- State Security Officer licenses "D", "G" and "DI" as applicable;
- Employment application and verifications of prior employment;
- Proof of certification for Law Enforcement experience;
- A copy of DD-214 Long form for Military and Coast Guard experience;
- A copy of a valid State of Florida Drivers license, with documentation of five year driver's history; and
- Proof of Citizenship, Resident Alien card or Work Permit.

Note: Failure to comply with any of these requirements constitutes a material breach of the contract, and may result in non-performance penalties.

9. Progress Meetings

The County may hold mandatory meetings, at the discretion of the County Project Manager or designee, for the purpose of discussing issues relevant to the performance and/or administration of the security guard services provided by the Contractor. The County Project Manager or designee, reserves the right to schedule meetings at any time during the contractual period by notifying Contractor, by phone or in writing. The Contractor's Account Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Project Manager or designee unless specifically waived by the County Project Manager or designee. In emergency cases, advanced notice is not required.

10. Assignment and Movement of STD Locations

The County reserves the right to assign additional STDs to a Contractor after award. Any assignment of additional STDs, after initial award, will be subject to negotiations. This Contract will be supplemented by a Notice-To-Proceed, identifying the additional STD(s) and pricing information for providing the security guard services. Future STDs requesting the security guard services will be assigned a Contractor using the above method of assignment, except for cause as approved by the County.

Additionally, movement of Contractors between STDs, by the County, may also occur after contract award, to meet the County's needs. The County may delete a STD from a contract, when in the sole determination of the County; it is in the County's best interests.

11. Hourly Wages/Benefits

A. Living Wage

The Contractor shall comply with the provisions of Section 2-8.9 of the Code of Miami-Dade County, also known as the Living Wage Ordinance (Appendix C, Supplemental General Condition – Living Wage), and hereby acknowledges awareness of the penalties for non-compliance.

B. Additional Hourly Compensation

In addition to the applicable Living Wage rates, Contractor shall provide compensation of an additional $.50 per hour for security guards and $1.50 per hour for security guard supervisors. Such compensation shall be monetary, and not in the form of a fringe benefit.

C. Fringe Benefits

Security guards shall be considered full-time employees entitled to all fringe benefits normally received in established security service companies.

D. Overtime

Overtime payment will be at a maximum rate of one and a half times the regular hourly wages. Overtime hours shall be paid to the employee, by the Contractor, for all hours in excess of 40 hours per week. As a matter of confirmation, overtime work only occurs after 40 hours of work, in a given week, by a given individual. Further, overtime work shall not be allowed during the normal eight-hour work day.

The County will compensate the Contractor for overtime pay only when caused by special request of the County or by Force Majeure, as determined by the County. Each occurrence will require an individual waiver provided by the County Project Manager or designee, prior to the commencement of the overtime work. Additionally, there are eight holidays, on which, if service is provided, the overtime rate applies. The eight holidays are New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

Appendix B

Price Schedule

Price shown below are the hourly rates for providing the services as stated in Scope of Services (Appendix A), for the term of the contract, including any option or extension period.

Hammocks Oaks Harbor	
Hourly Billing Rates	
Hourly Billing Rate per Security Guard (stationary service)	$19.35
Hourly Billing Rate per Security Guard Supervisor (stationary service)	$19.35
Hourly Billing rate for Use of Licensed Motor Vehicle (if applicable)	$ 1.90

Notes:

a) The above total fixed hourly rates are guaranteed, pursuant to Article 8, and include all costs necessary to provide security services, such as, wages and benefits paid to guards, cost of equipment, cost for supervision, overhead, all out-of-pocket expenses, such as travel, per diem, and miscellaneous costs and fees, as they will not be reimbursed separately by the County.

b) The County may consider an adjustment to the price based upon an increase to the Living Wage amount (refer to Article 8 of the Contract).

c) The above rates take into account the Living Wage increase for 2010-2011. Refer to Article 8 of the contract for information on Living Wage adjustments.

d) No overtime or holiday rate shall be payable by the County. If due to an emergency or Contractor scheduling, a guard must be paid overtime, this will be the responsibility of the Contractor.

e) The County will compensate for overtime pay only when caused by special request of the County or by Force Majeure.

f) Notwithstanding the hourly rates above, compensation shall be based upon the actual number of service hours performed, less any deductions/fines imposed for non-performance or other contract violations.

SUPPLEMENTAL GENERAL CONDITION

The provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) apply to this Contract. The Contractor agrees to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained from the department issuing the specifications for the Contract.

This Supplemental General Condition is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information
3. Liability for Unpaid Wages; Liquidated Damages; Withholding
4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

1. DEFINITIONS

A. "Administrative hearing officer" means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of the Living Wage Ordinance.

B. "Applicable department" means the County department(s) using the service contract.

C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.

D. "Compliance officer" means the County Manager or his/her designee to review compliance with the Living Wage Ordinance and this Administrative Order.

E. "Contract" means an agreement for services covered by the Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust.

F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.

G. "County" means the government of Miami-Dade County or the Public Health Trust.

H. "Covered employee" means anyone employed by Contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the Contractor's contract with the County.

I. Covered employer means any and all contractors and subcontractors of Contractor providing covered services. Contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:

(1) the Contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and

(2) the Contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or

(3) the Contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the Covered Services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.

J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:

(1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over $100,000 per year for the following services:

(i) food preparation and/or distribution;
(ii) security services;
(iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
(iv) clerical or other non-supervisory office work, whether temporary or permanent;

(v) transportation and parking services including airport and seaport services;
(vi) printing and reproduction services; and,
(vii) landscaping, lawn and/or agricultural services.

(2) Services Provided To Miami-Dade County Aviation Facilities: Any service that is provided by a GASP Permittee to a Miami-Dade County Aviation Department Facility or any other service Contractor that provides any of the following services to a Miami-Dade County Aviation Department facility is a covered service without reference to any contract value.

(i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;

(ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;

(iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;

(iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate

distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;

(v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;

(vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Contractor has contracted to supply such services;

(vii) Janitorial Services;

(viii) Delayed Baggage Services;

(ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,

(x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.

K. "Debar" means to exclude a Contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.

L. "Living wage" means the minimum hourly pay rate with or without health benefits as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.

M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on

complaints filed by employees and making recommendations to the County Mayor and Commission.

N. "Project manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

2. MINIMUM WAGES AND POSTING OF INFORMATION

A. All covered employees providing covered services shall be paid a living wage of no less than $13.29 per hour or $11.60 per hour with qualifying health benefits, as described in this section and in the Living Wage Ordinance. When the covered employer seeks to comply with the Living Wage Ordinance by choosing to pay the wage rate applicable, when also paying qualifying health benefits, such health benefits shall consist of at least $1.69 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the applicable department to qualify for the wage rate for employees with health benefits.

B. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.

C. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

D. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of Small Business Development, 111 NW 1st Street, Suite 1080, Miami, FL 33128, (305) 375-3111.

E. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such Contractor.

3. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. In the event of any underpayment of required wage rates, the Contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to $500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.

B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Small Business Development (SBD) for depository into the SBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.

C. The County may withhold from Contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the Contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

4. PAYROLL; RECORDS; REPORTING

A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.

B. The Contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.

C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.

D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees fired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.

E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The Contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. SUBCONTRACTS

The Contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The Contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT

A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.

B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:

(1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;

(2) The penalties assessed;

(3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,

(4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.

C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.

D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.

E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a Contractor that has been found to violate Section 2-8.9.

F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed five (5) years, a Contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Manager determines a covered employer failed to comply with these provisions a third time, the non-complying covered employer's service contract with the County may be terminated.

G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment, and any other remedies available to the County.

Security Guard Services for Special Taxing Districts
(Level 2 Guards)

Four Way Lodge Estates

Contract No. RFP717D

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between U. S. Security Associates, Inc., a corporation organized and existing under the laws of the Delaware, having its principal office at 200 Mansell Ct. E., Suite 500, Roswell, GA 30076 (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. 717 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 August 23, 2010, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such security guard services for the Special Taxing District, 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 "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), the Price Schedule (Appendix B), Supplemental General Condition – Living Wage (Appendix C), RFP No. 717 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

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

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

d) The word "Contractor" to mean U.S. Security Association, Inc. and its permitted successors and assigns.

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

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) 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.

h) The words "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.

i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.

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

l) 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.

m) 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.

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) the Price Schedule (Appendix B), and Supplemental General Condition – Living Wage (Appendix C), 3) the Miami-Dade County's RFP No. 717 and any associated addenda and attachments thereof, and 4) 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) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) 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.

c) 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.

d) 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.

e) 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 stated on the cover page of this Contract and shall end on the last day of the 24th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for three, two-year periods. 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.

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 Project Manager:

Miami-Dade County
Public Works Department
111 NW 1st Street, 16th Floor
Miami, Florida 33128
Attention: Department Director
Phone: 305-375-2960
Fax: 305-375-3338

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) 375-5502
Fax: (305) 375-2316

(2) To the Contractor

U.S. Security Associates, Inc.
8780 NW 18th Terrace
Doral, FL 33172
Attention: Fernando Tapia
Phone: (305) 592-9747
Fax: (305) 592-0338
E-mail: ftapia@ussecurityassociates.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 pursuant to Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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 Living Wage adjustments as provided below; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

The County may consider a request from the Contractor for a price adjustment at such time that there is an increase in the Living Wage. Such consideration may take into account the difference between the amount paid to the employee (minus the $.50 for security guard, and the $1.50 for security guard supervisor, per Appendix A, Scope of Services, Section 11), and the new Living Wage amount, as well as any associated mandatory costs imposed on Contractor for said increase, such as Federal, State, and Local taxes, etc. Any price adjustment cannot exceed the Living Wage increase percentage amount for that fiscal year.

Note: In the event that the contract effective date is after October 1, 2011, the Contractor has the right to request the price adjustment if there was an increase to the Living Wage for 2011-2012, as the Contractor must comply with the 2011-2012 fiscal year Living Wage 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 will bill the County at the end of each month, for the previous month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. The payment of all charges billed for services rendered will be subject to County review and imposition of applicable deductions, penalties and fines for nonperformance or other contract violations. 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, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. 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
Public Works Department
111 NW 1st Street, Suite 1510
Miami, FL 33128
Attention: Donald Tock, Chief, Special Taxing District
Telephone: (305) 375-2702

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 the Department of Procurement Management, 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 vendor as required by Florida Statute 440.

2. Public Liability Insurance on a comprehensive basis, including Personal Injury Liability, 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 Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, 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 ten (10) business days after notification of recommendation to award. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business 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 fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be

rescinded, unless such timeframe 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. PERFORMANCE AND PAYMENT BOND

The Contractor shall execute and deliver to the County (prior to the issuance of a Notice-To-Proceed), Contractor's Performance and Payment Bond in the amount of 10% of the total annual contract amount, as estimated by the County (separate bond for each site awarded), prepared on the applicable County bond form(s). The Bond(s) may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as set forth below:

Surety Bond Qualifications: The following specifications shall apply to all types of bonds.

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's 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

On bond amount of 500,000 or less, the 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 invitation to bid 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 U.S.C. 9304-9308.

B. 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. The attorney-in-fact or other officer who signs the bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The bond must be countersigned by the surety's resident Florida Agent.

The Contractor may in lieu of a surety bond, submit a cash bond, conditioned upon the faithful performance of the work in strict accordance with this Contract and with the Scope of Services and the completion of the same free from all liens and within the time limit herein specified. The bond shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for whose benefit said bond shall be executed as disclosed by the text of said Bond and Contract to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to be obligee thereof.

Florida Statutes 255.05 provide for the following conditions to be made in all Performance and Payment Bonds relating to public projects.

"A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection."

"A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment."

"No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies."

ARTICLE 12. 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 13. 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 14. 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 15. 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 Contractor's 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 Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the 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 Project Manager. In the event that the Contractor and the 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 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 16. 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 17. 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 18. AUDITS

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, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. 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 19. 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 20. 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 21. 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 Contractor 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 22. 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 23. 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 24. TERMINATION 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.

d) In the event that the County exercises its right to terminate this Agreement, 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, 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 up to the Effective Termination Date; and

ii. noncancelable 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 but not incorporated in the Services.

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

ARTICLE 25. 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 timeframe 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 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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 27. 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 28. PERFORMANCE GUARANTEES

The Contractor shall pay penalties resulting from its failure to meet all contractual requirements or standards. The County will deduct the amount of the penalties from subsequent payments due for service rendered by the Contractor.

- The 1st violation may result in penalties of $100.00.
- The 2nd violation may result in penalties of $200.00.
- The 3rd violation may result in penalties of $300.00.
- The 4th and subsequent violation may result in penalties of $300.00 and a non-performance report being generated.

This graduation of penalties will occur with the involvement of the same location, same Contractor's personnel, or a pattern of the same incidents at the locations (e.g. no radios, lack of supervision, etc.). Any violations committed by Contractor's personnel may result in the

suspension or removal from duty of said personnel at County site, at the discretion of the County Project Manager or designee.

A written notice of a violation and intent to impose penalties shall be provided to the Contractor in the form of an Infraction Report. Violations reports shall be issued to the Contractor promptly by the County Project Manager or designee, in order to afford the Contractor time to notify the County of extenuating circumstances.

ARTICLE 29. 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 30. 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 31. 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 acknowledges 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 Contractor 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 32. 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 33. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
(Section 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
(Section 2.8-1(d)(2) of the County Code)

3. ***Miami-Dade Employment Drug-free Workplace Certification***
(Section 2-8.1.2(b) of the County Code)

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
(Section 2-8.1.5 of the County Code*)*

5. ***Miami-Dade County Debarment Disclosure Affidavit***
(Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
(Section 2-8.1 of the County Code)

7. ***Miami-Dade County Code of Business Ethics Affidavit***
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
(Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
(Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
(Ordinance 97-35)

12. ***Subcontractor /Supplier Listing***
(Section 2-8.8 of the County Code)

13. ***Environmentally Acceptable Packaging***
(Resolution R-738-92)

14. ***W-9 and 8109 Forms***
(as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
   - Identification of individual account records
   - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
   - Tax reporting purposes
   - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
(Section 2-1076 of the County Code)

17. ***Small Business Enterprises***
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. ***Antitrust Laws***
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that 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, competing or applying for a contract, 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 34. 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, 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 35. 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 Small 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.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits

and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

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 36. 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, 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 37. 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 Project Manager in regard to remedying the situation.

ARTICLE 38. 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 39. 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 40. 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. Venue shall be Miami-Dade County.

ARTICLE 41. 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 the solicitation referenced on the first page of this Contract, 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. Contractor 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 42. 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.

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: FERNANDO TAPIA	Name: _____
Title: V.P. OPERATIONS	Title: _____
Date: 6/27/11	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
EFRAIN DOMINGUEZ MY COMMISSION # EE 039141 EXPIRES: November 28, 2014 Bonded Thru Notary Public Underwriters	_____ Assistant County Attorney

SCOPE OF SERVICES

APPENDIX A

1. Background

In Miami-Dade County (the County), a Special Taxing District (STD) is a mechanism used by communities, wherein property owners elect to pay special assessments levied on their properties in order to receive public services and/or improvements, which could not otherwise conveniently or equitably be provided. In the County, some of these services include security guard services.

The County, as represented by the Miami-Dade County Public Works Department, is contracting for professional Level 2, unarmed security guard services to provide a visible safety and passive security program at Four Way Lodge Estates STD.

The Contractor shall maintain a Class "B", Security Agency, or Class "BB" License, Security Agency Branch Office License, issued by the State of Florida, Division of Licensing, during the term of the contract, including extensions and renewals thereof.

2. REQUIREMENTS AND SERVICES TO BE PROVIDED

A. General Requirements

The Contractor shall furnish management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at the STD location for this Contract. During the term of the Contract, other additional STD locations may be added at the discretion of the County (refer to Section 11).

The Contractor shall:

1. Provide continuous twenty-four hour a day, 365 days per year, unarmed security services for the purpose of providing a visible safety and passive security program at the STD locations awarded.

2. Provide security guard service at the STD location's guardhouse, as specified herein. The guardhouse shall be provided with a two-way radio (transmitter-receiver) furnished by the Contractor. The service will consist of at least one unarmed security guard operating at the guardhouse, located at the entrance to the community at the STD location.

3. Issue to each security guard assigned to this project, an approved identification badge. Said identification badge shall be worn while on duty at all times. The badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.

4. Issue uniforms to each security guard, which are the same for each class of employees (security guard and security supervisors). The style and color must be distinguishable from the uniform of any police agency in the County.

5. Display the Post Orders, at each security guardhouse, as specified in Section 7(D).

6. Provide, to each employee performing security guard services, sufficient training in basic security guard duties, as specified in Section 2(D) below. This training shall take place prior to the security guard commencing the services required herein.

7. Provide a security guard, designated as a full-time Site Supervisor, for ***each*** guardhouse, who shall inspect the location at least once per shift, seven days per week. Documentation of a sufficient number of personnel scheduled, so as to fulfill this requirement, shall be required.

8. Provide the following documents, as specified in Section 2(C) below; for each security guard assigned to guard post, prior to the security guard start of work in the STD.
   i. Urinalysis reports (by outside agency within preceding 60 days)
   ii. Medical examination reports (dated within preceding 60 days)
   iii. Training certification
   iv. Proof of minimum education requirements
   v. Licenses
   vi. Results of background check to include Florida Dept. of Law Enforcement (FDLE) certification of no felony record (dated within the preceding 60 days)
   vii. Proof of citizenship or work permit or INS I-9 certification

B. <u>Requirements Prior to Notice-To-Proceed</u>

The County will issue a Notice-To-Proceed (NTP) after the Contractor has met the following requirements, but no later than 30 days after the execution of the Contract. The County reserves the right to terminate the contract if these requirements are not met within 30 days of contract execution. Contractor shall commence work upon issuance of the NTP by the County. The Contractor shall:

1. Immediately after the award of the contract and prior to the NTP, conduct an on-site and in-depth review of the total contract requirements covering the following:
   a) Policy and specific procedures for responding to an emergency;
   b) Proposed security personnel eligibility documentation;
   c) Proposed security personnel training procedures;
   d) Communication system;
   e) Inspection system and corrective action procedures; and
   f) Post Orders.

2. Provide a centralized dispatching service manned by experienced security personnel, through use of a stationary base office ("dispatch location"), located within Miami-Dade County, Broward County or Palm Beach County. A mobile transmitter/receiver, operated by field personnel, will not be considered sufficient to adequately provide such service. The dispatch location shall be owned and operated by the Contractor. The County reserves the right to inspect the dispatch location at any time. Contractor's key personnel, who have the authority to take immediate action on behalf of the Contractor, shall be available for contact by "local" telephone call and 2-way radio at the dispatch location on a 24-hour per day basis.

3. Meet the Performance and Payment Bond requirements as specified in Article 11 of the Contract.

4. Meet the Insurance requirements as specified in Article 10 of the Contract.

5. Provide all necessary permits, licenses and certificates for Contractor, Contractor's Security Project Manager, and Security personnel that will be assigned to the Contract, verifying compliance with all applicable federal, state and municipal laws. The security guard personnel requirements are specified in Section 3 below. The County reserves the right to interview and approve security personnel.

6. Ensure that all security guards assigned by the Contractor to perform security guard services shall be fully trained in the requirements of the service, shall meet all contract requirements, and shall be approved for duty by the County prior to reporting for duty on original assignment. Previously approved and trained emergency relief guards for absent regular security guard personnel, is required.

7. Have communication equipment that meets the requirements as specified in Section 6(B).

C. **Security Guard Personnel Requirements**

Level 2 security guards shall meet the following minimum requirements or standards regarding background, education, experience, health, citizenship and security requirements, to be eligible to perform security guard services requested herein, unless specifically and individually waived by the County Project Manager or designee.

1. Minimum Age: Security guard shall be a minimum of 21 years of age.

2. Driver's License: A valid State of Florida driver's license (required if assigned to roving patrol).

3. Licensing/Certification Requirements: Security guard shall be licensed by the state of Florida with a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All security guards shall maintain licensing requirements at all times while providing service to the County. Any person directing the activities of the security guards shall also meet the licensing requirements, per Florida Statute 493.6303, and possess a Class "MB" license and a Class "M" license, if applicable. Contractor's personnel shall maintain their qualifications at a standard consistent and equivalent to the qualification listed in this Agreement.

4. Background Check: All levels of security guards shall have a state and national criminal history background check, completed prior to providing service to the County, and shall be certified by the FDLE as having no felony conviction record. Misdemeanor convictions will be evaluated on a case-by-case basis, and may be grounds for disqualification, at the discretion of the County. A security guard may not provide services to the County, if security guard has:

   a. Any felony, sexual or domestic violence conviction;
   b. Been discharged from the military under any conditions other than honorable; and/or
   c. Any history of irresponsible behavior, including, but not limited to, a problem employment record, as determined by the County Project Manager or designee.

Note: The Contractor may obtain these background checks from a private source, or may utilize the services of Miami-Dade County Employment Recruitment Department, at the established cost of the requested service.

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5. Citizenship Status: Security guard shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card, Form 1-151, 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, or a completed I-9 Form.

6. English Language Literacy Requirements: Security guard shall be fully literate (i.e., read and write) in the English language and be able to clearly speak English.

7. Medical Test and Health Requirements: Security guard 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 guard's ability to perform the services herein.

   The security guard shall:
   a) Be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;
   b) Be free from any communicable disease;
   c) Be alcohol and drug free;
   d) Possess binocular vision, correctable to 20/20 (Snellen);
   e) Not be colorblind; and
   f) Be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without benefit of artificial hearing devices.

8. Educational Background and Experience: Level 2 security guards shall possess, at a minimum, a high school diploma or certified equivalency diploma, and be able to document a work history or educational background which includes at least **one** of the following qualifications:

   Level-2 Security Guard/Site Supervisor
   - Minimum of five years experience as a licensed security guard;
   - Minimum of two years military experience;
   - Civilian or Military law enforcement or Corrections accreditation;
   - Four-year (bachelor's) degree from an accredited college or university;
   - Two-year (associate) degree from an accredited college and one year experience as a licensed security guard.

The County may consider alternate qualifications.

Notes: a) All required experience shall be from within the US or its territories; b) all experience shall be fully and readily verifiable; and c) applicants with military service shall provide a copy of the DD-214L form and have received a honorable discharge from duty in order to be accepted. The County Project Manager or designee may consider and approve alternate forms of proof.

D. Training Requirements

The Contractor shall provide mandatory, on-site orientation training to all security guards as specified in the Post Orders, prior to duty assignment. The training shall consist of, but

not be limited to, a) general and specific orders of the STD location, b) policy and specific procedures for responding to emergencies at the STD location, c) procedures for access control and operation of the security system, d) report writing, e) safety and fire prevention, f) police authority and jurisdiction, g) identification, and h) other security matters.

Training shall be conducted by the Contractor's Site Supervisor, and shall take place prior to commencing the services required herein. Prior to completion of training, security guards shall not be in an active duty status and may not be placed on duty at any STD location to which the security guard is being assigned. The measure of success for the training will be the effectiveness with which the security guard is able to perform post duties. The County shall be the sole assessor of the effectiveness of the training.

The County will reimburse Contractor for the training of security guards assigned to the STDs, at the contracted hourly rate (see Section 2.D), for up to four hours of work for each guard who is approved, and after the guard has completed 160 hours (one month) of work after said training.

3. Security Guards Specific Tasks and Responsibilities

Depending on the needs of each STD location, the County may require slight variations, as issued in the NTP, on the tasks and responsibilities outlined below. The following tasks and responsibilities shall be performed by security personnel employed by the Contractor to provide security guard services to the STDs.

A. Site Supervisor

The Site Supervisor shall a) be assigned as a security guard at the STD location, with additional responsibilities at the site to include but not be limited to, a) supervising security guards, on-site training and work direction to guards, b) remaining in instant communication with the Contractor's central dispatch location, c) observing the condition and performance of the other guards, the condition of the guard house, the guard house environment and level of activity. Duties may also include the tasks and responsibilities listed below for Security Guard.

B. Security Guard

The Security Guard shall:

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

b) Maintain good personal and uniform appearance and be courteous to the public at all times. Uniforms shall be clean and pressed and include name tags as specified in Section 6(B).

c) Maintain order and use good judgment and discretion in handling unruly or trespassing public.

d) Maintain daily logs and write daily reports, and incident reports. Incident reports shall be on a pre-approved County form.

e) Operate a marked motor vehicle where required (if assigned to roving patrol).

f) Maintain a professional atmosphere within areas of assignment.

g) 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 security guard to ensure at the start of each shift that this policy is followed, (e.g., security guards need to be sure that there are no newspapers, unauthorized

reading materials, televisions, cell phones, or any other unauthorized items in the area of the post) because security guards will be held responsible and liquidated damages will be assessed.

Note: The security guard personnel are not empowered to question, refuse entrance to the STD, or unnecessarily detain anyone who wishes to enter the STD.

4. Reporting Requirements

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 Project Manager or designee can conduct further investigation, if needed. All bound logbooks become the property of the County upon its replacement. 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. Upon expiration of the contract or earlier as required by County Project Manager or designee, the Contractor shall deliver all such logbooks to the County, at a place to be determined by the County Project Manager.

B. A copy of all reports and all major incidents shall be furnished to the County Project Manager or designee.

C. An incident report shall be completed whenever any unusual events and/or criminal event occur. Such events include, but are not limited to, discharge of firearms, major criminal act or any safety hazards. Security guards shall consult the Contractor's Site Supervisor when in doubt about any reports. If there are any injuries, 911 should be called immediately. The central dispatch location shall be notified immediately after calling 911.

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 central dispatch location immediately after the incident occurs.

5. Equipment, Materials and Supplies

A County Supplied Items

The County will furnish, at no cost to the Contractor, the following materials and equipment, to be used only in connection with the services being provided to the County:

a) Guardhouse with a light, and related keys, including written operation procedures and instructions. Restroom and drinking water facilities are located at the guardhouse site.

b) Telephone to be used for official business only. Personal use of the telephone by security guards is strictly forbidden, except in case of emergency. Unauthorized use will be subject to imposition of applicable penalties or fines by the County.

c) Forms: A sample of required forms and other documentation used in reporting procedures at specific locations will be provided or approved by the County , if site specific.

d) Desk Books which will contain complete duty instructions for manning the post (District Post Orders), plus any special emergency procedure instructions.

Note: County issued property shall be used only for official business in the performance of the services requested herein. All property furnished by the County shall remain the property of the County. Upon termination of the contract, or at the request of the County at any time, the Contractor shall render an accounting of all such property. All equipment issued by the County to the Contractor will be issued on Receipt of Property or other similar issue documents. Any property furnished by the County to fulfill contract requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be subject to invoice deduction adjustments.

B. Contractor Supplied Items

The Contractor shall furnish, install, operate, and maintain in acceptable condition the following:

a) Communication Equipment: A two-way radio (transmitter-receiver), licensed for use by the FCC, is required for each guardhouse. This 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 Project Manager or designee prior to the issuance of NTP. 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 NTP will not be issued.

b) Special Equipment: One working flashlight (two "D" cell size or larger) shall be available at the guardhouse. Contractor shall be responsible for maintain a supply of replacement batteries.

c) Uniforms: Each security guard shall wear a complete, clean, well-fitting uniform as is initially approved by the County. Uniform shall include a shirt and cap. Uniforms, and the wearing of them, shall in general conform to standards and usage prescribed and in effect for security guards. All security guard personnel performing the services requested herein shall wear the same color and style of uniform. The Contractor shall supply a cold-weather jacket for each security guard required to perform duties while exposed to cold or wet weather conditions. All cold or wet weather clothing shall be identical in style and color for each guard.

An appropriately lettered breast badge and cap ornament indicating the Contractor's name shall be worn and prominently displayed as part of the uniform. Shoulder patches lettered to indicate the identity of the Contractor shall be worn on the left shoulder of the uniform. Items shall not be removed or substituted without permission of the County, nor shall any non-regulation items such as sweaters, scarves, etc., be added.

During warm weather months, the County may, at its discretion, permit work without a cap. Failure to obey uniform regulations will result in penalty deductions to the Contractor by the County, and possible removal of the employee from duty at STD locations.

d) Security Guards, if assigned to roving patrol, shall be required to operate licensed and insured marked motor vehicles in order to conduct vehicular patrols of an area. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor. Any security guard assigned to a post where he/she will be operating a motorized vehicle, shall have a valid driver's license. The Contractor shall comply with insurance requirements as specified in Article 10 of the Contract, and the insurance shall be sufficient to cover the use of vehicle.

6. Work Practices, Standards and Duties

The Contractor shall furnish at all times trained security guards to perform the services described herein. Each security guard shall adhere to standards of behavior that promote a favorable image.

A. Standards of Conduct

The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance and integrity, and shall take such disciplinary action with respect to its employees as may be necessary.

B. Work Schedules

The criteria for establishing work schedules and the requirements for relief periods and for starting and stopping work are contained herein.

a) Posting Work Schedules

The working schedules for supervisors and guards shall be prepared and posted in the work area for continuous five-week periods. Changes to schedules shall be posted in the work area with sufficient time to insure that employees affected by a change in duty hours are properly notified. Security guards are authorized to deviate from prescribed schedules only when unusual or emergency conditions exist. Such deviations and the reasons shall be recorded in the daily log.

b) Relief

The security guard shall not leave the post until properly relieved by duty personnel assigned to the following shift, if such shift is scheduled, or unless specifically authorized by the County. The Contractor shall provide breaks as required by Federal and Florida State law. Security guards, who are on a break, shall remain at their assigned post unless relieved by a properly trained relief. Any violations may result in removal of the security guard, and/or may result in penalties.

c) Starting and Stopping Work

All security guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job, and in full uniform, until the end of their full shift or until relieved.

d) Limitations on Hours and Assignments

No security guard shall provide more than twelve hours of service, including all break periods, within a twenty-four hour period, unless the work periods are separated by an eight hour non-duty period. This limitation may be waived by the County 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 Project Manager or designee.

C. Recording Presence

Security guards shall sign in and sign out when reporting for duty and when leaving at the end of the work shifts. A "Record of Time of Arrival and Departure" form or similar form, provided by the Contractor, shall be used for this purpose. The Contractor's Site Supervisor shall sign and note time of arrival and departure in a contrasting color. All document time entries shall consist of the actual event time, not a scheduled time. Security guards shall notify dispatcher when using restroom facilities.

D. STD Post Orders

The Post Orders define the basic work to be performed by security officers at the STD locations. STD Post Orders shall be prepared and published by the County and posted at each security guard location by the Contractor. Security guards shall receive and must pass post order testing conducted by the County prior to duty assignment. Security guards shall have access to the site Post Orders at all times while on duty. No deviations from the Post Orders shall be made, except for emergencies. All Post Orders (initial or revised) must be approved by the County. Changes to the Post Orders approved by the County shall not require modification to the contract. Post Orders may include, but are not limited to, the following:

a. STD location information (e.g., operating hours, chain of command);
b. STD location 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. Safeguarding persons and property; and
l. Minimum number of hours for site orientation training.

E. Reports, Records and Desk Book

An "Officer's Desk Book" shall be maintained at the guardhouse and shall contain complete duty instructions for manning the post plus emergency procedure instructions. The Contractor's employees shall prepare required orders, instructions and reports, including reports of accidents, fires, unusual incidents and unlawful acts, and provide these reports to the County.

F. Emergency Assistance

In the event of an emergency or unusual occurrence, the security guard shall summon appropriate assistance, as may be required, such as the local fire and/or police departments, and immediately notify dispatcher.

G. Lost and Found

The security guard personnel shall receive and safely store lost and found articles pending return to owner or for other appropriate disposal, as determined by the County. Contractor shall notify the County at the County's next inspection visit of the status of any lost or found articles.

H. Hazardous Conditions

The security guard personnel shall report daily, in accordance with procedures in the Officer's Desk Book, potentially hazardous conditions and items in need of repair.

I. Removal from Duty

If the County Project Manager determines a Contractor is disqualified or unfit for duty, the County Project Manager will request that the Contractor immediately remove said security guard from duty. The Contractor must comply with all such requests.

a) Disqualification

A security guard may be disqualified for duty if any of the following are developed as facts pursuant to a suitability check: a) conviction of a felony, a violent crime or a serious misdemeanor, b) record of arrest for continuing offenses, or c) falsification of information submitted for suitability check.

b) Unfit for Duty

For clarification, a determination of unfitness may be made from, but not limited to, incidents involving the most immediate identifiable types of misconduct or delinquency as set forth below:

- Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, or refusing to render assistance or cooperate in upholding the integrity of the security program at the STD.
- Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- Disorderly conduct, use of abusive or offensive language intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient guardhouse operation.
- Theft, vandalism, or any other criminal actions.
- Selling, consuming or being under the influence of intoxicants, drugs or substances which produce similar effects.
- Unethical or improper use of official authority or credentials.
- Unauthorized use of communications equipment or County property.
- Violation of security procedures or regulations.
- Recurring tardiness.
- Failure to have display proper identification or produce applicable registration.
- Use of County telephones for purposes other than to report to supervisors or to report emergencies.

J. Replacement Employees

The Contractor shall provide the training outlined in Section 2(D), to each replacement security guard prior to the security guard start of work at any STD location. All security guards shall be approved by the County Project Manager or designee prior to assignment to STD.

K. Waivers

When an unusual, short-term unavailability of regularly assigned security guards exists, the County, in writing, and prior to the security guard's commencement of duty, may waive

training requirements. The Contractor shall limit the use of any untrained or unqualified guards to a period not-to-exceed a cumulative total of 40 hours for that security guard.

L. Weapons

No guns, night sticks, stun guns, handcuffs or other weapons are permitted at the guard post.

7. Penalties and Deductions

The following penalties for nonperformance or unsatisfactory performance may be imposed by the County against the Contractor.

A. Major Incidents

Any major incidents, as determined by the County Project Manager or designee, may result in a fine of $100.00 per incident. Major incidents, may include but not limited to:

- Failure to provide security guard coverage.
- Security guard sleeping on duty.
- Security guard working under the influence of drugs or alcohol.
- Security guard participating in any collusion of criminal activity such as theft, vandalism, sale of drugs or alcohol.
- Falsifying logbook entries or status reports.
- Failure to provide a written report documenting an incident or accident.
- Failure to properly train any security guard employee.
- Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.
- A security guard working over 13 consecutive hours at guard post.

B. Minor Incidents

Any minor incident, as determined by the County Project Manager or designee, may result in a $50.00 fine per incident. Minor incidents may include but not limited to:

- Improper uniform or unsatisfactory appearance.
- Failure to make prescribed communication checks.
- Failure to provide specified inspections.
- Failure to post company-supplied nameplate.
- Failure to properly equip security officer.
- Security guard conducting personal affairs while on duty.

Note: The deduction schedule will be applied separately for each documented violation. All compliance deductions will be applied by the County against the Contractor's invoice.

C. Violations

The County Project Manager or designee may write violation reports. Any violations committed by the Contractor's personnel, will result in the suspension or removal from duty of said personnel at the discretion of the County Project Manager or designee. Violations may include, but are not limited to:

i. **Personnel Violations:** These violations may include, but not limited to: tardiness, sleeping on duty, failure to follow post orders, abandoning post, failed to report for duty, inappropriate behavior, improper or badly soiled uniform, failure to make report, improper State licensure (e.g., not on person, expired), improper records, reports or

logbook, vehicle irregularities, unauthorized visitors on post, not signing in or out in logbook, personal phone use, or health deficiencies

ii. **Administrative Violations:** These violations may include, but not limited to: improperly or insufficiently equipped, no radio or inoperative radio, no vehicle or inoperative vehicle, inadequate writing skills, inadequate training, lack of contract supervision, excessive hours on duty (not approved in advance by County), violations of local, State, or Federal laws, Regulations, or Ordinances, criminal records check not complete or hired security guards with criminal records, difficulty in speaking or understanding English, and/or being understood by others, failure to have current post orders on site, or invoicing discrepancies/inaccuracies.

iii. **Special Violations:** These violations may include, but not limited to: reassignment of any personnel previously suspended or removed from duty by the County; failure to notify the County of an arrest of personnel; improper internal employee fines or wage practices; false statements or falsification of any documents required by the County.

iv. **Repeated Violations**: Repeated violations of any type or a particularly serious violation at the same STD location may result in the removal of the Contractor from the STD by the County. The STD may be assigned to another Contractor. Similarly, new or existing STDs may be assigned to a different Contractor, in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing Contractor. See Section 11, Assignment and Movement of STD locations.

8. Documentation

All records pertinent to administration and management of the Services shall be maintained at a local office and are subject to inspection by the County at any time.

A. Contractor shall maintain, at a minimum, the following documents at the central dispatch station:
- Financial records: invoices, employee payroll and other associated backup documentation;
- FCC License;
- Log Books;
- Incident Reports; and
- Employee Personnel File.

B. 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 hereunder. A copy of said violations shall be placed in the employees personnel file. The personnel files shall contain copies of, but not limited to, the following documents:

- FDLE and national criminal background check which shall be updated on a yearly basis;
- Medical examination, including drug test results, which shall be updated, on a yearly basis;
- Training test results along with a copy of the test;
- Proof of education and experience;

- State Security Officer licenses "D", "G" and "DI" as applicable;
- Employment application and verifications of prior employment;
- Proof of certification for Law Enforcement experience;
- A copy of DD-214 Long form for Military and Coast Guard experience;
- A copy of a valid State of Florida Drivers license, with documentation of five year driver's history; and
- Proof of Citizenship, Resident Alien card or Work Permit.

Note: Failure to comply with any of these requirements constitutes a material breach of the contract, and may result in non-performance penalties.

9. Progress Meetings

The County may hold mandatory meetings, at the discretion of the County Project Manager or designee, for the purpose of discussing issues relevant to the performance and/or administration of the security guard services provided by the Contractor. The County Project Manager or designee, reserves the right to schedule meetings at any time during the contractual period by notifying Contractor, by phone or in writing. The Contractor's Account Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Project Manager or designee unless specifically waived by the County Project Manager or designee. In emergency cases, advanced notice is not required.

10. Assignment and Movement of STD Locations

The County reserves the right to assign additional STDs to a Contractor after award. Any assignment of additional STDs, after initial award, will be subject to negotiations. This Contract will be supplemented by a Notice-To-Proceed, identifying the additional STD(s) and pricing information for providing the security guard services. Future STDs requesting the security guard services will be assigned a Contractor using the above method of assignment, except for cause as approved by the County.

Additionally, movement of Contractors between STDs, by the County, may also occur after contract award, to meet the County's needs. The County may delete a STD from a contract, when in the sole determination of the County; it is in the County's best interests.

11. Hourly Wages/Benefits

A. Living Wage
The Contractor shall comply with the provisions of Section 2-8.9 of the Code of Miami-Dade County, also known as the Living Wage Ordinance (Appendix C, Supplemental General Condition – Living Wage), and hereby acknowledges awareness of the penalties for non-compliance.

B. Additional Hourly Compensation
In addition to the applicable Living Wage rates, Contractor shall provide compensation of an additional $.50 per hour for security guards and $1.50 per hour for security guard supervisors. Such compensation shall be monetary, and not in the form of a fringe benefit.

C. Fringe Benefits
Security guards shall be considered full-time employees entitled to all fringe benefits normally received in established security service companies.

D. Overtime

Overtime payment will be at a maximum rate of one and a half times the regular hourly wages. Overtime hours shall be paid to the employee, by the Contractor, for all hours in excess of 40 hours per week. As a matter of confirmation, overtime work only occurs after 40 hours of work, in a given week, by a given individual. Further, overtime work shall not be allowed during the normal eight-hour work day.

The County will compensate the Contractor for overtime pay only when caused by special request of the County or by Force Majeure, as determined by the County. Each occurrence will require an individual waiver provided by the County Project Manager or designee, prior to the commencement of the overtime work. Additionally, there are eight holidays, on which, if service is provided, the overtime rate applies. The eight holidays are New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

Appendix B

Price Schedule

Price shown below are the hourly rates for providing the services as stated in Scope of Services (Appendix A), for the term of the contract, including any option or extension period.

Four Way Lodge Estates	
Hourly Billing Rates	
Hourly Billing Rate per Security Guard (stationary service)	$17.55
Hourly Billing Rate per Security Guard Supervisor (stationary service)	$18.76
Hourly Billing Rate for Use of Licensed Motor Vehicle (if applicable)	$ 2.00

Notes:

a) The above total fixed hourly rates are guaranteed, pursuant to Article 8, and include all costs necessary to provide security services, such as, wages and benefits paid to guards, cost of equipment, cost for supervision, overhead, all out-of-pocket expenses, such as travel, per diem, and miscellaneous costs and fees, as they will not be reimbursed separately by the County.

b) The County may consider an adjustment to the price based upon an increase to the Living Wage amount (refer to Article 8 of the Contract).

c) The above rates take into account the Living Wage increase for 2010-2011. Refer to Article 8 of the contract for information on Living Wage adjustments.

d) No overtime or holiday rate shall be payable by the County. If due to an emergency or Contractor scheduling, a guard must be paid overtime, this will be the responsibility of the Contractor.

e) The County will compensate for overtime pay only when caused by special request of the County or by Force Majeure.

f) Notwithstanding the hourly rates above, compensation shall be based upon the actual number of service hours performed, less any deductions/fines imposed for non-performance or other contract violations.

SUPPLEMENTAL GENERAL CONDITION

The provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) apply to this Contract. The Contractor agrees to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained from the department issuing the specifications for the Contract.

This Supplemental General Condition is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information
3. Liability for Unpaid Wages; Liquidated Damages; Withholding
4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

1. DEFINITIONS

A. "Administrative hearing officer" means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of the Living Wage Ordinance.

B. "Applicable department" means the County department(s) using the service contract.

C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.

D. "Compliance officer" means the County Manager or his/her designee to review compliance with the Living Wage Ordinance and this Administrative Order.

E. "Contract" means an agreement for services covered by the Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust.

F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.

G. "County" means the government of Miami-Dade County or the Public Health Trust.

H. "Covered employee" means anyone employed by Contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the Contractor's contract with the County.

I. Covered employer means any and all contractors and subcontractors of Contractor providing covered services. Contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:

(1) the Contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and

(2) the Contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or

(3) the Contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the Covered Services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.

J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:

(1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over $100,000 per year for the following services:

(i) food preparation and/or distribution;
(ii) security services;
(iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
(iv) clerical or other non-supervisory office work, whether temporary or permanent;

(v) transportation and parking services including airport and seaport services;
(vi) printing and reproduction services; and,
(vii) landscaping, lawn and/or agricultural services.

(2) Services Provided To Miami-Dade County Aviation Facilities: Any service that is provided by a GASP Permittee to a Miami-Dade County Aviation Department Facility or any other service Contractor that provides any of the following services to a Miami-Dade County Aviation Department facility is a covered service without reference to any contract value.

(i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;

(ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;

(iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;

(iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate

distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;

(v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;

(vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Contractor has contracted to supply such services;

(vii) Janitorial Services;

(viii) Delayed Baggage Services;

(ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,

(x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.

K. "Debar" means to exclude a Contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.

L. "Living wage" means the minimum hourly pay rate with or without health benefits as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.

M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on

complaints filed by employees and making recommendations to the County Mayor and Commission.

N. "Project manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

2. MINIMUM WAGES AND POSTING OF INFORMATION

A. All covered employees providing covered services shall be paid a living wage of no less than $13.29 per hour or $11.60 per hour with qualifying health benefits, as described in this section and in the Living Wage Ordinance. When the covered employer seeks to comply with the Living Wage Ordinance by choosing to pay the wage rate applicable, when also paying qualifying health benefits, such health benefits shall consist of at least $1.69 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the applicable department to qualify for the wage rate for employees with health benefits.

B. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.

C. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

D. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of Small Business Development, 111 NW 1st Street, Suite 1080, Miami, FL 33128, (305) 375-3111.

E. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such Contractor.

3. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. In the event of any underpayment of required wage rates, the Contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to $500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.

B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Small Business Development (SBD) for depository into the SBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.

C. The County may withhold from Contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the Contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

4. PAYROLL; RECORDS; REPORTING

A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.

B. The Contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.

C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.

D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees fired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.

E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The Contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. SUBCONTRACTS

The Contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The Contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT

A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.

B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:

(1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;

(2) The penalties assessed;

(3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,

(4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.

C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.

D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.

E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a Contractor that has been found to violate Section 2-8.9.

F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed five (5) years, a Contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Manager determines a covered employer failed to comply with these provisions a third time, the non-complying covered employer's service contract with the County may be terminated.

G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment, and any other remedies available to the County.

Security Guard Services for Special Taxing Districts

Morningside
Royal Oaks East
Royal Oaks Section One

Contract No. RFP717E

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Kent Security Services, Inc., a corporation organized and existing under the laws of the Florida, having its principal office at 14600 Biscayne Boulevard, North Miami Beach, Florida 33181 (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. 717 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 August 25, 2010, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such security guard services for the Special Taxing Districts, 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 "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), the Price Schedule (Appendix B), Supplemental General Condition – Living Wage (Appendix C), RFP No. 717 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

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

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

d) The word "Contractor" to mean Kent Security Services, Inc., Inc. and its permitted successors and assigns.

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

f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

g) 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.

h) The words "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.

i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.

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

l) 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.

m) 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.

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) the Price Schedule (Appendix B), and Supplemental General Condition – Living Wage (Appendix C), 3) the Miami-Dade County's RFP No. 717 and any associated addenda and attachments thereof, and 4) 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) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

b) 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.

c) 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.

d) 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.

e) 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 stated on the cover page of this Contract and shall end on the last day of the 24th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for three, two-year periods. 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.

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 Project Manager:

Miami-Dade County
Public Works Department
111 NW 1st Street, 16th Floor
Miami, Florida 33128
Attention: Department Director
Phone: 305-375-2960
Fax: 305-375-3338

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) 375-5502
Fax: (305) 375-2316

(2) To the Contractor

Kent Security Services, Inc.
14600 Biscayne Boulevard
North Miami Beach, FL 33181
Attention: Gil Neuman
Phone: (305) 919-9400
Fax: (305) 919-9590
E-mail: gneuman@kentsecurity.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 pursuant to Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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 Living Wage adjustments as provided below; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

The County may consider a request from the Contractor for a price adjustment at such time that there is an increase in the Living Wage. Such consideration may take into account the difference between the amount paid to the employee (minus the $.50 for security guard, and the $1.50 for security guard supervisor, per Appendix A, Scope of Services, Section 11), and the new Living Wage amount, as well as any associated mandatory costs imposed on Contractor for said increase, such as Federal, State, and Local taxes, etc. Any price adjustment to the hourly rates herein cannot exceed the Living Wage increase percentage amount for that fiscal year.

Note: In the event that the contract effective date is after October 1, 2011, the Contractor has the right to request the price adjustment if there was an increase to the Living Wage for 2011-2012, as the Contractor must comply with the 2011-2012 fiscal year Living Wage 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 will bill the County at the end of each month, for the previous month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. The payment of all charges billed for services rendered will be subject to County review and imposition of applicable deductions, penalties and fines for nonperformance or other contract violations. 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, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. 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
Public Works Department
111 NW 1st Street, Suite 1510
Miami, FL 33128
Attention: Donald Tock, Chief, Special Taxing District
Telephone: (305) 375-2702

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 the Department of Procurement Management, 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 vendor as required by Florida Statute 440.

2. Public Liability Insurance on a comprehensive basis, including Personal Injury Liability, 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 Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, 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 ten (10) business days after notification of recommendation to award. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business 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 fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be

rescinded, unless such timeframe 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. PERFORMANCE AND PAYMENT BOND

The Contractor shall execute and deliver to the County (prior to the issuance of a Notice-To-Proceed), Contractor's Performance and Payment Bond in the amount of 10% of the total annual contract amount, as estimated by the County (separate bond for each site awarded), prepared on the applicable County bond form(s). The Bond(s) may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength as set forth below:

Surety Bond Qualifications: The following specifications shall apply to all types of bonds.

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's 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

On bond amount of 500,000 or less, the 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 invitation to bid 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 U.S.C. 9304-9308.

B. 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. The attorney-in-fact or other officer who signs the bond for a surety company must file with such bond a certified copy of his power of attorney authorizing him to do so. The bond must be countersigned by the surety's resident Florida Agent.

The Contractor may in lieu of a surety bond, submit a cash bond, conditioned upon the faithful performance of the work in strict accordance with this Contract and with the Scope of Services and the completion of the same free from all liens and within the time limit herein specified. The bond shall be so worded as to make the Contract a part thereof and shall contain a clause providing the right of suit or action for whose benefit said bond shall be executed as disclosed by the text of said Bond and Contract to the same extent as if he or they were the obligee or obligee therein specifically mentioned, and all such persons shall be held or deemed to be obligee thereof.

Florida Statutes 255.05 provide for the following conditions to be made in all Performance and Payment Bonds relating to public projects.

"A claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection."

"A claimant who is not in privity with the Principal and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment."

"No action for the labor, materials, or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies."

ARTICLE 12. 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 13. 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 14. 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 15. 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 Contractor's 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 Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the 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 Project Manager. In the event that the Contractor and the 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 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 16. 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 17. 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 18. AUDITS

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, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. 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 19. 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 20. 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 21. 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 Contractor 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 22. 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 23. 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 24. TERMINATION 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.

d) In the event that the County exercises its right to terminate this Agreement, 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, 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 up to the Effective Termination Date; and

ii. noncancelable 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 but not incorporated in the Services.

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

ARTICLE 25. 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 timeframe 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 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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 27. 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 28. PERFORMANCE GUARANTEES

The Contractor shall pay penalties resulting from its failure to meet all contractual requirements or standards. The County will deduct the amount of the penalties from subsequent payments due for service rendered by the Contractor.

- The 1st violation may result in penalties of $100.00.
- The 2nd violation may result in penalties of $200.00.
- The 3rd violation may result in penalties of $300.00.
- The 4th and subsequent violation may result in penalties of $300.00 and a non-performance report being generated.

This graduation of penalties will occur with the involvement of the same location, same Contractor's personnel, or a pattern of the same incidents at the locations (e.g. no radios, lack

of supervision, etc.). Any violations committed by Contractor's personnel may result in the suspension or removal from duty of said personnel at County site, at the discretion of the County Project Manager or designee.

A written notice of a violation and intent to impose penalties shall be provided to the Contractor in the form of an Infraction Report. Violations reports shall be issued to the Contractor promptly by the County Project Manager or designee, in order to afford the Contractor time to notify the County of extenuating circumstances.

ARTICLE 29. 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 30. 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 31. 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 acknowledges 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 Contractor 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 32. 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 33. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. ***Miami-Dade County Ownership Disclosure Affidavit***
(Section 2-8.1 of the County Code)

2. ***Miami-Dade County Employment Disclosure Affidavit***
(Section 2.8-1(d)(2) of the County Code)

3. ***Miami-Dade Employment Drug-free Workplace Certification***
(Section 2-8.1.2(b) of the County Code)

4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
(Section 2-8.1.5 of the County Code)

5. ***Miami-Dade County Debarment Disclosure Affidavit***
(Section 10.38 of the County Code)

6. ***Miami-Dade County Vendor Obligation to County Affidavit***
(Section 2-8.1 of the County Code)

7. ***Miami-Dade County Code of Business Ethics Affidavit***
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. ***Miami-Dade County Family Leave Affidavit***
(Article V of Chapter 11 of the County Code)

9. ***Miami-Dade County Living Wage Affidavit***
(Section 2-8.9 of the County Code)

10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
(Article 8, Section 11A-60 11A-67 of the County Code)

11. ***Subcontracting Practices***
(Ordinance 97-35)

12. ***Subcontractor /Supplier Listing***
(Section 2-8.8 of the County Code)

13. ***Environmentally Acceptable Packaging***
(Resolution R-738-92)

14. ***W-9 and 8109 Forms***
(as required by the Internal Revenue Service)

15. ***FEIN Number or Social Security Number***
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
   - Identification of individual account records
   - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
   - Tax reporting purposes
   - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. ***Office of the Inspector General***
(Section 2-1076 of the County Code)

17. ***Small Business Enterprises***
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. ***Antitrust Laws***
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that 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, competing or applying for a contract, 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. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 34. 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, 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 35. 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 Small 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.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits

and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

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 36. 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, 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 37. 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 Project Manager in regard to remedying the situation.

ARTICLE 38. 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 39. 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 40. 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. Venue shall be Miami-Dade County.

ARTICLE 41. 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 the solicitation referenced on the first page of this Contract, 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. Contractor 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 42. SUPPLEMENTAL GENERAL CONDITION (LIVING WAGE)

The provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) apply to this Contract. The Contractor shall comply with the provisions of Section 2-8.9, as presented in the Supplemental General Condition (Appendix C), and shall acknowledge awareness of the penalties for non-compliance.

ARTICLE 43. 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.

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: Gil NEUMAN	Name: _____
Title: CEO	Title: _____
Date: June 16 2011	Date: _____
Attest: Camille A. Flores	Attest: _____
Corporate Secretary/Notary Public	Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
	_____
	Assistant County Attorney

CAMILLE A. FLORES
Commission # DD 986942
My Commission Expires
April 26, 2014

SCOPE OF SERVICES

APPENDIX A

1. Background

In Miami-Dade County (the County), a Special Taxing District (STD) is a mechanism used by communities, wherein property owners elect to pay special assessments levied on their properties in order to receive public services and/or improvements, which could not otherwise conveniently or equitably be provided. In the County, some of these services include security guard services.

The County, as represented by the Miami-Dade County Public Works Department, is contracting for professional Level 2, unarmed security guard services to provide a visible safety and passive security program at Morningside, Royal Oaks East, and Royal Oaks Section One STDs.

The Contractor shall maintain a Class "B", Security Agency, or Class "BB" License, Security Agency Branch Office License, issued by the State of Florida, Division of Licensing, during the term of the contract, including extensions and renewals thereof.

2. REQUIREMENTS AND SERVICES TO BE PROVIDED

A. General Requirements

The Contractor shall furnish management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at the STD location for this Contract. During the term of the Contract, other additional STD locations may be added at the discretion of the County (refer to Section 11).

The Contractor shall:

1. Provide continuous twenty-four hour a day, 365 days per year, unarmed security services for the purpose of providing a visible safety and passive security program at the STD locations awarded.

2. Provide security guard service at the STD locations' guardhouses, as specified herein. The guardhouses shall be provided with a two-way radio (transmitter-receiver) furnished by the Contractor. The service will consist of at least one unarmed security guard operating at the guardhouse, located at the entrance to the community at the STD locations.

3. Issue to each security guard assigned to this project, an approved identification badge. Said identification badge shall be worn while on duty at all times. The badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.

4. Issue uniforms to each security guard, which are the same for each class of employees (security guard and security supervisors). The style and color must be distinguishable from the uniform of any police agency in the County.

5. Display the Post Orders, at each security guardhouse, as specified in Section 7(D).

7. Provide, to each employee performing security guard services, sufficient training in basic security guard duties, as specified in Section 2(D) below. This training shall take place prior to the security guard commencing the services required herein.

8. Provide a security guard, designated as a full-time Site Supervisor, for ***each*** guardhouse, who shall inspect the location at least once per shift, seven days per week. Documentation of a sufficient number of personnel scheduled, so as to fulfill this requirement, shall be required.

9. Provide the following documents, as specified in Section 2(C) below; for each security guard assigned to guard post, prior to the security guard start of work in the STD.
   i. Urinalysis reports (by outside agency within preceding 60 days)
   ii. Medical examination reports (dated within preceding 60 days)
   iii. Training certification
   iv. Proof of minimum education requirements
   v. Licenses
   vi. Results of background check to include Florida Dept. of Law Enforcement (FDLE) certification of no felony record (dated within the preceding 60 days)
   vii. Proof of citizenship or work permit or INS I-9 certification

B. <u>Requirements Prior to Notice-To-Proceed</u>

The County will issue a Notice-To-Proceed (NTP) after the Contractor has met the following requirements, but no later than 30 days after the execution of the Contract. The County reserves the right to terminate the contract if these requirements are not met within 30 days of contract execution. Contractor shall commence work upon issuance of the NTP by the County. The Contractor shall:

1. Immediately after the award of the contract and prior to the NTP, conduct an on-site and in-depth review of the total contract requirements covering the following:
   a) Policy and specific procedures for responding to an emergency;
   b) Proposed security personnel eligibility documentation;
   c) Proposed security personnel training procedures;
   d) Communication system;
   e) Inspection system and corrective action procedures; and
   f) Post Orders.

2. Provide a centralized dispatching service manned by experienced security personnel, through use of a stationary base office ("dispatch location"), located within Miami-Dade County, Broward County or Palm Beach County. A mobile transmitter/receiver, operated by field personnel, will not be considered sufficient to adequately provide such service. The dispatch location shall be owned and operated by the Contractor. The County reserves the right to inspect the dispatch location at any time. Contractor's key personnel, who have the authority to take immediate action on behalf of the Contractor, shall be available for contact by "local" telephone call and 2-way radio at the dispatch location on a 24-hour per day basis.

3. Meet the Performance and Payment Bond requirements as specified in Article 11 of the Contract.

4. Meet the Insurance requirements as specified in Article 10 of the Contract.

5. Provide all necessary permits, licenses and certificates for Contractor, Contractor's Security Project Manager, and Security personnel that will be assigned to the Contract, verifying compliance with all applicable federal, state and municipal laws. The security guard personnel requirements are specified in Section 3 below. The County reserves the right to interview and approve security personnel.

6. Ensure that all security guards assigned by the Contractor to perform security guard services shall be fully trained in the requirements of the service, shall meet all contract requirements, and shall be approved for duty by the County prior to reporting for duty on original assignment. Previously approved and trained emergency relief guards for absent regular security guard personnel, is required.

7. Have communication equipment that meets the requirements as specified in Section 6(B).

C. Security Guard Personnel Requirements

Level 2 security guards shall meet the following minimum requirements or standards regarding background, education, experience, health, citizenship and security requirements, to be eligible to perform security guard services requested herein, unless specifically and individually waived by the County Project Manager or designee.

1. Minimum Age: Security guard shall be a minimum of 21 years of age.

2. Driver's License: A valid State of Florida driver's license (required if assigned to roving patrol).

3. Licensing/Certification Requirements: Security guard shall be licensed by the state of Florida with a valid Class "D" license from the Florida Department of State, pursuant to Florida Statute 493. All security guards shall maintain licensing requirements at all times while providing service to the County. Any person directing the activities of the security guards shall also meet the licensing requirements, per Florida Statute 493.6303, and possess a Class "MB" license and a Class "M" license, if applicable. Contractor's personnel shall maintain their qualifications at a standard consistent and equivalent to the qualification listed in this Agreement.

4. Background Check: All levels of security guards shall have a state and national criminal history background check, completed prior to providing service to the County, and shall be certified by the FDLE as having no felony conviction record. Misdemeanor convictions will be evaluated on a case-by-case basis, and may be grounds for disqualification, at the discretion of the County. A security guard may not provide services to the County, if security guard has:

   a. Any felony, sexual or domestic violence conviction;
   b. Been discharged from the military under any conditions other than honorable; and/or
   c. Any history of irresponsible behavior, including, but not limited to, a problem employment record, as determined by the County Project Manager or designee.

Note: The Contractor may obtain these background checks from a private source, or may utilize the services of Miami-Dade County Employment Recruitment Department, at the established cost of the requested service.

5. Citizenship Status: Security guard shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card, Form 1-151, 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, or a completed I-9 Form.

6. English Language Literacy Requirements: Security guard shall be fully literate (i.e., read and write) in the English language and be able to clearly speak English.

7. Medical Test and Health Requirements: Security guard 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 guard's ability to perform the services herein.

   The security guard shall:
   a) Be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;
   b) Be free from any communicable disease;
   c) Be alcohol and drug free;
   d) Possess binocular vision, correctable to 20/20 (Snellen);
   e) Not be colorblind; and
   f) Be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without benefit of artificial hearing devices.

8. Educational Background and Experience: Level 2 security guards shall possess, at a minimum, a high school diploma or certified equivalency diploma, and be able to document a work history or educational background which includes at least **one** of the following qualifications:

   Level-2 Security Guard/Site Supervisor
   - Minimum of five years experience as a licensed security guard;
   - Minimum of two years military experience;
   - Civilian or Military law enforcement or Corrections accreditation;
   - Four-year (bachelor's) degree from an accredited college or university;
   - Two-year (associate) degree from an accredited college and one year experience as a licensed security guard.

The County may consider alternate qualifications.

Notes: a) All required experience shall be from within the US or its territories; b) all experience shall be fully and readily verifiable; and c) applicants with military service shall provide a copy of the DD-214L form and have received a honorable discharge from duty in order to be accepted. The County Project Manager or designee may consider and approve alternate forms of proof.

D. Training Requirements

The Contractor shall provide mandatory, on-site orientation training to all security guards as specified in the Post Orders, prior to duty assignment. The training shall consist of, but

not be limited to, a) general and specific orders of the STD location, b) policy and specific procedures for responding to emergencies at the STD location, c) procedures for access control and operation of the security system, d) report writing, e) safety and fire prevention, f) police authority and jurisdiction, g) identification, and h) other security matters.

Training shall be conducted by the Contractor's Site Supervisor, and shall take place prior to commencing the services required herein. Prior to completion of training, security guards shall not be in an active duty status and may not be placed on duty at any STD location to which the security guard is being assigned. The measure of success for the training will be the effectiveness with which the security guard is able to perform post duties. The County shall be the sole assessor of the effectiveness of the training.

The County will reimburse Contractor for the training of security guards assigned to the STDs, at the contracted hourly rate (see Section 2.D), for up to four hours of work for each guard who is approved, and after the guard has completed 160 hours (one month) of work after said training.

3. Security Guards Specific Tasks and Responsibilities

Depending on the needs of each STD location, the County may require slight variations, as issued in the NTP, on the tasks and responsibilities outlined below. The following tasks and responsibilities shall be performed by security personnel employed by the Contractor to provide security guard services to the STDs.

A. Site Supervisor

The Site Supervisor shall a) be assigned as a security guard at the STD location, with additional responsibilities at the site to include but not be limited to, a) supervising security guards, on-site training and work direction to guards, b) remaining in instant communication with the Contractor's central dispatch location, c) observing the condition and performance of the other guards, the condition of the guard house, the guard house environment and level of activity. Duties may also include the tasks and responsibilities listed below for Security Guard.

B. Security Guard

The Security Guard shall:

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

b) Maintain good personal and uniform appearance and be courteous to the public at all times. Uniforms shall be clean and pressed and include name tags as specified in Section 6(B).

c) Maintain order and use good judgment and discretion in handling unruly or trespassing public.

d) Maintain daily logs and write daily reports, and incident reports. Incident reports shall be on a pre-approved County form.

e) Operate a marked motor vehicle where required (if assigned to roving patrol).

f) Maintain a professional atmosphere within areas of assignment.

g) 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 security guard to ensure at the start of each shift that this policy is followed, (e.g., security guards need to be sure that there are no newspapers, unauthorized

reading materials, televisions, cell phones, or any other unauthorized items in the area of the post) because security guards will be held responsible and liquidated damages will be assessed.

Note: The security guard personnel are not empowered to question, refuse entrance to the STD, or unnecessarily detain anyone who wishes to enter the STD.

4. Reporting Requirements

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 Project Manager or designee can conduct further investigation, if needed. All bound logbooks become the property of the County upon its replacement. 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. Upon expiration of the contract or earlier as required by County Project Manager or designee, the Contractor shall deliver all such logbooks to the County, at a place to be determined by the County Project Manager.

B. A copy of all reports and all major incidents shall be furnished to the County Project Manager or designee.

C. An incident report shall be completed whenever any unusual events and/or criminal event occur. Such events include, but are not limited to, discharge of firearms, major criminal act or any safety hazards. Security guards shall consult the Contractor's Site Supervisor when in doubt about any reports. If there are any injuries, 911 should be called immediately. The central dispatch location shall be notified immediately after calling 911.

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 central dispatch location immediately after the incident occurs.

5. Equipment, Materials and Supplies

A County Supplied Items

The County will furnish, at no cost to the Contractor, the following materials and equipment, to be used only in connection with the services being provided to the County:

a) Guardhouse with a light, and related keys, including written operation procedures and instructions. Restroom and drinking water facilities are located at the guardhouse site.

b) Telephone to be used for official business only. Personal use of the telephone by security guards is strictly forbidden, except in case of emergency. Unauthorized use will be subject to imposition of applicable penalties or fines by the County.

c) Forms: A sample of required forms and other documentation used in reporting procedures at specific locations will be provided or approved by the County , if site specific.

d) Desk Books which will contain complete duty instructions for manning the post (District Post Orders), plus any special emergency procedure instructions.

Note: County issued property shall be used only for official business in the performance of the services requested herein. All property furnished by the County shall remain the property of the County. Upon termination of the contract, or at the request of the County at any time, the Contractor shall render an accounting of all such property. All equipment issued by the County to the Contractor will be issued on Receipt of Property or other similar issue documents. Any property furnished by the County to fulfill contract requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be subject to invoice deduction adjustments.

B. Contractor Supplied Items

The Contractor shall furnish, install, operate, and maintain in acceptable condition the following:

a) Communication Equipment: A two-way radio (transmitter-receiver), licensed for use by the FCC, is required for each guardhouse. This 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 Project Manager or designee prior to the issuance of NTP. 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 NTP will not be issued.

b) Special Equipment: One working flashlight (two "D" cell size or larger) shall be available at the guardhouse. Contractor shall be responsible for maintain a supply of replacement batteries.

c) Uniforms: Each security guard shall wear a complete, clean, well-fitting uniform as is initially approved by the County. Uniform shall include a shirt and cap. Uniforms, and the wearing of them, shall in general conform to standards and usage prescribed and in effect for security guards. All security guard personnel performing the services requested herein shall wear the same color and style of uniform. The Contractor shall supply a cold-weather jacket for each security guard required to perform duties while exposed to cold or wet weather conditions. All cold or wet weather clothing shall be identical in style and color for each guard.

An appropriately lettered breast badge and cap ornament indicating the Contractor's name shall be worn and prominently displayed as part of the uniform. Shoulder patches lettered to indicate the identity of the Contractor shall be worn on the left shoulder of the uniform. Items shall not be removed or substituted without permission of the County, nor shall any non-regulation items such as sweaters, scarves, etc., be added.

During warm weather months, the County may, at its discretion, permit work without a cap. Failure to obey uniform regulations will result in penalty deductions to the Contractor by the County, and possible removal of the employee from duty at STD locations.

d) Security Guards, if assigned to roving patrol, shall be required to operate licensed and insured marked motor vehicles in order to conduct vehicular patrols of an area. Said vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor. Any security guard assigned to a post where he/she will be operating a motorized vehicle, shall have a valid driver's license. The Contractor shall comply with insurance requirements as specified in Article 10 of the Contract, and the insurance shall be sufficient to cover the use of vehicle.

6. Work Practices, Standards and Duties

The Contractor shall furnish at all times trained security guards to perform the services described herein. Each security guard shall adhere to standards of behavior that promote a favorable image.

A. Standards of Conduct

The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance and integrity, and shall take such disciplinary action with respect to its employees as may be necessary.

B. Work Schedules

The criteria for establishing work schedules and the requirements for relief periods and for starting and stopping work are contained herein.

a) Posting Work Schedules

The working schedules for supervisors and guards shall be prepared and posted in the work area for continuous five-week periods. Changes to schedules shall be posted in the work area with sufficient time to insure that employees affected by a change in duty hours are properly notified. Security guards are authorized to deviate from prescribed schedules only when unusual or emergency conditions exist. Such deviations and the reasons shall be recorded in the daily log.

b) Relief

The security guard shall not leave the post until properly relieved by duty personnel assigned to the following shift, if such shift is scheduled, or unless specifically authorized by the County. The Contractor shall provide breaks as required by Federal and Florida State law. Security guards, who are on a break, shall remain at their assigned post unless relieved by a properly trained relief. Any violations may result in removal of the security guard, and/or may result in penalties.

c) Starting and Stopping Work

All security guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job, and in full uniform, until the end of their full shift or until relieved.

d) Limitations on Hours and Assignments

No security guard shall provide more than twelve hours of service, including all break periods, within a twenty-four hour period, unless the work periods are separated by an eight hour non-duty period. This limitation may be waived by the County 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 Project Manager or designee.

C. Recording Presence

Security guards shall sign in and sign out when reporting for duty and when leaving at the end of the work shifts. A "Record of Time of Arrival and Departure" form or similar form, provided by the Contractor, shall be used for this purpose. The Contractor's Site Supervisor shall sign and note time of arrival and departure in a contrasting color. All document time entries shall consist of the actual event time, not a scheduled time. Security guards shall notify dispatcher when using restroom facilities.

D. STD Post Orders

The Post Orders define the basic work to be performed by security officers at the STD locations. STD Post Orders shall be prepared and published by the County and posted at each security guard location by the Contractor. Security guards shall receive and must pass post order testing conducted by the County prior to duty assignment. Security guards shall have access to the site Post Orders at all times while on duty. No deviations from the Post Orders shall be made, except for emergencies. All Post Orders (initial or revised) must be approved by the County. Changes to the Post Orders approved by the County shall not require modification to the contract. Post Orders may include, but are not limited to, the following:

a. STD location information (e.g., operating hours, chain of command);
b. STD location 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. Safeguarding persons and property; and
l. Minimum number of hours for site orientation training.

E. Reports, Records and Desk Book

An "Officer's Desk Book" shall be maintained at the guardhouse and shall contain complete duty instructions for manning the post plus emergency procedure instructions. The Contractor's employees shall prepare required orders, instructions and reports, including reports of accidents, fires, unusual incidents and unlawful acts, and provide these reports to the County.

F. Emergency Assistance

In the event of an emergency or unusual occurrence, the security guard shall summon appropriate assistance, as may be required, such as the local fire and/or police departments, and immediately notify dispatcher.

G. Lost and Found

The security guard personnel shall receive and safely store lost and found articles pending return to owner or for other appropriate disposal, as determined by the County. Contractor shall notify the County at the County's next inspection visit of the status of any lost or found articles.

H. Hazardous Conditions

The security guard personnel shall report daily, in accordance with procedures in the Officer's Desk Book, potentially hazardous conditions and items in need of repair.

I. Removal from Duty

If the County Project Manager determines a Contractor is disqualified or unfit for duty, the County Project Manager will request that the Contractor immediately remove said security guard from duty. The Contractor must comply with all such requests.

a) Disqualification

A security guard may be disqualified for duty if any of the following are developed as facts pursuant to a suitability check: a) conviction of a felony, a violent crime or a serious misdemeanor, b) record of arrest for continuing offenses, or c) falsification of information submitted for suitability check.

b) Unfit for Duty

For clarification, a determination of unfitness may be made from, but not limited to, incidents involving the most immediate identifiable types of misconduct or delinquency as set forth below:

- Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, or refusing to render assistance or cooperate in upholding the integrity of the security program at the STD.
- Falsification or unlawful concealment, removal, mutilation or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
- Disorderly conduct, use of abusive or offensive language intimidation by words or actions, or fighting. Also, participation in disruptive activities which interfere with the normal and efficient guardhouse operation.
- Theft, vandalism, or any other criminal actions.
- Selling, consuming or being under the influence of intoxicants, drugs or substances which produce similar effects.
- Unethical or improper use of official authority or credentials.
- Unauthorized use of communications equipment or County property.
- Violation of security procedures or regulations.
- Recurring tardiness.
- Failure to have display proper identification or produce applicable registration.
- Use of County telephones for purposes other than to report to supervisors or to report emergencies.

J. Replacement Employees

The Contractor shall provide the training outlined in Section 2(D), to each replacement security guard prior to the security guard start of work at any STD location. All security guards shall be approved by the County Project Manager or designee prior to assignment to STD.

K. Waivers

When an unusual, short-term unavailability of regularly assigned security guards exists, the County, in writing, and prior to the security guard's commencement of duty, may waive

training requirements. The Contractor shall limit the use of any untrained or unqualified guards to a period not-to-exceed a cumulative total of 40 hours for that security guard.

L. Weapons

No guns, night sticks, stun guns, handcuffs or other weapons are permitted at the guard post.

7. Penalties and Deductions

The following penalties for nonperformance or unsatisfactory performance may be imposed by the County against the Contractor.

A. Major Incidents

Any major incidents, as determined by the County Project Manager or designee, may result in a fine of $100.00 per incident. Major incidents, may include but not limited to:

- Failure to provide security guard coverage.
- Security guard sleeping on duty.
- Security guard working under the influence of drugs or alcohol.
- Security guard participating in any collusion of criminal activity such as theft, vandalism, sale of drugs or alcohol.
- Falsifying logbook entries or status reports.
- Failure to provide a written report documenting an incident or accident.
- Failure to properly train any security guard employee.
- Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.
- A security guard working over 13 consecutive hours at guard post.

B. Minor Incidents

Any minor incident, as determined by the County Project Manager or designee, may result in a $50.00 fine per incident. Minor incidents may include but not limited to:

- Improper uniform or unsatisfactory appearance.
- Failure to make prescribed communication checks.
- Failure to provide specified inspections.
- Failure to post company-supplied nameplate.
- Failure to properly equip security officer.
- Security guard conducting personal affairs while on duty.

Note: The deduction schedule will be applied separately for each documented violation. All compliance deductions will be applied by the County against the Contractor's invoice.

C. Violations

The County Project Manager or designee may write violation reports. Any violations committed by the Contractor's personnel, will result in the suspension or removal from duty of said personnel at the discretion of the County Project Manager or designee. Violations may include, but are not limited to:

i. **Personnel Violations:** These violations may include, but not limited to: tardiness, sleeping on duty, failure to follow post orders, abandoning post, failed to report for duty, inappropriate behavior, improper or badly soiled uniform, failure to make report, improper State licensure (e.g., not on person, expired), improper records, reports or

logbook, vehicle irregularities, unauthorized visitors on post, not signing in or out in logbook, personal phone use, or health deficiencies

ii. **Administrative Violations:** These violations may include, but not limited to: improperly or insufficiently equipped, no radio or inoperative radio, no vehicle or inoperative vehicle, inadequate writing skills, inadequate training, lack of contract supervision, excessive hours on duty (not approved in advance by County), violations of local, State, or Federal laws, Regulations, or Ordinances, criminal records check not complete or hired security guards with criminal records, difficulty in speaking or understanding English, and/or being understood by others, failure to have current post orders on site, or invoicing discrepancies/inaccuracies.

iii. **Special Violations:** These violations may include, but not limited to: reassignment of any personnel previously suspended or removed from duty by the County; failure to notify the County of an arrest of personnel; improper internal employee fines or wage practices; false statements or falsification of any documents required by the County.

iv. **Repeated Violations**: Repeated violations of any type or a particularly serious violation at the same STD location may result in the removal of the Contractor from the STD by the County. The STD may be assigned to another Contractor. Similarly, new or existing STDs may be assigned to a different Contractor, in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing Contractor. See Section 11, Assignment and Movement of STD locations.

8. **Documentation**

All records pertinent to administration and management of the Services shall be maintained at a local office and are subject to inspection by the County at any time.

A. Contractor shall maintain, at a minimum, the following documents at the central dispatch station:

- Financial records: invoices, employee payroll and other associated backup documentation;
- FCC License;
- Log Books;
- Incident Reports; and
- Employee Personnel File.

B. 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 hereunder. A copy of said violations shall be placed in the employees personnel file. The personnel files shall contain copies of, but not limited to, the following documents:

- FDLE and national criminal background check which shall be updated on a yearly basis;
- Medical examination, including drug test results, which shall be updated, on a yearly basis;
- Training test results along with a copy of the test;
- Proof of education and experience;

- State Security Officer licenses "D", "G" and "DI" as applicable;
- Employment application and verifications of prior employment;
- Proof of certification for Law Enforcement experience;
- A copy of DD-214 Long form for Military and Coast Guard experience;
- A copy of a valid State of Florida Drivers license, with documentation of five year driver's history; and
- Proof of Citizenship, Resident Alien card or Work Permit.

Note: Failure to comply with any of these requirements constitutes a material breach of the contract, and may result in non-performance penalties.

9. Progress Meetings

The County may hold mandatory meetings; at the discretion of the County Project Manager or designee, for the purpose of discussing issues relevant to the performance and/or administration of the security guard services provided by the Contractor. The County Project Manager or designee, reserves the right to schedule meetings at any time during the contractual period by notifying Contractor, by phone or in writing. The Contractor's Account Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Project Manager or designee unless specifically waived by the County Project Manager or designee. In emergency cases, advanced notice is not required.

10. Assignment and Movement of STD Locations

The County reserves the right to assign additional STDs to a Contractor after award. Any assignment of additional STDs, after initial award, will be subject to negotiations. This Contract will be supplemented by a Notice-To-Proceed, identifying the additional STD(s) and pricing information for providing the security guard services. Future STDs requesting the security guard services will be assigned a Contractor using the above method of assignment, except for cause as approved by the County.

Additionally, movement of Contractors between STDs, by the County, may also occur after contract award, to meet the County's needs. The County may delete a STD from a contract, when in the sole determination of the County; it is in the County's best interests.

11. Hourly Wages/Benefits

A. Living Wage

The Contractor shall comply with the provisions of Section 2-8.9 of the Code of Miami-Dade County, also known as the Living Wage Ordinance (Appendix C, Supplemental General Condition – Living Wage), and hereby acknowledges awareness of the penalties for non-compliance.

B. Additional Hourly Compensation

In addition to the applicable Living Wage rates, Contractor shall provide compensation of an additional $.50 per hour for security guards and $1.50 per hour for security guard supervisors. Such compensation shall be monetary, and not in the form of a fringe benefit.

C. Fringe Benefits

Security guards shall be considered full-time employees entitled to all fringe benefits normally received in established security service companies.

D. Overtime

Overtime payment will be at a maximum rate of one and a half times the regular hourly wages. Overtime hours shall be paid to the employee, by the Contractor, for all hours in excess of 40 hours per week. As a matter of confirmation, overtime work only occurs after 40 hours of work, in a given week, by a given individual. Further, overtime work shall not be allowed during the normal eight-hour work day.

The County will compensate the Contractor for overtime pay only when caused by special request of the County or by Force Majeure, as determined by the County. Each occurrence will require an individual waiver provided by the County Project Manager or designee, prior to the commencement of the overtime work. Additionally, there are eight holidays, on which, if service is provided, the overtime rate applies. The eight holidays are New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

Appendix B

Price Schedule

Price shown below are the hourly rates for providing the services as stated in Scope of Services (Appendix A), for the term of the contract, including any option or extension period.

Morningside Royal Oaks East Royal Oaks Section One	
Hourly Billing Rates	
Hourly Billing Rate per Security Guard (stationary service)	$17.84
Hourly Billing Rate per Security Guard Supervisor (stationary service)	$17.84
Hourly Billing Rate for Use of Licensed Motor Vehicle (if applicable)	$ 1.50

Notes:

a) The above total fixed hourly rates are guaranteed, pursuant to Article 8, and include all costs necessary to provide security services, such as, wages and benefits paid to guards, cost of equipment, cost for supervision, overhead, all out-of-pocket expenses, such as travel, per diem, and miscellaneous costs and fees, as they will not be reimbursed separately by the County.

b) The County may consider an adjustment to the price based upon an increase to the Living Wage amount (refer to Article 8 of the Contract).

c) The above rates take into account the Living Wage increase for 2010-2011. Refer to Article 8 of the contract for information on Living Wage adjustments.

d) No overtime or holiday rate shall be payable by the County. If due to an emergency or Contractor scheduling, a guard must be paid overtime, this will be the responsibility of the Contractor.

e) The County will compensate for overtime pay only when caused by special request of the County or by Force Majeure.

f) Notwithstanding the hourly rates above, compensation shall be based upon the actual number of service hours performed, less any deductions/fines imposed for non-performance or other contract violations.

SUPPLEMENTAL GENERAL CONDITION

The provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) apply to this Contract. The Contractor agrees to comply with the provisions of Section 2-8.9, and to acknowledge awareness of the penalties for non-compliance. A copy of this Code Section may be obtained from the department issuing the specifications for the Contract.

This Supplemental General Condition is organized with the following sections:

1. Definitions
2. Minimum Wages and Posting of Information
3. Liability for Unpaid Wages; Liquidated Damages; Withholding
4. Payrolls, Records and Reporting
5. Subcontracts
6. Complaints and Hearings; Contract Termination and Debarment

1. DEFINITIONS

A. "Administrative hearing officer" means a qualified arbitrator appointed by the County Manager to resolve disputes arising from the enforcement of the Living Wage Ordinance.

B. "Applicable department" means the County department(s) using the service contract.

C. "Complaint" means any written charge/allegation presented to the Compliance Officer alleging a practice prohibited by the Ordinance.

D. "Compliance officer" means the County Manager or his/her designee to review compliance with the Living Wage Ordinance and this Administrative Order.

E. "Contract" means an agreement for services covered by the Living Wage Ordinance involving the County or Public Health Trust, or approved by the County, the Procurement Director or his/her designee, or the Public Health Trust.

F. "Contracting officer" means the Department of Procurement Management and Public Health Trust staff or any other County personnel responsible for issuing County service contracts.

G. "County" means the government of Miami-Dade County or the Public Health Trust.

H. "Covered employee" means anyone employed by Contractor, as further defined in County Code Section 2-8.9, either full or part time, as an employee with or without benefits that is providing covered services pursuant to the Contractor's contract with the County.

I. Covered employer means any and all contractors and subcontractors of Contractor providing covered services. Contractor is any individual, business entity, corporation (whether for profit or not-for-profit), partnership, limited liability company, joint venture, or similar business that is conducting business in Miami-Dade County or any immediately adjoining county and meets the following criteria:

(1) the Contractor is paid in whole or in part from the County's general fund, capital projects funds, special revenue funds, or any other funds either directly or indirectly, for contracted covered service whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and

(2) the Contractor and any subcontractor is engaged in the business to provide covered services either directly or indirectly for the benefit of the County; or

(3) the Contractor is a General Aeronautical Service (GASP) Permittee or otherwise provides any of the Covered Services defined herein at any Miami Dade County Aviation Department facility including Miami International Airport pursuant to a permit, lease agreement or otherwise.

J. Covered services are services purchased by the County that are subject to the requirements of the Living Wage Ordinance which are one of the following:

(1) County Service Contracts - Contracts awarded by the County that involve a total contract value of over $100,000 per year for the following services:

(i) food preparation and/or distribution;
(ii) security services;
(iii) routine maintenance services such as custodial, cleaning, refuse removal, repair, refinishing and recycling;
(iv) clerical or other non-supervisory office work, whether temporary or permanent;

(v) transportation and parking services including airport and seaport services;
(vi) printing and reproduction services; and,
(vii) landscaping, lawn and/or agricultural services.

(2) Services Provided To Miami-Dade County Aviation Facilities: Any service that is provided by a GASP Permittee to a Miami-Dade County Aviation Department Facility or any other service Contractor that provides any of the following services to a Miami-Dade County Aviation Department facility is a covered service without reference to any contract value.

(i) Ramp Service: Guiding aircraft in and out of Airport; aircraft loading and unloading positions, designated by the Aviation Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing aircraft utility services, such as air start and cabin air; fueling; catering; towing aircraft; cleaning of aircraft; delivering cargo, baggage and mail to and from aircraft to and from locations at any Miami-Dade County Aviation Department facility; and providing such other ramp services approved in writing by the Aviation Department;

(ii) Porter Assistance Services: Handling and transportation through the use of porters, or other means, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Airport Terminal Complex. The Living Wage shall not apply to employees performing tip-related porter assistance services, including curbside check-in;

(iii) Passenger Services: Preparing such clearance documents for the baggage and cargo of aircraft passengers, as may be required by all governmental agencies; furnishing linguists for the assistance of foreign-speaking passengers; passenger information assistance; arranging in-flight meals for departing aircraft with persons or companies authorized by the Department to provide such meals; and providing assistance to handicapped passengers;

(iv) Dispatching and Communications Services: Providing ground to aircraft radio communication service; issuing flight clearances; sending and receiving standard arrival, departure and flight plan messages with appropriate

distribution of received messages; providing standby radio flight watch for aircraft in flight; and calculation of fuel loads and take-off and landing weights for aircraft;

(v) Meteorological Navigation Services: Providing information based on the analysis and interpretation of weather charts; planning aircraft flights in accordance with the latest accepted techniques; providing appropriate prognostic weather charts; and generally providing information appropriate for enroute aerial navigation;

(vi) Ticket Counter and Operations Space Service: The operation of ticket counter and airlines' operations space; ticket checking, sales and processing; weighing of baggage; operation of an information, general traffic operations and communications office for air carriers and aircraft operators with whom the Contractor has contracted to supply such services;

(vii) Janitorial Services;

(viii) Delayed Baggage Services;

(ix) Security Services unless provided by federal government or pursuant to a federal government contract; and,

(x) Any other type of service that a GASP permittee is authorized to perform at any Miami-Dade County Aviation Department Facility will be considered a covered service, regardless of whether the service is performed by a GASP permittee or other service contractor.

K. "Debar" means to exclude a Contractor, its individual officers, its principal shareholders, its qualifying agent or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years, pursuant to section 10-38 of the Code of Miami-Dade County.

L. "Living wage" means the minimum hourly pay rate with or without health benefits as further described in Section 2-8.9 of the Code of Miami-Dade County and as indexed from year to year.

M. "Living Wage Commission" means a fifteen person advisory board established by the County Commission for the purpose of reviewing the effectiveness of the Living Wage Ordinance, reviewing certifications submitted by covered employers, reviewing quarterly reports on

complaints filed by employees and making recommendations to the County Mayor and Commission.

N. "Project manager" means the person assigned under a contract, usually a department director of the using agency or his/her designee, who has primary responsibility to manage the contract and enforce contract requirements.

2. MINIMUM WAGES AND POSTING OF INFORMATION

A. All covered employees providing covered services shall be paid a living wage of no less than $13.29 per hour or $11.60 per hour with qualifying health benefits, as described in this section and in the Living Wage Ordinance. When the covered employer seeks to comply with the Living Wage Ordinance by choosing to pay the wage rate applicable, when also paying qualifying health benefits, such health benefits shall consist of at least $1.69 per hour towards the provision of health care benefits for employees and their dependents. Proof of the provision of such benefits must be submitted to the applicable department to qualify for the wage rate for employees with health benefits.

B. Pursuant to Section C of County Code Section 2-8.9, the Living Wage rate must be annually indexed based on the Consumer Price Index (CPI) calculated by the U.S. Department of Commerce as applied to the County of Miami-Dade.

C. Covered employees shall be paid by company or cashier's check, not less than bi-weekly, and without subsequent deduction or rebate on any account. The covered employer shall pay wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.

D. Covered employers must post in a visible place on the site where such contract work is being performed, a notice specifying the (1) wages/benefits to be paid; (2) the amount of liquidated damages for any failure to pay such specified combined overall hourly wage rate and benefits; and (3) the name and address of the responsible official in Miami-Dade County to whom written complaints should be sent. Posting requirements will not be required where the employer prints the following statements on the front of the covered employee's paycheck and every six months thereafter: "You are required by Miami-Dade County law to be paid at least [insert applicable rate under this Chapter] dollars an hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." All notices will be printed in English, Spanish and Creole. Any complaints of underpayment must be filed in writing with the Director of Small Business Development, 111 NW 1st Street, Suite 1080, Miami, FL 33128, (305) 375-3111.

E. Covered employers must refrain from terminating or otherwise retaliating against an employee performing work on the contract even though a complaint of practices has been filed by the employee or other investigative or enforcement action is being taken regarding such Contractor.

3. LIABILITY FOR UNPAID WAGES; PENALTIES; WITHHOLDING

A. In the event of any underpayment of required wage rates, the Contractor may be liable to the underpaid employee for the amount of such underpayment within thirty (30) days of the findings of violation. Covered employers found to be in violation of the requirements of Section 2-8.9 may also be required to pay liquidated damages of up to $500 to the County for each employee of the covered employer who performs any portion of the contract work for each week, or portion thereof, that is paid less than the specified applicable living wage rate. Request for appeals of violations must be filed in writing with the compliance officer within ten (10) days of receipt of the violation.

B. Any wages not collected by underpaid employees shall be remitted, by the employer responsible for paying the wage debt, to the Small Business Development (SBD) for depository into the SBD Trust Fund. Proceeds from the "Trust Fund" shall be held for one (1) year and if not claimed by the underpaid employee, shall be transferred to the State of Florida.

C. The County may withhold from Contractor any moneys payable on account of work performed under the contract, such sums as may be determined to be necessary to satisfy any liabilities for unpaid wages and penalties as provided herein. In order to preserve the rights of the affected workers under Section 2-8.9, the project manager may withhold or cause to be withheld from the Contractor under this agreement so much of the accrued payments or advances as may be considered necessary to pay employees of the covered employer the full amount of wages required by the contract. In the event of failure to pay any covered employee, employed or working on the project, all or part of the wages required by the contract, the project manager may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, until such violations have ceased. The withheld monies shall be remitted to the covered employee only in accordance with the provisions of Section 6, "Complaints and Hearings; Contract Termination and Debarment".

D. In addition to the payment of penalties and backwages, repeat offenders may be debarred from doing business with the County for a period of up to five years and/or have their contracts terminated.

4. PAYROLL; RECORDS; REPORTING

A. Each covered employer shall maintain payrolls for all covered employees and records relating thereto and shall preserve them for a period of three (3) years. The records shall contain: the name and address of each covered employee, the job title and classification, the number of hours worked each day, the gross wages earned and deductions made; annual wages paid; a copy of the social security returns and evidence of payment thereof; if applicable, a record of health benefit payments including contributions to approved plans; and any other data or information the Living Wage Commission or compliance officer should require from time to time.

B. The Contractor shall provide a certificate to the applicable department, with every invoice or requisition for payment, that includes the name, address, and phone number of the covered employer, a local contact person, and the specific project for which the service contract is sought; the amount of the contract and the applicable department the contract will serve; a brief description of the project or service provided; a statement of the wage levels for all employees; and a commitment to pay all employees a living wage as set forth in the contract specifications; and the name and social security number of every employee that provided service for that requisition for payment.

C. The covered employer shall submit the information required hereunder every six (6) months, to the applicable department a complete payroll showing the employer's payroll records for each covered employee working on the contract for covered services for one payroll period.

D. The covered employer shall file with the applicable department, every six months, reports of employment activities to be made publicly available, including: race and gender of employees fired and terminated; zip codes of employees hired and terminated; and wage rates of employees hired and terminated.

E. The covered employer shall make the records required to be kept hereunder available for inspection, copying or transcription by an authorized representative of the County, and shall permit such representative to interview employees during working hours on the job. Failure to submit the required reports upon request or to make records available may be grounds for debarment. The Contractor is responsible for the submission of the information required hereunder and for the maintenance of records and provision of access to same by all subcontractors.

5. SUBCONTRACTS

The Contractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 6 of this provision and also a clause requiring the subcontractors to include these clauses in any subcontracts. The Contractor shall be responsible for compliance by any subcontractor with the clauses set forth in paragraphs 1 through 6 of this provision.

6. PROCEDURES FOR APPEAL THROUGH ADMINISTRATIVE HEARING OFFICER PROCESS; CONTRACT TERMINATION AND DEBARMENT

A. Appeals of findings of violation and imposition of penalties by the compliance officer shall be heard by an administrative hearing officer. Upon the receipt of a written appeal, the compliance officer shall notify the County Manager in writing and the County Manager shall appoint an administrative hearing officer and set a time for an administrative hearing. Failure to appeal within the specified time shall be considered a waiver of the appeal process provided for in Section 3.A and an admission of the complaint/violation.

B. Notification of hearing date shall be served by the compliance officer upon the covered employer against whom the complaint is made within ten (10) working days of the appointment of the administrative hearing officer. Such notice shall be by certified mail, return receipt requested. Such notice shall include:

(1) A copy of the written complaint, including reasons and causes for the proposed administrative hearing outlining alleged prohibited practices upon which it is based;

(2) The penalties assessed;

(3) That an administrative hearing shall be conducted before an administrative hearing officer on a date and time not to exceed thirty (30) business days after service of the notice. The notice shall also advise the covered employer that they may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them; and,

(4) A description of the effect of the issuance of the notice of the proposed administrative hearing and the potential effect(s) of this administrative hearing.

C. The compliance officer or his/her designee shall, with the assistance of the project manager, present evidence and arguments to the administrative hearing officer.

D. No later than seven (7) days prior to the scheduled hearing date, the covered employer must furnish the compliance officer a list of the defenses the covered employer intends to present at the administrative hearing. If the covered employer fails to submit such list, in writing, at least seven (7) days prior to the administrative hearing, or fails to seek an extension of time within which to do so, the covered employer shall be deemed to have waived the opportunity to be heard at the administrative hearing. The administrative hearing officer shall have the right to grant or deny an extension of time, and the decision may only be reviewed upon an abuse of discretion.

E. Hearsay evidence shall be admissible at the administrative hearing, but shall not form the sole basis for finding a violation of Section 2-8.9. The administrative hearing shall be transcribed, taped or otherwise recorded by a court reporter, at the election of the administrative hearing officer and at the expense of the County. Copies of the hearing tape or transcript shall be furnished at the expense and request of the requesting party. The cost of such transcription may be assessed, by the hearing officer, against a Contractor that has been found to violate Section 2-8.9.

F. In addition to the payment of penalties and back wages, the County Manager may debar, for a period not to exceed five (5) years, a Contractor or subcontractor and the principal owners and/or qualifying agents thereof found to have violated the requirements of Section 2-8.9 a second time. If the County Manager determines a covered employer failed to comply with these provisions a third time, the non-complying covered employer's service contract with the County may be terminated.

G. The County Manager may order the withheld amount equal to any underpayment remitted to the employee. In addition, the County Manager may order payment of a penalty to the County. If the required payment is not made within a reasonable period of time, the County Manager may order debarment as described above.

A breach of the clauses contained in this Supplemental General Condition shall be deemed a breach of this contract and may be grounds for termination of the contract, and for debarment, and any other remedies available to the County.