Memorandum

MIAMI-DADE COUNTY

Date:	July 1, 2014
To:	Honorable Chairwoman Rebeca Sosa and Members, Board of County Commissioners
From:	Carlos A. Gimenez Mayor
Subject:	Recommendation for Approval to Establish a Pre-Qualification Pool: Security Guard and Screening Services

Agenda Item No. 8(F)(13)

On June 12, 2014, the Economic Development and PortMiami Committee approved a motion to amend this item to remove the administrative authority to extend and/or make modifications to the contract. Accordingly, the "Delegated Authority" Section was amended to reflect that contract modifications and other extensions will require approval of the Board of County Commissioners.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the establishment of a pre-qualification pool, *Contract No. RFQ883* for purchase of security guard and screening services for Miami-Dade Seaport (PortMiami). The County will offer, through the pool, security guard and screening services to interested cruise lines at PortMiami. The services for the cruise lines include, but are not limited to: a) controlling terminal access; b) screening of passengers and their bags; and c) screening of vessel provisioning using canines. When the need for the services is required, a competitive process among the pool members will be conducted.

Scope

The impact of this item is countywide in nature.

Fiscal Impact and Funding Source

All expenses incurred as a result of contracting with the selected pool member at time of the Work Order will be billed to the cruise lines, along with an administrative fee. Thus, the contract will be revenue positive to the County. An administrative fee in the amount of $350 per vessel call will be assessed by PortMiami to each cruise line that utilizes the security guard and screening services. The current contract has yielded an estimated $440,000 in revenue to the County since its inception in 2011. It is expected this contract will generate approximately $240,000 in revenue to the County, during the initial term, due to the reduction in annual vessel calls, as fewer cruise lines are opting to acquire the services through the Pool.

The value for the five-year term is $14.3 million. If the one, $5.7 million two-year option-to-renew is exercised, the contract's cumulative value will be $20 million. The current contract, *RFQ706*, is valued at $36 million for a term of three years and six months. The proposed allocation is budgeted as follows:

Department	Allocation	Funding Source	Contract Manager
PortMiami	$20,000,000	Proprietary Funds	Danny Ball
Total	**$20,000,000**		

Track Record/Monitor

The contract manager for PortMiami is Daniel Ball. Lydia Osborne of the Internal Services Department is the Procurement Contracting Officer.

Delegated Authority

Upon approval of this item, a closed pool of pre-qualified vendors will be established to participate in competitive work order proposal requests. The County Mayor or the County Mayor's designee will have the authority to solicit pricing and award contracts up to an aggregate contract amount of the allocation

authorized by the Board. If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise, at their discretion, the option-to-renew in accordance with the terms and conditions of the contract.

Vendor(s) Pre-Qualified for Pool

On August 28, 2013, a Request for Qualifications was issued under full and open competition. The security guard and screening services requested in the solicitation are substantially the same as in the current contract. Twelve proposals were received in response to the solicitation. Two proposals (Centurion Security Group, LLC and U.S. Alliance Management Corp. d/b/a U.S. Security) were deemed non-responsive by the County Attorney's Office. Copies of the decision by the County Attorney's Office are attached for reference. The remaining ten proposals were evaluated by the Evaluation/Selection Committee. At the conclusion of the evaluation/selection meetings, the Evaluation/Selection Committee recommended eight firms (report attached).

This pool of eight firms will propose on requests for security guard and screening services through work order proposal requests. Services through the Pool will be offered to all cruise lines at PortMiami, and may also be utilized by PortMiami to complement existing security personnel.

Awardee	Address	Principal
American Guard Services, Inc.	1015 N. America Way, Suite 108 Miami, FL	Sherif Assal
AlliedBarton Security Services, LLC	161 Washington Street, Suite 600 Conshohocken, PA	William Whitmore
G4S Secure Solutions (USA) Inc.	1395 University Blvd. Jupiter, FL	Timothy L. McCormick
McRoberts Protective Agency, Inc.	87 Nassau Street, 2nd Floor New York, NY	Meredith McRoberts
Feick Security Corporation	8869 SW 131 Street, 2nd Floor Miami, FL	Gary A. Feick
50 State Security Service, Inc.	915 NE 125 Street, #200 North Miami, FL	Ted L. Kretzschmar
Navarro Group Ltd., Inc.	4100 NW 3rd Court, #100 Plantation, FL	Dibbs Joseph
Kent Security Services, Inc.	14600 Biscayne Blvd. North Miami Beach, FL	Orly Alexander

Vendors Not Pre-Qualified for Pool

Proposer	Reason for Not Recommending
V.O.K. Protective Services, Inc. (MICRO/SBE)	Low Evaluation Scores/Ranking
Big Ben Security Corp. (MICRO/SBE, LDB)	
Centurion Security Group, LLC (MICRO/SBE, LDB)	Deemed non-responsive by the CAO as the firm failed to submit the required bond. See the attached CAO opinion.
U.S. Alliance Management Corporation d/b/a U.S. Security	Deemed non-responsive by the CAO as the proposal varies materially from the RFQ requirements. See the attached CAO opinion.

Due Diligence

Due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine the contractor's responsibility, including verifying corporate status and that there are no performance or compliance issues. The lists that were referenced include: convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to Contractor responsibility. This information is being provided pursuant to Resolution R-187-12.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision applies and will be collected on all purchases.
- A Small Business Enterprise Selection Factor was assigned to this solicitation. Local Preference was applied in accordance with the applicable ordinance.
- The services being provided are covered under the Living Wage Ordinance.

Jack Osterholt
Deputy Mayor

Memorandum

MIAMI-DADE COUNTY

Date: October 4, 2013

To: Lydia Osborne
Procurement Officer 2
Internal Services Department

From: Richard C. Seavey
Assistant County Attorney

Subject: Responsiveness of three (3) Proposals – RFQ 883, Security Guard and Screening Services Pool at PortMiami

(1) Proposal of Big Ben Security Corp. – failure to include the proof of possession of the classes of security licenses required in the RFQ

(2) Proposal of US Alliance Management d/b/a US Security – failure to sign the Form A-1 which binds the proposer to the terms of its proposal; taking an exception to the 180 day binding proposal period requirement by stating that the proposal is valid for only 90 days

(3) Proposal of Centurion Security Group, LLC – failure to submit the required bid monetary security as required in RFQ 883

You have asked whether three proposals submitted to the County in response to RFQ 883, Security Guard and Screening Services Pool at Port Miami ("RFQ 883"). The three proposals, and a brief description of the failures at issue, are:

A. Proposal of Big Ben Security Corp. ("Big Ben") – failure to include the proof of possession of the classes of security licenses required in the RFQ; and

B. Proposal of US Alliance Management d/b/a US Security ("US Security") – failure to sign the Form A-1 which binds the proposer to the terms of its proposal; taking an exception to the 180 day binding proposal period requirement by stating that the proposal is valid for only 90 days; and

C. Proposal of Centurion Security Group, LLC ("Centurion") – failure to submit the required bid monetary security as required in RFQ 883[1]

I will address each in turn. In sum, for the reasons set forth below, the County can accept the proposal from Big Ben, provided that Big Ben provides proof that it had the required licenses at the time of proposal submittal. Big Ben does not gain any competitive advantage by being permitted to correct its proposal to include the licenses.

[1] On September 30, 2013 the undersigned issued a responsiveness opinion regarding Centurion finding that the County had the discretion to accept the proposal which was filed after the proposal due date. That opinion did not address the issues requested in this second responsiveness opinion. To the extent the issues raised herein now render Centurion's proposal non-responsive, that prior opinion is hereby superseded to include the findings made herein.

The proposal submitted by US Security is not responsive. While US Security failed to sign the form A-1, it did submit the required bid security indicating an intent to be bound, and providing security to the County in the event it fails to perform. However, US Security took an exception to the RFQ's requirement that proposals be valid for 180 days. Instead, US Security's cover letter expressly states the proposal is valid for only 90 days.

The proposal submitted by Centurion is not responsive as it fails to provide the required security for the bid. Because Centurion could simply refuse to sign the contract without any monetary penalty based on its perception of the pool after seeing the other proposal which now have been opened, Centurion would have a competitive advantage over those other proposers.

FACTS

We rely on the information provided in your memoranda, dated September 30, 2013, the attached copy of RFQ 883, the copies of the proposals from the proposers referenced above, and our telephone communications. Based on the information provided it appears that Big Ben failed to provide copies of the required "B" and "BB" security licenses required to be held at the time of proposal submittal.

It also appears that US Security failed to sign form A-1 which is the portion of the proposal binding the proposer to its terms. From our telephone conversation on October 1, 2013, I understand that you have verified that not one of the copies provided by US Security had been signed. However, US Security did submit bid security in the form of a cashier's check. Nonetheless, US Security's cover letter in its proposal states that the proposal is only valid for 90 days. Consequently, it is non-responsive.

Finally, it also appears that Centurion failed to provide the $5,000 bid security required to be submitted with its proposal in any form, much less the forms specifically identified to be acceptable.

Section 1.9.A, Bid Security, of RFQ 883 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

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 it gives the proposer a substantial advantage over other proposers and thereby restricts or interferes with competition. See Robinson Electric Co. v. Dade County, 417 So.2d 1032, 1034 (Fla. 3d DCA 1982).

Here, the legal principles above apply to all three requests for an opinion.

Big Ben – The proposal submitted by Big Ben omitted to include copies of the "B" and "BB" security licenses required to be held by the proposer at the time of proposal submittal. While RFQ 883 does state that a proposer is supposed to submit copies of the licenses with the proposal, a proposers failure to do so does not, and cannot as a matter of possibility, change the fact of whether the proposer did in fact hold the required licenses as of September 27, 2013. Therefore, the County can, and should, exercise its discretion to waive this irregularity and ask Big Ben to provide proof of having the required licenses as of the proposal submittal date because the irregularity conferred no competitive advantage on Big Ben.

US Security – US Security's proposal is not responsive. As a preliminary matter, although US Security failed to sign the Form A-1, it has provided a bid security 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 US Security's proposal included a valid certified check, the proposal would ordinarily be responsive. Nonetheless, the cover letter to the proposal states unequivocally it is valid only for 90 days. RFQ 883, however, required proposers to submit proposals valid for 180 days. Consequently, the proposal is non-responsive as it materially varies from the RFQ's requirements, and allowing it to be corrected now would provide an unfair competitive advantage to US Security. *See McNamara-Lunz Warehouses, Inc.; Central Moving and Storage, Inc.*, B-188100, 1977 WL 12459 (June 23, 1977) (bidder is required to furnish bid guarantee for full bid acceptance period); *Munck Sys., Inc.*, B-186749, 1976 WL 9578 (Comp. Gen. Oct. 19, 1976) (bidder rejected as nonresponsive where bid bond expired prior to 120-day bid acceptance period).

Centurion – For Centurion, 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. Centurion may not cure this defect by subsequently submitting a bond or other acceptable security. The RFQ required that the proposal security in the amount of $5,000 be submitted with the proposal. As the failure to submit the proposal security is not waivable, so too 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).

Richard C. Seavey

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: July 1, 2014

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

SUBJECT: Agenda Item No. 8(F)(13)

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 Mayor'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)(13)
7-1-14

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS IN THE AGGREGATE AMOUNT OF $20,000,000.00 WITH AMERICAN GUARD SERVICES, LLC; ALLIEDBARTON SECURITY SERVICES, LLC; G4S SECURE SOLUTIONS (USA) INC.; MCROBERTS PROTECTIVE AGENCY, INC.; FEICK SECURITY SERVICE, INC.; 50 STATE SECURITY SERVICE, INC.; NAVARRO GROUP LTD., INC.; AND KENT SECURITY SERVICES, INC. TO ESTABLISH A POOL OF CONTRACTS TO OBTAIN SECURITY GUARD AND SCREENING SERVICES FOR VARIOUS CRUISE LINES AT PORTMIAMI ON AN AS NEEDED BASIS, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE CONTRACTS FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN EXCEPT FOR EXTENSIONS AND MODIFICATIONS TO THE CONTRACT WHICH REQUIRE BOARD ACTION CONTRACT NOS.: RFQ883A; RFQ883B; RFQ883C; RFQ883D; RFQ883E; RFQ883F; RFQ883G; AND RFQ883H

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 approves the execution of agreements in the aggregate amount of $20,000,000.00 with American Guard Services, LLC; AlliedBarton Security Services, LLC; G4S Secure Solutions (USA) Inc.; McRoberts Protective Agency, Inc.; Feick Security Service, Inc.; 50 State Security Service, Inc.; Navarro Group Ltd., Inc.; and Kent Security Services, Inc., in substantially the form attached hereto and made a part hereof, 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~~]][1] provisions and all

[1] Committee amendments are indicated as follows: Words stricken through and/or [[double bracketed]] are deleted, words underscored and/or >>double arrowed<< are added.

other rights contained therein >>, except for extensions and or modifications to the contract which requires Board action.<<

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:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro	Esteban L. Bovo, Jr.
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of July, 2014. 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.

Richard Seavey

PortMiami Security Guard Services Pool

Contract No. RFQ883a

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between American Guard Services, Inc., a corporation organized and existing under the laws of the State of California, having its principal office at 1015 N. America Way, Suite 108, Miami, Florida 33132 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide security guard and screening services for cruise lines at PortMiami, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Qualifications (RFQ) No. 883 and all associated addenda and attachments, incorporated herein by reference; any Work Orders issued as a result of this Agreement; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated September 25, 2013, 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 County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFQ No. 883 and all associated addenda, and the Contractor's Proposal.

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, Internal Services Department, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean American Guard Services, 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" to mean 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 Mayor 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.

n) The words "Work Order" to mean an assignment of work issued by the County to a Pool member to perform work specified therein.

o) The words "Work Order Proposals" to mean a documentation presented by Pool members in response to a Work Order Proposal Request (WOPR).

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) appendices to the terms and conditions (Scope of Services and Price Schedule), 3) any Work Order issued as a result of this Agreement, 4) the Miami-Dade County's RFQ No. 883 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

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

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

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

ARTICLE 4. NATURE OF THE AGREEMENT

a) 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, identified in any Work Order issued to the Contractor, 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 indicated on the first page of this Agreement and shall continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a two-year option-to-renew period. 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.

Work Order Term
Work Orders shall expire as stated on each individual Work Order issued under this Contract, and may extend past the expiration of this Contract. The provisions of any specific Work Order which commences prior to the termination date of this Contract, and which will extend beyond said termination dates shall survive the expiration or termination hereof.

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
PortMiami
1015 North American Way, 2nd Floor
Miami Florida 33132
Attention: Director
Phone: (305) 329-4031
Fax: (305) 375-3070

and,

b) to the Contract Manager:

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

Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

American Guard Services, Inc.
1015 North America Way, Suite #108
Miami, Florida 33132
Attention: Sherif Assal, Senior Vice President
Phone: (305) 374-0070
Fax: (305) 374-0070
E-mail: nsalisbury@americanguardservices.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 and any subsequent Work Order. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in the applicable Work Order. 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, or a change to the applicable Work Order by the County.

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

ARTICLE 8. PRICING

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

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement and any subsequent Work Order, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County at the end of each month, for the previous month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, 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 (45) 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 Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County
PortMiami
1015 North American Way, 2nd Floor
Miami, Florida 33132
Attention: Danny Ball

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 Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

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

2. Commercial General 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 Services, in an amount not less than $1,000,000 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 "A-" as to management, and no less than "Class VII" as to financial strength 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 Financial Services 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.

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. If the insurance certificate is received within the specified timeframe 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 ensuring 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 agrees to execute and deliver to the County a Performance and Payment Bond, prepared on the applicable bond form(s) (see Appendix E). The Performance and Payment Bond Form, provided by the County, shall be the only acceptable form for these bonds. The Bond(s), in the amount of 10% of the Contract annual Work Order amount, shall be delivered to the County within 15 calendar days after formal notice from the County. If the Contractor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the contractor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that Contractor for a twelve-month period following such default. The following specifications shall apply to any bond provided:

Surety Bond Qualifications:

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 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 comply with 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 Mayor 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 Mayor'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 Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor 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 Mayor 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 Mayor 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 Mayor 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 Mayor, 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 appendices 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 Section 2-481 of the Miami-Dade County Code, 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 in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County 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 and any subsequent Work Order, 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.

d) In addition to cancellation or termination as otherwise provided in this Agreement, or any subsequent Work Order, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

e) In the event that the County exercises its right to terminate this Agreement, or any subsequent Work Order, 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 non-cancelable 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

f) In the event that the County exercises its right to terminate this Agreement, or any subsequent Work Order, 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 or applicable Work Order up to the Effective Termination Date; and

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

g) 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 or any subsequent Work

Order 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 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 the terms of this Agreement or any subsequent Work Order. 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 timeframe, the County may:

i. treat such failure as a repudiation of this Agreement or any subsequent Work Order; and

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 or any subsequent Work Order 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 and/or any subsequent Work Order 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 re-procurement 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. FAILURE TO PERFORM (Liquidated Damages)

The Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The County, at its sole discretion, will determine the damages arising from such failure. The County Project Manager's or designee's assessment of all liquidated damages will be final. The County will accomplish this by deducting the amount of the liquidated damages from subsequent payments due for service rendered by the Contractor. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of liquidated damages. Subsequent violations will result in the Contractor non-performance. Any of these violations may result in Contractor's personnel being removed from the post and/or any Contract as a result of this Solicitation, at the request of the County Project Manager or designee.

- The 1st infraction may result in liquidated damages of $100.00.
- The 2nd infraction may result in liquidated damages of $200.00.
- The 3rd and subsequent infractions may result in liquidated damages of $300.00;

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

Notes:

a) Unless it is determined by the County Project Manager that it is a special violation, in which case, the 1st infraction will result in liquidated damages of $500.00, the 2nd infraction $1000.00, and the 3rd infraction $1500.00.

b) Refer to Appendix A, Section 2.10, Penalties and Deductions, for a list of major and

minor incidences, and the applicable fines.

A written notice of a violation and intent to impose liquidated damages shall be provided to the Contractor in the form of an Infraction Report. Infraction Reports shall be issued to the Contractor promptly by the County 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 shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) 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 copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) 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.

d) 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).

e) 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.

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 with 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/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, 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 Ethics 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 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 3-38; (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 and/or any subsequent Work Order, 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 without regard to 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 a 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 award 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 Section 2-8.10 of the Miami-Dade County Code, 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 three (3) business 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 Miami-Dade County Ordinance 99-44 apply to this Contract. The Contractor hereby agrees to comply with the provisions of Ordinance 99-44 as presented in the Supplemental General Condition (Attachment 1), and acknowledges awareness of the penalties for non-compliance.

ARTICLE 43. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/.

ARTICLE 44. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

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

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

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

ARTICLE 45. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be

required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 46. 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: Sherif Assal	Name: Carlos A. Gimenez
Title: Sr. Vice President	Title: Mayor
Date: 1-17-2014	Date:
Attest: Carla O'Bannon Corporate Secretary/Notary Public	Attest: Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
CARLA O'BANNON Commission # 1957982 Notary Public - California Los Angeles County My Comm. Expires Oct 24, 2015	Assistant County Attorney

Appendix A
Scope of Services

1. Background

PortMiami is among America's busiest ports and is recognized throughout the world with the dual distinction of the Cruise Capital of the World and the Cargo Gateway of the Americas. PortMiami is home to the world's most distinguished cruise lines; nearly 4 million cruise passengers traveled through the Port in FY 2012, as well as 8.1 million tons and 807,000 TEUs (twenty-foot equivalent units) of cargo. The commercial trade contributes approximately $27 billion annually to the South Florida economy and helps provide direct and indirect employment of 207,000 jobs. PortMiami's primary goal is to promote growth in both the cruise and cargo industries in the County. PortMiami is recognized world-wide as an innovative leader in safety and security, and was recently recognized by the Florida Department of Law Enforcement, as one of Florida's most-secure ports. For more about the Port, visit the Port's website at http://www.miamidade.gov/portofmiami.

The County has established the PortMiami Security Guard and Screening Services Pool (the Pool) of qualified security firms to provide an acceptable level of security guard service to various cruise terminals, through unarmed, uniformed security personnel, at a competitive price. PortMiami, via awarded security guard firms through the Pool, will provide security guard services which include, but are not limited to a) terminal access control, b) screening of passengers and their bags, c) screening of vessel provisioning using canine services, and d) optional security guard services for PortMiami. The County may at any time, perform unannounced inspections to the terminals and any office space/areas, at PortMiami, utilized by the Contractor, for the purpose of providing service to the County. Pool members will propose on requests for security service through Work Order Proposal Requests (WOPR), issued by the Internal Services Department (ISD), Procurement Management, on behalf of PortMiami.

2. Work Order Process

A. Structure of Pool

This may be updated periodically to reflect new County requirements, and will be supplemented, upon project award, by individual Work Orders specifying project scopes, price and plan of action, for providing the services to the cruise lines requesting the security guard services. Selection into the Pool does not guarantee work and does not provide for exclusive rights to provide these services to the County.

At the County's discretion, Pool members may be dropped from the Pool for poor performance, being in arrears in obligations to the County, and any other reason specified by County policies and procedures.

B. Assignment of Terminals

Membership in the Pool is a prerequisite for having an opportunity to submit proposals and obtain work through this Pool. When a request for security guard services arises, the County will provide Pool members with information regarding the selection process and response requirements, to include written proposals and potentially oral presentations. Recommendations for competitive awards will be made generally based on quality and/or price. The County reserves the right to establish an alternate, streamlined method for assigning Terminals.

Security guard and screening services requests will include potentially any Cruise Line at the Port. Services through the Pool will be offered to all cruise lines at the Port, and may be utilized by PortMiami as needed. Cruise lines requesting the services from the County, will use the Pool, except for cause as approved by the County.

C. Award

The County reserves the right to enter into negotiations, for individual Work Orders, with the recommended Contractor(s). If the County and the recommended Contractor cannot negotiate a successful agreement, the County may terminate said negotiations and begin negotiations with the next

highest ranked Contractor. No Pool member shall have any rights against the County, arising from such negotiations.

D. Award of Additional Services

The County reserves the right to award additional services for, and updates to, a previously awarded Work Order to the same Pool member that was awarded the original Work Order.

3 Minimum Qualification Requirement

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

4. Requirements and Services to be Provided

A. Requirements Prior to Notice-To-Proceed

PortMiami will issue a Notice-To-Proceed (NTP) on a Work Order by Work Order basis, with the general requirements listed herein, after the Contractor has met the following requirements. The Contractor shall commence work upon issuance of a NTP by the County.

The Contractor shall:

1. Have a local management office, located within Miami-Dade County, to afford the County easy access to inspect records and logs. The County reserves the right to inspect the office at any time. This location will provide centralized dispatching service manned by experienced security personnel. A mobile transmitter/receiver, operated by field personnel, will not be considered sufficient to adequately provide such service. Contractor's key personnel, who have the authority to take immediate action on behalf of the Contractor, shall be available at the local office. The dispatcher on duty shall be available for contact by "local" telephone call and 2-way radio from the Port at all times.

Note: The County will not provide office space for the Contractor(s) at PortMiami.

2. Execute and deliver to the County, prior to the issuance of a NTP, a Performance and Payment Bond in the amount of 10% of the total agreed upon annual Work Order price. A separate bond for each cruise terminal and/or PortMiami Work Order, shall be prepared on the applicable County bond forms.

3. Maintain the Insurance requirements as specified in Article 10 of the Contract.

4. Provide all necessary permits, licenses and certificates for Contractor, Contractor's Security Project Manager and Security personnel, that will be assigned to the Contract, and comply with all applicable federal, state and municipal laws. The security personnel requirements are specified in Section 6.

5. Have a communication system that meets the requirements as specified in Section 7(A). 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, prior to the issuance of the 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.

6. Provide a Quality Assurance Plan (QAP), to assure that the requirements of the Services are met. The QAP shall be approved by the County Project Manager before the NTP is issued by the County. Changes to the QAP, shall be submitted to the County Project Manager or designee, for approval, as they are made. The QAP shall include, but not be limited to the following:

i. Inspection System
The inspection system shall identify the activities to be inspected on a scheduled and/or an unscheduled basis, how often and in what manner the inspections will be accomplished, and the name and rank of security personnel who will perform the inspections.

The ***minimum*** number of inspections by off-site supervisors or management-level personnel shall be once per shift. Hourly communication checks will be made during the operating hours. Failure to make contact with a security guard by telephone and radio shall require a supervisor to immediately conduct an on-site inspection to confirm that the Terminals or guard posts at the Port are manned. In the case of complaints or evidence of improper behavior, the inspection frequency shall be increased to half-hour communication checks, at the request of the County Project Manager or designee. These inspections are vital to the operation of the guard system. The visiting inspector shall observe the guard on duty, inspect the facilities and post records and shall sign the post log book to document inspections.

ii. Corrective Action Procedures
The Contractor's corrective action procedures shall cover standard operating procedures to be used by the Contractor to respond to, and correct deficiencies in services, which have been identified by either the Contractor or the County.

7. Provide sufficient training to security personnel in:

   i. Basic security guard duties, including but not limited to, report writing, safety and fire prevention, patrol methods, police authority and jurisdiction, identification, and other security matters prior to duty assignment.
   ii. The specific post orders and procedures for the security guard services. This training shall take place prior to NTP, and prior to the security guard commencing the services required herein.

8. Conduct an on-site and in-depth review, with the County Project Manager, of the total contract requirements covering the following:

   i. Policy and specific procedures for responding to an emergency,
   ii. Proposed security personnel eligibility documentation,
   iii. Proposed security personnel training procedures,
   iv. Post Orders,
   v. Communication system, and
   vi. Inspection system and corrective action procedures.

B. General Requirements
The Contractor shall:

1. Provide the Facility Security Officer with a Declaration of Security that addresses the security requirements, required by the USCG for each Vessel call at the Terminal for which Contractor shall provide security guard services.

2. Post orders at each Terminal, and at the designated posts at the Port. All security personnel 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 Project Manager prior to posting.

3. Meet with the appropriate Port security officers and/or appropriate employees of any of cruise lines operating at the Port, prior to arrival of any cruise Vessel that may call at the Terminal, and meet

with the relevant Vessel security officers upon arrival of the Vessel to ensure that the Terminals are secure.

4. Furnish adequate management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at the Port, as described herein.

5. Update and submit the existing Facility Security Plan (FSP) to, and seeking its approval by, the United States Coast Guard (USCG). The FSP shall include at a minimum:
   i. Security Administration: Managerial and supervisory staffing levels,
   ii. Authority and decision making capacity of key personnel,
   iii. Personnel Training,
   iv. Coverage of unscheduled post vacancies, short-term post, and shift changes,
   v. Drills and exercises
   vi. Records and documentation
   vii Procedures for interfacing with Vessels
   vii. Responses to Change in Maritime Security (MARSEC) Levels
   viii. Declaration of Security
   ix. Communications
   x. Security Systems and equipment quantity and maintenance
   xi. Security measures for access control, restricted areas, handling baggage, and monitoring
   xii. Security incident procedures
   xiii. Audits and security plan amendments

   Notes: The existing FSP is on file with the Port and has been approved by the USCG. The FSP will be made available at the time of NTP, and upon the Contractor signing a non-disclosure statement.

6. Ensure that the services furnished are in conformity with practices which are generally current in the security industry. Contractor's responsibility is limited to providing physical security services, and shall not warrant that the services furnished will prevent loss.

7. Conduct periodic security drills at the Port (once every quarter), in addition to an annual emergency drill exercise (frequency cannot exceed more than eighteen months).

8. Issue uniforms to each employee performing security guard services who shall always present a clean, neat, professional appearance. Uniforms shall be 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 (refer to Section 7, for Uniform Requirements). The cost of uniforms, as further described herein, shall be the responsibility of the Contractor.

9. Issue to each employee performing the security guard services herein, the Transportation Worker Identification Credential (TWIC). Said credentials shall be displayed while on duty at all times, and shall be maintained by security personnel. All employees assigned must also be issued a valid company badge, valid State of Florida "D" License, and valid Port identification. The company badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.

   Notes: a) TWIC is a vital security measure that will ensure individuals who pose a threat, do not gain unescorted access to secure areas of the nation's maritime transportation system. TWIC was established by Congress through the Maritime Transportation Security Act (MTSA) and is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. TWICs are tamper-resistant biometric credentials that will be issued to workers who require unescorted access to secure areas of ports, Vessels and outer continental shelf facilities, and all credentialed merchant mariners. b) The cost of the TWIC is $129.75, and the Port identification badge is of no charge to permitted vendors. The credentials are valid for five years. The cost to renew the TWIC is $60.00, and is valid for three years.

10. Coordinate with the County Project Manager to ensure security checkpoints and screening areas are functional and utilized in an efficient manner. The Contractor shall provide services at security checkpoints and screening areas including but not limited to the following:

    i. Terminal access control for passengers, crewmembers, vendors, contractors or other cruise lines' employees or guests;
    ii. A listing of all persons who visited the Terminal or Vessel during the Vessel's call, excluding crew and passengers;
    iii. Screening of passengers, crew, vendors, contractors, or other cruise line employees or guests accessing the Vessel via the gangway for prohibited items including, but not limited to, those items set forth in a list to be provided by the Port or its designee, using security equipment, as specified in Section 7;
    iv. Screening of all passenger baggage for prohibited items including, but not limited to, those items set forth in a list to be provided by the County Project Manager or designee, using the Security Equipment;
    v. Screening of Vessel provisions using K-9 services trained/certified in accordance with applicable laws and regulations, and the approved FSP; and
    vi. Such other reasonable additional security measures as may be requested based on particular security concerns, by the County, a cruise line's director of security and surveillance, or a Vessel's security officer.

5. Optional Services to be Provided at PortMiami

The County reserves the right to utilize the Pool to provide security guard and screening services for PortMiami, as needed, to complement existing PortMiami security personnel. The Scope of Services would be developed on a Work Order by Work Order basis.

6. Security Personnel Requirements, Qualifications, and Standards

A. Security Personnel Requirements

The Contractor shall provide security personnel of the type and quantity as determined by the FSP, the operational needs, and for the purposes specified herein.

The Contractor shall:

1. Designate a minimum of one appropriately licensed individual to act as Security Manager, directing the activities of the Class "D" employees, who will provide the Services herein.

2. Provide sufficient Security Supervisors with which to inspect the Terminals or guard posts at least once per shift, during the hours of operations.

3. Provide the following essential personnel:

    i. Facility Security Officers (FSO), who shall be the direct report of the Contractor's Terminal Security Officer (see ii below). Contractor shall assign at least one FSO for each day a Vessel calls at the Port. The FSO's responsibilities shall include a) on-site training and work direction, b) remaining in instant communication with the Contractor's control center, and c) observing the condition and performance of the security guards, the condition of the post, the post environment and level of activity.
    ii. Terminal Security Officers (TSO) who shall be responsible for supervision of shore-side security operations for the Terminals on days of operations. The Contractor shall assign a TSO for each Terminal for which the Contractor is providing security guard services.
    iii. Security Supervisors who shall be responsible for different (smaller) areas for the Terminals on days of operations and report to the TSO.
    iv. Screener/A-Pass Operator, who shall be responsible for terminal access controls, screening of persons and baggage as specified in Section 5. The Screener shall be responsible for the

calibration of the X-Ray machine, walk through metal detectors, and hand held detectors. A-Pass Operator shall swipe the traveler's "sail and sign" card to verify access to the Vessel. Depending on the Cruise Line, Screener/A-Pass shall have advanced training in the use of screening equipment and search procedures.

v. Maritime Security Officer (MSO) who shall be responsible for providing access control to the Terminals. Maritime Security Officers shall have the required training in the maritime field for basic maritime security functions, with advanced training in the use of screening equipment and search procedures.

B. Security Personnel Qualifications and Standards

To be eligible to perform security guard services requested herein, all levels of security personnel shall be a minimum of 21 years of age, and meet the following qualifications and standards regarding education, background, experience, health and citizenship, as established in this section, unless specifically and individually waived in writing by the County Project Manager or designee.

1. Licensing-Certification: The security personnel shall be licensed by the state of Florida with a "D" license, pursuant to Florida Statute 493. All officers shall maintain this requirement at all times while providing this Service to the County. Any person directing the activities of licensed Security Officers shall also meet the licensing requirements, per Florida Statute 493.6303, and possess a Class "MB" license and a Class "M" license, if applicable.

   Note: Any security personnel, whose license has been revoked, suspended or expired for one year or longer is considered, upon reapplication for a license, an initial applicant and must possess a Class "D" License, which contains the picture of the license holder before he/she can work at the Port.

2. Citizenship Status: The security personnel 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. The County reserves the right to perform checks to verify the above information.

3. English Language Literacy Requirements: The security personnel shall be fully literate (i.e., read and write) in the English language and be able to clearly speak English. Oral command of English must be sufficient to permit full communication, even in times of stress. No exceptions to this requirement will be allowed.

4. Educational Background and Experience: The security personnel working at the post shall possess, at a minimum, a high school diploma or certified equivalency diploma (GED) from a United States accredited and verifiable institution. All unverifiable diplomas shall be translated to determine if the diploma can be converted to a United States GED. All personnel to perform security guard services, shall be fully trained in the requirements of the service, and meet all contract requirements prior to reporting for duty. Personnel must have knowledge, through training or equivalent job experience, in the following:

   i. Current security threats and patterns;
   ii. Recognition and detection of dangerous substances and devices;
   iii. Recognition of characteristics and behavioral patterns of persons who are likely to threaten security;
   iv. Techniques used to circumvent security measures;
   v. Crowd management and control techniques;
   vi. Security related communications;
   vii. Knowledge of emergency procedures and contingency plans;
   viii. Operation, testing, calibration, and maintenance of security equipment and systems;

ix. Inspection, control, and monitoring techniques;
x. Relevant provisions of the Facility Security Plan (FSP);
xi. Methods of physical screening of persons, personal effects, baggage, cargo, and Vessel stores; and
xii. The meaning and the consequential requirements of the different Maritime Security (MARSEC) Levels.

5. Medical Test and Health Requirements: The security personnel shall successfully complete a medical examination, to be conducted at the Contractor's expense prior to duty assignment or as required for reasonable cause by the County. The results of the medical examination shall demonstrate that the employee shall:
   i. Be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;
   ii. Be free from any communicable disease;
   iii. Possess binocular vision, correctable to 20/20 (Snellen);
   iv. Be drug free;
   v. Not be colorblind; and
   vi. Be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without benefit of artificial hearing devices.

6. Criminal Background Checks: The security personnel shall pass an extensive background investigation, which includes a) two years employment history check and b) mandatory state and national criminal history background check and a fingerprint check with the federal Bureau of Investigation, to be completed prior to providing service to the County. All security officers shall pass the mandatory Florida Department of Law Enforcement (FDLE) and national background check, 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. Security personnel shall also pass an extensive mandatory background investigation in accordance with Florida Statute 311.12 which includes a fingerprint-based National Crime Information Center (NCIC)/Federal Citizen Information Center (FCIC) background check via FDLE. Both of the aforementioned background checks are done by the Transportation Worker Identification Credential, and the State of Florida, Division of Licensing, upon issuance of the Security "D" License.

   Notes:
   a) The NCIC and FCIC are conducted by the Division of Licensing and a list of disqualifiers is noted in the Florida Statue 493.6108 and an additional background check is conducted for ALL security personnel when they apply for their TWIC. The TWIC is required for ALL security officers to work in the Port.
   b) The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Relations Department at the established cost of the requested service. The Contractor shall assume all related cost.

7. Equipment and Uniform Requirements

A. Equipment Requirements

The Contractor shall:

a) Be solely responsible for delivery, installation, modifications, calibration, repairs and maintenance of the security equipment, required to perform the Services. Security equipment shall be fully operational at all times during embarkation of a Vessel. In the event of a breakdown or malfunction of any of the security equipment, Contractor shall: a) promptly use alternative screening methods complying with applicable law and regulations; and b) arrange for repair or replacement of such equipment before the next embarkation period. If any security equipment is replaced, the replacement security equipment shall be of equivalent or better capability than the Security

Equipment it replaced. Equipment specifications shall meet industry standards. The County will arrange for all necessary electrical sources.

b) Provide security equipment of the type and quantity specified herein or of an equal substitute:
   i. Passenger carried baggage X-Ray;
   ii. Passenger WTMD; and
   iii. Checked baggage X-Ray.

   Note: Equipment quantities shall be determined by the FSP and operational needs. On a Work Order by Work Order basis, the County will determine the quantity, and if the terminals are already equipped with applicable equipment, the equipment may be leased to the Contractor by the Cruise line.

a) Provide two-way handheld radios (walkie-talkie) to on-duty security personnel. Hand-held radios, licenses for use by the Federal Communications Commission, are required at all Terminals. In addition, one hand-held radio shall be issued by the Contractor, to the Port (at no additional charge), at the discretion of the County Project Manager (additional radios may be requested). The County will be the sole judge of the adequacy of radio communication.

B. Uniform Requirements (per Florida Statute 493)

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

During warm weather months, the County may, at its discretion, permit work without a tie or hat (outdoors only). Every security guard shall be neatly, cleanly, and uniformly garbed during duty hours. Failure to obey uniform regulations will result in penalty deductions to the Contractor by the County, and possible County request to remove the employee from duty at the Terminals. Standard Uniform for all levels of Security Officers and Security Officer's Supervisor shall include:

- Trousers, all-season weight;
- Shirt/blouse, short or long sleeve;
- Tie;
- Cap;
- Belt – solid black;
- Duty Belt;
- Socks – solid black;
- Shoes – solid black Uniform shoes, no high heels, no platform shoes and no sneakers or tennis shoes;
- Shoulder patches to indicate the name of the Contractor sewn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor shall be worn or displayed on the uniform except hats;
- Nametags to be worn centered and aligned at the top of the right shirt pocket; and
- Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, are required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with Contractor's identification, logo or name, or an insignia.

8. **Work Practices, Standards, and Duties**

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. Each security personnel shall adhere to standards of behavior that reflect credit on himself/herself, the Contractor, and the County.

B. Personal Appearance of Guards: A favorable image is a major asset to a protective force. Therefore, a security guard's attitude, courtesy and job knowledge, which are influential in creating this favorable image as is the appearance of the security guard's uniform, shall be monitored by the Contractor, as necessary, to promote a favorable image.

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

i. 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.

ii. Relief: The duties of the security guard post require that the security personnel not leave his/her post until properly relieved.

iii. Starting and Stopping Work: All security personnel 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 tour of duty or until relieved.

D. Deviation from Prescribed Schedule: The Contractor shall authorize its security personnel to deviate from prescribed schedules only when unusual or emergency conditions exist. Such deviations and the reasons are to be recorded in the daily log.

E. Recording Presence: The Contractor's security personnel 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. Security personnel's 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.

F. Post Orders: Post Orders define the basic work to be performed by Security/Screening Officers at the Port, in accordance with FSP and 311.12. Post orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Security/Screening Officers shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Once established, the Contractor shall assure that yearly updated copies are available to Security/Screening Officers. The Contractor shall check each post quarterly for updated Post Orders. Failure to have current Post Orders on site may result in the penalties for vendor non-performance (refer to Section 10, Penalties and deductions). No deviations from the post orders shall be made except for emergencies. All orders (initial or revised) shall be approved by the County Project Manager in writing. Such changes shall not require modification to the contract, but may require amendment to the FSP.

G. Reports, Records and Desk Book: An "Officer's Desk Book" shall be maintained at the guard post and shall contain complete duty instructions for manning the guard 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. The Contractor shall provide these reports to the County upon request by the County Project Manager.

H. Emergency Assistance: In the event of an emergency or unusual occurrence affecting the interest of the County and/or community, the Contractor's employee shall summon appropriate assistance as may be required, such as the local fire and/or police departments, and immediately notify appropriate County officials. The "Emergency Call Numbers List," filed in the Officer's Desk Book, lists key persons to be contacted.

I. Lost and Found: The Contractor's security personnel shall receive and safely store lost and found articles pending return to owner, or for other appropriate disposal as determined by the County.

J. Hazardous Conditions: The Contractor's security personnel shall report daily to County Project Manager, in accordance with procedures in the Officer's Desk Book, potentially hazardous conditions and items in need of repair.

K. Document Submittal: The Contractor shall keep in their files, and be available for inspection, the following documents for each security personnel assigned to Terminal, prior to his/her start of work under any agreement as a result of this Solicitation.

i. Urinalysis Reports (by outside agency within past 60 days)
ii. Training Certification
iii. Proof of Minimum Education Requirements
iv. Licenses
v. Proof of citizenship or work permit or INS I-9 certification

L. Removal from Duty: If the County's Project Manager or his designee receives disqualifying information on a Contractor's security personnel, the Project Manager will request that the Contractor immediately remove said employee from providing services herein, and to the County. The Contractor must comply with all such requests.

i. Suitability: The Contractor's security personnel 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) possession of a record of arrest for continuing offenses, or c) falsification of information submitted for suitability check.

ii. Unfitness for Duty: The Contractor shall immediately remove any security personnel from providing services herein, and to the County, should it be determined by the County Project Manager or designee that such individual(s) assigned to duty have been disqualified for either suitability or security reasons, or who are found to be unfit for performing guard duties during their shifts. 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 work site.
- 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 proper identification or registration on persons.
- Use of County telephones for purposes other than to report to supervisors or to report emergencies.

M. Removal or Approval for Contract: The County may reject any proposed Security Officer/Supervisor/Contractor Field Supervisor as deemed in the County's best interest. The County reserves the right to have the Contractor relieve any employee of the Contractor from a duty assignment, and/or bar the employee from further service under the Contract at the discretion of the County Project Manager or designee.

N. Replacement Employees: The Contractor shall provide the training outlined herein to each replacement employee prior to his/her start of work at the Terminals. Emergency relief security personnel shall be previously trained and approved.

O. 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 individual untrained or unqualified guard to a period not-to-exceed a cumulative total of 68 hours.

9. Compliance

The Contractor shall be compliant with the following:

a) Relevant requirements of the FSP;
b) Requirements of the MTSA of 2002, as amended, and its related regulations;
c) Section 311, Florida Statutes, as amended, and any related regulations (collectively, the "FTSA");

10. Fines and Deductions

The following fines for nonperformance or unsatisfactory performance may be imposed by the County against the Contractor:

A. Major Infractions: Any major infractions, as determined by the County's Project Manager or his designee, may result in a non-negotiable fine of up to $100.00 per incident. Major infractions are defined as:

- Failure to have current post orders on site.
- Failure to provide security guard coverage.
- Failure to provide specified inspections.
- Security guard employee sleeping on duty.
- Security guard employee working under the influence of drugs or alcohol.
- Security guard employee 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 a security guard employee.
- Refusing to render assistance or cooperate with the purposes of the security program.
- Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.
- A security guard working over 16 consecutive hours at guard post.

B. Minor Infractions: Any minor infraction, as determined by the County's Project Manager or his designee, may result in a $50.00 fine per incident. Minor infractions are defined as:

- Security guard employee with improper uniform or unsatisfactory appearance.
- Failure to make prescribed communication checks.

- Failure to post company-supplied nameplate.
- Failure to properly equip security officer.
- Security guard employee conducting personal affairs while on duty.

The deduction schedule will be applied separately to each documented violation. All compliance deductions will be applied by the County to the monthly invoice.

11. Compensation

The Contractor shall provide compensation equal to or exceeding the Living Wage benefits, as specified in Appendix D, Supplemental General Conditions, Living Wage Ordinance (ord. No. 99-44).

A. Hourly Wage

Security guards shall be paid a minimum of $12.23 per hour for a forty-hour workweek excluding other fringe benefits. Security guards and supervisors shall receive at least an additional $1.78 per hour of compensation, or such amount that it may be increased to as per the Living Wage Ordinance, either as hourly wages or medical benefits, the details of which are specified in Appendix C. The Contractor shall provide to the County a schedule of wages, incentives and benefits for each employee providing the security guard services requested herein. Note: Living Wage rates above are effective October 1, 2013 through September 30, 2014.

B. Overtime

The County will **not** pay an overtime rate. The Contractor shall:

a) Pay the employee for additional hours, on an overtime basis, equal to one and one-half times the hourly rate for all hours in excess of 40 hours per week. This includes instances when overtime is caused by special request of the County or by Force Majeure. Each occurrence for overtime will require an individual waiver provided by the County Project Manager or designee.
b) Pay overtime rate for all man hours over 10 hours of service in any 24 hour period.
c) Pay employees the overtime rate for the eight holidays (New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day), if service is provided.

To ensure personnel safety and to prevent fatigue or other unsafe conditions, personnel shall not work in excess of 68 hours per week, unless specifically approved by the Contractor's Project Manager and the County Project Manager or designee.

Note: Ship calls are approximately 12-13 hours. If a ship is delayed, PortMiami is notified in advance, allowing for change in shift or security personnel, therefore, no overtime should be incurred.

C. Fringe Benefits

The Contractor shall use full-time employees, who shall be entitled to all fringe benefits normally received in established security service companies.

12. Progress Meetings

The County may hold periodic 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 services provided by the Contractor. The County Project Manager or designee reserves the right to call meetings at any time by notifying Contractor. The Contractor's Project Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Project Manager or designee unless specifically waived by the County Project Manager or designee. In emergency cases, advanced notice is not required.

Appendix B
Price Schedule

Prices shown below is the maximum hourly rates for providing the services as stated in Appendix A, Scope of Services, Appendix A, for the term of the contract, including any option or extension periods, in accordance with the following:

Personnel/K-9	Maximum Hourly Rates
Terminal Security Officer	$26.59
Maritime Security Officer	$20.94
Facility Security Officer	$26.59
Screener/A-Pass/Operator	$23.92
Security Officer Supervisor	$25.10
K-9 @ 2 units per shift	$80.00
Personnel	**Maximum Annual Rate**
Project Manager	$67,964.40

Notes:

1. The above rates are the maximum amounts the Contractor may propose in any Work Order Proposal Requests, except as increased by Living Wage pursuant to Article 8 in the Contract. Yearly percentage increase in the living wages may be applied to the classifications that are billed to the County at hourly rates. Living Wage increases may be negotiated.
2. The above rates include all costs such as, full compensation for labor, equipment, equipment use, 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.
3. Notwithstanding the rates above, Work Orders may be awarded on a per passenger basis or any other pricing structure pursuant to the applicable Work Order for each individual cruise line.
4. The County **will not** pay an overtime rate. It is the Contractor's responsibility to factor this rate and incorporate in Work Order Price Schedules.
5. Notwithstanding the maximum 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 assessed as liquidated damages.
6. The County reserves the right to negotiate the final terms, conditions, and pricing of any Work Order, as may be in the best interest of the County.

APPENDIX C
HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement by and between the Miami-Dade County, Florida ("County"), and _____, Business Associate ("Associate").

RECITALS

A. As part of the Agreement, it is necessary for the County to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").

B. County and Associate intend to protect the privacy and provide for the security of PHI, including but not limited to, ePHI, disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to the Agreement, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Sections 160.103, 164.304 and 164.501.

a. "Business Associate" shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

b. "Covered Entity" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

d. "Electronic Protected Health Information" or "ePHI" means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

e. "Electronic Media" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 160.103.

f. "Security incident" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 164.304.

2. **Obligations of Associate.**

a. Permitted Uses and Disclosures. Associate may use and/or disclose PHI received by Associate pursuant to the Agreement ("County's PHI") solely in accordance with the specifications set forth in the Scope of Services, Appendix A. In the event of any conflict between this Addendum and Appendix A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]

b. Nondisclosure. Associate shall not use or further disclose County's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii)(A)]

c. Safeguards. Associate shall use appropriate safeguards to prevent use or disclosure of County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the County. [45 CFR § 164.314(a)(2)(i)(A)] County has at its sole discretion, the option to audit and inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).

d. Reporting of Disclosures. Associate shall report to the County's Project Manager, any use or disclosure of the County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)] Associate shall report to the County through the County's Project Manager, any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]

e. Associate's Agents. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) the County, agrees in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the County, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)] In no case may Associate's Agents reside and operate outside of the United States.

f. Documentation of Disclosures. Associate agrees to document disclosures of the County's PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide the County or an individual, in a time and manner designated by the County, information collected in accordance with the Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528]

g. Availability of Information to County. Associate shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for, disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)]

h. Amendment of PHI. Associate shall make the County's PHI available to the County as may be required to fulfill the County's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by the County, incorporate any amendments to the County's PHI into copies of such PHI maintained by Associate, and in the time and manner designated by the County. [45 CFR § 164.504(e)(2)(ii)(F)]

i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the County or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(ii)(H) and 45 CFR Part 64, Subpart C.]

j. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the County's PHI by Associate in violation of the requirements of this Addendum.

k. Associate's Insurance. Associate agrees to maintain the insurance coverage provided in the Agreement.

l. Notification of Breach. Associate shall notify the County within twenty-four (24) hours, and shall provide written notice no later than forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

m. Expenses. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.

n. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Associate and the County and are intended only for their benefit. Neither Associate nor the County intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party nor shall any other third party have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

3. **Audits, Inspection and Enforcement.** From time to time, after reasonable notice, upon any breach of this Addendum by Associate, the County may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of this Addendum and shall certify the same to the County in writing. The fact that the County inspects, or fails to utilize its right to inspect, Associate's facilities, systems, books, records, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does the County's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate to remedy such breach, constitute acceptance of such practice or a waiver of the County's enforcement rights under this Addendum.

4. **Termination.**

a. Material Breach. A breach by Associate of any provision of this Addendum, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by the County. [45 CFR § 164.504(e)(3) and 45 CFR § 164.314(a)(2)(i)(D)]

b. Termination for Cause - Reasonable Steps to Cure Breach. If the County recognizes a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Agreement pursuant to Section 4a, above, the County may provide an opportunity for Associate to end the violation or cure the breach within five (5) days, or other cure period as may be specified in the Agreement. If Associate does not cure the breach or end the violation within the time period provided, the County may immediately terminate the Agreement.

c. Judicial or Administrative Proceedings. The County may terminate the Agreement, effective immediately, if (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations (or other security or privacy law) is made in any administrative or civil proceeding.

d. Effect of Termination. Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the County all PHI, including but not limited to ePHI, received from the County (or created or received by Associate on behalf of the County) that Associate still maintains in any form. This provision shall also apply to County PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if return or destruction is not feasible, Associate shall provide to the County notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information,

and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(I)]

5. **Indemnification.** Associate shall indemnify and hold harmless the County and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, trustees, 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 Addendum by Associate or its employees, agents, servants, partners, principals, or subcontractors. Associate 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 any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of the Agreement.

6. **Limitation of Liability.** Nothing in this Addendum shall be construed to affect or limit the County's sovereign immunity as set forth in Florida Statutes, Section 768.28.

7. **Amendment.**

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to the security and privacy of PHI, including electronic data, are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the County's request, Associate agrees to promptly enter into an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The County, in addition to any other remedies including specific performance, may terminate the Agreement upon five [5] days' written notice in the event Associate does not enter into said amendment to the Agreement providing assurances regarding the safeguarding of PHI that the County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of the HIPAA laws.

8. **Assistance in Litigation or Administrative Proceedings.** Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to the County at the County's convenience upon reasonable notice, at no cost to the County, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

9. **Effect on Agreement.** Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect. In the event of any conflict between this Addendum and Agreement, this Addendum shall control.

10. **Interpretation.** This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and applicable Florida laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

11. **Jurisdiction**. Any litigation between the parties regarding the terms of this Addendum shall take place in Miami-Dade County, Florida.

Appendix D

SUPPLEMENTAL GENERAL CONDITION

Proposers are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) will apply to any contract(s) awarded pursuant to this solicitation. By submitting a proposal pursuant to these specifications, a bidder is hereby agreeing 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 this solicitation.

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 any service 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 service contractor's contract with the County.

I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services. Service 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 service 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 service 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 service 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 Service 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 service 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 $14.01 per hour or $12.23 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 $1.78 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 the Department of Business Development, 175 Northwest First Avenue, 28th Floor, Miami, FL 33128, (305) 349-5960.

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 service 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 Department of Business Development (DBD) for depository into the DBD 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 a service 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 service 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 service 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 service 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 service 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 service 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 service 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 service 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 service 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.

Appendix E

MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

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

STATE OF FLORIDA)
SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____

_____ As Principal, and _____

_____

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

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

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

_____

_____

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

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

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

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

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

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

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

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20_____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

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

_____

_____ _____
Two Witnesses Signature of Individual

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

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

_____ _____
Signature of Individual

_____ _____
Two Witnesses Printed Name of Individual

WHEN THE PRINCIPAL IS A PARTNERSHIP:

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

_____ _____
Printed Name of One Partner

_____ _____
Two Witnesses Signature of One Partner

WHEN PRINCIPAL IS A CORPORATION:

_____

_____ _____
Secretary Correct Name of Corporation

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

Attest:

_____ _____
Corporate Surety

Countersigned: _____
Business Address

_____ By: _____
Florida Resident Agent Corporate Seal

CORPORATE PRINCIPAL CERTIFICATION

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

Corporate Seal

STATE OF FLORIDA)
SS
COUNTY OF DADE)

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

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

_____

Notary Public, State of _____ at Large

My commission expires _____

PortMiami Security Guard Services Pool

Contract No. RFQ883b

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between AlliedBarton Security Services, LLC, a corporation organized and existing under the laws of the State of Delaware, having its principal office at 161 Washington Street, Suite 600, Conshohocken, PA 19428 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide security guard and screening services for cruise lines at PortMiami, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Qualifications (RFQ) No. 883 and all associated addenda and attachments, incorporated herein by reference; any Work Orders issued as a result of this Agreement; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated September 27, 2013, 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 County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFQ No. 883 and all associated addenda, and the Contractor's Proposal.

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, Internal Services Department, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean AlliedBarton Security Services, LLC 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" to mean 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 Mayor 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.

n) The words "Work Order" to mean an assignment of work issued by the County to a Pool member to perform work specified therein.

o) The words "Work Order Proposals" to mean a documentation presented by Pool members in response to a Work Order Proposal Request (WOPR).

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) appendices to the terms and conditions (Scope of Services and Price Schedule), 3) any Work Order issued as a result of this Agreement, 4) the Miami-Dade County's RFQ No. 883 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

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

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

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

ARTICLE 4. NATURE OF THE AGREEMENT

a) 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, identified in any Work Order issued to the Contractor, 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 indicated on the first page of this Agreement and shall continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a two-year option-to-renew period. 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.

Work Order Term
Work Orders shall expire as stated on each individual Work Order issued under this Contract, and may extend past the expiration of this Contract. The provisions of any specific Work Order which commences prior to the termination date of this Contract, and which will extend beyond said termination dates shall survive the expiration or termination hereof.

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
PortMiami
1015 North American Way, 2nd Floor
Miami Florida 33132
Attention: Director
Phone: (305) 329-4031
Fax: (305) 375-3070

and,

b) to the Contract Manager:

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

Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

AlliedBarton Security Services, LLC
600 W. Hillsboro Blvd., Suite 350
Deerfield Beach, FL 33441
Attention: Richard Mullan, Vice President/General Manager
Phone: (954) 698-5888
Fax: (954) 425-8275
E-mail: Richard.mullan@alliedbarton.com

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract and any subsequent Work Order. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in the applicable Work Order. 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, or a change to the applicable Work Order by the County.

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

ARTICLE 8. PRICING

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

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement and any subsequent Work Order, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County at the end of each month, for the previous month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, 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 (45) 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 Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County
PortMiami
1015 North American Way, 2nd Floor
Miami, Florida 33132
Attention: Danny Ball

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 Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

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

2. Commercial General 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 Services, in an amount not less than $1,000,000 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 "A-" as to management, and no less than "Class VII" as to financial strength 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 Financial Services 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.

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. If the insurance certificate is received within the specified timeframe 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 ensuring 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 agrees to execute and deliver to the County a Performance and Payment Bond, prepared on the applicable bond form(s) (see Appendix E). The Performance and Payment Bond Form, provided by the County, shall be the only acceptable form for these bonds. The Bond(s), in the amount of 10% of the Contract annual Work Order amount, shall be delivered to the County within 15 calendar days after formal notice from the County. If the Contractor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the contractor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that Contractor for a twelve-month period following such default. The following specifications shall apply to any bond provided:

Surety Bond Qualifications:

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 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 comply with 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 Mayor 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 Mayor'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 Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor 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 Mayor 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 Mayor 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 Mayor 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 Mayor, 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 appendices 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 Section 2-481 of the Miami-Dade County Code, 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 in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County 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 and any subsequent Work Order, 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.

d) In addition to cancellation or termination as otherwise provided in this Agreement, or any subsequent Work Order, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

e) In the event that the County exercises its right to terminate this Agreement, or any subsequent Work Order, 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 non-cancelable 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

f) In the event that the County exercises its right to terminate this Agreement, or any subsequent Work Order, 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 or applicable Work Order up to the Effective Termination Date; and

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

g) 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 or any subsequent Work

Order 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 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 the terms of this Agreement or any subsequent Work Order. 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 timeframe, the County may:

i. treat such failure as a repudiation of this Agreement or any subsequent Work Order; and

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 or any subsequent Work Order 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 and/or any subsequent Work Order 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 re-procurement 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. FAILURE TO PERFORM (Liquidated Damages)

The Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The County, at its sole discretion, will determine the damages arising from such failure. The County Project Manager's or designee's assessment of all liquidated damages will be final. The County will accomplish this by deducting the amount of the liquidated damages from subsequent payments due for service rendered by the Contractor. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of liquidated damages. Subsequent violations will result in the Contractor non-performance. Any of these violations may result in Contractor's personnel being removed from the post and/or any Contract as a result of this Solicitation, at the request of the County Project Manager or designee.

- The 1st infraction may result in liquidated damages of $100.00.
- The 2nd infraction may result in liquidated damages of $200.00.
- The 3rd and subsequent infractions may result in liquidated damages of $300.00;

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

Notes:

a) Unless it is determined by the County Project Manager that it is a special violation, in which case, the 1st infraction will result in liquidated damages of $500.00, the 2nd infraction $1000.00, and the 3rd infraction $1500.00.

b) Refer to Appendix A, Section 2.10, Penalties and Deductions, for a list of major and

minor incidences, and the applicable fines.

A written notice of a violation and intent to impose liquidated damages shall be provided to the Contractor in the form of an Infraction Report. Infraction Reports shall be issued to the Contractor promptly by the County 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 shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) 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 copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) 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.

d) 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).

e) 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.

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 with 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/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, 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 Ethics 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 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 3-38; (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 and/or any subsequent Work Order, 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 without regard to 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 a 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 award 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 Section 2-8.10 of the Miami-Dade County Code, 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 three (3) business 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 Miami-Dade County Ordinance 99-44 apply to this Contract. The Contractor hereby agrees to comply with the provisions of Ordinance 99-44 as presented in the Supplemental General Condition (Attachment 1), and acknowledges awareness of the penalties for non-compliance.

ARTICLE 43. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/.

ARTICLE 44. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

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

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

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

ARTICLE 45. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be

required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 46. 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: RPM	By:
Name: Richard P. Mullan	Name: Carlos A. Gimenez
Title: VP/GM	Title: Mayor
Date: 20 Jan 2014	Date:
Attest: Leonora Slade Corporate Secretary/Notary Public	Attest: Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
LEONORA SLADE Notary Public - State of Florida My Comm Expires Nov 2, 2014 Commission # EE 39556	Assistant County Attorney

Appendix A
Scope of Services

1. Background

PortMiami is among America's busiest ports and is recognized throughout the world with the dual distinction of the Cruise Capital of the World and the Cargo Gateway of the Americas. PortMiami is home to the world's most distinguished cruise lines; nearly 4 million cruise passengers traveled through the Port in FY 2012, as well as 8.1 million tons and 807,000 TEUs (twenty-foot equivalent units) of cargo. The commercial trade contributes approximately $27 billion annually to the South Florida economy and helps provide direct and indirect employment of 207,000 jobs. PortMiami's primary goal is to promote growth in both the cruise and cargo industries in the County. PortMiami is recognized world-wide as an innovative leader in safety and security, and was recently recognized by the Florida Department of Law Enforcement, as one of Florida's most-secure ports. For more about the Port, visit the Port's website at http://www.miamidade.gov/portofmiami.

The County has established the PortMiami Security Guard and Screening Services Pool (the Pool) of qualified security firms to provide an acceptable level of security guard service to various cruise terminals, through unarmed, uniformed security personnel, at a competitive price. PortMiami, via awarded security guard firms through the Pool, will provide security guard services which include, but are not limited to a) terminal access control, b) screening of passengers and their bags, c) screening of vessel provisioning using canine services, and d) optional security guard services for PortMiami. The County may at any time, perform unannounced inspections to the terminals and any office space/areas, at PortMiami, utilized by the Contractor, for the purpose of providing service to the County. Pool members will propose on requests for security service through Work Order Proposal Requests (WOPR), issued by the Internal Services Department (ISD), Procurement Management, on behalf of PortMiami.

2. Work Order Process

A. Structure of Pool

This may be updated periodically to reflect new County requirements, and will be supplemented, upon project award, by individual Work Orders specifying project scopes, price and plan of action, for providing the services to the cruise lines requesting the security guard services. Selection into the Pool does not guarantee work and does not provide for exclusive rights to provide these services to the County.

At the County's discretion, Pool members may be dropped from the Pool for poor performance, being in arrears in obligations to the County, and any other reason specified by County policies and procedures.

B. Assignment of Terminals

Membership in the Pool is a prerequisite for having an opportunity to submit proposals and obtain work through this Pool. When a request for security guard services arises, the County will provide Pool members with information regarding the selection process and response requirements, to include written proposals and potentially oral presentations. Recommendations for competitive awards will be made generally based on quality and/or price. The County reserves the right to establish an alternate, streamlined method for assigning Terminals.

Security guard and screening services requests will include potentially any Cruise Line at the Port. Services through the Pool will be offered to all cruise lines at the Port, and may be utilized by PortMiami as needed. Cruise lines requesting the services from the County, will use the Pool, except for cause as approved by the County.

C. Award

The County reserves the right to enter into negotiations, for individual Work Orders, with the recommended Contractor(s). If the County and the recommended Contractor cannot negotiate a successful agreement, the County may terminate said negotiations and begin negotiations with the next

highest ranked Contractor. No Pool member shall have any rights against the County, arising from such negotiations.

D. Award of Additional Services
The County reserves the right to award additional services for, and updates to, a previously awarded Work Order to the same Pool member that was awarded the original Work Order.

3 Minimum Qualification Requirement

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

4. Requirements and Services to be Provided

A. Requirements Prior to Notice-To-Proceed
PortMiami will issue a Notice-To-Proceed (NTP) on a Work Order by Work Order basis, with the general requirements listed herein, after the Contractor has met the following requirements. The Contractor shall commence work upon issuance of a NTP by the County.

The Contractor shall:

1. Have a local management office, located within Miami-Dade County, to afford the County easy access to inspect records and logs. The County reserves the right to inspect the office at any time. This location will provide centralized dispatching service manned by experienced security personnel. A mobile transmitter/receiver, operated by field personnel, will not be considered sufficient to adequately provide such service. Contractor's key personnel, who have the authority to take immediate action on behalf of the Contractor, shall be available at the local office. The dispatcher on duty shall be available for contact by "local" telephone call and 2-way radio from the Port at all times.

Note: The County will not provide office space for the Contractor(s) at PortMiami.

2. Execute and deliver to the County, prior to the issuance of a NTP, a Performance and Payment Bond in the amount of 10% of the total agreed upon annual Work Order price. A separate bond for each cruise terminal and/or PortMiami Work Order, shall be prepared on the applicable County bond forms.

3. Maintain the Insurance requirements as specified in Article 10 of the Contract.

4. Provide all necessary permits, licenses and certificates for Contractor, Contractor's Security Project Manager and Security personnel, that will be assigned to the Contract, and comply with all applicable federal, state and municipal laws. The security personnel requirements are specified in Section 6.

5. Have a communication system that meets the requirements as specified in Section 7(A). 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, prior to the issuance of the 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.

6. Provide a Quality Assurance Plan (QAP), to assure that the requirements of the Services are met. The QAP shall be approved by the County Project Manager before the NTP is issued by the County. Changes to the QAP, shall be submitted to the County Project Manager or designee, for approval, as they are made. The QAP shall include, but not be limited to the following:

i. Inspection System
The inspection system shall identify the activities to be inspected on a scheduled and/or an unscheduled basis, how often and in what manner the inspections will be accomplished, and the name and rank of security personnel who will perform the inspections.

The ***minimum*** number of inspections by off-site supervisors or management-level personnel shall be once per shift. Hourly communication checks will be made during the operating hours. Failure to make contact with a security guard by telephone and radio shall require a supervisor to immediately conduct an on-site inspection to confirm that the Terminals or guard posts at the Port are manned. In the case of complaints or evidence of improper behavior, the inspection frequency shall be increased to half-hour communication checks, at the request of the County Project Manager or designee. These inspections are vital to the operation of the guard system. The visiting inspector shall observe the guard on duty, inspect the facilities and post records and shall sign the post log book to document inspections.

ii. Corrective Action Procedures
The Contractor's corrective action procedures shall cover standard operating procedures to be used by the Contractor to respond to, and correct deficiencies in services, which have been identified by either the Contractor or the County.

7. Provide sufficient training to security personnel in:

   i. Basic security guard duties, including but not limited to, report writing, safety and fire prevention, patrol methods, police authority and jurisdiction, identification, and other security matters prior to duty assignment.
   ii. The specific post orders and procedures for the security guard services. This training shall take place prior to NTP, and prior to the security guard commencing the services required herein.

8. Conduct an on-site and in-depth review, with the County Project Manager, of the total contract requirements covering the following:

   i. Policy and specific procedures for responding to an emergency,
   ii. Proposed security personnel eligibility documentation,
   iii. Proposed security personnel training procedures,
   iv. Post Orders,
   v. Communication system, and
   vi. Inspection system and corrective action procedures.

B. General Requirements
The Contractor shall:

1. Provide the Facility Security Officer with a Declaration of Security that addresses the security requirements, required by the USCG for each Vessel call at the Terminal for which Contractor shall provide security guard services.

2. Post orders at each Terminal, and at the designated posts at the Port. All security personnel 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 Project Manager prior to posting.

3. Meet with the appropriate Port security officers and/or appropriate employees of any of cruise lines operating at the Port, prior to arrival of any cruise Vessel that may call at the Terminal, and meet

with the relevant Vessel security officers upon arrival of the Vessel to ensure that the Terminals are secure.

4. Furnish adequate management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at the Port, as described herein.

5. Update and submit the existing Facility Security Plan (FSP) to, and seeking its approval by, the United States Coast Guard (USCG). The FSP shall include at a minimum:
   i. Security Administration: Managerial and supervisory staffing levels,
   ii. Authority and decision making capacity of key personnel,
   iii. Personnel Training,
   iv. Coverage of unscheduled post vacancies, short-term post, and shift changes,
   v. Drills and exercises
   vi. Records and documentation
   vii Procedures for interfacing with Vessels
   vii. Responses to Change in Maritime Security (MARSEC) Levels
   viii. Declaration of Security
   ix. Communications
   x. Security Systems and equipment quantity and maintenance
   xi. Security measures for access control, restricted areas, handling baggage, and monitoring
   xii. Security incident procedures
   xiii. Audits and security plan amendments

   Notes: The existing FSP is on file with the Port and has been approved by the USCG. The FSP will be made available at the time of NTP, and upon the Contractor signing a non-disclosure statement.

6. Ensure that the services furnished are in conformity with practices which are generally current in the security industry. Contractor's responsibility is limited to providing physical security services, and shall not warrant that the services furnished will prevent loss.

7. Conduct periodic security drills at the Port (once every quarter), in addition to an annual emergency drill exercise (frequency cannot exceed more than eighteen months).

8. Issue uniforms to each employee performing security guard services who shall always present a clean, neat, professional appearance. Uniforms shall be 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 (refer to Section 7, for Uniform Requirements). The cost of uniforms, as further described herein, shall be the responsibility of the Contractor.

9. Issue to each employee performing the security guard services herein, the Transportation Worker Identification Credential (TWIC). Said credentials shall be displayed while on duty at all times, and shall be maintained by security personnel. All employees assigned must also be issued a valid company badge, valid State of Florida "D" License, and valid Port identification. The company badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.

   Notes: a) TWIC is a vital security measure that will ensure individuals who pose a threat, do not gain unescorted access to secure areas of the nation's maritime transportation system. TWIC was established by Congress through the Maritime Transportation Security Act (MTSA) and is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. TWICs are tamper-resistant biometric credentials that will be issued to workers who require unescorted access to secure areas of ports, Vessels and outer continental shelf facilities, and all credentialed merchant mariners. b) The cost of the TWIC is $129.75, and the Port identification badge is of no charge to permitted vendors. The credentials are valid for five years. The cost to renew the TWIC is $60.00, and is valid for three years.

10. Coordinate with the County Project Manager to ensure security checkpoints and screening areas are functional and utilized in an efficient manner. The Contractor shall provide services at security checkpoints and screening areas including but not limited to the following:

    i. Terminal access control for passengers, crewmembers, vendors, contractors or other cruise lines' employees or guests;
    ii. A listing of all persons who visited the Terminal or Vessel during the Vessel's call, excluding crew and passengers;
    iii. Screening of passengers, crew, vendors, contractors, or other cruise line employees or guests accessing the Vessel via the gangway for prohibited items including, but not limited to, those items set forth in a list to be provided by the Port or its designee, using security equipment, as specified in Section 7;
    iv. Screening of all passenger baggage for prohibited items including, but not limited to, those items set forth in a list to be provided by the County Project Manager or designee, using the Security Equipment;
    v. Screening of Vessel provisions using K-9 services trained/certified in accordance with applicable laws and regulations, and the approved FSP; and
    vi. Such other reasonable additional security measures as may be requested based on particular security concerns, by the County, a cruise line's director of security and surveillance, or a Vessel's security officer.

5. Optional Services to be Provided at PortMiami

The County reserves the right to utilize the Pool to provide security guard and screening services for PortMiami, as needed, to complement existing PortMiami security personnel. The Scope of Services would be developed on a Work Order by Work Order basis.

6. Security Personnel Requirements, Qualifications, and Standards

A. Security Personnel Requirements

The Contractor shall provide security personnel of the type and quantity as determined by the FSP, the operational needs, and for the purposes specified herein.

The Contractor shall:

1. Designate a minimum of one appropriately licensed individual to act as Security Manager, directing the activities of the Class "D" employees, who will provide the Services herein.

2. Provide sufficient Security Supervisors with which to inspect the Terminals or guard posts at least once per shift, during the hours of operations.

3. Provide the following essential personnel:

    i. Facility Security Officers (FSO), who shall be the direct report of the Contractor's Terminal Security Officer (see ii below). Contractor shall assign at least one FSO for each day a Vessel calls at the Port. The FSO's responsibilities shall include a) on-site training and work direction, b) remaining in instant communication with the Contractor's control center, and c) observing the condition and performance of the security guards, the condition of the post, the post environment and level of activity.
    ii. Terminal Security Officers (TSO) who shall be responsible for supervision of shore-side security operations for the Terminals on days of operations. The Contractor shall assign a TSO for each Terminal for which the Contractor is providing security guard services.
    iii. Security Supervisors who shall be responsible for different (smaller) areas for the Terminals on days of operations and report to the TSO.
    iv. Screener/A-Pass Operator, who shall be responsible for terminal access controls, screening of persons and baggage as specified in Section 5. The Screener shall be responsible for the

calibration of the X-Ray machine, walk through metal detectors, and hand held detectors. A-Pass Operator shall swipe the traveler's "sail and sign" card to verify access to the Vessel. Depending on the Cruise Line, Screener/A-Pass shall have advanced training in the use of screening equipment and search procedures.

v. Maritime Security Officer (MSO) who shall be responsible for providing access control to the Terminals. Maritime Security Officers shall have the required training in the maritime field for basic maritime security functions, with advanced training in the use of screening equipment and search procedures.

B. Security Personnel Qualifications and Standards

To be eligible to perform security guard services requested herein, all levels of security personnel shall be a minimum of 21 years of age, and meet the following qualifications and standards regarding education, background, experience, health and citizenship, as established in this section, unless specifically and individually waived in writing by the County Project Manager or designee.

1. Licensing-Certification: The security personnel shall be licensed by the state of Florida with a "D" license, pursuant to Florida Statute 493. All officers shall maintain this requirement at all times while providing this Service to the County. Any person directing the activities of licensed Security Officers shall also meet the licensing requirements, per Florida Statute 493.6303, and possess a Class "MB" license and a Class "M" license, if applicable.

   Note: Any security personnel, whose license has been revoked, suspended or expired for one year or longer is considered, upon reapplication for a license, an initial applicant and must possess a Class "D" License, which contains the picture of the license holder before he/she can work at the Port.

2. Citizenship Status: The security personnel 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. The County reserves the right to perform checks to verify the above information.

3. English Language Literacy Requirements: The security personnel shall be fully literate (i.e., read and write) in the English language and be able to clearly speak English. Oral command of English must be sufficient to permit full communication, even in times of stress. No exceptions to this requirement will be allowed.

4. Educational Background and Experience: The security personnel working at the post shall possess, at a minimum, a high school diploma or certified equivalency diploma (GED) from a United States accredited and verifiable institution. All unverifiable diplomas shall be translated to determine if the diploma can be converted to a United States GED. All personnel to perform security guard services, shall be fully trained in the requirements of the service, and meet all contract requirements prior to reporting for duty. Personnel must have knowledge, through training or equivalent job experience, in the following:

   i. Current security threats and patterns;
   ii. Recognition and detection of dangerous substances and devices;
   iii. Recognition of characteristics and behavioral patterns of persons who are likely to threaten security;
   iv. Techniques used to circumvent security measures;
   v. Crowd management and control techniques;
   vi. Security related communications;
   vii. Knowledge of emergency procedures and contingency plans;
   viii. Operation, testing, calibration, and maintenance of security equipment and systems;

ix. Inspection, control, and monitoring techniques;
x. Relevant provisions of the Facility Security Plan (FSP);
xi. Methods of physical screening of persons, personal effects, baggage, cargo, and Vessel stores; and
xii. The meaning and the consequential requirements of the different Maritime Security (MARSEC) Levels.

5. Medical Test and Health Requirements: The security personnel shall successfully complete a medical examination, to be conducted at the Contractor's expense prior to duty assignment or as required for reasonable cause by the County. The results of the medical examination shall demonstrate that the employee shall:
   i. Be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;
   ii. Be free from any communicable disease;
   iii. Possess binocular vision, correctable to 20/20 (Snellen);
   iv. Be drug free;
   v. Not be colorblind; and
   vi. Be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without benefit of artificial hearing devices.

6. Criminal Background Checks: The security personnel shall pass an extensive background investigation, which includes a) two years employment history check and b) mandatory state and national criminal history background check and a fingerprint check with the federal Bureau of Investigation, to be completed prior to providing service to the County. All security officers shall pass the mandatory Florida Department of Law Enforcement (FDLE) and national background check, 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. Security personnel shall also pass an extensive mandatory background investigation in accordance with Florida Statute 311.12 which includes a fingerprint-based National Crime Information Center (NCIC)/Federal Citizen Information Center (FCIC) background check via FDLE. Both of the aforementioned background checks are done by the Transportation Worker Identification Credential, and the State of Florida, Division of Licensing, upon issuance of the Security "D" License.

   Notes:
   a) The NCIC and FCIC are conducted by the Division of Licensing and a list of disqualifiers is noted in the Florida Statue 493.6108 and an additional background check is conducted for ALL security personnel when they apply for their TWIC. The TWIC is required for ALL security officers to work in the Port.
   b) The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Relations Department at the established cost of the requested service. The Contractor shall assume all related cost.

7. Equipment and Uniform Requirements

A. Equipment Requirements

The Contractor shall:

a) Be solely responsible for delivery, installation, modifications, calibration, repairs and maintenance of the security equipment, required to perform the Services. Security equipment shall be fully operational at all times during embarkation of a Vessel. In the event of a breakdown or malfunction of any of the security equipment, Contractor shall: a) promptly use alternative screening methods complying with applicable law and regulations; and b) arrange for repair or replacement of such equipment before the next embarkation period. If any security equipment is replaced, the replacement security equipment shall be of equivalent or better capability than the Security

Equipment it replaced. Equipment specifications shall meet industry standards. The County will arrange for all necessary electrical sources.

b) Provide security equipment of the type and quantity specified herein or of an equal substitute:
   i. Passenger carried baggage X-Ray;
   ii. Passenger WTMD; and
   iii. Checked baggage X-Ray.

Note: Equipment quantities shall be determined by the FSP and operational needs. On a Work Order by Work Order basis, the County will determine the quantity, and if the terminals are already equipped with applicable equipment, the equipment may be leased to the Contractor by the Cruise line.

a) Provide two-way handheld radios (walkie-talkie) to on-duty security personnel. Hand-held radios, licenses for use by the Federal Communications Commission, are required at all Terminals. In addition, one hand-held radio shall be issued by the Contractor, to the Port (at no additional charge), at the discretion of the County Project Manager (additional radios may be requested). The County will be the sole judge of the adequacy of radio communication.

B. Uniform Requirements (per Florida Statute 493)

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

During warm weather months, the County may, at its discretion, permit work without a tie or hat (outdoors only). Every security guard shall be neatly, cleanly, and uniformly garbed during duty hours. Failure to obey uniform regulations will result in penalty deductions to the Contractor by the County, and possible County request to remove the employee from duty at the Terminals. Standard Uniform for all levels of Security Officers and Security Officer's Supervisor shall include:

- Trousers, all-season weight;
- Shirt/blouse, short or long sleeve;
- Tie;
- Cap;
- Belt – solid black;
- Duty Belt;
- Socks – solid black;
- Shoes – solid black Uniform shoes, no high heels, no platform shoes and no sneakers or tennis shoes;
- Shoulder patches to indicate the name of the Contractor sewn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor shall be worn or displayed on the uniform except hats;
- Nametags to be worn centered and aligned at the top of the right shirt pocket; and
- Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, are required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with Contractor's identification, logo or name, or an insignia.

8. Work Practices, Standards, and Duties

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. Each security personnel shall adhere to standards of behavior that reflect credit on himself/herself, the Contractor, and the County.

B. Personal Appearance of Guards: A favorable image is a major asset to a protective force. Therefore, a security guard's attitude, courtesy and job knowledge, which are influential in creating this favorable image as is the appearance of the security guard's uniform, shall be monitored by the Contractor, as necessary, to promote a favorable image.

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

i. 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.

ii. Relief: The duties of the security guard post require that the security personnel not leave his/her post until properly relieved.

iii. Starting and Stopping Work: All security personnel 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 tour of duty or until relieved.

D. Deviation from Prescribed Schedule: The Contractor shall authorize its security personnel to deviate from prescribed schedules only when unusual or emergency conditions exist. Such deviations and the reasons are to be recorded in the daily log.

E. Recording Presence: The Contractor's security personnel 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. Security personnel's 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.

F. Post Orders: Post Orders define the basic work to be performed by Security/Screening Officers at the Port, in accordance with FSP and 311.12. Post orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Security/Screening Officers shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Once established, the Contractor shall assure that yearly updated copies are available to Security/Screening Officers. The Contractor shall check each post quarterly for updated Post Orders. Failure to have current Post Orders on site may result in the penalties for vendor non-performance (refer to Section 10, Penalties and deductions). No deviations from the post orders shall be made except for emergencies. All orders (initial or revised) shall be approved by the County Project Manager in writing. Such changes shall not require modification to the contract, but may require amendment to the FSP.

G. Reports, Records and Desk Book: An "Officer's Desk Book" shall be maintained at the guard post and shall contain complete duty instructions for manning the guard 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. The Contractor shall provide these reports to the County upon request by the County Project Manager.

H. Emergency Assistance: In the event of an emergency or unusual occurrence affecting the interest of the County and/or community, the Contractor's employee shall summon appropriate assistance as may be required, such as the local fire and/or police departments, and immediately notify appropriate County officials. The "Emergency Call Numbers List," filed in the Officer's Desk Book, lists key persons to be contacted.

I. Lost and Found: The Contractor's security personnel shall receive and safely store lost and found articles pending return to owner, or for other appropriate disposal as determined by the County.

J. Hazardous Conditions: The Contractor's security personnel shall report daily to County Project Manager, in accordance with procedures in the Officer's Desk Book, potentially hazardous conditions and items in need of repair.

K. Document Submittal: The Contractor shall keep in their files, and be available for inspection, the following documents for each security personnel assigned to Terminal, prior to his/her start of work under any agreement as a result of this Solicitation.

i. Urinalysis Reports (by outside agency within past 60 days)
ii. Training Certification
iii. Proof of Minimum Education Requirements
iv. Licenses
v. Proof of citizenship or work permit or INS I-9 certification

L. Removal from Duty: If the County's Project Manager or his designee receives disqualifying information on a Contractor's security personnel, the Project Manager will request that the Contractor immediately remove said employee from providing services herein, and to the County. The Contractor must comply with all such requests.

i. Suitability: The Contractor's security personnel 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) possession of a record of arrest for continuing offenses, or c) falsification of information submitted for suitability check.

ii. Unfitness for Duty: The Contractor shall immediately remove any security personnel from providing services herein, and to the County, should it be determined by the County Project Manager or designee that such individual(s) assigned to duty have been disqualified for either suitability or security reasons, or who are found to be unfit for performing guard duties during their shifts. 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 work site.
- 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 proper identification or registration on persons.
- Use of County telephones for purposes other than to report to supervisors or to report emergencies.

M. Removal or Approval for Contract: The County may reject any proposed Security Officer/Supervisor/Contractor Field Supervisor as deemed in the County's best interest. The County reserves the right to have the Contractor relieve any employee of the Contractor from a duty assignment, and/or bar the employee from further service under the Contract at the discretion of the County Project Manager or designee.

N. Replacement Employees: The Contractor shall provide the training outlined herein to each replacement employee prior to his/her start of work at the Terminals. Emergency relief security personnel shall be previously trained and approved.

O. 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 individual untrained or unqualified guard to a period not-to-exceed a cumulative total of 68 hours.

9. Compliance

The Contractor shall be compliant with the following:

a) Relevant requirements of the FSP;
b) Requirements of the MTSA of 2002, as amended, and its related regulations;
c) Section 311, Florida Statutes, as amended, and any related regulations (collectively, the "FTSA");

10. Fines and Deductions

The following fines for nonperformance or unsatisfactory performance may be imposed by the County against the Contractor:

A. Major Infractions: Any major infractions, as determined by the County's Project Manager or his designee, may result in a non-negotiable fine of up to $100.00 per incident. Major infractions are defined as:

- Failure to have current post orders on site.
- Failure to provide security guard coverage.
- Failure to provide specified inspections.
- Security guard employee sleeping on duty.
- Security guard employee working under the influence of drugs or alcohol.
- Security guard employee 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 a security guard employee.
- Refusing to render assistance or cooperate with the purposes of the security program.
- Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.
- A security guard working over 16 consecutive hours at guard post.

B. Minor Infractions: Any minor infraction, as determined by the County's Project Manager or his designee, may result in a $50.00 fine per incident. Minor infractions are defined as:

- Security guard employee with improper uniform or unsatisfactory appearance.
- Failure to make prescribed communication checks.

- Failure to post company-supplied nameplate.
- Failure to properly equip security officer.
- Security guard employee conducting personal affairs while on duty.

The deduction schedule will be applied separately to each documented violation. All compliance deductions will be applied by the County to the monthly invoice.

11. Compensation

The Contractor shall provide compensation equal to or exceeding the Living Wage benefits, as specified in Appendix D, Supplemental General Conditions, Living Wage Ordinance (ord. No. 99-44).

A. Hourly Wage

Security guards shall be paid a minimum of $12.23 per hour for a forty-hour workweek excluding other fringe benefits. Security guards and supervisors shall receive at least an additional $1.78 per hour of compensation, or such amount that it may be increased to as per the Living Wage Ordinance, either as hourly wages or medical benefits, the details of which are specified in Appendix C. The Contractor shall provide to the County a schedule of wages, incentives and benefits for each employee providing the security guard services requested herein. Note: Living Wage rates above are effective October 1, 2013 through September 30, 2014.

B. Overtime

The County will **not** pay an overtime rate. The Contractor shall:

a) Pay the employee for additional hours, on an overtime basis, equal to one and one-half times the hourly rate for all hours in excess of 40 hours per week. This includes instances when overtime is caused by special request of the County or by Force Majeure. Each occurrence for overtime will require an individual waiver provided by the County Project Manager or designee.
b) Pay overtime rate for all man hours over 10 hours of service in any 24 hour period.
c) Pay employees the overtime rate for the eight holidays (New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day), if service is provided.

To ensure personnel safety and to prevent fatigue or other unsafe conditions, personnel shall not work in excess of 68 hours per week, unless specifically approved by the Contractor's Project Manager and the County Project Manager or designee.

Note: Ship calls are approximately 12-13 hours. If a ship is delayed, PortMiami is notified in advance, allowing for change in shift or security personnel, therefore, no overtime should be incurred.

C. Fringe Benefits

The Contractor shall use full-time employees, who shall be entitled to all fringe benefits normally received in established security service companies.

12. Progress Meetings

The County may hold periodic 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 services provided by the Contractor. The County Project Manager or designee reserves the right to call meetings at any time by notifying Contractor. The Contractor's Project Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Project Manager or designee unless specifically waived by the County Project Manager or designee. In emergency cases, advanced notice is not required.

Appendix B
Price Schedule

Prices shown below is the maximum hourly rates for providing the services as stated in Appendix A, Scope of Services, Appendix A, for the term of the contract, including any option or extension periods, in accordance with the following:

Personnel/K-9	Maximum Hourly Rates
Terminal Security Officer	$30.00
Maritime Security Officer	$23.00
Facility Security Officer	$30.00
Screener/A-Pass/Operator	$26.40
Security Officer Supervisor	$28.75
K-9 @ 2 units per shift	Did not provide price
Personnel	**Maximum Annual Rate**
Project Manager	$67,500

Notes:

1. The above rates are the maximum amounts the Contractor may propose in any Work Order Proposal Requests, except as increased by Living Wage pursuant to Article 8 in the Contract. Yearly percentage increase in the living wages may be applied to the classifications that are billed to the County at hourly rates. Living Wage increases may be negotiated.
2. The above rates include all costs such as, full compensation for labor, equipment, equipment use, 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.
3. Notwithstanding the rates above, Work Orders may be awarded on a per passenger basis or any other pricing structure pursuant to the applicable Work Order for each individual cruise line.
4. The County **will not** pay an overtime rate. It is the Contractor's responsibility to factor this rate and incorporate in Work Order Price Schedules.
5. Notwithstanding the maximum 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 assessed as liquidated damages.
6. The County reserves the right to negotiate the final terms, conditions, and pricing of any Work Order, as may be in the best interest of the County.

APPENDIX C
HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement by and between the Miami-Dade County, Florida ("County"), and _____, Business Associate ("Associate").

RECITALS

A. As part of the Agreement, it is necessary for the County to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").

B. County and Associate intend to protect the privacy and provide for the security of PHI, including but not limited to, ePHI, disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to the Agreement, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Sections 160.103, 164.304 and 164.501.

a. "Business Associate" shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

b. "Covered Entity" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

d. "Electronic Protected Health Information" or "ePHI" means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

e. "Electronic Media" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 160.103.

f. "Security incident" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 164.304.

2. **Obligations of Associate.**

a. Permitted Uses and Disclosures. Associate may use and/or disclose PHI received by Associate pursuant to the Agreement ("County's PHI") solely in accordance with the specifications set forth in the Scope of Services, Appendix A. In the event of any conflict between this Addendum and Appendix A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]

b. Nondisclosure. Associate shall not use or further disclose County's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii)(A)]

c. Safeguards. Associate shall use appropriate safeguards to prevent use or disclosure of County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the County. [45 CFR § 164.314(a)(2)(i)(A)] County has at its sole discretion, the option to audit and inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).

d. Reporting of Disclosures. Associate shall report to the County's Project Manager, any use or disclosure of the County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)] Associate shall report to the County through the County's Project Manager, any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]

e. Associate's Agents. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) the County, agrees in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the County, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)] In no case may Associate's Agents reside and operate outside of the United States.

f. Documentation of Disclosures. Associate agrees to document disclosures of the County's PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide the County or an individual, in a time and manner designated by the County, information collected in accordance with the Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528]

g. Availability of Information to County. Associate shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for, disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)]

h. Amendment of PHI. Associate shall make the County's PHI available to the County as may be required to fulfill the County's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by the County, incorporate any amendments to the County's PHI into copies of such PHI maintained by Associate, and in the time and manner designated by the County. [45 CFR § 164.504(e)(2)(ii)(F)]

i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the County or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(ii)(H) and 45 CFR Part 64, Subpart C.]

j. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the County's PHI by Associate in violation of the requirements of this Addendum.

k. Associate's Insurance. Associate agrees to maintain the insurance coverage provided in the Agreement.

l. Notification of Breach. Associate shall notify the County within twenty-four (24) hours, and shall provide written notice no later than forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

m. Expenses. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.

n. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Associate and the County and are intended only for their benefit. Neither Associate nor the County intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party nor shall any other third party have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

3. Audits, Inspection and Enforcement. From time to time, after reasonable notice, upon any breach of this Addendum by Associate, the County may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of this Addendum and shall certify the same to the County in writing. The fact that the County inspects, or fails to utilize its right to inspect, Associate's facilities, systems, books, records, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does the County's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate to remedy such breach, constitute acceptance of such practice or a waiver of the County's enforcement rights under this Addendum.

4. Termination.

a. Material Breach. A breach by Associate of any provision of this Addendum, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by the County. [45 CFR § 164.504(e)(3) and 45 CFR § 164.314(a)(2)(i)(D)]

b. Termination for Cause - Reasonable Steps to Cure Breach. If the County recognizes a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Agreement pursuant to Section 4a, above, the County may provide an opportunity for Associate to end the violation or cure the breach within five (5) days, or other cure period as may be specified in the Agreement. If Associate does not cure the breach or end the violation within the time period provided, the County may immediately terminate the Agreement.

c. Judicial or Administrative Proceedings. The County may terminate the Agreement, effective immediately, if (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations (or other security or privacy law) is made in any administrative or civil proceeding.

d. Effect of Termination. Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the County all PHI, including but not limited to ePHI, received from the County (or created or received by Associate on behalf of the County) that Associate still maintains in any form. This provision shall also apply to County PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if return or destruction is not feasible, Associate shall provide to the County notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information,

and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(I)]

5. **Indemnification.** Associate shall indemnify and hold harmless the County and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, trustees, 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 Addendum by Associate or its employees, agents, servants, partners, principals, or subcontractors. Associate 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 any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of the Agreement.

6. **Limitation of Liability.** Nothing in this Addendum shall be construed to affect or limit the County's sovereign immunity as set forth in Florida Statutes, Section 768.28.

7. **Amendment.**

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to the security and privacy of PHI, including electronic data, are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the County's request, Associate agrees to promptly enter into an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The County, in addition to any other remedies including specific performance, may terminate the Agreement upon five [5] days' written notice in the event Associate does not enter into said amendment to the Agreement providing assurances regarding the safeguarding of PHI that the County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of the HIPAA laws.

8. **Assistance in Litigation or Administrative Proceedings.** Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to the County at the County's convenience upon reasonable notice, at no cost to the County, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

9. **Effect on Agreement.** Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect. In the event of any conflict between this Addendum and Agreement, this Addendum shall control.

10. **Interpretation.** This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and applicable Florida laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

11. **Jurisdiction**. Any litigation between the parties regarding the terms of this Addendum shall take place in Miami-Dade County, Florida.

Appendix D

SUPPLEMENTAL GENERAL CONDITION

Proposers are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) will apply to any contract(s) awarded pursuant to this solicitation. By submitting a proposal pursuant to these specifications, a bidder is hereby agreeing 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 this solicitation.

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 any service 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 service contractor's contract with the County.

I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services. Service 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 service 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 service 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 service 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 Service 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 service 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 $14.01 per hour or $12.23 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 $1.78 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 the Department of Business Development, 175 Northwest First Avenue, 28th Floor, Miami, FL 33128, (305) 349-5960.

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 service 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 Department of Business Development (DBD) for depository into the DBD 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 a service 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 service 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 service 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 service 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 service 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 service 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 service 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 service 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 service 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.

Appendix E

MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

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

STATE OF FLORIDA)
SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____

_____ As Principal, and _____

_____

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

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

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

_____

_____

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

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

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

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

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

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

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

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20_____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

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

_____

_____ _____
Two Witnesses Signature of Individual

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

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

_____ _____
Signature of Individual

_____ _____
Two Witnesses Printed Name of Individual

WHEN THE PRINCIPAL IS A PARTNERSHIP:

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

_____ _____
Printed Name of One Partner

_____ _____
Two Witnesses Signature of One Partner

WHEN PRINCIPAL IS A CORPORATION:

_____

_____ _____
Secretary Correct Name of Corporation

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

Attest:

_____ _____
Corporate Surety

Countersigned: _____
Business Address

_____ By: _____
Florida Resident Agent Corporate Seal

CORPORATE PRINCIPAL CERTIFICATION

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

Corporate Seal

STATE OF FLORIDA)
SS
COUNTY OF DADE)

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

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

_____

Notary Public, State of _____ at Large

My commission expires _____

PortMiami Security Guard Services Pool

Contract No. RFQ883c

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 State of Florida, having its principal office at 1395 University Blvd., 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 and screening services for cruise lines at PortMiami, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Qualifications (RFQ) No. 883 and all associated addenda and attachments, incorporated herein by reference; any Work Orders issued as a result of this Agreement; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated September 25, 2013, 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 County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFQ No. 883 and all associated addenda, and the Contractor's Proposal.

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, Internal Services Department, 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" to mean 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 Mayor 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.

n) The words "Work Order" to mean an assignment of work issued by the County to a Pool member to perform work specified therein.

o) The words "Work Order Proposals" to mean a documentation presented by Pool members in response to a Work Order Proposal Request (WOPR).

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) appendices to the terms and conditions (Scope of Services and Price Schedule), 3) any Work Order issued as a result of this Agreement, 4) the Miami-Dade County's RFQ No. 883 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

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

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

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

ARTICLE 4. NATURE OF THE AGREEMENT

a) 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, identified in any Work Order issued to the Contractor, 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 indicated on the first page of this Agreement and shall continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a two-year option-to-renew period. 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.

Work Order Term
Work Orders shall expire as stated on each individual Work Order issued under this Contract, and may extend past the expiration of this Contract. The provisions of any specific Work Order which commences prior to the termination date of this Contract, and which will extend beyond said termination dates shall survive the expiration or termination hereof.

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
PortMiami
1015 North American Way, 2nd Floor
Miami Florida 33132
Attention: Director
Phone: (305) 329-4031
Fax: (305) 375-3070

and,

b) to the Contract Manager:

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

Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

G4S Secure Solutions (USA) Inc.
5820 Blue Lagoon Drive, Suite 300
Miami, Florida 33126
Attention: Orlando Aguilera, General Manager
Phone: (305) 266-2004
Fax: (305) 261-6511
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 and any subsequent Work Order. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in the applicable Work Order. 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, or a change to the applicable Work Order by the County.

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

ARTICLE 8. PRICING

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

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement and any subsequent Work Order, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County at the end of each month, for the previous month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, 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 (45) 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 Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County
PortMiami
1015 North American Way, 2nd Floor
Miami, Florida 33132
Attention: Danny Ball

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 Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

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

2. Commercial General 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 Services, in an amount not less than $1,000,000 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 "A-" as to management, and no less than "Class VII" as to financial strength 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 Financial Services 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.

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. If the insurance certificate is received within the specified timeframe 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 ensuring 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 agrees to execute and deliver to the County a Performance and Payment Bond, prepared on the applicable bond form(s) (see Appendix E). The Performance and Payment Bond Form, provided by the County, shall be the only acceptable form for these bonds. The Bond(s), in the amount of 10% of the Contract annual Work Order amount, shall be delivered to the County within 15 calendar days after formal notice from the County. If the Contractor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the contractor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that Contractor for a twelve-month period following such default. The following specifications shall apply to any bond provided:

Surety Bond Qualifications:

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 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 comply with 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 Mayor 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 Mayor'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 Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor 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 Mayor 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 Mayor 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 Mayor 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 Mayor, 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 appendices 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 Section 2-481 of the Miami-Dade County Code, 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 in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County 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 and any subsequent Work Order, 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.

d) In addition to cancellation or termination as otherwise provided in this Agreement, or any subsequent Work Order, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

e) In the event that the County exercises its right to terminate this Agreement, or any subsequent Work Order, 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 non-cancelable 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

f) In the event that the County exercises its right to terminate this Agreement, or any subsequent Work Order, 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 or applicable Work Order up to the Effective Termination Date; and

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

g) 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 or any subsequent Work

Order 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 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 the terms of this Agreement or any subsequent Work Order. 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 timeframe, the County may:

i. treat such failure as a repudiation of this Agreement or any subsequent Work Order; and

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 or any subsequent Work Order 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 and/or any subsequent Work Order 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 re-procurement 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. FAILURE TO PERFORM (Liquidated Damages)

The Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The County, at its sole discretion, will determine the damages arising from such failure. The County Project Manager's or designee's assessment of all liquidated damages will be final. The County will accomplish this by deducting the amount of the liquidated damages from subsequent payments due for service rendered by the Contractor. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of liquidated damages. Subsequent violations will result in the Contractor non-performance. Any of these violations may result in Contractor's personnel being removed from the post and/or any Contract as a result of this Solicitation, at the request of the County Project Manager or designee.

- The 1st infraction may result in liquidated damages of $100.00.
- The 2nd infraction may result in liquidated damages of $200.00.
- The 3rd and subsequent infractions may result in liquidated damages of $300.00;

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

Notes:

a) Unless it is determined by the County Project Manager that it is a special violation, in which case, the 1st infraction will result in liquidated damages of $500.00, the 2nd infraction $1000.00, and the 3rd infraction $1500.00.

b) Refer to Appendix A, Section 2.10, Penalties and Deductions, for a list of major and

minor incidences, and the applicable fines.

A written notice of a violation and intent to impose liquidated damages shall be provided to the Contractor in the form of an Infraction Report. Infraction Reports shall be issued to the Contractor promptly by the County 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 shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) 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 copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) 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.

d) 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).

e) 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.

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 with 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/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, 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 Ethics 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 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 3-38; (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 and/or any subsequent Work Order, 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 without regard to 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 a 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 award 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 Section 2-8.10 of the Miami-Dade County Code, 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 three (3) business 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 Miami-Dade County Ordinance 99-44 apply to this Contract. The Contractor hereby agrees to comply with the provisions of Ordinance 99-44 as presented in the Supplemental General Condition (Attachment 1), and acknowledges awareness of the penalties for non-compliance.

ARTICLE 43. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/.

ARTICLE 44. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

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

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

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

ARTICLE 45. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be

required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 46. 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: Orlando Aguilera	Name: Carlos A. Gimenez
Title: C.M.	Title: Mayor
Date: 01-22-2014	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
KIM RODRIGUEZ MY COMMISSION # EE 079314 EXPIRES: April 16, 2015 Bonded Thru Budget Notary Services	_____ Assistant County Attorney

Appendix A
Scope of Services

1. Background

PortMiami is among America's busiest ports and is recognized throughout the world with the dual distinction of the Cruise Capital of the World and the Cargo Gateway of the Americas. PortMiami is home to the world's most distinguished cruise lines; nearly 4 million cruise passengers traveled through the Port in FY 2012, as well as 8.1 million tons and 807,000 TEUs (twenty-foot equivalent units) of cargo. The commercial trade contributes approximately $27 billion annually to the South Florida economy and helps provide direct and indirect employment of 207,000 jobs. PortMiami's primary goal is to promote growth in both the cruise and cargo industries in the County. PortMiami is recognized world-wide as an innovative leader in safety and security, and was recently recognized by the Florida Department of Law Enforcement, as one of Florida's most-secure ports. For more about the Port, visit the Port's website at http://www.miamidade.gov/portofmiami.

The County has established the PortMiami Security Guard and Screening Services Pool (the Pool) of qualified security firms to provide an acceptable level of security guard service to various cruise terminals, through unarmed, uniformed security personnel, at a competitive price. PortMiami, via awarded security guard firms through the Pool, will provide security guard services which include, but are not limited to a) terminal access control, b) screening of passengers and their bags, c) screening of vessel provisioning using canine services, and d) optional security guard services for PortMiami. The County may at any time, perform unannounced inspections to the terminals and any office space/areas, at PortMiami, utilized by the Contractor, for the purpose of providing service to the County. Pool members will propose on requests for security service through Work Order Proposal Requests (WOPR), issued by the Internal Services Department (ISD), Procurement Management, on behalf of PortMiami.

2. Work Order Process

A. Structure of Pool

This may be updated periodically to reflect new County requirements, and will be supplemented, upon project award, by individual Work Orders specifying project scopes, price and plan of action, for providing the services to the cruise lines requesting the security guard services. Selection into the Pool does not guarantee work and does not provide for exclusive rights to provide these services to the County.

At the County's discretion, Pool members may be dropped from the Pool for poor performance, being in arrears in obligations to the County, and any other reason specified by County policies and procedures.

B. Assignment of Terminals

Membership in the Pool is a prerequisite for having an opportunity to submit proposals and obtain work through this Pool. When a request for security guard services arises, the County will provide Pool members with information regarding the selection process and response requirements, to include written proposals and potentially oral presentations. Recommendations for competitive awards will be made generally based on quality and/or price. The County reserves the right to establish an alternate, streamlined method for assigning Terminals.

Security guard and screening services requests will include potentially any Cruise Line at the Port. Services through the Pool will be offered to all cruise lines at the Port, and may be utilized by PortMiami as needed. Cruise lines requesting the services from the County, will use the Pool, except for cause as approved by the County.

C. Award

The County reserves the right to enter into negotiations, for individual Work Orders, with the recommended Contractor(s). If the County and the recommended Contractor cannot negotiate a successful agreement, the County may terminate said negotiations and begin negotiations with the next

highest ranked Contractor. No Pool member shall have any rights against the County, arising from such negotiations.

D. Award of Additional Services

The County reserves the right to award additional services for, and updates to, a previously awarded Work Order to the same Pool member that was awarded the original Work Order.

3 Minimum Qualification Requirement

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

4. Requirements and Services to be Provided

A. Requirements Prior to Notice-To-Proceed

PortMiami will issue a Notice-To-Proceed (NTP) on a Work Order by Work Order basis, with the general requirements listed herein, after the Contractor has met the following requirements. The Contractor shall commence work upon issuance of a NTP by the County.

The Contractor shall:

1. Have a local management office, located within Miami-Dade County, to afford the County easy access to inspect records and logs. The County reserves the right to inspect the office at any time. This location will provide centralized dispatching service manned by experienced security personnel. A mobile transmitter/receiver, operated by field personnel, will not be considered sufficient to adequately provide such service. Contractor's key personnel, who have the authority to take immediate action on behalf of the Contractor, shall be available at the local office. The dispatcher on duty shall be available for contact by "local" telephone call and 2-way radio from the Port at all times.

Note: The County will not provide office space for the Contractor(s) at PortMiami.

2. Execute and deliver to the County, prior to the issuance of a NTP, a Performance and Payment Bond in the amount of 10% of the total agreed upon annual Work Order price. A separate bond for each cruise terminal and/or PortMiami Work Order, shall be prepared on the applicable County bond forms.

3. Maintain the Insurance requirements as specified in Article 10 of the Contract.

4. Provide all necessary permits, licenses and certificates for Contractor, Contractor's Security Project Manager and Security personnel, that will be assigned to the Contract, and comply with all applicable federal, state and municipal laws. The security personnel requirements are specified in Section 6.

5. Have a communication system that meets the requirements as specified in Section 7(A). 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, prior to the issuance of the 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.

6. Provide a Quality Assurance Plan (QAP), to assure that the requirements of the Services are met. The QAP shall be approved by the County Project Manager before the NTP is issued by the County. Changes to the QAP, shall be submitted to the County Project Manager or designee, for approval, as they are made. The QAP shall include, but not be limited to the following:

i. Inspection System
The inspection system shall identify the activities to be inspected on a scheduled and/or an unscheduled basis, how often and in what manner the inspections will be accomplished, and the name and rank of security personnel who will perform the inspections.

The ***minimum*** number of inspections by off-site supervisors or management-level personnel shall be once per shift. Hourly communication checks will be made during the operating hours. Failure to make contact with a security guard by telephone and radio shall require a supervisor to immediately conduct an on-site inspection to confirm that the Terminals or guard posts at the Port are manned. In the case of complaints or evidence of improper behavior, the inspection frequency shall be increased to half-hour communication checks, at the request of the County Project Manager or designee. These inspections are vital to the operation of the guard system. The visiting inspector shall observe the guard on duty, inspect the facilities and post records and shall sign the post log book to document inspections.

ii. Corrective Action Procedures
The Contractor's corrective action procedures shall cover standard operating procedures to be used by the Contractor to respond to, and correct deficiencies in services, which have been identified by either the Contractor or the County.

7. Provide sufficient training to security personnel in:

   i. Basic security guard duties, including but not limited to, report writing, safety and fire prevention, patrol methods, police authority and jurisdiction, identification, and other security matters prior to duty assignment.
   ii. The specific post orders and procedures for the security guard services. This training shall take place prior to NTP, and prior to the security guard commencing the services required herein.

8. Conduct an on-site and in-depth review, with the County Project Manager, of the total contract requirements covering the following:

   i. Policy and specific procedures for responding to an emergency,
   ii. Proposed security personnel eligibility documentation,
   iii. Proposed security personnel training procedures,
   iv. Post Orders,
   v. Communication system, and
   vi. Inspection system and corrective action procedures.

B. General Requirements
The Contractor shall:

1. Provide the Facility Security Officer with a Declaration of Security that addresses the security requirements, required by the USCG for each Vessel call at the Terminal for which Contractor shall provide security guard services.

2. Post orders at each Terminal, and at the designated posts at the Port. All security personnel 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 Project Manager prior to posting.

3. Meet with the appropriate Port security officers and/or appropriate employees of any of cruise lines operating at the Port, prior to arrival of any cruise Vessel that may call at the Terminal, and meet

with the relevant Vessel security officers upon arrival of the Vessel to ensure that the Terminals are secure.

4. Furnish adequate management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at the Port, as described herein.

5. Update and submit the existing Facility Security Plan (FSP) to, and seeking its approval by, the United States Coast Guard (USCG). The FSP shall include at a minimum:
   i. Security Administration: Managerial and supervisory staffing levels,
   ii. Authority and decision making capacity of key personnel,
   iii. Personnel Training,
   iv. Coverage of unscheduled post vacancies, short-term post, and shift changes,
   v. Drills and exercises
   vi. Records and documentation
   vii Procedures for interfacing with Vessels
   vii. Responses to Change in Maritime Security (MARSEC) Levels
   viii. Declaration of Security
   ix. Communications
   x. Security Systems and equipment quantity and maintenance
   xi. Security measures for access control, restricted areas, handling baggage, and monitoring
   xii. Security incident procedures
   xiii. Audits and security plan amendments

   Notes: The existing FSP is on file with the Port and has been approved by the USCG. The FSP will be made available at the time of NTP, and upon the Contractor signing a non-disclosure statement.

6. Ensure that the services furnished are in conformity with practices which are generally current in the security industry. Contractor's responsibility is limited to providing physical security services, and shall not warrant that the services furnished will prevent loss.

7. Conduct periodic security drills at the Port (once every quarter), in addition to an annual emergency drill exercise (frequency cannot exceed more than eighteen months).

8. Issue uniforms to each employee performing security guard services who shall always present a clean, neat, professional appearance. Uniforms shall be 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 (refer to Section 7, for Uniform Requirements). The cost of uniforms, as further described herein, shall be the responsibility of the Contractor.

9. Issue to each employee performing the security guard services herein, the Transportation Worker Identification Credential (TWIC). Said credentials shall be displayed while on duty at all times, and shall be maintained by security personnel. All employees assigned must also be issued a valid company badge, valid State of Florida "D" License, and valid Port identification. The company badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.

   Notes: a) TWIC is a vital security measure that will ensure individuals who pose a threat, do not gain unescorted access to secure areas of the nation's maritime transportation system. TWIC was established by Congress through the Maritime Transportation Security Act (MTSA) and is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. TWICs are tamper-resistant biometric credentials that will be issued to workers who require unescorted access to secure areas of ports, Vessels and outer continental shelf facilities, and all credentialed merchant mariners. b) The cost of the TWIC is $129.75, and the Port identification badge is of no charge to permitted vendors. The credentials are valid for five years. The cost to renew the TWIC is $60.00, and is valid for three years.

10. Coordinate with the County Project Manager to ensure security checkpoints and screening areas are functional and utilized in an efficient manner. The Contractor shall provide services at security checkpoints and screening areas including but not limited to the following:

    i. Terminal access control for passengers, crewmembers, vendors, contractors or other cruise lines' employees or guests;
    ii. A listing of all persons who visited the Terminal or Vessel during the Vessel's call, excluding crew and passengers;
    iii. Screening of passengers, crew, vendors, contractors, or other cruise line employees or guests accessing the Vessel via the gangway for prohibited items including, but not limited to, those items set forth in a list to be provided by the Port or its designee, using security equipment, as specified in Section 7;
    iv. Screening of all passenger baggage for prohibited items including, but not limited to, those items set forth in a list to be provided by the County Project Manager or designee, using the Security Equipment;
    v. Screening of Vessel provisions using K-9 services trained/certified in accordance with applicable laws and regulations, and the approved FSP; and
    vi. Such other reasonable additional security measures as may be requested based on particular security concerns, by the County, a cruise line's director of security and surveillance, or a Vessel's security officer.

5. Optional Services to be Provided at PortMiami

The County reserves the right to utilize the Pool to provide security guard and screening services for PortMiami, as needed, to complement existing PortMiami security personnel. The Scope of Services would be developed on a Work Order by Work Order basis.

6. Security Personnel Requirements, Qualifications, and Standards

A. Security Personnel Requirements

The Contractor shall provide security personnel of the type and quantity as determined by the FSP, the operational needs, and for the purposes specified herein.

The Contractor shall:

1. Designate a minimum of one appropriately licensed individual to act as Security Manager, directing the activities of the Class "D" employees, who will provide the Services herein.

2. Provide sufficient Security Supervisors with which to inspect the Terminals or guard posts at least once per shift, during the hours of operations.

3. Provide the following essential personnel:

    i. Facility Security Officers (FSO), who shall be the direct report of the Contractor's Terminal Security Officer (see ii below). Contractor shall assign at least one FSO for each day a Vessel calls at the Port. The FSO's responsibilities shall include a) on-site training and work direction, b) remaining in instant communication with the Contractor's control center, and c) observing the condition and performance of the security guards, the condition of the post, the post environment and level of activity.
    ii. Terminal Security Officers (TSO) who shall be responsible for supervision of shore-side security operations for the Terminals on days of operations. The Contractor shall assign a TSO for each Terminal for which the Contractor is providing security guard services.
    iii. Security Supervisors who shall be responsible for different (smaller) areas for the Terminals on days of operations and report to the TSO.
    iv. Screener/A-Pass Operator, who shall be responsible for terminal access controls, screening of persons and baggage as specified in Section 5. The Screener shall be responsible for the

calibration of the X-Ray machine, walk through metal detectors, and hand held detectors. A-Pass Operator shall swipe the traveler's "sail and sign" card to verify access to the Vessel. Depending on the Cruise Line, Screener/A-Pass shall have advanced training in the use of screening equipment and search procedures.

v. Maritime Security Officer (MSO) who shall be responsible for providing access control to the Terminals. Maritime Security Officers shall have the required training in the maritime field for basic maritime security functions, with advanced training in the use of screening equipment and search procedures.

B. Security Personnel Qualifications and Standards

To be eligible to perform security guard services requested herein, all levels of security personnel shall be a minimum of 21 years of age, and meet the following qualifications and standards regarding education, background, experience, health and citizenship, as established in this section, unless specifically and individually waived in writing by the County Project Manager or designee.

1. Licensing-Certification: The security personnel shall be licensed by the state of Florida with a "D" license, pursuant to Florida Statute 493. All officers shall maintain this requirement at all times while providing this Service to the County. Any person directing the activities of licensed Security Officers shall also meet the licensing requirements, per Florida Statute 493.6303, and possess a Class "MB" license and a Class "M" license, if applicable.

   Note: Any security personnel, whose license has been revoked, suspended or expired for one year or longer is considered, upon reapplication for a license, an initial applicant and must possess a Class "D" License, which contains the picture of the license holder before he/she can work at the Port.

2. Citizenship Status: The security personnel 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. The County reserves the right to perform checks to verify the above information.

3. English Language Literacy Requirements: The security personnel shall be fully literate (i.e., read and write) in the English language and be able to clearly speak English. Oral command of English must be sufficient to permit full communication, even in times of stress. No exceptions to this requirement will be allowed.

4. Educational Background and Experience: The security personnel working at the post shall possess, at a minimum, a high school diploma or certified equivalency diploma (GED) from a United States accredited and verifiable institution. All unverifiable diplomas shall be translated to determine if the diploma can be converted to a United States GED. All personnel to perform security guard services, shall be fully trained in the requirements of the service, and meet all contract requirements prior to reporting for duty. Personnel must have knowledge, through training or equivalent job experience, in the following:

   i. Current security threats and patterns;
   ii. Recognition and detection of dangerous substances and devices;
   iii. Recognition of characteristics and behavioral patterns of persons who are likely to threaten security;
   iv. Techniques used to circumvent security measures;
   v. Crowd management and control techniques;
   vi. Security related communications;
   vii. Knowledge of emergency procedures and contingency plans;
   viii. Operation, testing, calibration, and maintenance of security equipment and systems;

ix. Inspection, control, and monitoring techniques;
x. Relevant provisions of the Facility Security Plan (FSP);
xi. Methods of physical screening of persons, personal effects, baggage, cargo, and Vessel stores; and
xii. The meaning and the consequential requirements of the different Maritime Security (MARSEC) Levels.

5. Medical Test and Health Requirements: The security personnel shall successfully complete a medical examination, to be conducted at the Contractor's expense prior to duty assignment or as required for reasonable cause by the County. The results of the medical examination shall demonstrate that the employee shall:
   i. Be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;
   ii. Be free from any communicable disease;
   iii. Possess binocular vision, correctable to 20/20 (Snellen);
   iv. Be drug free;
   v. Not be colorblind; and
   vi. Be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without benefit of artificial hearing devices.

6. Criminal Background Checks: The security personnel shall pass an extensive background investigation, which includes a) two years employment history check and b) mandatory state and national criminal history background check and a fingerprint check with the federal Bureau of Investigation, to be completed prior to providing service to the County. All security officers shall pass the mandatory Florida Department of Law Enforcement (FDLE) and national background check, 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. Security personnel shall also pass an extensive mandatory background investigation in accordance with Florida Statute 311.12 which includes a fingerprint-based National Crime Information Center (NCIC)/Federal Citizen Information Center (FCIC) background check via FDLE. Both of the aforementioned background checks are done by the Transportation Worker Identification Credential, and the State of Florida, Division of Licensing, upon issuance of the Security "D" License.

   Notes:
   a) The NCIC and FCIC are conducted by the Division of Licensing and a list of disqualifiers is noted in the Florida Statue 493.6108 and an additional background check is conducted for ALL security personnel when they apply for their TWIC. The TWIC is required for ALL security officers to work in the Port.
   b) The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Relations Department at the established cost of the requested service. The Contractor shall assume all related cost.

7. Equipment and Uniform Requirements

A. Equipment Requirements

The Contractor shall:

a) Be solely responsible for delivery, installation, modifications, calibration, repairs and maintenance of the security equipment, required to perform the Services. Security equipment shall be fully operational at all times during embarkation of a Vessel. In the event of a breakdown or malfunction of any of the security equipment, Contractor shall: a) promptly use alternative screening methods complying with applicable law and regulations; and b) arrange for repair or replacement of such equipment before the next embarkation period. If any security equipment is replaced, the replacement security equipment shall be of equivalent or better capability than the Security

Equipment it replaced. Equipment specifications shall meet industry standards. The County will arrange for all necessary electrical sources.

b) Provide security equipment of the type and quantity specified herein or of an equal substitute:
   i. Passenger carried baggage X-Ray;
   ii. Passenger WTMD; and
   iii. Checked baggage X-Ray.

   Note: Equipment quantities shall be determined by the FSP and operational needs. On a Work Order by Work Order basis, the County will determine the quantity, and if the terminals are already equipped with applicable equipment, the equipment may be leased to the Contractor by the Cruise line.

a) Provide two-way handheld radios (walkie-talkie) to on-duty security personnel. Hand-held radios, licenses for use by the Federal Communications Commission, are required at all Terminals. In addition, one hand-held radio shall be issued by the Contractor, to the Port (at no additional charge), at the discretion of the County Project Manager (additional radios may be requested). The County will be the sole judge of the adequacy of radio communication.

B. Uniform Requirements (per Florida Statute 493)

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

During warm weather months, the County may, at its discretion, permit work without a tie or hat (outdoors only). Every security guard shall be neatly, cleanly, and uniformly garbed during duty hours. Failure to obey uniform regulations will result in penalty deductions to the Contractor by the County, and possible County request to remove the employee from duty at the Terminals. Standard Uniform for all levels of Security Officers and Security Officer's Supervisor shall include:

- Trousers, all-season weight;
- Shirt/blouse, short or long sleeve;
- Tie;
- Cap;
- Belt – solid black;
- Duty Belt;
- Socks – solid black;
- Shoes – solid black Uniform shoes, no high heels, no platform shoes and no sneakers or tennis shoes;
- Shoulder patches to indicate the name of the Contractor sewn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor shall be worn or displayed on the uniform except hats;
- Nametags to be worn centered and aligned at the top of the right shirt pocket; and
- Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, are required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with Contractor's identification, logo or name, or an insignia.

8. Work Practices, Standards, and Duties

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. Each security personnel shall adhere to standards of behavior that reflect credit on himself/herself, the Contractor, and the County.

B. Personal Appearance of Guards: A favorable image is a major asset to a protective force. Therefore, a security guard's attitude, courtesy and job knowledge, which are influential in creating this favorable image as is the appearance of the security guard's uniform, shall be monitored by the Contractor, as necessary, to promote a favorable image.

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

i. 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.

ii. Relief: The duties of the security guard post require that the security personnel not leave his/her post until properly relieved.

iii. Starting and Stopping Work: All security personnel 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 tour of duty or until relieved.

D. Deviation from Prescribed Schedule: The Contractor shall authorize its security personnel to deviate from prescribed schedules only when unusual or emergency conditions exist. Such deviations and the reasons are to be recorded in the daily log.

E. Recording Presence: The Contractor's security personnel 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. Security personnel's 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.

F. Post Orders: Post Orders define the basic work to be performed by Security/Screening Officers at the Port, in accordance with FSP and 311.12. Post orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Security/Screening Officers shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Once established, the Contractor shall assure that yearly updated copies are available to Security/Screening Officers. The Contractor shall check each post quarterly for updated Post Orders. Failure to have current Post Orders on site may result in the penalties for vendor non-performance (refer to Section 10, Penalties and deductions). No deviations from the post orders shall be made except for emergencies. All orders (initial or revised) shall be approved by the County Project Manager in writing. Such changes shall not require modification to the contract, but may require amendment to the FSP.

G. Reports, Records and Desk Book: An "Officer's Desk Book" shall be maintained at the guard post and shall contain complete duty instructions for manning the guard 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. The Contractor shall provide these reports to the County upon request by the County Project Manager.

H. Emergency Assistance: In the event of an emergency or unusual occurrence affecting the interest of the County and/or community, the Contractor's employee shall summon appropriate assistance as may be required, such as the local fire and/or police departments, and immediately notify appropriate County officials. The "Emergency Call Numbers List," filed in the Officer's Desk Book, lists key persons to be contacted.

I. Lost and Found: The Contractor's security personnel shall receive and safely store lost and found articles pending return to owner, or for other appropriate disposal as determined by the County.

J. Hazardous Conditions: The Contractor's security personnel shall report daily to County Project Manager, in accordance with procedures in the Officer's Desk Book, potentially hazardous conditions and items in need of repair.

K. Document Submittal: The Contractor shall keep in their files, and be available for inspection, the following documents for each security personnel assigned to Terminal, prior to his/her start of work under any agreement as a result of this Solicitation.

i. Urinalysis Reports (by outside agency within past 60 days)
ii. Training Certification
iii. Proof of Minimum Education Requirements
iv. Licenses
v. Proof of citizenship or work permit or INS I-9 certification

L. Removal from Duty: If the County's Project Manager or his designee receives disqualifying information on a Contractor's security personnel, the Project Manager will request that the Contractor immediately remove said employee from providing services herein, and to the County. The Contractor must comply with all such requests.

i. Suitability: The Contractor's security personnel 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) possession of a record of arrest for continuing offenses, or c) falsification of information submitted for suitability check.

ii. Unfitness for Duty: The Contractor shall immediately remove any security personnel from providing services herein, and to the County, should it be determined by the County Project Manager or designee that such individual(s) assigned to duty have been disqualified for either suitability or security reasons, or who are found to be unfit for performing guard duties during their shifts. 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 work site.
- 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 proper identification or registration on persons.
- Use of County telephones for purposes other than to report to supervisors or to report emergencies.

M. Removal or Approval for Contract: The County may reject any proposed Security Officer/Supervisor/Contractor Field Supervisor as deemed in the County's best interest. The County reserves the right to have the Contractor relieve any employee of the Contractor from a duty assignment, and/or bar the employee from further service under the Contract at the discretion of the County Project Manager or designee.

N. Replacement Employees: The Contractor shall provide the training outlined herein to each replacement employee prior to his/her start of work at the Terminals. Emergency relief security personnel shall be previously trained and approved.

O. 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 individual untrained or unqualified guard to a period not-to-exceed a cumulative total of 68 hours.

9. Compliance

The Contractor shall be compliant with the following:

a) Relevant requirements of the FSP;
b) Requirements of the MTSA of 2002, as amended, and its related regulations;
c) Section 311, Florida Statutes, as amended, and any related regulations (collectively, the "FTSA");

10. Fines and Deductions

The following fines for nonperformance or unsatisfactory performance may be imposed by the County against the Contractor:

A. Major Infractions: Any major infractions, as determined by the County's Project Manager or his designee, may result in a non-negotiable fine of up to $100.00 per incident. Major infractions are defined as:

- Failure to have current post orders on site.
- Failure to provide security guard coverage.
- Failure to provide specified inspections.
- Security guard employee sleeping on duty.
- Security guard employee working under the influence of drugs or alcohol.
- Security guard employee 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 a security guard employee.
- Refusing to render assistance or cooperate with the purposes of the security program.
- Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.
- A security guard working over 16 consecutive hours at guard post.

B. Minor Infractions: Any minor infraction, as determined by the County's Project Manager or his designee, may result in a $50.00 fine per incident. Minor infractions are defined as:

- Security guard employee with improper uniform or unsatisfactory appearance.
- Failure to make prescribed communication checks.

- Failure to post company-supplied nameplate.
- Failure to properly equip security officer.
- Security guard employee conducting personal affairs while on duty.

The deduction schedule will be applied separately to each documented violation. All compliance deductions will be applied by the County to the monthly invoice.

11. Compensation

The Contractor shall provide compensation equal to or exceeding the Living Wage benefits, as specified in Appendix D, Supplemental General Conditions, Living Wage Ordinance (ord. No. 99-44).

A. Hourly Wage

Security guards shall be paid a minimum of $12.23 per hour for a forty-hour workweek excluding other fringe benefits. Security guards and supervisors shall receive at least an additional $1.78 per hour of compensation, or such amount that it may be increased to as per the Living Wage Ordinance, either as hourly wages or medical benefits, the details of which are specified in Appendix C. The Contractor shall provide to the County a schedule of wages, incentives and benefits for each employee providing the security guard services requested herein. Note: Living Wage rates above are effective October 1, 2013 through September 30, 2014.

B. Overtime

The County will **not** pay an overtime rate. The Contractor shall:

a) Pay the employee for additional hours, on an overtime basis, equal to one and one-half times the hourly rate for all hours in excess of 40 hours per week. This includes instances when overtime is caused by special request of the County or by Force Majeure. Each occurrence for overtime will require an individual waiver provided by the County Project Manager or designee.
b) Pay overtime rate for all man hours over 10 hours of service in any 24 hour period.
c) Pay employees the overtime rate for the eight holidays (New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day), if service is provided.

To ensure personnel safety and to prevent fatigue or other unsafe conditions, personnel shall not work in excess of 68 hours per week, unless specifically approved by the Contractor's Project Manager and the County Project Manager or designee.

Note: Ship calls are approximately 12-13 hours. If a ship is delayed, PortMiami is notified in advance, allowing for change in shift or security personnel, therefore, no overtime should be incurred.

C. Fringe Benefits

The Contractor shall use full-time employees, who shall be entitled to all fringe benefits normally received in established security service companies.

12. Progress Meetings

The County may hold periodic 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 services provided by the Contractor. The County Project Manager or designee reserves the right to call meetings at any time by notifying Contractor. The Contractor's Project Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Project Manager or designee unless specifically waived by the County Project Manager or designee. In emergency cases, advanced notice is not required.

Appendix B
Price Schedule

Prices shown below is the maximum hourly rates for providing the services as stated in Appendix A, Scope of Services, Appendix A, for the term of the contract, including any option or extension periods, in accordance with the following:

Personnel/K-9	Maximum Hourly Rates
Terminal Security Officer	$29.74
Maritime Security Officer	$22.86
Facility Security Officer	$36.15
Screener/A-Pass/Operator	$23.87
Security Officer Supervisor	$26.48
K-9 @ 2 units per shift	$250.00
Personnel	**Maximum Annual Rate**
Project Manager	$75,857.04

Notes:

1. The above rates are the maximum amounts the Contractor may propose in any Work Order Proposal Requests, except as increased by Living Wage pursuant to Article 8 in the Contract. Yearly percentage increase in the living wages may be applied to the classifications that are billed to the County at hourly rates. Living Wage increases may be negotiated.
2. The above rates include all costs such as, full compensation for labor, equipment, equipment use, 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.
3. Notwithstanding the rates above, Work Orders may be awarded on a per passenger basis or any other pricing structure pursuant to the applicable Work Order for each individual cruise line.
4. The County **will not** pay an overtime rate. It is the Contractor's responsibility to factor this rate and incorporate in Work Order Price Schedules.
5. Notwithstanding the maximum 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 assessed as liquidated damages.
6. The County reserves the right to negotiate the final terms, conditions, and pricing of any Work Order, as may be in the best interest of the County.

Appendix D

SUPPLEMENTAL GENERAL CONDITION

Proposers are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) will apply to any contract(s) awarded pursuant to this solicitation. By submitting a proposal pursuant to these specifications, a bidder is hereby agreeing 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 this solicitation.

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 any service 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 service contractor's contract with the County.

I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services. Service 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 service 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 service 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 service 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 Service 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 service 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 $14.01 per hour or $12.23 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 $1.78 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 the Department of Business Development, 175 Northwest First Avenue, 28th Floor, Miami, FL 33128, (305) 349-5960.

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 service 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 Department of Business Development (DBD) for depository into the DBD 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 a service 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 service 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 service 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 service 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 service 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 service 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 service 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 service 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 service 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.

Appendix E

MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

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

STATE OF FLORIDA)
SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____

_____ As Principal, and _____

_____

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

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

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

_____

_____

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

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

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

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

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

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

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

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20_____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

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

_____

_____ _____
Two Witnesses Signature of Individual

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

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

_____ _____
Signature of Individual

_____ _____
Two Witnesses Printed Name of Individual

WHEN THE PRINCIPAL IS A PARTNERSHIP:

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

_____ _____
Printed Name of One Partner

_____ _____
Two Witnesses Signature of One Partner

WHEN PRINCIPAL IS A CORPORATION:

_____

_____ _____
Secretary Correct Name of Corporation

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

Attest:

_____ _____
Corporate Surety

Countersigned: _____
Business Address

_____ By: _____
Florida Resident Agent Corporate Seal

CORPORATE PRINCIPAL CERTIFICATION

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

Corporate Seal

STATE OF FLORIDA)
SS
COUNTY OF DADE)

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

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

_____

Notary Public, State of _____ at Large

My commission expires _____

PortMiami Security Guard Services Pool

Contract No. RFQ883d

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between McRoberts Protective Agency, Inc., a corporation organized and existing under the laws of the State of New York, having its principal office at 87 Nassau Street, 2nd Floor, New York, NY 10038 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide security guard and screening services for cruise lines at PortMiami, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Qualifications (RFQ) No. 883 and all associated addenda and attachments, incorporated herein by reference; any Work Orders issued as a result of this Agreement; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated September 26, 2013, 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 County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFQ No. 883 and all associated addenda, and the Contractor's Proposal.

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, Internal Services Department, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean McRoberts Protective Agency, 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" to mean 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 Mayor 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.

n) The words "Work Order" to mean an assignment of work issued by the County to a Pool member to perform work specified therein.

o) The words "Work Order Proposals" to mean a documentation presented by Pool members in response to a Work Order Proposal Request (WOPR).

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) appendices to the terms and conditions (Scope of Services and Price Schedule), 3) any Work Order issued as a result of this Agreement, 4) the Miami-Dade County's RFQ No. 883 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

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

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

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

ARTICLE 4. NATURE OF THE AGREEMENT

a) 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, identified in any Work Order issued to the Contractor, 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 indicated on the first page of this Agreement and shall continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a two-year option-to-renew period. 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.

Work Order Term
Work Orders shall expire as stated on each individual Work Order issued under this Contract, and may extend past the expiration of this Contract. The provisions of any specific Work Order which commences prior to the termination date of this Contract, and which will extend beyond said termination dates shall survive the expiration or termination hereof.

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
PortMiami
1015 North American Way, 2nd Floor
Miami Florida 33132
Attention: Director
Phone: (305) 329-4031
Fax: (305) 375-3070

and,

b) to the Contract Manager:

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

Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

McRoberts Protective Agency, Inc.
1001 North American Way, Suite 112
Miami, Florida 33132
Attention: Nicholaus Knittel, Senior Vice President
Phone: (305) 373-0605
Fax: (305) 373-0403
E-mail: nicholaus.knittel@mcroberts1876.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 and any subsequent Work Order. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in the applicable Work Order. 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, or a change to the applicable Work Order by the County.

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

ARTICLE 8. PRICING

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

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement and any subsequent Work Order, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County at the end of each month, for the previous month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, 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 (45) 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 Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County
PortMiami
1015 North American Way, 2nd Floor
Miami, Florida 33132
Attention: Danny Ball

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 Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

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

2. Commercial General 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 Services, in an amount not less than $1,000,000 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 "A-" as to management, and no less than "Class VII" as to financial strength 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 Financial Services 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.

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. If the insurance certificate is received within the specified timeframe 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 ensuring 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 agrees to execute and deliver to the County a Performance and Payment Bond, prepared on the applicable bond form(s) (see Appendix E). The Performance and Payment Bond Form, provided by the County, shall be the only acceptable form for these bonds. The Bond(s), in the amount of 10% of the Contract annual Work Order amount, shall be delivered to the County within 15 calendar days after formal notice from the County. If the Contractor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the contractor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that Contractor for a twelve-month period following such default. The following specifications shall apply to any bond provided:

Surety Bond Qualifications:

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 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 comply with 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 Mayor 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 Mayor'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 Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor 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 Mayor 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 Mayor 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 Mayor 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 Mayor, 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 appendices 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 Section 2-481 of the Miami-Dade County Code, 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 in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County 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 and any subsequent Work Order, 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.

d) In addition to cancellation or termination as otherwise provided in this Agreement, or any subsequent Work Order, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

e) In the event that the County exercises its right to terminate this Agreement, or any subsequent Work Order, 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 non-cancelable 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

f) In the event that the County exercises its right to terminate this Agreement, or any subsequent Work Order, 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 or applicable Work Order up to the Effective Termination Date; and

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

g) 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 or any subsequent Work

Order 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 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 the terms of this Agreement or any subsequent Work Order. 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 timeframe, the County may:

i. treat such failure as a repudiation of this Agreement or any subsequent Work Order; and

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 or any subsequent Work Order 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 and/or any subsequent Work Order 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 re-procurement 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. FAILURE TO PERFORM (Liquidated Damages)

The Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The County, at its sole discretion, will determine the damages arising from such failure. The County Project Manager's or designee's assessment of all liquidated damages will be final. The County will accomplish this by deducting the amount of the liquidated damages from subsequent payments due for service rendered by the Contractor. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of liquidated damages. Subsequent violations will result in the Contractor non-performance. Any of these violations may result in Contractor's personnel being removed from the post and/or any Contract as a result of this Solicitation, at the request of the County Project Manager or designee.

- The 1st infraction may result in liquidated damages of $100.00.
- The 2nd infraction may result in liquidated damages of $200.00.
- The 3rd and subsequent infractions may result in liquidated damages of $300.00;

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

Notes:

a) Unless it is determined by the County Project Manager that it is a special violation, in which case, the 1st infraction will result in liquidated damages of $500.00, the 2nd infraction $1000.00, and the 3rd infraction $1500.00.

b) Refer to Appendix A, Section 2.10, Penalties and Deductions, for a list of major and

minor incidences, and the applicable fines.

A written notice of a violation and intent to impose liquidated damages shall be provided to the Contractor in the form of an Infraction Report. Infraction Reports shall be issued to the Contractor promptly by the County 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 shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) 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 copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) 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.

d) 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).

e) 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.

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 with 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/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, 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 Ethics 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 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 3-38; (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 and/or any subsequent Work Order, 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 without regard to 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 a 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 award 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 Section 2-8.10 of the Miami-Dade County Code, 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 three (3) business 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 Miami-Dade County Ordinance 99-44 apply to this Contract. The Contractor hereby agrees to comply with the provisions of Ordinance 99-44 as presented in the Supplemental General Condition (Attachment 1), and acknowledges awareness of the penalties for non-compliance.

ARTICLE 43. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/.

ARTICLE 44. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

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

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

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

ARTICLE 45. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be

required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 46. 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: Nicholas Kwitkol	By: _____
Name: Nicholas Kwitkol	Name: Carlos A. Gimenez
Title: SVP	Title: Mayor
Date: 11/27/14	Date: _____
Attest: Samantha T. Brown Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
Notary Public State of Florida Samantha T Brown My Commission FF 026394 Expires 08/19/2017	_____ Assistant County Attorney

Appendix A
Scope of Services

1. Background

PortMiami is among America's busiest ports and is recognized throughout the world with the dual distinction of the Cruise Capital of the World and the Cargo Gateway of the Americas. PortMiami is home to the world's most distinguished cruise lines; nearly 4 million cruise passengers traveled through the Port in FY 2012, as well as 8.1 million tons and 807,000 TEUs (twenty-foot equivalent units) of cargo. The commercial trade contributes approximately $27 billion annually to the South Florida economy and helps provide direct and indirect employment of 207,000 jobs. PortMiami's primary goal is to promote growth in both the cruise and cargo industries in the County. PortMiami is recognized world-wide as an innovative leader in safety and security, and was recently recognized by the Florida Department of Law Enforcement, as one of Florida's most-secure ports. For more about the Port, visit the Port's website at http://www.miamidade.gov/portofmiami.

The County has established the PortMiami Security Guard and Screening Services Pool (the Pool) of qualified security firms to provide an acceptable level of security guard service to various cruise terminals, through unarmed, uniformed security personnel, at a competitive price. PortMiami, via awarded security guard firms through the Pool, will provide security guard services which include, but are not limited to a) terminal access control, b) screening of passengers and their bags, c) screening of vessel provisioning using canine services, and d) optional security guard services for PortMiami. The County may at any time, perform unannounced inspections to the terminals and any office space/areas, at PortMiami, utilized by the Contractor, for the purpose of providing service to the County. Pool members will propose on requests for security service through Work Order Proposal Requests (WOPR), issued by the Internal Services Department (ISD), Procurement Management, on behalf of PortMiami.

2. Work Order Process

A. Structure of Pool

This may be updated periodically to reflect new County requirements, and will be supplemented, upon project award, by individual Work Orders specifying project scopes, price and plan of action, for providing the services to the cruise lines requesting the security guard services. Selection into the Pool does not guarantee work and does not provide for exclusive rights to provide these services to the County.

At the County's discretion, Pool members may be dropped from the Pool for poor performance, being in arrears in obligations to the County, and any other reason specified by County policies and procedures.

B. Assignment of Terminals

Membership in the Pool is a prerequisite for having an opportunity to submit proposals and obtain work through this Pool. When a request for security guard services arises, the County will provide Pool members with information regarding the selection process and response requirements, to include written proposals and potentially oral presentations. Recommendations for competitive awards will be made generally based on quality and/or price. The County reserves the right to establish an alternate, streamlined method for assigning Terminals.

Security guard and screening services requests will include potentially any Cruise Line at the Port. Services through the Pool will be offered to all cruise lines at the Port, and may be utilized by PortMiami as needed. Cruise lines requesting the services from the County, will use the Pool, except for cause as approved by the County.

C. Award

The County reserves the right to enter into negotiations, for individual Work Orders, with the recommended Contractor(s). If the County and the recommended Contractor cannot negotiate a successful agreement, the County may terminate said negotiations and begin negotiations with the next

highest ranked Contractor. No Pool member shall have any rights against the County, arising from such negotiations.

D. Award of Additional Services
The County reserves the right to award additional services for, and updates to, a previously awarded Work Order to the same Pool member that was awarded the original Work Order.

3 Minimum Qualification Requirement

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

4. Requirements and Services to be Provided

A. Requirements Prior to Notice-To-Proceed
PortMiami will issue a Notice-To-Proceed (NTP) on a Work Order by Work Order basis, with the general requirements listed herein, after the Contractor has met the following requirements. The Contractor shall commence work upon issuance of a NTP by the County.

The Contractor shall:

1. Have a local management office, located within Miami-Dade County, to afford the County easy access to inspect records and logs. The County reserves the right to inspect the office at any time. This location will provide centralized dispatching service manned by experienced security personnel. A mobile transmitter/receiver, operated by field personnel, will not be considered sufficient to adequately provide such service. Contractor's key personnel, who have the authority to take immediate action on behalf of the Contractor, shall be available at the local office. The dispatcher on duty shall be available for contact by "local" telephone call and 2-way radio from the Port at all times.

Note: The County will not provide office space for the Contractor(s) at PortMiami.

2. Execute and deliver to the County, prior to the issuance of a NTP, a Performance and Payment Bond in the amount of 10% of the total agreed upon annual Work Order price. A separate bond for each cruise terminal and/or PortMiami Work Order, shall be prepared on the applicable County bond forms.

3. Maintain the Insurance requirements as specified in Article 10 of the Contract.

4. Provide all necessary permits, licenses and certificates for Contractor, Contractor's Security Project Manager and Security personnel, that will be assigned to the Contract, and comply with all applicable federal, state and municipal laws. The security personnel requirements are specified in Section 6.

5. Have a communication system that meets the requirements as specified in Section 7(A). 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, prior to the issuance of the 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.

6. Provide a Quality Assurance Plan (QAP), to assure that the requirements of the Services are met. The QAP shall be approved by the County Project Manager before the NTP is issued by the County. Changes to the QAP, shall be submitted to the County Project Manager or designee, for approval, as they are made. The QAP shall include, but not be limited to the following:

i. Inspection System
The inspection system shall identify the activities to be inspected on a scheduled and/or an unscheduled basis, how often and in what manner the inspections will be accomplished, and the name and rank of security personnel who will perform the inspections.

The ***minimum*** number of inspections by off-site supervisors or management-level personnel shall be once per shift. Hourly communication checks will be made during the operating hours. Failure to make contact with a security guard by telephone and radio shall require a supervisor to immediately conduct an on-site inspection to confirm that the Terminals or guard posts at the Port are manned. In the case of complaints or evidence of improper behavior, the inspection frequency shall be increased to half-hour communication checks, at the request of the County Project Manager or designee. These inspections are vital to the operation of the guard system. The visiting inspector shall observe the guard on duty, inspect the facilities and post records and shall sign the post log book to document inspections.

ii. Corrective Action Procedures
The Contractor's corrective action procedures shall cover standard operating procedures to be used by the Contractor to respond to, and correct deficiencies in services, which have been identified by either the Contractor or the County.

7. Provide sufficient training to security personnel in:

   i. Basic security guard duties, including but not limited to, report writing, safety and fire prevention, patrol methods, police authority and jurisdiction, identification, and other security matters prior to duty assignment.
   ii. The specific post orders and procedures for the security guard services. This training shall take place prior to NTP, and prior to the security guard commencing the services required herein.

8. Conduct an on-site and in-depth review, with the County Project Manager, of the total contract requirements covering the following:

   i. Policy and specific procedures for responding to an emergency,
   ii. Proposed security personnel eligibility documentation,
   iii. Proposed security personnel training procedures,
   iv. Post Orders,
   v. Communication system, and
   vi. Inspection system and corrective action procedures.

B. General Requirements
The Contractor shall:

1. Provide the Facility Security Officer with a Declaration of Security that addresses the security requirements, required by the USCG for each Vessel call at the Terminal for which Contractor shall provide security guard services.

2. Post orders at each Terminal, and at the designated posts at the Port. All security personnel 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 Project Manager prior to posting.

3. Meet with the appropriate Port security officers and/or appropriate employees of any of cruise lines operating at the Port, prior to arrival of any cruise Vessel that may call at the Terminal, and meet

with the relevant Vessel security officers upon arrival of the Vessel to ensure that the Terminals are secure.

4. Furnish adequate management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at the Port, as described herein.

5. Update and submit the existing Facility Security Plan (FSP) to, and seeking its approval by, the United States Coast Guard (USCG). The FSP shall include at a minimum:
   i. Security Administration: Managerial and supervisory staffing levels,
   ii. Authority and decision making capacity of key personnel,
   iii. Personnel Training,
   iv. Coverage of unscheduled post vacancies, short-term post, and shift changes,
   v. Drills and exercises
   vi. Records and documentation
   vii Procedures for interfacing with Vessels
   vii. Responses to Change in Maritime Security (MARSEC) Levels
   viii. Declaration of Security
   ix. Communications
   x. Security Systems and equipment quantity and maintenance
   xi. Security measures for access control, restricted areas, handling baggage, and monitoring
   xii. Security incident procedures
   xiii. Audits and security plan amendments

   Notes: The existing FSP is on file with the Port and has been approved by the USCG. The FSP will be made available at the time of NTP, and upon the Contractor signing a non-disclosure statement.

6. Ensure that the services furnished are in conformity with practices which are generally current in the security industry. Contractor's responsibility is limited to providing physical security services, and shall not warrant that the services furnished will prevent loss.

7. Conduct periodic security drills at the Port (once every quarter), in addition to an annual emergency drill exercise (frequency cannot exceed more than eighteen months).

8. Issue uniforms to each employee performing security guard services who shall always present a clean, neat, professional appearance. Uniforms shall be 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 (refer to Section 7, for Uniform Requirements). The cost of uniforms, as further described herein, shall be the responsibility of the Contractor.

9. Issue to each employee performing the security guard services herein, the Transportation Worker Identification Credential (TWIC). Said credentials shall be displayed while on duty at all times, and shall be maintained by security personnel. All employees assigned must also be issued a valid company badge, valid State of Florida "D" License, and valid Port identification. The company badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.

   Notes: a) TWIC is a vital security measure that will ensure individuals who pose a threat, do not gain unescorted access to secure areas of the nation's maritime transportation system. TWIC was established by Congress through the Maritime Transportation Security Act (MTSA) and is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. TWICs are tamper-resistant biometric credentials that will be issued to workers who require unescorted access to secure areas of ports, Vessels and outer continental shelf facilities, and all credentialed merchant mariners. b) The cost of the TWIC is $129.75, and the Port identification badge is of no charge to permitted vendors. The credentials are valid for five years. The cost to renew the TWIC is $60.00, and is valid for three years.

10. Coordinate with the County Project Manager to ensure security checkpoints and screening areas are functional and utilized in an efficient manner. The Contractor shall provide services at security checkpoints and screening areas including but not limited to the following:

    i. Terminal access control for passengers, crewmembers, vendors, contractors or other cruise lines' employees or guests;
    ii. A listing of all persons who visited the Terminal or Vessel during the Vessel's call, excluding crew and passengers;
    iii. Screening of passengers, crew, vendors, contractors, or other cruise line employees or guests accessing the Vessel via the gangway for prohibited items including, but not limited to, those items set forth in a list to be provided by the Port or its designee, using security equipment, as specified in Section 7;
    iv. Screening of all passenger baggage for prohibited items including, but not limited to, those items set forth in a list to be provided by the County Project Manager or designee, using the Security Equipment;
    v. Screening of Vessel provisions using K-9 services trained/certified in accordance with applicable laws and regulations, and the approved FSP; and
    vi. Such other reasonable additional security measures as may be requested based on particular security concerns, by the County, a cruise line's director of security and surveillance, or a Vessel's security officer.

5. Optional Services to be Provided at PortMiami

The County reserves the right to utilize the Pool to provide security guard and screening services for PortMiami, as needed, to complement existing PortMiami security personnel. The Scope of Services would be developed on a Work Order by Work Order basis.

6. Security Personnel Requirements, Qualifications, and Standards

A. Security Personnel Requirements

The Contractor shall provide security personnel of the type and quantity as determined by the FSP, the operational needs, and for the purposes specified herein.

The Contractor shall:

1. Designate a minimum of one appropriately licensed individual to act as Security Manager, directing the activities of the Class "D" employees, who will provide the Services herein.

2. Provide sufficient Security Supervisors with which to inspect the Terminals or guard posts at least once per shift, during the hours of operations.

3. Provide the following essential personnel:

    i. Facility Security Officers (FSO), who shall be the direct report of the Contractor's Terminal Security Officer (see ii below). Contractor shall assign at least one FSO for each day a Vessel calls at the Port. The FSO's responsibilities shall include a) on-site training and work direction, b) remaining in instant communication with the Contractor's control center, and c) observing the condition and performance of the security guards, the condition of the post, the post environment and level of activity.
    ii. Terminal Security Officers (TSO) who shall be responsible for supervision of shore-side security operations for the Terminals on days of operations. The Contractor shall assign a TSO for each Terminal for which the Contractor is providing security guard services.
    iii. Security Supervisors who shall be responsible for different (smaller) areas for the Terminals on days of operations and report to the TSO.
    iv. Screener/A-Pass Operator, who shall be responsible for terminal access controls, screening of persons and baggage as specified in Section 5. The Screener shall be responsible for the

calibration of the X-Ray machine, walk through metal detectors, and hand held detectors. A-Pass Operator shall swipe the traveler's "sail and sign" card to verify access to the Vessel. Depending on the Cruise Line, Screener/A-Pass shall have advanced training in the use of screening equipment and search procedures.

v. Maritime Security Officer (MSO) who shall be responsible for providing access control to the Terminals. Maritime Security Officers shall have the required training in the maritime field for basic maritime security functions, with advanced training in the use of screening equipment and search procedures.

B. Security Personnel Qualifications and Standards

To be eligible to perform security guard services requested herein, all levels of security personnel shall be a minimum of 21 years of age, and meet the following qualifications and standards regarding education, background, experience, health and citizenship, as established in this section, unless specifically and individually waived in writing by the County Project Manager or designee.

1. Licensing-Certification: The security personnel shall be licensed by the state of Florida with a "D" license, pursuant to Florida Statute 493. All officers shall maintain this requirement at all times while providing this Service to the County. Any person directing the activities of licensed Security Officers shall also meet the licensing requirements, per Florida Statute 493.6303, and possess a Class "MB" license and a Class "M" license, if applicable.

   Note: Any security personnel, whose license has been revoked, suspended or expired for one year or longer is considered, upon reapplication for a license, an initial applicant and must possess a Class "D" License, which contains the picture of the license holder before he/she can work at the Port.

2. Citizenship Status: The security personnel 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. The County reserves the right to perform checks to verify the above information.

3. English Language Literacy Requirements: The security personnel shall be fully literate (i.e., read and write) in the English language and be able to clearly speak English. Oral command of English must be sufficient to permit full communication, even in times of stress. No exceptions to this requirement will be allowed.

4. Educational Background and Experience: The security personnel working at the post shall possess, at a minimum, a high school diploma or certified equivalency diploma (GED) from a United States accredited and verifiable institution. All unverifiable diplomas shall be translated to determine if the diploma can be converted to a United States GED. All personnel to perform security guard services, shall be fully trained in the requirements of the service, and meet all contract requirements prior to reporting for duty. Personnel must have knowledge, through training or equivalent job experience, in the following:

   i. Current security threats and patterns;
   ii. Recognition and detection of dangerous substances and devices;
   iii. Recognition of characteristics and behavioral patterns of persons who are likely to threaten security;
   iv. Techniques used to circumvent security measures;
   v. Crowd management and control techniques;
   vi. Security related communications;
   vii. Knowledge of emergency procedures and contingency plans;
   viii. Operation, testing, calibration, and maintenance of security equipment and systems;

ix. Inspection, control, and monitoring techniques;
x. Relevant provisions of the Facility Security Plan (FSP);
xi. Methods of physical screening of persons, personal effects, baggage, cargo, and Vessel stores; and
xii. The meaning and the consequential requirements of the different Maritime Security (MARSEC) Levels.

5. Medical Test and Health Requirements: The security personnel shall successfully complete a medical examination, to be conducted at the Contractor's expense prior to duty assignment or as required for reasonable cause by the County. The results of the medical examination shall demonstrate that the employee shall:
   i. Be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;
   ii. Be free from any communicable disease;
   iii. Possess binocular vision, correctable to 20/20 (Snellen);
   iv. Be drug free;
   v. Not be colorblind; and
   vi. Be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without benefit of artificial hearing devices.

6. Criminal Background Checks: The security personnel shall pass an extensive background investigation, which includes a) two years employment history check and b) mandatory state and national criminal history background check and a fingerprint check with the federal Bureau of Investigation, to be completed prior to providing service to the County. All security officers shall pass the mandatory Florida Department of Law Enforcement (FDLE) and national background check, 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. Security personnel shall also pass an extensive mandatory background investigation in accordance with Florida Statute 311.12 which includes a fingerprint-based National Crime Information Center (NCIC)/Federal Citizen Information Center (FCIC) background check via FDLE. Both of the aforementioned background checks are done by the Transportation Worker Identification Credential, and the State of Florida, Division of Licensing, upon issuance of the Security "D" License.

   Notes:
   a) The NCIC and FCIC are conducted by the Division of Licensing and a list of disqualifiers is noted in the Florida Statue 493.6108 and an additional background check is conducted for ALL security personnel when they apply for their TWIC. The TWIC is required for ALL security officers to work in the Port.
   b) The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Relations Department at the established cost of the requested service. The Contractor shall assume all related cost.

7. Equipment and Uniform Requirements

A. Equipment Requirements

The Contractor shall:

a) Be solely responsible for delivery, installation, modifications, calibration, repairs and maintenance of the security equipment, required to perform the Services. Security equipment shall be fully operational at all times during embarkation of a Vessel. In the event of a breakdown or malfunction of any of the security equipment, Contractor shall: a) promptly use alternative screening methods complying with applicable law and regulations; and b) arrange for repair or replacement of such equipment before the next embarkation period. If any security equipment is replaced, the replacement security equipment shall be of equivalent or better capability than the Security

Equipment it replaced. Equipment specifications shall meet industry standards. The County will arrange for all necessary electrical sources.

b) Provide security equipment of the type and quantity specified herein or of an equal substitute:
   i. Passenger carried baggage X-Ray;
   ii. Passenger WTMD; and
   iii. Checked baggage X-Ray.

Note: Equipment quantities shall be determined by the FSP and operational needs. On a Work Order by Work Order basis, the County will determine the quantity, and if the terminals are already equipped with applicable equipment, the equipment may be leased to the Contractor by the Cruise line.

a) Provide two-way handheld radios (walkie-talkie) to on-duty security personnel. Hand-held radios, licenses for use by the Federal Communications Commission, are required at all Terminals. In addition, one hand-held radio shall be issued by the Contractor, to the Port (at no additional charge), at the discretion of the County Project Manager (additional radios may be requested). The County will be the sole judge of the adequacy of radio communication.

B. Uniform Requirements (per Florida Statute 493)

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

During warm weather months, the County may, at its discretion, permit work without a tie or hat (outdoors only). Every security guard shall be neatly, cleanly, and uniformly garbed during duty hours. Failure to obey uniform regulations will result in penalty deductions to the Contractor by the County, and possible County request to remove the employee from duty at the Terminals. Standard Uniform for all levels of Security Officers and Security Officer's Supervisor shall include:

- Trousers, all-season weight;
- Shirt/blouse, short or long sleeve;
- Tie;
- Cap;
- Belt – solid black;
- Duty Belt;
- Socks – solid black;
- Shoes – solid black Uniform shoes, no high heels, no platform shoes and no sneakers or tennis shoes;
- Shoulder patches to indicate the name of the Contractor sewn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor shall be worn or displayed on the uniform except hats;
- Nametags to be worn centered and aligned at the top of the right shirt pocket; and
- Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, are required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with Contractor's identification, logo or name, or an insignia.

8. Work Practices, Standards, and Duties

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. Each security personnel shall adhere to standards of behavior that reflect credit on himself/herself, the Contractor, and the County.

B. Personal Appearance of Guards: A favorable image is a major asset to a protective force. Therefore, a security guard's attitude, courtesy and job knowledge, which are influential in creating this favorable image as is the appearance of the security guard's uniform, shall be monitored by the Contractor, as necessary, to promote a favorable image.

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

i. 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.

ii. Relief: The duties of the security guard post require that the security personnel not leave his/her post until properly relieved.

iii. Starting and Stopping Work: All security personnel 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 tour of duty or until relieved.

D. Deviation from Prescribed Schedule: The Contractor shall authorize its security personnel to deviate from prescribed schedules only when unusual or emergency conditions exist. Such deviations and the reasons are to be recorded in the daily log.

E. Recording Presence: The Contractor's security personnel 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. Security personnel's 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.

F. Post Orders: Post Orders define the basic work to be performed by Security/Screening Officers at the Port, in accordance with FSP and 311.12. Post orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Security/Screening Officers shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Once established, the Contractor shall assure that yearly updated copies are available to Security/Screening Officers. The Contractor shall check each post quarterly for updated Post Orders. Failure to have current Post Orders on site may result in the penalties for vendor non-performance (refer to Section 10, Penalties and deductions). No deviations from the post orders shall be made except for emergencies. All orders (initial or revised) shall be approved by the County Project Manager in writing. Such changes shall not require modification to the contract, but may require amendment to the FSP.

G. Reports, Records and Desk Book: An "Officer's Desk Book" shall be maintained at the guard post and shall contain complete duty instructions for manning the guard 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. The Contractor shall provide these reports to the County upon request by the County Project Manager.

H. Emergency Assistance: In the event of an emergency or unusual occurrence affecting the interest of the County and/or community, the Contractor's employee shall summon appropriate assistance as may be required, such as the local fire and/or police departments, and immediately notify appropriate County officials. The "Emergency Call Numbers List," filed in the Officer's Desk Book, lists key persons to be contacted.

I. Lost and Found: The Contractor's security personnel shall receive and safely store lost and found articles pending return to owner, or for other appropriate disposal as determined by the County.

J. Hazardous Conditions: The Contractor's security personnel shall report daily to County Project Manager, in accordance with procedures in the Officer's Desk Book, potentially hazardous conditions and items in need of repair.

K. Document Submittal: The Contractor shall keep in their files, and be available for inspection, the following documents for each security personnel assigned to Terminal, prior to his/her start of work under any agreement as a result of this Solicitation.

i. Urinalysis Reports (by outside agency within past 60 days)
ii. Training Certification
iii. Proof of Minimum Education Requirements
iv. Licenses
v. Proof of citizenship or work permit or INS I-9 certification

L. Removal from Duty: If the County's Project Manager or his designee receives disqualifying information on a Contractor's security personnel, the Project Manager will request that the Contractor immediately remove said employee from providing services herein, and to the County. The Contractor must comply with all such requests.

i. Suitability: The Contractor's security personnel 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) possession of a record of arrest for continuing offenses, or c) falsification of information submitted for suitability check.

ii. Unfitness for Duty: The Contractor shall immediately remove any security personnel from providing services herein, and to the County, should it be determined by the County Project Manager or designee that such individual(s) assigned to duty have been disqualified for either suitability or security reasons, or who are found to be unfit for performing guard duties during their shifts. 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 work site.
- 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 proper identification or registration on persons.
- Use of County telephones for purposes other than to report to supervisors or to report emergencies.

M. Removal or Approval for Contract: The County may reject any proposed Security Officer/Supervisor/Contractor Field Supervisor as deemed in the County's best interest. The County reserves the right to have the Contractor relieve any employee of the Contractor from a duty assignment, and/or bar the employee from further service under the Contract at the discretion of the County Project Manager or designee.

N. Replacement Employees: The Contractor shall provide the training outlined herein to each replacement employee prior to his/her start of work at the Terminals. Emergency relief security personnel shall be previously trained and approved.

O. 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 individual untrained or unqualified guard to a period not-to-exceed a cumulative total of 68 hours.

9. Compliance

The Contractor shall be compliant with the following:

a) Relevant requirements of the FSP;
b) Requirements of the MTSA of 2002, as amended, and its related regulations;
c) Section 311, Florida Statutes, as amended, and any related regulations (collectively, the "FTSA");

10. Fines and Deductions

The following fines for nonperformance or unsatisfactory performance may be imposed by the County against the Contractor:

A. Major Infractions: Any major infractions, as determined by the County's Project Manager or his designee, may result in a non-negotiable fine of up to $100.00 per incident. Major infractions are defined as:

- Failure to have current post orders on site.
- Failure to provide security guard coverage.
- Failure to provide specified inspections.
- Security guard employee sleeping on duty.
- Security guard employee working under the influence of drugs or alcohol.
- Security guard employee 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 a security guard employee.
- Refusing to render assistance or cooperate with the purposes of the security program.
- Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.
- A security guard working over 16 consecutive hours at guard post.

B. Minor Infractions: Any minor infraction, as determined by the County's Project Manager or his designee, may result in a $50.00 fine per incident. Minor infractions are defined as:

- Security guard employee with improper uniform or unsatisfactory appearance.
- Failure to make prescribed communication checks.

- Failure to post company-supplied nameplate.
- Failure to properly equip security officer.
- Security guard employee conducting personal affairs while on duty.

The deduction schedule will be applied separately to each documented violation. All compliance deductions will be applied by the County to the monthly invoice.

11. Compensation

The Contractor shall provide compensation equal to or exceeding the Living Wage benefits, as specified in Appendix D, Supplemental General Conditions, Living Wage Ordinance (ord. No. 99-44).

A. Hourly Wage

Security guards shall be paid a minimum of $12.23 per hour for a forty-hour workweek excluding other fringe benefits. Security guards and supervisors shall receive at least an additional $1.78 per hour of compensation, or such amount that it may be increased to as per the Living Wage Ordinance, either as hourly wages or medical benefits, the details of which are specified in Appendix C. The Contractor shall provide to the County a schedule of wages, incentives and benefits for each employee providing the security guard services requested herein. Note: Living Wage rates above are effective October 1, 2013 through September 30, 2014.

B. Overtime

The County will **not** pay an overtime rate. The Contractor shall:

a) Pay the employee for additional hours, on an overtime basis, equal to one and one-half times the hourly rate for all hours in excess of 40 hours per week. This includes instances when overtime is caused by special request of the County or by Force Majeure. Each occurrence for overtime will require an individual waiver provided by the County Project Manager or designee.
b) Pay overtime rate for all man hours over 10 hours of service in any 24 hour period.
c) Pay employees the overtime rate for the eight holidays (New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day), if service is provided.

To ensure personnel safety and to prevent fatigue or other unsafe conditions, personnel shall not work in excess of 68 hours per week, unless specifically approved by the Contractor's Project Manager and the County Project Manager or designee.

Note: Ship calls are approximately 12-13 hours. If a ship is delayed, PortMiami is notified in advance, allowing for change in shift or security personnel, therefore, no overtime should be incurred.

C. Fringe Benefits

The Contractor shall use full-time employees, who shall be entitled to all fringe benefits normally received in established security service companies.

12. Progress Meetings

The County may hold periodic 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 services provided by the Contractor. The County Project Manager or designee reserves the right to call meetings at any time by notifying Contractor. The Contractor's Project Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Project Manager or designee unless specifically waived by the County Project Manager or designee. In emergency cases, advanced notice is not required.

Appendix B
Price Schedule

Prices shown below is the maximum hourly rates for providing the services as stated in Appendix A, Scope of Services, Appendix A, for the term of the contract, including any option or extension periods, in accordance with the following:

Personnel/K-9	Maximum Hourly Rates
Terminal Security Officer	$28.57
Maritime Security Officer	$22.65
Facility Security Officer	$35.40
Screener/A-Pass/Operator	$25.99
Security Officer Supervisor	$26.86
K-9 @ 2 units per shift	$660.00
Personnel	**Maximum Annual Rate**
Project Manager	$87,600

Notes:

1. The above rates are the maximum amounts the Contractor may propose in any Work Order Proposal Requests, except as increased by Living Wage pursuant to Article 8 in the Contract. Yearly percentage increase in the living wages may be applied to the classifications that are billed to the County at hourly rates. Living Wage increases may be negotiated.
2. The above rates include all costs such as, full compensation for labor, equipment, equipment use, 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.
3. Notwithstanding the rates above, Work Orders may be awarded on a per passenger basis or any other pricing structure pursuant to the applicable Work Order for each individual cruise line.
4. The County **will not** pay an overtime rate. It is the Contractor's responsibility to factor this rate and incorporate in Work Order Price Schedules.
5. Notwithstanding the maximum 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 assessed as liquidated damages.
6. The County reserves the right to negotiate the final terms, conditions, and pricing of any Work Order, as may be in the best interest of the County.

APPENDIX C
HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement by and between the Miami-Dade County, Florida ("County"), and _____, Business Associate ("Associate").

RECITALS

A. As part of the Agreement, it is necessary for the County to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").

B. County and Associate intend to protect the privacy and provide for the security of PHI, including but not limited to, ePHI, disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to the Agreement, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Sections 160.103, 164.304 and 164.501.

a. "Business Associate" shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

b. "Covered Entity" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

d. "Electronic Protected Health Information" or "ePHI" means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

e. "Electronic Media" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 160.103.

f. "Security incident" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 164.304.

2. Obligations of Associate.

a. Permitted Uses and Disclosures. Associate may use and/or disclose PHI received by Associate pursuant to the Agreement ("County's PHI") solely in accordance with the specifications set forth in the Scope of Services, Appendix A. In the event of any conflict between this Addendum and Appendix A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]

b. Nondisclosure. Associate shall not use or further disclose County's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii)(A)]

c. Safeguards. Associate shall use appropriate safeguards to prevent use or disclosure of County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the County. [45 CFR § 164.314(a)(2)(i)(A)] County has at its sole discretion, the option to audit and inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).

d. Reporting of Disclosures. Associate shall report to the County's Project Manager, any use or disclosure of the County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)] Associate shall report to the County through the County's Project Manager, any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]

e. Associate's Agents. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) the County, agrees in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the County, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)] In no case may Associate's Agents reside and operate outside of the United States.

f. Documentation of Disclosures. Associate agrees to document disclosures of the County's PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide the County or an individual, in a time and manner designated by the County, information collected in accordance with the Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528]

g. Availability of Information to County. Associate shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for, disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)]

h. Amendment of PHI. Associate shall make the County's PHI available to the County as may be required to fulfill the County's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by the County, incorporate any amendments to the County's PHI into copies of such PHI maintained by Associate, and in the time and manner designated by the County. [45 CFR § 164.504(e)(2)(ii)(F)]

i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the County or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(ii)(H) and 45 CFR Part 64, Subpart C.]

j. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the County's PHI by Associate in violation of the requirements of this Addendum.

k. Associate's Insurance. Associate agrees to maintain the insurance coverage provided in the Agreement.

l. Notification of Breach. Associate shall notify the County within twenty-four (24) hours, and shall provide written notice no later than forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

m. Expenses. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.

n. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Associate and the County and are intended only for their benefit. Neither Associate nor the County intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party nor shall any other third party have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

3. Audits, Inspection and Enforcement. From time to time, after reasonable notice, upon any breach of this Addendum by Associate, the County may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of this Addendum and shall certify the same to the County in writing. The fact that the County inspects, or fails to utilize its right to inspect, Associate's facilities, systems, books, records, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does the County's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate to remedy such breach, constitute acceptance of such practice or a waiver of the County's enforcement rights under this Addendum.

4. Termination.

a. Material Breach. A breach by Associate of any provision of this Addendum, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by the County. [45 CFR § 164.504(e)(3) and 45 CFR § 164.314(a)(2)(i)(D)]

b. Termination for Cause - Reasonable Steps to Cure Breach. If the County recognizes a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Agreement pursuant to Section 4a, above, the County may provide an opportunity for Associate to end the violation or cure the breach within five (5) days, or other cure period as may be specified in the Agreement. If Associate does not cure the breach or end the violation within the time period provided, the County may immediately terminate the Agreement.

c. Judicial or Administrative Proceedings. The County may terminate the Agreement, effective immediately, if (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations (or other security or privacy law) is made in any administrative or civil proceeding.

d. Effect of Termination. Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the County all PHI, including but not limited to ePHI, received from the County (or created or received by Associate on behalf of the County) that Associate still maintains in any form. This provision shall also apply to County PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if return or destruction is not feasible, Associate shall provide to the County notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information,

and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(I)]

5. **Indemnification.** Associate shall indemnify and hold harmless the County and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, trustees, 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 Addendum by Associate or its employees, agents, servants, partners, principals, or subcontractors. Associate 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 any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of the Agreement.

6. **Limitation of Liability.** Nothing in this Addendum shall be construed to affect or limit the County's sovereign immunity as set forth in Florida Statutes, Section 768.28.

7. **Amendment.**

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to the security and privacy of PHI, including electronic data, are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the County's request, Associate agrees to promptly enter into an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The County, in addition to any other remedies including specific performance, may terminate the Agreement upon five [5] days' written notice in the event Associate does not enter into said amendment to the Agreement providing assurances regarding the safeguarding of PHI that the County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of the HIPAA laws.

8. **Assistance in Litigation or Administrative Proceedings.** Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to the County at the County's convenience upon reasonable notice, at no cost to the County, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

9. **Effect on Agreement.** Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect. In the event of any conflict between this Addendum and Agreement, this Addendum shall control.

10. **Interpretation.** This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and applicable Florida laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

11. **Jurisdiction**. Any litigation between the parties regarding the terms of this Addendum shall take place in Miami-Dade County, Florida.

Appendix D

SUPPLEMENTAL GENERAL CONDITION

Proposers are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) will apply to any contract(s) awarded pursuant to this solicitation. By submitting a proposal pursuant to these specifications, a bidder is hereby agreeing 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 this solicitation.

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 any service 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 service contractor's contract with the County.

I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services. Service 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 service 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 service 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 service 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 Service 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 service 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 $14.01 per hour or $12.23 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 $1.78 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 the Department of Business Development, 175 Northwest First Avenue, 28th Floor, Miami, FL 33128, (305) 349-5960.

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 service 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 Department of Business Development (DBD) for depository into the DBD 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 a service 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 service 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 service 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 service 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 service 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 service 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 service 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 service 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 service 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.

Appendix E

MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

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

STATE OF FLORIDA)
SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____

_____ As Principal, and _____

_____

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

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

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

_____

_____

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

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

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

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

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

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

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

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20_____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

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

_____

_____ _____
Two Witnesses Signature of Individual

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

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

_____ _____
Signature of Individual

_____ _____
Two Witnesses Printed Name of Individual

WHEN THE PRINCIPAL IS A PARTNERSHIP:

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

_____ _____
Printed Name of One Partner

_____ _____
Two Witnesses Signature of One Partner

WHEN PRINCIPAL IS A CORPORATION:

_____

_____ _____
Secretary Correct Name of Corporation

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

Attest:

_____ _____
Corporate Surety

Countersigned: _____
Business Address

_____ By: _____
Florida Resident Agent Corporate Seal

CORPORATE PRINCIPAL CERTIFICATION

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

Corporate Seal

STATE OF FLORIDA)
SS
COUNTY OF DADE)

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

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

_____

Notary Public, State of _____ at Large

My commission expires _____

PortMiami Security Guard Services Pool

Contract No. RFQ883e

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

WITNESSETH:

WHEREAS, the Contractor has offered to provide security guard and screening services for cruise lines at PortMiami, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Qualifications (RFQ) No. 883 and all associated addenda and attachments, incorporated herein by reference; any Work Orders issued as a result of this Agreement; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated September 26, 2013, 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 County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFQ No. 883 and all associated addenda, and the Contractor's Proposal.

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, Internal Services Department, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean Feick Security Corporation 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" to mean 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 Mayor 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.

n) The words "Work Order" to mean an assignment of work issued by the County to a Pool member to perform work specified therein.

o) The words "Work Order Proposals" to mean a documentation presented by Pool members in response to a Work Order Proposal Request (WOPR).

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) appendices to the terms and conditions (Scope of Services and Price Schedule), 3) any Work Order issued as a result of this Agreement, 4) the Miami-Dade County's RFQ No. 883 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

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

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

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

ARTICLE 4. NATURE OF THE AGREEMENT

a) 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, identified in any Work Order issued to the Contractor, 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 indicated on the first page of this Agreement and shall continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a two-year option-to-renew period. 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.

Work Order Term
Work Orders shall expire as stated on each individual Work Order issued under this Contract, and may extend past the expiration of this Contract. The provisions of any specific Work Order which commences prior to the termination date of this Contract, and which will extend beyond said termination dates shall survive the expiration or termination hereof.

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
PortMiami
1015 North American Way, 2nd Floor
Miami Florida 33132
Attention: Director
Phone: (305) 329-4031
Fax: (305) 375-3070

and,

b) to the Contract Manager:

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

Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Feick Security Corporation
8869 SW 131st Street, 2nd Floor
Miami, Florida 33176
Attention: Gary Feick, President
Phone: (305) 259-3000
Fax: (305) 259-3575
E-mail: gfeick@feicksecurity.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 and any subsequent Work Order. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in the applicable Work Order. 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, or a change to the applicable Work Order by the County.

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

ARTICLE 8. PRICING

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

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement and any subsequent Work Order, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County at the end of each month, for the previous month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, 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 (45) 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 Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County
PortMiami
1015 North American Way, 2nd Floor
Miami, Florida 33132
Attention: Danny Ball

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 Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

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

2. Commercial General 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 Services, in an amount not less than $1,000,000 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 "A-" as to management, and no less than "Class VII" as to financial strength 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 Financial Services 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.

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. If the insurance certificate is received within the specified timeframe 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 ensuring 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 agrees to execute and deliver to the County a Performance and Payment Bond, prepared on the applicable bond form(s) (see Appendix E). The Performance and Payment Bond Form, provided by the County, shall be the only acceptable form for these bonds. The Bond(s), in the amount of 10% of the Contract annual Work Order amount, shall be delivered to the County within 15 calendar days after formal notice from the County. If the Contractor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the contractor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that Contractor for a twelve-month period following such default. The following specifications shall apply to any bond provided:

Surety Bond Qualifications:

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 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 comply with 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 Mayor 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 Mayor'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 Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor 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 Mayor 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 Mayor 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 Mayor 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 Mayor, 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 appendices 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 Section 2-481 of the Miami-Dade County Code, 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 in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County 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 and any subsequent Work Order, 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.

d) In addition to cancellation or termination as otherwise provided in this Agreement, or any subsequent Work Order, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

e) In the event that the County exercises its right to terminate this Agreement, or any subsequent Work Order, 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 non-cancelable 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

f) In the event that the County exercises its right to terminate this Agreement, or any subsequent Work Order, 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 or applicable Work Order up to the Effective Termination Date; and

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

g) 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 or any subsequent Work

Order 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 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 the terms of this Agreement or any subsequent Work Order. 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 timeframe, the County may:

i. treat such failure as a repudiation of this Agreement or any subsequent Work Order; and

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 or any subsequent Work Order 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 and/or any subsequent Work Order 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 re-procurement 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. FAILURE TO PERFORM (Liquidated Damages)

The Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The County, at its sole discretion, will determine the damages arising from such failure. The County Project Manager's or designee's assessment of all liquidated damages will be final. The County will accomplish this by deducting the amount of the liquidated damages from subsequent payments due for service rendered by the Contractor. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of liquidated damages. Subsequent violations will result in the Contractor non-performance. Any of these violations may result in Contractor's personnel being removed from the post and/or any Contract as a result of this Solicitation, at the request of the County Project Manager or designee.

- The 1st infraction may result in liquidated damages of $100.00.
- The 2nd infraction may result in liquidated damages of $200.00.
- The 3rd and subsequent infractions may result in liquidated damages of $300.00;

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

Notes:

a) Unless it is determined by the County Project Manager that it is a special violation, in which case, the 1st infraction will result in liquidated damages of $500.00, the 2nd infraction $1000.00, and the 3rd infraction $1500.00.

b) Refer to Appendix A, Section 2.10, Penalties and Deductions, for a list of major and

minor incidences, and the applicable fines.

A written notice of a violation and intent to impose liquidated damages shall be provided to the Contractor in the form of an Infraction Report. Infraction Reports shall be issued to the Contractor promptly by the County 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 shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) 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 copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) 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.

d) 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).

e) 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.

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 with 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/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, 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 Ethics 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 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 3-38; (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 and/or any subsequent Work Order, 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 without regard to 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 a 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 award 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 Section 2-8.10 of the Miami-Dade County Code, 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 three (3) business 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 Miami-Dade County Ordinance 99-44 apply to this Contract. The Contractor hereby agrees to comply with the provisions of Ordinance 99-44 as presented in the Supplemental General Condition (Attachment 1), and acknowledges awareness of the penalties for non-compliance.

ARTICLE 43. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/.

ARTICLE 44. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

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

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

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

ARTICLE 45. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be

required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 46. 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: Gary A. Feick	Name: Carlos A. Gimenez
Title: President	Title: Mayor
Date: 1/22/2014	Date: _____
Attest: _____ Corporate Secretary/Notary Public	Attest: _____ Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
GUILLERMO SALMON MY COMMISSION # EE 036087 EXPIRES: October 20, 2014 Bonded Thru Notary Public Underwriters	_____ Assistant County Attorney

Appendix A
Scope of Services

1. Background

PortMiami is among America's busiest ports and is recognized throughout the world with the dual distinction of the Cruise Capital of the World and the Cargo Gateway of the Americas. PortMiami is home to the world's most distinguished cruise lines; nearly 4 million cruise passengers traveled through the Port in FY 2012, as well as 8.1 million tons and 807,000 TEUs (twenty-foot equivalent units) of cargo. The commercial trade contributes approximately $27 billion annually to the South Florida economy and helps provide direct and indirect employment of 207,000 jobs. PortMiami's primary goal is to promote growth in both the cruise and cargo industries in the County. PortMiami is recognized world-wide as an innovative leader in safety and security, and was recently recognized by the Florida Department of Law Enforcement, as one of Florida's most-secure ports. For more about the Port, visit the Port's website at http://www.miamidade.gov/portofmiami.

The County has established the PortMiami Security Guard and Screening Services Pool (the Pool) of qualified security firms to provide an acceptable level of security guard service to various cruise terminals, through unarmed, uniformed security personnel, at a competitive price. PortMiami, via awarded security guard firms through the Pool, will provide security guard services which include, but are not limited to a) terminal access control, b) screening of passengers and their bags, c) screening of vessel provisioning using canine services, and d) optional security guard services for PortMiami. The County may at any time, perform unannounced inspections to the terminals and any office space/areas, at PortMiami, utilized by the Contractor, for the purpose of providing service to the County. Pool members will propose on requests for security service through Work Order Proposal Requests (WOPR), issued by the Internal Services Department (ISD), Procurement Management, on behalf of PortMiami.

2. Work Order Process

A. Structure of Pool

This may be updated periodically to reflect new County requirements, and will be supplemented, upon project award, by individual Work Orders specifying project scopes, price and plan of action, for providing the services to the cruise lines requesting the security guard services. Selection into the Pool does not guarantee work and does not provide for exclusive rights to provide these services to the County.

At the County's discretion, Pool members may be dropped from the Pool for poor performance, being in arrears in obligations to the County, and any other reason specified by County policies and procedures.

B. Assignment of Terminals

Membership in the Pool is a prerequisite for having an opportunity to submit proposals and obtain work through this Pool. When a request for security guard services arises, the County will provide Pool members with information regarding the selection process and response requirements, to include written proposals and potentially oral presentations. Recommendations for competitive awards will be made generally based on quality and/or price. The County reserves the right to establish an alternate, streamlined method for assigning Terminals.

Security guard and screening services requests will include potentially any Cruise Line at the Port. Services through the Pool will be offered to all cruise lines at the Port, and may be utilized by PortMiami as needed. Cruise lines requesting the services from the County, will use the Pool, except for cause as approved by the County.

C. Award

The County reserves the right to enter into negotiations, for individual Work Orders, with the recommended Contractor(s). If the County and the recommended Contractor cannot negotiate a successful agreement, the County may terminate said negotiations and begin negotiations with the next

highest ranked Contractor. No Pool member shall have any rights against the County, arising from such negotiations.

D. Award of Additional Services

The County reserves the right to award additional services for, and updates to, a previously awarded Work Order to the same Pool member that was awarded the original Work Order.

3 Minimum Qualification Requirement

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

4. Requirements and Services to be Provided

A. Requirements Prior to Notice-To-Proceed

PortMiami will issue a Notice-To-Proceed (NTP) on a Work Order by Work Order basis, with the general requirements listed herein, after the Contractor has met the following requirements. The Contractor shall commence work upon issuance of a NTP by the County.

The Contractor shall:

1. Have a local management office, located within Miami-Dade County, to afford the County easy access to inspect records and logs. The County reserves the right to inspect the office at any time. This location will provide centralized dispatching service manned by experienced security personnel. A mobile transmitter/receiver, operated by field personnel, will not be considered sufficient to adequately provide such service. Contractor's key personnel, who have the authority to take immediate action on behalf of the Contractor, shall be available at the local office. The dispatcher on duty shall be available for contact by "local" telephone call and 2-way radio from the Port at all times.

Note: The County will not provide office space for the Contractor(s) at PortMiami.

2. Execute and deliver to the County, prior to the issuance of a NTP, a Performance and Payment Bond in the amount of 10% of the total agreed upon annual Work Order price. A separate bond for each cruise terminal and/or PortMiami Work Order, shall be prepared on the applicable County bond forms.

3. Maintain the Insurance requirements as specified in Article 10 of the Contract.

4. Provide all necessary permits, licenses and certificates for Contractor, Contractor's Security Project Manager and Security personnel, that will be assigned to the Contract, and comply with all applicable federal, state and municipal laws. The security personnel requirements are specified in Section 6.

5. Have a communication system that meets the requirements as specified in Section 7(A). 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, prior to the issuance of the 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.

6. Provide a Quality Assurance Plan (QAP), to assure that the requirements of the Services are met. The QAP shall be approved by the County Project Manager before the NTP is issued by the County. Changes to the QAP, shall be submitted to the County Project Manager or designee, for approval, as they are made. The QAP shall include, but not be limited to the following:

i. Inspection System
The inspection system shall identify the activities to be inspected on a scheduled and/or an unscheduled basis, how often and in what manner the inspections will be accomplished, and the name and rank of security personnel who will perform the inspections.

The ***minimum*** number of inspections by off-site supervisors or management-level personnel shall be once per shift. Hourly communication checks will be made during the operating hours. Failure to make contact with a security guard by telephone and radio shall require a supervisor to immediately conduct an on-site inspection to confirm that the Terminals or guard posts at the Port are manned. In the case of complaints or evidence of improper behavior, the inspection frequency shall be increased to half-hour communication checks, at the request of the County Project Manager or designee. These inspections are vital to the operation of the guard system. The visiting inspector shall observe the guard on duty, inspect the facilities and post records and shall sign the post log book to document inspections.

ii. Corrective Action Procedures
The Contractor's corrective action procedures shall cover standard operating procedures to be used by the Contractor to respond to, and correct deficiencies in services, which have been identified by either the Contractor or the County.

7. Provide sufficient training to security personnel in:

   i. Basic security guard duties, including but not limited to, report writing, safety and fire prevention, patrol methods, police authority and jurisdiction, identification, and other security matters prior to duty assignment.
   ii. The specific post orders and procedures for the security guard services. This training shall take place prior to NTP, and prior to the security guard commencing the services required herein.

8. Conduct an on-site and in-depth review, with the County Project Manager, of the total contract requirements covering the following:

   i. Policy and specific procedures for responding to an emergency,
   ii. Proposed security personnel eligibility documentation,
   iii. Proposed security personnel training procedures,
   iv. Post Orders,
   v. Communication system, and
   vi. Inspection system and corrective action procedures.

B. General Requirements
The Contractor shall:

1. Provide the Facility Security Officer with a Declaration of Security that addresses the security requirements, required by the USCG for each Vessel call at the Terminal for which Contractor shall provide security guard services.

2. Post orders at each Terminal, and at the designated posts at the Port. All security personnel 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 Project Manager prior to posting.

3. Meet with the appropriate Port security officers and/or appropriate employees of any of cruise lines operating at the Port, prior to arrival of any cruise Vessel that may call at the Terminal, and meet

with the relevant Vessel security officers upon arrival of the Vessel to ensure that the Terminals are secure.

4. Furnish adequate management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at the Port, as described herein.

5. Update and submit the existing Facility Security Plan (FSP) to, and seeking its approval by, the United States Coast Guard (USCG). The FSP shall include at a minimum:
   i. Security Administration: Managerial and supervisory staffing levels,
   ii. Authority and decision making capacity of key personnel,
   iii. Personnel Training,
   iv. Coverage of unscheduled post vacancies, short-term post, and shift changes,
   v. Drills and exercises
   vi. Records and documentation
   vii Procedures for interfacing with Vessels
   vii. Responses to Change in Maritime Security (MARSEC) Levels
   viii. Declaration of Security
   ix. Communications
   x. Security Systems and equipment quantity and maintenance
   xi. Security measures for access control, restricted areas, handling baggage, and monitoring
   xii. Security incident procedures
   xiii. Audits and security plan amendments

   Notes: The existing FSP is on file with the Port and has been approved by the USCG. The FSP will be made available at the time of NTP, and upon the Contractor signing a non-disclosure statement.

6. Ensure that the services furnished are in conformity with practices which are generally current in the security industry. Contractor's responsibility is limited to providing physical security services, and shall not warrant that the services furnished will prevent loss.

7. Conduct periodic security drills at the Port (once every quarter), in addition to an annual emergency drill exercise (frequency cannot exceed more than eighteen months).

8. Issue uniforms to each employee performing security guard services who shall always present a clean, neat, professional appearance. Uniforms shall be 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 (refer to Section 7, for Uniform Requirements). The cost of uniforms, as further described herein, shall be the responsibility of the Contractor.

9. Issue to each employee performing the security guard services herein, the Transportation Worker Identification Credential (TWIC). Said credentials shall be displayed while on duty at all times, and shall be maintained by security personnel. All employees assigned must also be issued a valid company badge, valid State of Florida "D" License, and valid Port identification. The company badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.

   Notes: a) TWIC is a vital security measure that will ensure individuals who pose a threat, do not gain unescorted access to secure areas of the nation's maritime transportation system. TWIC was established by Congress through the Maritime Transportation Security Act (MTSA) and is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. TWICs are tamper-resistant biometric credentials that will be issued to workers who require unescorted access to secure areas of ports, Vessels and outer continental shelf facilities, and all credentialed merchant mariners. b) The cost of the TWIC is $129.75, and the Port identification badge is of no charge to permitted vendors. The credentials are valid for five years. The cost to renew the TWIC is $60.00, and is valid for three years.

10. Coordinate with the County Project Manager to ensure security checkpoints and screening areas are functional and utilized in an efficient manner. The Contractor shall provide services at security checkpoints and screening areas including but not limited to the following:

    i. Terminal access control for passengers, crewmembers, vendors, contractors or other cruise lines' employees or guests;
    ii. A listing of all persons who visited the Terminal or Vessel during the Vessel's call, excluding crew and passengers;
    iii. Screening of passengers, crew, vendors, contractors, or other cruise line employees or guests accessing the Vessel via the gangway for prohibited items including, but not limited to, those items set forth in a list to be provided by the Port or its designee, using security equipment, as specified in Section 7;
    iv. Screening of all passenger baggage for prohibited items including, but not limited to, those items set forth in a list to be provided by the County Project Manager or designee, using the Security Equipment;
    v. Screening of Vessel provisions using K-9 services trained/certified in accordance with applicable laws and regulations, and the approved FSP; and
    vi. Such other reasonable additional security measures as may be requested based on particular security concerns, by the County, a cruise line's director of security and surveillance, or a Vessel's security officer.

5. Optional Services to be Provided at PortMiami

The County reserves the right to utilize the Pool to provide security guard and screening services for PortMiami, as needed, to complement existing PortMiami security personnel. The Scope of Services would be developed on a Work Order by Work Order basis.

6. Security Personnel Requirements, Qualifications, and Standards

A. Security Personnel Requirements

The Contractor shall provide security personnel of the type and quantity as determined by the FSP, the operational needs, and for the purposes specified herein.

The Contractor shall:

1. Designate a minimum of one appropriately licensed individual to act as Security Manager, directing the activities of the Class "D" employees, who will provide the Services herein.

2. Provide sufficient Security Supervisors with which to inspect the Terminals or guard posts at least once per shift, during the hours of operations.

3. Provide the following essential personnel:

    i. Facility Security Officers (FSO), who shall be the direct report of the Contractor's Terminal Security Officer (see ii below). Contractor shall assign at least one FSO for each day a Vessel calls at the Port. The FSO's responsibilities shall include a) on-site training and work direction, b) remaining in instant communication with the Contractor's control center, and c) observing the condition and performance of the security guards, the condition of the post, the post environment and level of activity.
    ii. Terminal Security Officers (TSO) who shall be responsible for supervision of shore-side security operations for the Terminals on days of operations. The Contractor shall assign a TSO for each Terminal for which the Contractor is providing security guard services.
    iii. Security Supervisors who shall be responsible for different (smaller) areas for the Terminals on days of operations and report to the TSO.
    iv. Screener/A-Pass Operator, who shall be responsible for terminal access controls, screening of persons and baggage as specified in Section 5. The Screener shall be responsible for the

calibration of the X-Ray machine, walk through metal detectors, and hand held detectors. A-Pass Operator shall swipe the traveler's "sail and sign" card to verify access to the Vessel. Depending on the Cruise Line, Screener/A-Pass shall have advanced training in the use of screening equipment and search procedures.

v. Maritime Security Officer (MSO) who shall be responsible for providing access control to the Terminals. Maritime Security Officers shall have the required training in the maritime field for basic maritime security functions, with advanced training in the use of screening equipment and search procedures.

B. Security Personnel Qualifications and Standards

To be eligible to perform security guard services requested herein, all levels of security personnel shall be a minimum of 21 years of age, and meet the following qualifications and standards regarding education, background, experience, health and citizenship, as established in this section, unless specifically and individually waived in writing by the County Project Manager or designee.

1. Licensing-Certification: The security personnel shall be licensed by the state of Florida with a "D" license, pursuant to Florida Statute 493. All officers shall maintain this requirement at all times while providing this Service to the County. Any person directing the activities of licensed Security Officers shall also meet the licensing requirements, per Florida Statute 493.6303, and possess a Class "MB" license and a Class "M" license, if applicable.

   Note: Any security personnel, whose license has been revoked, suspended or expired for one year or longer is considered, upon reapplication for a license, an initial applicant and must possess a Class "D" License, which contains the picture of the license holder before he/she can work at the Port.

2. Citizenship Status: The security personnel 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. The County reserves the right to perform checks to verify the above information.

3. English Language Literacy Requirements: The security personnel shall be fully literate (i.e., read and write) in the English language and be able to clearly speak English. Oral command of English must be sufficient to permit full communication, even in times of stress. No exceptions to this requirement will be allowed.

4. Educational Background and Experience: The security personnel working at the post shall possess, at a minimum, a high school diploma or certified equivalency diploma (GED) from a United States accredited and verifiable institution. All unverifiable diplomas shall be translated to determine if the diploma can be converted to a United States GED. All personnel to perform security guard services, shall be fully trained in the requirements of the service, and meet all contract requirements prior to reporting for duty. Personnel must have knowledge, through training or equivalent job experience, in the following:

   i. Current security threats and patterns;
   ii. Recognition and detection of dangerous substances and devices;
   iii. Recognition of characteristics and behavioral patterns of persons who are likely to threaten security;
   iv. Techniques used to circumvent security measures;
   v. Crowd management and control techniques;
   vi. Security related communications;
   vii. Knowledge of emergency procedures and contingency plans;
   viii. Operation, testing, calibration, and maintenance of security equipment and systems;

ix. Inspection, control, and monitoring techniques;
x. Relevant provisions of the Facility Security Plan (FSP);
xi. Methods of physical screening of persons, personal effects, baggage, cargo, and Vessel stores; and
xii. The meaning and the consequential requirements of the different Maritime Security (MARSEC) Levels.

5. Medical Test and Health Requirements: The security personnel shall successfully complete a medical examination, to be conducted at the Contractor's expense prior to duty assignment or as required for reasonable cause by the County. The results of the medical examination shall demonstrate that the employee shall:
   i. Be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;
   ii. Be free from any communicable disease;
   iii. Possess binocular vision, correctable to 20/20 (Snellen);
   iv. Be drug free;
   v. Not be colorblind; and
   vi. Be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without benefit of artificial hearing devices.

6. Criminal Background Checks: The security personnel shall pass an extensive background investigation, which includes a) two years employment history check and b) mandatory state and national criminal history background check and a fingerprint check with the federal Bureau of Investigation, to be completed prior to providing service to the County. All security officers shall pass the mandatory Florida Department of Law Enforcement (FDLE) and national background check, 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. Security personnel shall also pass an extensive mandatory background investigation in accordance with Florida Statute 311.12 which includes a fingerprint-based National Crime Information Center (NCIC)/Federal Citizen Information Center (FCIC) background check via FDLE. Both of the aforementioned background checks are done by the Transportation Worker Identification Credential, and the State of Florida, Division of Licensing, upon issuance of the Security "D" License.

   Notes:
   a) The NCIC and FCIC are conducted by the Division of Licensing and a list of disqualifiers is noted in the Florida Statue 493.6108 and an additional background check is conducted for ALL security personnel when they apply for their TWIC. The TWIC is required for ALL security officers to work in the Port.
   b) The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Relations Department at the established cost of the requested service. The Contractor shall assume all related cost.

7. Equipment and Uniform Requirements

A. Equipment Requirements

The Contractor shall:

a) Be solely responsible for delivery, installation, modifications, calibration, repairs and maintenance of the security equipment, required to perform the Services. Security equipment shall be fully operational at all times during embarkation of a Vessel. In the event of a breakdown or malfunction of any of the security equipment, Contractor shall: a) promptly use alternative screening methods complying with applicable law and regulations; and b) arrange for repair or replacement of such equipment before the next embarkation period. If any security equipment is replaced, the replacement security equipment shall be of equivalent or better capability than the Security

Equipment it replaced. Equipment specifications shall meet industry standards. The County will arrange for all necessary electrical sources.

b) Provide security equipment of the type and quantity specified herein or of an equal substitute:
   i. Passenger carried baggage X-Ray;
   ii. Passenger WTMD; and
   iii. Checked baggage X-Ray.

   Note: Equipment quantities shall be determined by the FSP and operational needs. On a Work Order by Work Order basis, the County will determine the quantity, and if the terminals are already equipped with applicable equipment, the equipment may be leased to the Contractor by the Cruise line.

a) Provide two-way handheld radios (walkie-talkie) to on-duty security personnel. Hand-held radios, licenses for use by the Federal Communications Commission, are required at all Terminals. In addition, one hand-held radio shall be issued by the Contractor, to the Port (at no additional charge), at the discretion of the County Project Manager (additional radios may be requested). The County will be the sole judge of the adequacy of radio communication.

B. Uniform Requirements (per Florida Statute 493)

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

During warm weather months, the County may, at its discretion, permit work without a tie or hat (outdoors only). Every security guard shall be neatly, cleanly, and uniformly garbed during duty hours. Failure to obey uniform regulations will result in penalty deductions to the Contractor by the County, and possible County request to remove the employee from duty at the Terminals. Standard Uniform for all levels of Security Officers and Security Officer's Supervisor shall include:

- Trousers, all-season weight;
- Shirt/blouse, short or long sleeve;
- Tie;
- Cap;
- Belt – solid black;
- Duty Belt;
- Socks – solid black;
- Shoes – solid black Uniform shoes, no high heels, no platform shoes and no sneakers or tennis shoes;
- Shoulder patches to indicate the name of the Contractor sewn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor shall be worn or displayed on the uniform except hats;
- Nametags to be worn centered and aligned at the top of the right shirt pocket; and
- Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, are required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with Contractor's identification, logo or name, or an insignia.

8. Work Practices, Standards, and Duties

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. Each security personnel shall adhere to standards of behavior that reflect credit on himself/herself, the Contractor, and the County.

B. Personal Appearance of Guards: A favorable image is a major asset to a protective force. Therefore, a security guard's attitude, courtesy and job knowledge, which are influential in creating this favorable image as is the appearance of the security guard's uniform, shall be monitored by the Contractor, as necessary, to promote a favorable image.

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

i. 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.

ii. Relief: The duties of the security guard post require that the security personnel not leave his/her post until properly relieved.

iii. Starting and Stopping Work: All security personnel 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 tour of duty or until relieved.

D. Deviation from Prescribed Schedule: The Contractor shall authorize its security personnel to deviate from prescribed schedules only when unusual or emergency conditions exist. Such deviations and the reasons are to be recorded in the daily log.

E. Recording Presence: The Contractor's security personnel 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. Security personnel's 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.

F. Post Orders: Post Orders define the basic work to be performed by Security/Screening Officers at the Port, in accordance with FSP and 311.12. Post orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Security/Screening Officers shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Once established, the Contractor shall assure that yearly updated copies are available to Security/Screening Officers. The Contractor shall check each post quarterly for updated Post Orders. Failure to have current Post Orders on site may result in the penalties for vendor non-performance (refer to Section 10, Penalties and deductions). No deviations from the post orders shall be made except for emergencies. All orders (initial or revised) shall be approved by the County Project Manager in writing. Such changes shall not require modification to the contract, but may require amendment to the FSP.

G. Reports, Records and Desk Book: An "Officer's Desk Book" shall be maintained at the guard post and shall contain complete duty instructions for manning the guard 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. The Contractor shall provide these reports to the County upon request by the County Project Manager.

H. Emergency Assistance: In the event of an emergency or unusual occurrence affecting the interest of the County and/or community, the Contractor's employee shall summon appropriate assistance as may be required, such as the local fire and/or police departments, and immediately notify appropriate County officials. The "Emergency Call Numbers List," filed in the Officer's Desk Book, lists key persons to be contacted.

I. Lost and Found: The Contractor's security personnel shall receive and safely store lost and found articles pending return to owner, or for other appropriate disposal as determined by the County.

J. Hazardous Conditions: The Contractor's security personnel shall report daily to County Project Manager, in accordance with procedures in the Officer's Desk Book, potentially hazardous conditions and items in need of repair.

K. Document Submittal: The Contractor shall keep in their files, and be available for inspection, the following documents for each security personnel assigned to Terminal, prior to his/her start of work under any agreement as a result of this Solicitation.

i. Urinalysis Reports (by outside agency within past 60 days)
ii. Training Certification
iii. Proof of Minimum Education Requirements
iv. Licenses
v. Proof of citizenship or work permit or INS I-9 certification

L. Removal from Duty: If the County's Project Manager or his designee receives disqualifying information on a Contractor's security personnel, the Project Manager will request that the Contractor immediately remove said employee from providing services herein, and to the County. The Contractor must comply with all such requests.

i. Suitability: The Contractor's security personnel 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) possession of a record of arrest for continuing offenses, or c) falsification of information submitted for suitability check.

ii. Unfitness for Duty: The Contractor shall immediately remove any security personnel from providing services herein, and to the County, should it be determined by the County Project Manager or designee that such individual(s) assigned to duty have been disqualified for either suitability or security reasons, or who are found to be unfit for performing guard duties during their shifts. 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 work site.
- 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 proper identification or registration on persons.
- Use of County telephones for purposes other than to report to supervisors or to report emergencies.

M. Removal or Approval for Contract: The County may reject any proposed Security Officer/Supervisor/Contractor Field Supervisor as deemed in the County's best interest. The County reserves the right to have the Contractor relieve any employee of the Contractor from a duty assignment, and/or bar the employee from further service under the Contract at the discretion of the County Project Manager or designee.

N. Replacement Employees: The Contractor shall provide the training outlined herein to each replacement employee prior to his/her start of work at the Terminals. Emergency relief security personnel shall be previously trained and approved.

O. 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 individual untrained or unqualified guard to a period not-to-exceed a cumulative total of 68 hours.

9. Compliance

The Contractor shall be compliant with the following:

a) Relevant requirements of the FSP;
b) Requirements of the MTSA of 2002, as amended, and its related regulations;
c) Section 311, Florida Statutes, as amended, and any related regulations (collectively, the "FTSA");

10. Fines and Deductions

The following fines for nonperformance or unsatisfactory performance may be imposed by the County against the Contractor:

A. Major Infractions: Any major infractions, as determined by the County's Project Manager or his designee, may result in a non-negotiable fine of up to $100.00 per incident. Major infractions are defined as:

- Failure to have current post orders on site.
- Failure to provide security guard coverage.
- Failure to provide specified inspections.
- Security guard employee sleeping on duty.
- Security guard employee working under the influence of drugs or alcohol.
- Security guard employee 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 a security guard employee.
- Refusing to render assistance or cooperate with the purposes of the security program.
- Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.
- A security guard working over 16 consecutive hours at guard post.

B. Minor Infractions: Any minor infraction, as determined by the County's Project Manager or his designee, may result in a $50.00 fine per incident. Minor infractions are defined as:

- Security guard employee with improper uniform or unsatisfactory appearance.
- Failure to make prescribed communication checks.

- Failure to post company-supplied nameplate.
- Failure to properly equip security officer.
- Security guard employee conducting personal affairs while on duty.

The deduction schedule will be applied separately to each documented violation. All compliance deductions will be applied by the County to the monthly invoice.

11. Compensation

The Contractor shall provide compensation equal to or exceeding the Living Wage benefits, as specified in Appendix D, Supplemental General Conditions, Living Wage Ordinance (ord. No. 99-44).

A. Hourly Wage

Security guards shall be paid a minimum of $12.23 per hour for a forty-hour workweek excluding other fringe benefits. Security guards and supervisors shall receive at least an additional $1.78 per hour of compensation, or such amount that it may be increased to as per the Living Wage Ordinance, either as hourly wages or medical benefits, the details of which are specified in Appendix C. The Contractor shall provide to the County a schedule of wages, incentives and benefits for each employee providing the security guard services requested herein. Note: Living Wage rates above are effective October 1, 2013 through September 30, 2014.

B. Overtime

The County will **not** pay an overtime rate. The Contractor shall:

a) Pay the employee for additional hours, on an overtime basis, equal to one and one-half times the hourly rate for all hours in excess of 40 hours per week. This includes instances when overtime is caused by special request of the County or by Force Majeure. Each occurrence for overtime will require an individual waiver provided by the County Project Manager or designee.
b) Pay overtime rate for all man hours over 10 hours of service in any 24 hour period.
c) Pay employees the overtime rate for the eight holidays (New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day), if service is provided.

To ensure personnel safety and to prevent fatigue or other unsafe conditions, personnel shall not work in excess of 68 hours per week, unless specifically approved by the Contractor's Project Manager and the County Project Manager or designee.

Note: Ship calls are approximately 12-13 hours. If a ship is delayed, PortMiami is notified in advance, allowing for change in shift or security personnel, therefore, no overtime should be incurred.

C. Fringe Benefits

The Contractor shall use full-time employees, who shall be entitled to all fringe benefits normally received in established security service companies.

12. Progress Meetings

The County may hold periodic 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 services provided by the Contractor. The County Project Manager or designee reserves the right to call meetings at any time by notifying Contractor. The Contractor's Project Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Project Manager or designee unless specifically waived by the County Project Manager or designee. In emergency cases, advanced notice is not required.

Appendix B
Price Schedule

Prices shown below is the maximum hourly rates for providing the services as stated in Appendix A, Scope of Services, Appendix A, for the term of the contract, including any option or extension periods, in accordance with the following:

Personnel/K-9	Maximum Hourly Rates
Terminal Security Officer	$28.25
Maritime Security Officer	$22.25
Facility Security Officer	$29.00
Screener/A-Pass/Operator	$25.65
Security Officer Supervisor	$27.00
K-9 @ 2 units per shift	$69.00
Personnel	**Maximum Annual Rate**
Project Manager	$75,000

Notes:

1. The above rates are the maximum amounts the Contractor may propose in any Work Order Proposal Requests, except as increased by Living Wage pursuant to Article 8 in the Contract. Yearly percentage increase in the living wages may be applied to the classifications that are billed to the County at hourly rates. Living Wage increases may be negotiated.
2. The above rates include all costs such as, full compensation for labor, equipment, equipment use, 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.
3. Notwithstanding the rates above, Work Orders may be awarded on a per passenger basis or any other pricing structure pursuant to the applicable Work Order for each individual cruise line.
4. The County **will not** pay an overtime rate. It is the Contractor's responsibility to factor this rate and incorporate in Work Order Price Schedules.
5. Notwithstanding the maximum 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 assessed as liquidated damages.
6. The County reserves the right to negotiate the final terms, conditions, and pricing of any Work Order, as may be in the best interest of the County.

APPENDIX C
HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement by and between the Miami-Dade County, Florida ("County"), and _____, Business Associate ("Associate").

RECITALS

A. As part of the Agreement, it is necessary for the County to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").

B. County and Associate intend to protect the privacy and provide for the security of PHI, including but not limited to, ePHI, disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to the Agreement, the parties agree as follows:

1. Definitions. Terms used, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Sections 160.103, 164.304 and 164.501.

a. "Business Associate" shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

b. "Covered Entity" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

d. "Electronic Protected Health Information" or "ePHI" means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

e. "Electronic Media" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 160.103.

f. "Security incident" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 164.304.

2. Obligations of Associate.

a. Permitted Uses and Disclosures. Associate may use and/or disclose PHI received by Associate pursuant to the Agreement ("County's PHI") solely in accordance with the specifications set forth in the Scope of Services, Appendix A. In the event of any conflict between this Addendum and Appendix A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]

b. Nondisclosure. Associate shall not use or further disclose County's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii)(A)]

c. Safeguards. Associate shall use appropriate safeguards to prevent use or disclosure of County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the County. [45 CFR § 164.314(a)(2)(i)(A)] County has at its sole discretion, the option to audit and inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).

d. Reporting of Disclosures. Associate shall report to the County's Project Manager, any use or disclosure of the County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)] Associate shall report to the County through the County's Project Manager, any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]

e. Associate's Agents. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) the County, agrees in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the County, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)] In no case may Associate's Agents reside and operate outside of the United States.

f. Documentation of Disclosures. Associate agrees to document disclosures of the County's PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide the County or an individual, in a time and manner designated by the County, information collected in accordance with the Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528]

g. Availability of Information to County. Associate shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for, disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)]

h. Amendment of PHI. Associate shall make the County's PHI available to the County as may be required to fulfill the County's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by the County, incorporate any amendments to the County's PHI into copies of such PHI maintained by Associate, and in the time and manner designated by the County. [45 CFR § 164.504(e)(2)(ii)(F)]

i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the County or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(ii)(H) and 45 CFR Part 64, Subpart C.]

j. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the County's PHI by Associate in violation of the requirements of this Addendum.

k. Associate's Insurance. Associate agrees to maintain the insurance coverage provided in the Agreement.

l. Notification of Breach. Associate shall notify the County within twenty-four (24) hours, and shall provide written notice no later than forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

m. Expenses. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.

n. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Associate and the County and are intended only for their benefit. Neither Associate nor the County intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party nor shall any other third party have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

3. Audits, Inspection and Enforcement. From time to time, after reasonable notice, upon any breach of this Addendum by Associate, the County may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of this Addendum and shall certify the same to the County in writing. The fact that the County inspects, or fails to utilize its right to inspect, Associate's facilities, systems, books, records, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does the County's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate to remedy such breach, constitute acceptance of such practice or a waiver of the County's enforcement rights under this Addendum.

4. Termination.

a. Material Breach. A breach by Associate of any provision of this Addendum, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by the County. [45 CFR § 164.504(e)(3) and 45 CFR § 164.314(a)(2)(i)(D)]

b. Termination for Cause - Reasonable Steps to Cure Breach. If the County recognizes a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Agreement pursuant to Section 4a, above, the County may provide an opportunity for Associate to end the violation or cure the breach within five (5) days, or other cure period as may be specified in the Agreement. If Associate does not cure the breach or end the violation within the time period provided, the County may immediately terminate the Agreement.

c. Judicial or Administrative Proceedings. The County may terminate the Agreement, effective immediately, if (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations (or other security or privacy law) is made in any administrative or civil proceeding.

d. Effect of Termination. Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the County all PHI, including but not limited to ePHI, received from the County (or created or received by Associate on behalf of the County) that Associate still maintains in any form. This provision shall also apply to County PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if return or destruction is not feasible, Associate shall provide to the County notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information,

and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(I)]

5. **Indemnification.** Associate shall indemnify and hold harmless the County and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, trustees, 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 Addendum by Associate or its employees, agents, servants, partners, principals, or subcontractors. Associate 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 any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of the Agreement.

6. **Limitation of Liability.** Nothing in this Addendum shall be construed to affect or limit the County's sovereign immunity as set forth in Florida Statutes, Section 768.28.

7. **Amendment.**

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to the security and privacy of PHI, including electronic data, are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the County's request, Associate agrees to promptly enter into an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The County, in addition to any other remedies including specific performance, may terminate the Agreement upon five [5] days' written notice in the event Associate does not enter into said amendment to the Agreement providing assurances regarding the safeguarding of PHI that the County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of the HIPAA laws.

8. **Assistance in Litigation or Administrative Proceedings.** Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to the County at the County's convenience upon reasonable notice, at no cost to the County, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

9. **Effect on Agreement.** Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect. In the event of any conflict between this Addendum and Agreement, this Addendum shall control.

10. **Interpretation.** This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and applicable Florida laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

11. **Jurisdiction**. Any litigation between the parties regarding the terms of this Addendum shall take place in Miami-Dade County, Florida.

SUPPLEMENTAL GENERAL CONDITION

Proposers are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) will apply to any contract(s) awarded pursuant to this solicitation. By submitting a proposal pursuant to these specifications, a bidder is hereby agreeing 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 this solicitation.

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 any service 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 service contractor's contract with the County.

I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services. Service 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 service 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 service 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 service 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 Service 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 service 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 $14.01 per hour or $12.23 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 $1.78 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 the Department of Business Development, 175 Northwest First Avenue, 28th Floor, Miami, FL 33128, (305) 349-5960.

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 service 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 Department of Business Development (DBD) for depository into the DBD 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 a service 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 service 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 service 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 service 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 service 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 service 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 service 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 service 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 service 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.

Appendix E

MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

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

STATE OF FLORIDA)
SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____

_____ As Principal, and _____

_____

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

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

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

_____

_____

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

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

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

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

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

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

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

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20_____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

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

_____

_____ _____
Two Witnesses Signature of Individual

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

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

_____ _____
Signature of Individual

_____ _____
Two Witnesses Printed Name of Individual

WHEN THE PRINCIPAL IS A PARTNERSHIP:

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

_____ _____
Printed Name of One Partner

_____ _____
Two Witnesses Signature of One Partner

WHEN PRINCIPAL IS A CORPORATION:

_____

_____ _____
Secretary Correct Name of Corporation

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

Attest:

_____ _____
Corporate Surety

Countersigned: _____
Business Address

_____ By: _____
Florida Resident Agent Corporate Seal

CORPORATE PRINCIPAL CERTIFICATION

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

Corporate Seal

STATE OF FLORIDA)
SS
COUNTY OF DADE)

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

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

_____

Notary Public, State of _____ at Large

My commission expires _____

PortMiami Security Guard Services Pool

Contract No. RFQ883f

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between 50 State Security Service, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 915 NE 125th Street, Suite 200, 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 and screening services for cruise lines at PortMiami, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Qualifications (RFQ) No. 883 and all associated addenda and attachments, incorporated herein by reference; any Work Orders issued as a result of this Agreement; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated September 17, 2013, 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 County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFQ No. 883 and all associated addenda, and the Contractor's Proposal.

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, Internal Services Department, 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" to mean 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 Mayor 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.

n) The words "Work Order" to mean an assignment of work issued by the County to a Pool member to perform work specified therein.

o) The words "Work Order Proposals" to mean a documentation presented by Pool members in response to a Work Order Proposal Request (WOPR).

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) appendices to the terms and conditions (Scope of Services and Price Schedule), 3) any Work Order issued as a result of this Agreement, 4) the Miami-Dade County's RFQ No. 883 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

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

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

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

ARTICLE 4. NATURE OF THE AGREEMENT

a) 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, identified in any Work Order issued to the Contractor, 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 indicated on the first page of this Agreement and shall continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a two-year option-to-renew period. 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.

Work Order Term
Work Orders shall expire as stated on each individual Work Order issued under this Contract, and may extend past the expiration of this Contract. The provisions of any specific Work Order which commences prior to the termination date of this Contract, and which will extend beyond said termination dates shall survive the expiration or termination hereof.

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
PortMiami
1015 North American Way, 2nd Floor
Miami Florida 33132
Attention: Director
Phone: (305) 329-4031
Fax: (305) 375-3070

and,

b) to the Contract Manager:

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

Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

50 State Security Service, Inc.
915 NE 125th Street, Suite 200
North Miami, Florida 33161
Attention: John M. Williams, President
Phone: (305) 899-2508
Fax: (305) 779-8530
E-mail: 50state@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 and any subsequent Work Order. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in the applicable Work Order. 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, or a change to the applicable Work Order by the County.

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

ARTICLE 8. PRICING

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

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement and any subsequent Work Order, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County at the end of each month, for the previous month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, 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 (45) 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 Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County
PortMiami
1015 North American Way, 2nd Floor
Miami, Florida 33132
Attention: Danny Ball

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 Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

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

2. Commercial General 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 Services, in an amount not less than $1,000,000 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 "A-" as to management, and no less than "Class VII" as to financial strength 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 Financial Services 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.

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. If the insurance certificate is received within the specified timeframe 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 ensuring 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 agrees to execute and deliver to the County a Performance and Payment Bond, prepared on the applicable bond form(s) (see Appendix E). The Performance and Payment Bond Form, provided by the County, shall be the only acceptable form for these bonds. The Bond(s), in the amount of 10% of the Contract annual Work Order amount, shall be delivered to the County within 15 calendar days after formal notice from the County. If the Contractor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the contractor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that Contractor for a twelve-month period following such default. The following specifications shall apply to any bond provided:

Surety Bond Qualifications:

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 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 comply with 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 Mayor 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 Mayor'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 Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor 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 Mayor 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 Mayor 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 Mayor 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 Mayor, 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 appendices 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 Section 2-481 of the Miami-Dade County Code, 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 in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County 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 and any subsequent Work Order, 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.

d) In addition to cancellation or termination as otherwise provided in this Agreement, or any subsequent Work Order, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

e) In the event that the County exercises its right to terminate this Agreement, or any subsequent Work Order, 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 non-cancelable 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

f) In the event that the County exercises its right to terminate this Agreement, or any subsequent Work Order, 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 or applicable Work Order up to the Effective Termination Date; and

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

g) 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 or any subsequent Work

Order 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 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 the terms of this Agreement or any subsequent Work Order. 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 timeframe, the County may:

i. treat such failure as a repudiation of this Agreement or any subsequent Work Order; and

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 or any subsequent Work Order 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 and/or any subsequent Work Order 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 re-procurement 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. FAILURE TO PERFORM (Liquidated Damages)

The Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The County, at its sole discretion, will determine the damages arising from such failure. The County Project Manager's or designee's assessment of all liquidated damages will be final. The County will accomplish this by deducting the amount of the liquidated damages from subsequent payments due for service rendered by the Contractor. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of liquidated damages. Subsequent violations will result in the Contractor non-performance. Any of these violations may result in Contractor's personnel being removed from the post and/or any Contract as a result of this Solicitation, at the request of the County Project Manager or designee.

- The 1st infraction may result in liquidated damages of $100.00.
- The 2nd infraction may result in liquidated damages of $200.00.
- The 3rd and subsequent infractions may result in liquidated damages of $300.00;

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

Notes:

a) Unless it is determined by the County Project Manager that it is a special violation, in which case, the 1st infraction will result in liquidated damages of $500.00, the 2nd infraction $1000.00, and the 3rd infraction $1500.00.

b) Refer to Appendix A, Section 2.10, Penalties and Deductions, for a list of major and

minor incidences, and the applicable fines.

A written notice of a violation and intent to impose liquidated damages shall be provided to the Contractor in the form of an Infraction Report. Infraction Reports shall be issued to the Contractor promptly by the County 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 shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) 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 copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) 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.

d) 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).

e) 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.

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 with 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/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, 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 Ethics 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 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 3-38; (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 and/or any subsequent Work Order, 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 without regard to 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 a 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 award 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 Section 2-8.10 of the Miami-Dade County Code, 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 three (3) business 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 Miami-Dade County Ordinance 99-44 apply to this Contract. The Contractor hereby agrees to comply with the provisions of Ordinance 99-44 as presented in the Supplemental General Condition (Attachment 1), and acknowledges awareness of the penalties for non-compliance.

ARTICLE 43. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/.

ARTICLE 44. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

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

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

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

ARTICLE 45. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be

required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 46. 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: John M. Williams	By: _____
Name: JOHN M. WILLIAMS	Name: Carlos A. Gimenez
Title: PRESIDENT	Title: Mayor
Date: JANUARY 20, 2014	Date: _____
Attest: Victoria Tipacti	Attest: _____
Corporate Secretary/Notary Public	Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
Notary Public State of Florida Victoria Tipacti-Sachs My Commission EE060592 Expires 04/15/2015	_____ Assistant County Attorney

Appendix A
Scope of Services

1. Background

PortMiami is among America's busiest ports and is recognized throughout the world with the dual distinction of the Cruise Capital of the World and the Cargo Gateway of the Americas. PortMiami is home to the world's most distinguished cruise lines; nearly 4 million cruise passengers traveled through the Port in FY 2012, as well as 8.1 million tons and 807,000 TEUs (twenty-foot equivalent units) of cargo. The commercial trade contributes approximately $27 billion annually to the South Florida economy and helps provide direct and indirect employment of 207,000 jobs. PortMiami's primary goal is to promote growth in both the cruise and cargo industries in the County. PortMiami is recognized world-wide as an innovative leader in safety and security, and was recently recognized by the Florida Department of Law Enforcement, as one of Florida's most-secure ports. For more about the Port, visit the Port's website at http://www.miamidade.gov/portofmiami.

The County has established the PortMiami Security Guard and Screening Services Pool (the Pool) of qualified security firms to provide an acceptable level of security guard service to various cruise terminals, through unarmed, uniformed security personnel, at a competitive price. PortMiami, via awarded security guard firms through the Pool, will provide security guard services which include, but are not limited to a) terminal access control, b) screening of passengers and their bags, c) screening of vessel provisioning using canine services, and d) optional security guard services for PortMiami. The County may at any time, perform unannounced inspections to the terminals and any office space/areas, at PortMiami, utilized by the Contractor, for the purpose of providing service to the County. Pool members will propose on requests for security service through Work Order Proposal Requests (WOPR), issued by the Internal Services Department (ISD), Procurement Management, on behalf of PortMiami.

2. Work Order Process

A. Structure of Pool

This may be updated periodically to reflect new County requirements, and will be supplemented, upon project award, by individual Work Orders specifying project scopes, price and plan of action, for providing the services to the cruise lines requesting the security guard services. Selection into the Pool does not guarantee work and does not provide for exclusive rights to provide these services to the County.

At the County's discretion, Pool members may be dropped from the Pool for poor performance, being in arrears in obligations to the County, and any other reason specified by County policies and procedures.

B. Assignment of Terminals

Membership in the Pool is a prerequisite for having an opportunity to submit proposals and obtain work through this Pool. When a request for security guard services arises, the County will provide Pool members with information regarding the selection process and response requirements, to include written proposals and potentially oral presentations. Recommendations for competitive awards will be made generally based on quality and/or price. The County reserves the right to establish an alternate, streamlined method for assigning Terminals.

Security guard and screening services requests will include potentially any Cruise Line at the Port. Services through the Pool will be offered to all cruise lines at the Port, and may be utilized by PortMiami as needed. Cruise lines requesting the services from the County, will use the Pool, except for cause as approved by the County.

C. Award

The County reserves the right to enter into negotiations, for individual Work Orders, with the recommended Contractor(s). If the County and the recommended Contractor cannot negotiate a successful agreement, the County may terminate said negotiations and begin negotiations with the next

highest ranked Contractor. No Pool member shall have any rights against the County, arising from such negotiations.

D. Award of Additional Services
The County reserves the right to award additional services for, and updates to, a previously awarded Work Order to the same Pool member that was awarded the original Work Order.

3 Minimum Qualification Requirement

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

4. Requirements and Services to be Provided

A. Requirements Prior to Notice-To-Proceed
PortMiami will issue a Notice-To-Proceed (NTP) on a Work Order by Work Order basis, with the general requirements listed herein, after the Contractor has met the following requirements. The Contractor shall commence work upon issuance of a NTP by the County.

The Contractor shall:

1. Have a local management office, located within Miami-Dade County, to afford the County easy access to inspect records and logs. The County reserves the right to inspect the office at any time. This location will provide centralized dispatching service manned by experienced security personnel. A mobile transmitter/receiver, operated by field personnel, will not be considered sufficient to adequately provide such service. Contractor's key personnel, who have the authority to take immediate action on behalf of the Contractor, shall be available at the local office. The dispatcher on duty shall be available for contact by "local" telephone call and 2-way radio from the Port at all times.

Note: The County will not provide office space for the Contractor(s) at PortMiami.

2. Execute and deliver to the County, prior to the issuance of a NTP, a Performance and Payment Bond in the amount of 10% of the total agreed upon annual Work Order price. A separate bond for each cruise terminal and/or PortMiami Work Order, shall be prepared on the applicable County bond forms.

3. Maintain the Insurance requirements as specified in Article 10 of the Contract.

4. Provide all necessary permits, licenses and certificates for Contractor, Contractor's Security Project Manager and Security personnel, that will be assigned to the Contract, and comply with all applicable federal, state and municipal laws. The security personnel requirements are specified in Section 6.

5. Have a communication system that meets the requirements as specified in Section 7(A). 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, prior to the issuance of the 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.

6. Provide a Quality Assurance Plan (QAP), to assure that the requirements of the Services are met. The QAP shall be approved by the County Project Manager before the NTP is issued by the County. Changes to the QAP, shall be submitted to the County Project Manager or designee, for approval, as they are made. The QAP shall include, but not be limited to the following:

i. Inspection System
The inspection system shall identify the activities to be inspected on a scheduled and/or an unscheduled basis, how often and in what manner the inspections will be accomplished, and the name and rank of security personnel who will perform the inspections.

The ***minimum*** number of inspections by off-site supervisors or management-level personnel shall be once per shift. Hourly communication checks will be made during the operating hours. Failure to make contact with a security guard by telephone and radio shall require a supervisor to immediately conduct an on-site inspection to confirm that the Terminals or guard posts at the Port are manned. In the case of complaints or evidence of improper behavior, the inspection frequency shall be increased to half-hour communication checks, at the request of the County Project Manager or designee. These inspections are vital to the operation of the guard system. The visiting inspector shall observe the guard on duty, inspect the facilities and post records and shall sign the post log book to document inspections.

ii. Corrective Action Procedures
The Contractor's corrective action procedures shall cover standard operating procedures to be used by the Contractor to respond to, and correct deficiencies in services, which have been identified by either the Contractor or the County.

7. Provide sufficient training to security personnel in:

   i. Basic security guard duties, including but not limited to, report writing, safety and fire prevention, patrol methods, police authority and jurisdiction, identification, and other security matters prior to duty assignment.
   ii. The specific post orders and procedures for the security guard services. This training shall take place prior to NTP, and prior to the security guard commencing the services required herein.

8. Conduct an on-site and in-depth review, with the County Project Manager, of the total contract requirements covering the following:

   i. Policy and specific procedures for responding to an emergency,
   ii. Proposed security personnel eligibility documentation,
   iii. Proposed security personnel training procedures,
   iv. Post Orders,
   v. Communication system, and
   vi. Inspection system and corrective action procedures.

B. General Requirements
The Contractor shall:

1. Provide the Facility Security Officer with a Declaration of Security that addresses the security requirements, required by the USCG for each Vessel call at the Terminal for which Contractor shall provide security guard services.

2. Post orders at each Terminal, and at the designated posts at the Port. All security personnel 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 Project Manager prior to posting.

3. Meet with the appropriate Port security officers and/or appropriate employees of any of cruise lines operating at the Port, prior to arrival of any cruise Vessel that may call at the Terminal, and meet

with the relevant Vessel security officers upon arrival of the Vessel to ensure that the Terminals are secure.

4. Furnish adequate management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at the Port, as described herein.

5. Update and submit the existing Facility Security Plan (FSP) to, and seeking its approval by, the United States Coast Guard (USCG). The FSP shall include at a minimum:
   i. Security Administration: Managerial and supervisory staffing levels,
   ii. Authority and decision making capacity of key personnel,
   iii. Personnel Training,
   iv. Coverage of unscheduled post vacancies, short-term post, and shift changes,
   v. Drills and exercises
   vi. Records and documentation
   vii Procedures for interfacing with Vessels
   vii. Responses to Change in Maritime Security (MARSEC) Levels
   viii. Declaration of Security
   ix. Communications
   x. Security Systems and equipment quantity and maintenance
   xi. Security measures for access control, restricted areas, handling baggage, and monitoring
   xii. Security incident procedures
   xiii. Audits and security plan amendments

   Notes: The existing FSP is on file with the Port and has been approved by the USCG. The FSP will be made available at the time of NTP, and upon the Contractor signing a non-disclosure statement.

6. Ensure that the services furnished are in conformity with practices which are generally current in the security industry. Contractor's responsibility is limited to providing physical security services, and shall not warrant that the services furnished will prevent loss.

7. Conduct periodic security drills at the Port (once every quarter), in addition to an annual emergency drill exercise (frequency cannot exceed more than eighteen months).

8. Issue uniforms to each employee performing security guard services who shall always present a clean, neat, professional appearance. Uniforms shall be 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 (refer to Section 7, for Uniform Requirements). The cost of uniforms, as further described herein, shall be the responsibility of the Contractor.

9. Issue to each employee performing the security guard services herein, the Transportation Worker Identification Credential (TWIC). Said credentials shall be displayed while on duty at all times, and shall be maintained by security personnel. All employees assigned must also be issued a valid company badge, valid State of Florida "D" License, and valid Port identification. The company badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.

   Notes: a) TWIC is a vital security measure that will ensure individuals who pose a threat, do not gain unescorted access to secure areas of the nation's maritime transportation system. TWIC was established by Congress through the Maritime Transportation Security Act (MTSA) and is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. TWICs are tamper-resistant biometric credentials that will be issued to workers who require unescorted access to secure areas of ports, Vessels and outer continental shelf facilities, and all credentialed merchant mariners. b) The cost of the TWIC is $129.75, and the Port identification badge is of no charge to permitted vendors. The credentials are valid for five years. The cost to renew the TWIC is $60.00, and is valid for three years.

10. Coordinate with the County Project Manager to ensure security checkpoints and screening areas are functional and utilized in an efficient manner. The Contractor shall provide services at security checkpoints and screening areas including but not limited to the following:

    i. Terminal access control for passengers, crewmembers, vendors, contractors or other cruise lines' employees or guests;
    ii. A listing of all persons who visited the Terminal or Vessel during the Vessel's call, excluding crew and passengers;
    iii. Screening of passengers, crew, vendors, contractors, or other cruise line employees or guests accessing the Vessel via the gangway for prohibited items including, but not limited to, those items set forth in a list to be provided by the Port or its designee, using security equipment, as specified in Section 7;
    iv. Screening of all passenger baggage for prohibited items including, but not limited to, those items set forth in a list to be provided by the County Project Manager or designee, using the Security Equipment;
    v. Screening of Vessel provisions using K-9 services trained/certified in accordance with applicable laws and regulations, and the approved FSP; and
    vi. Such other reasonable additional security measures as may be requested based on particular security concerns, by the County, a cruise line's director of security and surveillance, or a Vessel's security officer.

5. Optional Services to be Provided at PortMiami

The County reserves the right to utilize the Pool to provide security guard and screening services for PortMiami, as needed, to complement existing PortMiami security personnel. The Scope of Services would be developed on a Work Order by Work Order basis.

6. Security Personnel Requirements, Qualifications, and Standards

A. Security Personnel Requirements

The Contractor shall provide security personnel of the type and quantity as determined by the FSP, the operational needs, and for the purposes specified herein.

The Contractor shall:

1. Designate a minimum of one appropriately licensed individual to act as Security Manager, directing the activities of the Class "D" employees, who will provide the Services herein.

2. Provide sufficient Security Supervisors with which to inspect the Terminals or guard posts at least once per shift, during the hours of operations.

3. Provide the following essential personnel:

    i. Facility Security Officers (FSO), who shall be the direct report of the Contractor's Terminal Security Officer (see ii below). Contractor shall assign at least one FSO for each day a Vessel calls at the Port. The FSO's responsibilities shall include a) on-site training and work direction, b) remaining in instant communication with the Contractor's control center, and c) observing the condition and performance of the security guards, the condition of the post, the post environment and level of activity.
    ii. Terminal Security Officers (TSO) who shall be responsible for supervision of shore-side security operations for the Terminals on days of operations. The Contractor shall assign a TSO for each Terminal for which the Contractor is providing security guard services.
    iii. Security Supervisors who shall be responsible for different (smaller) areas for the Terminals on days of operations and report to the TSO.
    iv. Screener/A-Pass Operator, who shall be responsible for terminal access controls, screening of persons and baggage as specified in Section 5. The Screener shall be responsible for the

calibration of the X-Ray machine, walk through metal detectors, and hand held detectors. A-Pass Operator shall swipe the traveler's "sail and sign" card to verify access to the Vessel. Depending on the Cruise Line, Screener/A-Pass shall have advanced training in the use of screening equipment and search procedures.

v. Maritime Security Officer (MSO) who shall be responsible for providing access control to the Terminals. Maritime Security Officers shall have the required training in the maritime field for basic maritime security functions, with advanced training in the use of screening equipment and search procedures.

B. Security Personnel Qualifications and Standards

To be eligible to perform security guard services requested herein, all levels of security personnel shall be a minimum of 21 years of age, and meet the following qualifications and standards regarding education, background, experience, health and citizenship, as established in this section, unless specifically and individually waived in writing by the County Project Manager or designee.

1. Licensing-Certification: The security personnel shall be licensed by the state of Florida with a "D" license, pursuant to Florida Statute 493. All officers shall maintain this requirement at all times while providing this Service to the County. Any person directing the activities of licensed Security Officers shall also meet the licensing requirements, per Florida Statute 493.6303, and possess a Class "MB" license and a Class "M" license, if applicable.

   Note: Any security personnel, whose license has been revoked, suspended or expired for one year or longer is considered, upon reapplication for a license, an initial applicant and must possess a Class "D" License, which contains the picture of the license holder before he/she can work at the Port.

2. Citizenship Status: The security personnel 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. The County reserves the right to perform checks to verify the above information.

3. English Language Literacy Requirements: The security personnel shall be fully literate (i.e., read and write) in the English language and be able to clearly speak English. Oral command of English must be sufficient to permit full communication, even in times of stress. No exceptions to this requirement will be allowed.

4. Educational Background and Experience: The security personnel working at the post shall possess, at a minimum, a high school diploma or certified equivalency diploma (GED) from a United States accredited and verifiable institution. All unverifiable diplomas shall be translated to determine if the diploma can be converted to a United States GED. All personnel to perform security guard services, shall be fully trained in the requirements of the service, and meet all contract requirements prior to reporting for duty. Personnel must have knowledge, through training or equivalent job experience, in the following:

   i. Current security threats and patterns;
   ii. Recognition and detection of dangerous substances and devices;
   iii. Recognition of characteristics and behavioral patterns of persons who are likely to threaten security;
   iv. Techniques used to circumvent security measures;
   v. Crowd management and control techniques;
   vi. Security related communications;
   vii. Knowledge of emergency procedures and contingency plans;
   viii. Operation, testing, calibration, and maintenance of security equipment and systems;

ix. Inspection, control, and monitoring techniques;
x. Relevant provisions of the Facility Security Plan (FSP);
xi. Methods of physical screening of persons, personal effects, baggage, cargo, and Vessel stores; and
xii. The meaning and the consequential requirements of the different Maritime Security (MARSEC) Levels.

5. Medical Test and Health Requirements: The security personnel shall successfully complete a medical examination, to be conducted at the Contractor's expense prior to duty assignment or as required for reasonable cause by the County. The results of the medical examination shall demonstrate that the employee shall:
   i. Be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;
   ii. Be free from any communicable disease;
   iii. Possess binocular vision, correctable to 20/20 (Snellen);
   iv. Be drug free;
   v. Not be colorblind; and
   vi. Be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without benefit of artificial hearing devices.

6. Criminal Background Checks: The security personnel shall pass an extensive background investigation, which includes a) two years employment history check and b) mandatory state and national criminal history background check and a fingerprint check with the federal Bureau of Investigation, to be completed prior to providing service to the County. All security officers shall pass the mandatory Florida Department of Law Enforcement (FDLE) and national background check, 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. Security personnel shall also pass an extensive mandatory background investigation in accordance with Florida Statute 311.12 which includes a fingerprint-based National Crime Information Center (NCIC)/Federal Citizen Information Center (FCIC) background check via FDLE. Both of the aforementioned background checks are done by the Transportation Worker Identification Credential, and the State of Florida, Division of Licensing, upon issuance of the Security "D" License.

   Notes:
   a) The NCIC and FCIC are conducted by the Division of Licensing and a list of disqualifiers is noted in the Florida Statue 493.6108 and an additional background check is conducted for ALL security personnel when they apply for their TWIC. The TWIC is required for ALL security officers to work in the Port.
   b) The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Relations Department at the established cost of the requested service. The Contractor shall assume all related cost.

7. Equipment and Uniform Requirements

A. Equipment Requirements

The Contractor shall:

a) Be solely responsible for delivery, installation, modifications, calibration, repairs and maintenance of the security equipment, required to perform the Services. Security equipment shall be fully operational at all times during embarkation of a Vessel. In the event of a breakdown or malfunction of any of the security equipment, Contractor shall: a) promptly use alternative screening methods complying with applicable law and regulations; and b) arrange for repair or replacement of such equipment before the next embarkation period. If any security equipment is replaced, the replacement security equipment shall be of equivalent or better capability than the Security

Equipment it replaced. Equipment specifications shall meet industry standards. The County will arrange for all necessary electrical sources.

b) Provide security equipment of the type and quantity specified herein or of an equal substitute:
   i. Passenger carried baggage X-Ray;
   ii. Passenger WTMD; and
   iii. Checked baggage X-Ray.

   Note: Equipment quantities shall be determined by the FSP and operational needs. On a Work Order by Work Order basis, the County will determine the quantity, and if the terminals are already equipped with applicable equipment, the equipment may be leased to the Contractor by the Cruise line.

a) Provide two-way handheld radios (walkie-talkie) to on-duty security personnel. Hand-held radios, licenses for use by the Federal Communications Commission, are required at all Terminals. In addition, one hand-held radio shall be issued by the Contractor, to the Port (at no additional charge), at the discretion of the County Project Manager (additional radios may be requested). The County will be the sole judge of the adequacy of radio communication.

B. Uniform Requirements (per Florida Statute 493)

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

During warm weather months, the County may, at its discretion, permit work without a tie or hat (outdoors only). Every security guard shall be neatly, cleanly, and uniformly garbed during duty hours. Failure to obey uniform regulations will result in penalty deductions to the Contractor by the County, and possible County request to remove the employee from duty at the Terminals. Standard Uniform for all levels of Security Officers and Security Officer's Supervisor shall include:

- Trousers, all-season weight;
- Shirt/blouse, short or long sleeve;
- Tie;
- Cap;
- Belt – solid black;
- Duty Belt;
- Socks – solid black;
- Shoes – solid black Uniform shoes, no high heels, no platform shoes and no sneakers or tennis shoes;
- Shoulder patches to indicate the name of the Contractor sewn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor shall be worn or displayed on the uniform except hats;
- Nametags to be worn centered and aligned at the top of the right shirt pocket; and
- Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, are required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with Contractor's identification, logo or name, or an insignia.

8. Work Practices, Standards, and Duties

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. Each security personnel shall adhere to standards of behavior that reflect credit on himself/herself, the Contractor, and the County.

B. Personal Appearance of Guards: A favorable image is a major asset to a protective force. Therefore, a security guard's attitude, courtesy and job knowledge, which are influential in creating this favorable image as is the appearance of the security guard's uniform, shall be monitored by the Contractor, as necessary, to promote a favorable image.

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

i. 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.

ii. Relief: The duties of the security guard post require that the security personnel not leave his/her post until properly relieved.

iii. Starting and Stopping Work: All security personnel 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 tour of duty or until relieved.

D. Deviation from Prescribed Schedule: The Contractor shall authorize its security personnel to deviate from prescribed schedules only when unusual or emergency conditions exist. Such deviations and the reasons are to be recorded in the daily log.

E. Recording Presence: The Contractor's security personnel 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. Security personnel's 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.

F. Post Orders: Post Orders define the basic work to be performed by Security/Screening Officers at the Port, in accordance with FSP and 311.12. Post orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Security/Screening Officers shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Once established, the Contractor shall assure that yearly updated copies are available to Security/Screening Officers. The Contractor shall check each post quarterly for updated Post Orders. Failure to have current Post Orders on site may result in the penalties for vendor non-performance (refer to Section 10, Penalties and deductions). No deviations from the post orders shall be made except for emergencies. All orders (initial or revised) shall be approved by the County Project Manager in writing. Such changes shall not require modification to the contract, but may require amendment to the FSP.

G. Reports, Records and Desk Book: An "Officer's Desk Book" shall be maintained at the guard post and shall contain complete duty instructions for manning the guard 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. The Contractor shall provide these reports to the County upon request by the County Project Manager.

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H. Emergency Assistance: In the event of an emergency or unusual occurrence affecting the interest of the County and/or community, the Contractor's employee shall summon appropriate assistance as may be required, such as the local fire and/or police departments, and immediately notify appropriate County officials. The "Emergency Call Numbers List," filed in the Officer's Desk Book, lists key persons to be contacted.

I. Lost and Found: The Contractor's security personnel shall receive and safely store lost and found articles pending return to owner, or for other appropriate disposal as determined by the County.

J. Hazardous Conditions: The Contractor's security personnel shall report daily to County Project Manager, in accordance with procedures in the Officer's Desk Book, potentially hazardous conditions and items in need of repair.

K. Document Submittal: The Contractor shall keep in their files, and be available for inspection, the following documents for each security personnel assigned to Terminal, prior to his/her start of work under any agreement as a result of this Solicitation.

i. Urinalysis Reports (by outside agency within past 60 days)
ii. Training Certification
iii. Proof of Minimum Education Requirements
iv. Licenses
v. Proof of citizenship or work permit or INS I-9 certification

L. Removal from Duty: If the County's Project Manager or his designee receives disqualifying information on a Contractor's security personnel, the Project Manager will request that the Contractor immediately remove said employee from providing services herein, and to the County. The Contractor must comply with all such requests.

i. Suitability: The Contractor's security personnel 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) possession of a record of arrest for continuing offenses, or c) falsification of information submitted for suitability check.

ii. Unfitness for Duty: The Contractor shall immediately remove any security personnel from providing services herein, and to the County, should it be determined by the County Project Manager or designee that such individual(s) assigned to duty have been disqualified for either suitability or security reasons, or who are found to be unfit for performing guard duties during their shifts. 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 work site.
- 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 proper identification or registration on persons.
- Use of County telephones for purposes other than to report to supervisors or to report emergencies.

M. Removal or Approval for Contract: The County may reject any proposed Security Officer/Supervisor/Contractor Field Supervisor as deemed in the County's best interest. The County reserves the right to have the Contractor relieve any employee of the Contractor from a duty assignment, and/or bar the employee from further service under the Contract at the discretion of the County Project Manager or designee.

N. Replacement Employees: The Contractor shall provide the training outlined herein to each replacement employee prior to his/her start of work at the Terminals. Emergency relief security personnel shall be previously trained and approved.

O. 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 individual untrained or unqualified guard to a period not-to-exceed a cumulative total of 68 hours.

9. Compliance

The Contractor shall be compliant with the following:

a) Relevant requirements of the FSP;
b) Requirements of the MTSA of 2002, as amended, and its related regulations;
c) Section 311, Florida Statutes, as amended, and any related regulations (collectively, the "FTSA");

10. Fines and Deductions

The following fines for nonperformance or unsatisfactory performance may be imposed by the County against the Contractor:

A. Major Infractions: Any major infractions, as determined by the County's Project Manager or his designee, may result in a non-negotiable fine of up to $100.00 per incident. Major infractions are defined as:

- Failure to have current post orders on site.
- Failure to provide security guard coverage.
- Failure to provide specified inspections.
- Security guard employee sleeping on duty.
- Security guard employee working under the influence of drugs or alcohol.
- Security guard employee 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 a security guard employee.
- Refusing to render assistance or cooperate with the purposes of the security program.
- Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.
- A security guard working over 16 consecutive hours at guard post.

B. Minor Infractions: Any minor infraction, as determined by the County's Project Manager or his designee, may result in a $50.00 fine per incident. Minor infractions are defined as:

- Security guard employee with improper uniform or unsatisfactory appearance.
- Failure to make prescribed communication checks.

- Failure to post company-supplied nameplate.
- Failure to properly equip security officer.
- Security guard employee conducting personal affairs while on duty.

The deduction schedule will be applied separately to each documented violation. All compliance deductions will be applied by the County to the monthly invoice.

11. Compensation

The Contractor shall provide compensation equal to or exceeding the Living Wage benefits, as specified in Appendix D, Supplemental General Conditions, Living Wage Ordinance (ord. No. 99-44).

A. Hourly Wage

Security guards shall be paid a minimum of $12.23 per hour for a forty-hour workweek excluding other fringe benefits. Security guards and supervisors shall receive at least an additional $1.78 per hour of compensation, or such amount that it may be increased to as per the Living Wage Ordinance, either as hourly wages or medical benefits, the details of which are specified in Appendix C. The Contractor shall provide to the County a schedule of wages, incentives and benefits for each employee providing the security guard services requested herein. Note: Living Wage rates above are effective October 1, 2013 through September 30, 2014.

B. Overtime

The County will **not** pay an overtime rate. The Contractor shall:

a) Pay the employee for additional hours, on an overtime basis, equal to one and one-half times the hourly rate for all hours in excess of 40 hours per week. This includes instances when overtime is caused by special request of the County or by Force Majeure. Each occurrence for overtime will require an individual waiver provided by the County Project Manager or designee.
b) Pay overtime rate for all man hours over 10 hours of service in any 24 hour period.
c) Pay employees the overtime rate for the eight holidays (New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day), if service is provided.

To ensure personnel safety and to prevent fatigue or other unsafe conditions, personnel shall not work in excess of 68 hours per week, unless specifically approved by the Contractor's Project Manager and the County Project Manager or designee.

Note: Ship calls are approximately 12-13 hours. If a ship is delayed, PortMiami is notified in advance, allowing for change in shift or security personnel, therefore, no overtime should be incurred.

C. Fringe Benefits

The Contractor shall use full-time employees, who shall be entitled to all fringe benefits normally received in established security service companies.

12. Progress Meetings

The County may hold periodic 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 services provided by the Contractor. The County Project Manager or designee reserves the right to call meetings at any time by notifying Contractor. The Contractor's Project Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Project Manager or designee unless specifically waived by the County Project Manager or designee. In emergency cases, advanced notice is not required.

Appendix B
Price Schedule

Prices shown below is the maximum hourly rates for providing the services as stated in Appendix A, Scope of Services, Appendix A, for the term of the contract, including any option or extension periods, in accordance with the following:

Personnel/K-9	Maximum Hourly Rates
Terminal Security Officer	$28.75
Maritime Security Officer	$25.50
Facility Security Officer	$23.50
Screener/A-Pass/Operator	$22.25
Security Officer Supervisor	$37.50
K-9 @ 2 units per shift	$70.00
Personnel	**Maximum Annual Rate**
Project Manager	$60,000

Notes:

1. The above rates are the maximum amounts the Contractor may propose in any Work Order Proposal Requests, except as increased by Living Wage pursuant to Article 8 in the Contract. Yearly percentage increase in the living wages may be applied to the classifications that are billed to the County at hourly rates. Living Wage increases may be negotiated.
2. The above rates include all costs such as, full compensation for labor, equipment, equipment use, 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.
3. Notwithstanding the rates above, Work Orders may be awarded on a per passenger basis or any other pricing structure pursuant to the applicable Work Order for each individual cruise line.
4. The County **will not** pay an overtime rate. It is the Contractor's responsibility to factor this rate and incorporate in Work Order Price Schedules.
5. Notwithstanding the maximum 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 assessed as liquidated damages.
6. The County reserves the right to negotiate the final terms, conditions, and pricing of any Work Order, as may be in the best interest of the County.

APPENDIX C
HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement by and between the Miami-Dade County, Florida ("County"), and _____, Business Associate ("Associate").

RECITALS

A. As part of the Agreement, it is necessary for the County to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").

B. County and Associate intend to protect the privacy and provide for the security of PHI, including but not limited to, ePHI, disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to the Agreement, the parties agree as follows:

1. Definitions. Terms used, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Sections 160.103, 164.304 and 164.501.

a. "Business Associate" shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

b. "Covered Entity" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

d. "Electronic Protected Health Information" or "ePHI" means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

e. "Electronic Media" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 160.103.

f. "Security incident" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 164.304.

2. Obligations of Associate.

a. Permitted Uses and Disclosures. Associate may use and/or disclose PHI received by Associate pursuant to the Agreement ("County's PHI") solely in accordance with the specifications set forth in the Scope of Services, Appendix A. In the event of any conflict between this Addendum and Appendix A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]

b. Nondisclosure. Associate shall not use or further disclose County's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii)(A)]

c. Safeguards. Associate shall use appropriate safeguards to prevent use or disclosure of County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the County. [45 CFR § 164.314(a)(2)(i)(A)] County has at its sole discretion, the option to audit and inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).

d. Reporting of Disclosures. Associate shall report to the County's Project Manager, any use or disclosure of the County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)] Associate shall report to the County through the County's Project Manager, any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]

e. Associate's Agents. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) the County, agrees in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the County, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)] In no case may Associate's Agents reside and operate outside of the United States.

f. Documentation of Disclosures. Associate agrees to document disclosures of the County's PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide the County or an individual, in a time and manner designated by the County, information collected in accordance with the Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528]

g. Availability of Information to County. Associate shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for, disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)]

h. Amendment of PHI. Associate shall make the County's PHI available to the County as may be required to fulfill the County's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by the County, incorporate any amendments to the County's PHI into copies of such PHI maintained by Associate, and in the time and manner designated by the County. [45 CFR § 164.504(e)(2)(ii)(F)]

i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the County or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(ii)(H) and 45 CFR Part 64, Subpart C.]

j. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the County's PHI by Associate in violation of the requirements of this Addendum.

k. Associate's Insurance. Associate agrees to maintain the insurance coverage provided in the Agreement.

l. Notification of Breach. Associate shall notify the County within twenty-four (24) hours, and shall provide written notice no later than forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

m. Expenses. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.

n. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Associate and the County and are intended only for their benefit. Neither Associate nor the County intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party nor shall any other third party have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

3. Audits, Inspection and Enforcement. From time to time, after reasonable notice, upon any breach of this Addendum by Associate, the County may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of this Addendum and shall certify the same to the County in writing. The fact that the County inspects, or fails to utilize its right to inspect, Associate's facilities, systems, books, records, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does the County's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate to remedy such breach, constitute acceptance of such practice or a waiver of the County's enforcement rights under this Addendum.

4. Termination.

a. Material Breach. A breach by Associate of any provision of this Addendum, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by the County. [45 CFR § 164.504(e)(3) and 45 CFR § 164.314(a)(2)(i)(D)]

b. Termination for Cause - Reasonable Steps to Cure Breach. If the County recognizes a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Agreement pursuant to Section 4a, above, the County may provide an opportunity for Associate to end the violation or cure the breach within five (5) days, or other cure period as may be specified in the Agreement. If Associate does not cure the breach or end the violation within the time period provided, the County may immediately terminate the Agreement.

c. Judicial or Administrative Proceedings. The County may terminate the Agreement, effective immediately, if (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations (or other security or privacy law) is made in any administrative or civil proceeding.

d. Effect of Termination. Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the County all PHI, including but not limited to ePHI, received from the County (or created or received by Associate on behalf of the County) that Associate still maintains in any form. This provision shall also apply to County PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if return or destruction is not feasible, Associate shall provide to the County notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information,

and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(I)]

5. **Indemnification.** Associate shall indemnify and hold harmless the County and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, trustees, 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 Addendum by Associate or its employees, agents, servants, partners, principals, or subcontractors. Associate 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 any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of the Agreement.

6. **Limitation of Liability.** Nothing in this Addendum shall be construed to affect or limit the County's sovereign immunity as set forth in Florida Statutes, Section 768.28.

7. **Amendment.**

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to the security and privacy of PHI, including electronic data, are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the County's request, Associate agrees to promptly enter into an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The County, in addition to any other remedies including specific performance, may terminate the Agreement upon five [5] days' written notice in the event Associate does not enter into said amendment to the Agreement providing assurances regarding the safeguarding of PHI that the County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of the HIPAA laws.

8. **Assistance in Litigation or Administrative Proceedings.** Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to the County at the County's convenience upon reasonable notice, at no cost to the County, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

9. **Effect on Agreement.** Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect. In the event of any conflict between this Addendum and Agreement, this Addendum shall control.

10. **Interpretation.** This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and applicable Florida laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

11. **Jurisdiction**. Any litigation between the parties regarding the terms of this Addendum shall take place in Miami-Dade County, Florida.

Appendix D

SUPPLEMENTAL GENERAL CONDITION

Proposers are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) will apply to any contract(s) awarded pursuant to this solicitation. By submitting a proposal pursuant to these specifications, a bidder is hereby agreeing 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 this solicitation.

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 any service 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 service contractor's contract with the County.

I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services. Service 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 service 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 service 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 service 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 Service 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 service 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 $14.01 per hour or $12.23 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 $1.78 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 the Department of Business Development, 175 Northwest First Avenue, 28th Floor, Miami, FL 33128, (305) 349-5960.

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 service 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 Department of Business Development (DBD) for depository into the DBD 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 a service 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 service 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 service 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 service 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 service 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 service 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 service 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 service 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 service 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.

Appendix E

MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

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

STATE OF FLORIDA)
SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____

_____ As Principal, and _____

_____

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

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

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

_____

_____

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

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

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

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

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

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

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

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IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20_____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

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

_____

_____ _____
Two Witnesses Signature of Individual

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

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

_____ _____
Signature of Individual

_____ _____
Two Witnesses Printed Name of Individual

WHEN THE PRINCIPAL IS A PARTNERSHIP:

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

_____ _____
Printed Name of One Partner

_____ _____
Two Witnesses Signature of One Partner

WHEN PRINCIPAL IS A CORPORATION:

_____

_____ _____
Secretary Correct Name of Corporation

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

Attest:

_____ _____
Corporate Surety

Countersigned: _____
Business Address

_____ By: _____
Florida Resident Agent Corporate Seal

CORPORATE PRINCIPAL CERTIFICATION

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

Corporate Seal

STATE OF FLORIDA)
SS
COUNTY OF DADE)

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

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

_____

Notary Public, State of _____ at Large

My commission expires _____

PortMiami Security Guard Services Pool

Contract No. RFQ883g

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Navarro Group LTD, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 4100 NW 3rd Court, #100, Plantation, FL 33317 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide security guard and screening services for cruise lines at PortMiami, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Qualifications (RFQ) No. 883 and all associated addenda and attachments, incorporated herein by reference; any Work Orders issued as a result of this Agreement; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated September 26, 2013, 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 County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFQ No. 883 and all associated addenda, and the Contractor's Proposal.

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, Internal Services Department, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean Navarro Group LTD, 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" to mean 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 Mayor 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.

n) The words "Work Order" to mean an assignment of work issued by the County to a Pool member to perform work specified therein.

o) The words "Work Order Proposals" to mean a documentation presented by Pool members in response to a Work Order Proposal Request (WOPR).

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) appendices to the terms and conditions (Scope of Services and Price Schedule), 3) any Work Order issued as a result of this Agreement, 4) the Miami-Dade County's RFQ No. 883 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

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

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

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

ARTICLE 4. NATURE OF THE AGREEMENT

a) 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, identified in any Work Order issued to the Contractor, 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 indicated on the first page of this Agreement and shall continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a two-year option-to-renew period. 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.

Work Order Term

Work Orders shall expire as stated on each individual Work Order issued under this Contract, and may extend past the expiration of this Contract. The provisions of any specific Work Order which commences prior to the termination date of this Contract, and which will extend beyond said termination dates shall survive the expiration or termination hereof.

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
PortMiami
1015 North American Way, 2nd Floor
Miami Florida 33132
Attention: Director
Phone: (305) 329-4031
Fax: (305) 375-3070

and,

b) to the Contract Manager:

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

Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Navarro Group LTD, Inc.
4100 NW 3rd Court, Suite 102
Plantation, Florida 33317
Attention: Louis Sorrentino, Chief Operating Officer
Phone: (954) 581-1516
Fax: (954) 581-8687
E-mail: Sorrentino@navarrosecurity.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 and any subsequent Work Order. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in the applicable Work Order. 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, or a change to the applicable Work Order by the County.

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

ARTICLE 8. PRICING

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

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement and any subsequent Work Order, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County at the end of each month, for the previous month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, 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 (45) 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 Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County
PortMiami
1015 North American Way, 2nd Floor
Miami, Florida 33132
Attention: Danny Ball

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 Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

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

2. Commercial General 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 Services, in an amount not less than $1,000,000 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 "A-" as to management, and no less than "Class VII" as to financial strength 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 Financial Services 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.

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. If the insurance certificate is received within the specified timeframe 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 ensuring 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 agrees to execute and deliver to the County a Performance and Payment Bond, prepared on the applicable bond form(s) (see Appendix E). The Performance and Payment Bond Form, provided by the County, shall be the only acceptable form for these bonds. The Bond(s), in the amount of 10% of the Contract annual Work Order amount, shall be delivered to the County within 15 calendar days after formal notice from the County. If the Contractor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the contractor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that Contractor for a twelve-month period following such default. The following specifications shall apply to any bond provided:

Surety Bond Qualifications:

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 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 comply with 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 Mayor 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 Mayor'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 Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor 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 Mayor 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 Mayor 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 Mayor 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 Mayor, 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 appendices 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 Section 2-481 of the Miami-Dade County Code, 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 in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County 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 and any subsequent Work Order, 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.

d) In addition to cancellation or termination as otherwise provided in this Agreement, or any subsequent Work Order, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

e) In the event that the County exercises its right to terminate this Agreement, or any subsequent Work Order, 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 non-cancelable 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

f) In the event that the County exercises its right to terminate this Agreement, or any subsequent Work Order, 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 or applicable Work Order up to the Effective Termination Date; and

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

g) 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 or any subsequent Work

Order 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 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 the terms of this Agreement or any subsequent Work Order. 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 timeframe, the County may:

i. treat such failure as a repudiation of this Agreement or any subsequent Work Order; and

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 or any subsequent Work Order 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 and/or any subsequent Work Order 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 re-procurement 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. FAILURE TO PERFORM (Liquidated Damages)

The Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The County, at its sole discretion, will determine the damages arising from such failure. The County Project Manager's or designee's assessment of all liquidated damages will be final. The County will accomplish this by deducting the amount of the liquidated damages from subsequent payments due for service rendered by the Contractor. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of liquidated damages. Subsequent violations will result in the Contractor non-performance. Any of these violations may result in Contractor's personnel being removed from the post and/or any Contract as a result of this Solicitation, at the request of the County Project Manager or designee.

- The 1st infraction may result in liquidated damages of $100.00.
- The 2nd infraction may result in liquidated damages of $200.00.
- The 3rd and subsequent infractions may result in liquidated damages of $300.00;

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

Notes:

a) Unless it is determined by the County Project Manager that it is a special violation, in which case, the 1st infraction will result in liquidated damages of $500.00, the 2nd infraction $1000.00, and the 3rd infraction $1500.00.

b) Refer to Appendix A, Section 2.10, Penalties and Deductions, for a list of major and

minor incidences, and the applicable fines.

A written notice of a violation and intent to impose liquidated damages shall be provided to the Contractor in the form of an Infraction Report. Infraction Reports shall be issued to the Contractor promptly by the County 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 shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) 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 copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) 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.

d) 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).

e) 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.

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 with 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/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, 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 Ethics 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 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 3-38; (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 and/or any subsequent Work Order, 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 without regard to 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 a 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 award 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 Section 2-8.10 of the Miami-Dade County Code, 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 three (3) business 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 Miami-Dade County Ordinance 99-44 apply to this Contract. The Contractor hereby agrees to comply with the provisions of Ordinance 99-44 as presented in the Supplemental General Condition (Attachment 1), and acknowledges awareness of the penalties for non-compliance.

ARTICLE 43. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/.

ARTICLE 44. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

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

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

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

ARTICLE 45. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be

required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 46. 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: Louis Sorrentino	By: _____
Name: Louis Sorrentino	Name: Carlos A. Gimenez
Title: Chief Operating Officer	Title: Mayor
Date: 1/27/14	Date: _____
Attest: Linda Blades	Attest: _____
Corporate Secretary/Notary Public	Clerk of the Board
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
	_____
	Assistant County Attorney

LINDA BLADES
Notary Public - State of Florida
My Comm. Expires Mar 1, 2015
Commission # EE 69481
Bonded Through National Notary Assn.

Appendix A
Scope of Services

1. Background

PortMiami is among America's busiest ports and is recognized throughout the world with the dual distinction of the Cruise Capital of the World and the Cargo Gateway of the Americas. PortMiami is home to the world's most distinguished cruise lines; nearly 4 million cruise passengers traveled through the Port in FY 2012, as well as 8.1 million tons and 807,000 TEUs (twenty-foot equivalent units) of cargo. The commercial trade contributes approximately $27 billion annually to the South Florida economy and helps provide direct and indirect employment of 207,000 jobs. PortMiami's primary goal is to promote growth in both the cruise and cargo industries in the County. PortMiami is recognized world-wide as an innovative leader in safety and security, and was recently recognized by the Florida Department of Law Enforcement, as one of Florida's most-secure ports. For more about the Port, visit the Port's website at http://www.miamidade.gov/portofmiami.

The County has established the PortMiami Security Guard and Screening Services Pool (the Pool) of qualified security firms to provide an acceptable level of security guard service to various cruise terminals, through unarmed, uniformed security personnel, at a competitive price. PortMiami, via awarded security guard firms through the Pool, will provide security guard services which include, but are not limited to a) terminal access control, b) screening of passengers and their bags, c) screening of vessel provisioning using canine services, and d) optional security guard services for PortMiami. The County may at any time, perform unannounced inspections to the terminals and any office space/areas, at PortMiami, utilized by the Contractor, for the purpose of providing service to the County. Pool members will propose on requests for security service through Work Order Proposal Requests (WOPR), issued by the Internal Services Department (ISD), Procurement Management, on behalf of PortMiami.

2. Work Order Process

A. Structure of Pool

This may be updated periodically to reflect new County requirements, and will be supplemented, upon project award, by individual Work Orders specifying project scopes, price and plan of action, for providing the services to the cruise lines requesting the security guard services. Selection into the Pool does not guarantee work and does not provide for exclusive rights to provide these services to the County.

At the County's discretion, Pool members may be dropped from the Pool for poor performance, being in arrears in obligations to the County, and any other reason specified by County policies and procedures.

B. Assignment of Terminals

Membership in the Pool is a prerequisite for having an opportunity to submit proposals and obtain work through this Pool. When a request for security guard services arises, the County will provide Pool members with information regarding the selection process and response requirements, to include written proposals and potentially oral presentations. Recommendations for competitive awards will be made generally based on quality and/or price. The County reserves the right to establish an alternate, streamlined method for assigning Terminals.

Security guard and screening services requests will include potentially any Cruise Line at the Port. Services through the Pool will be offered to all cruise lines at the Port, and may be utilized by PortMiami as needed. Cruise lines requesting the services from the County, will use the Pool, except for cause as approved by the County.

C. Award

The County reserves the right to enter into negotiations, for individual Work Orders, with the recommended Contractor(s). If the County and the recommended Contractor cannot negotiate a successful agreement, the County may terminate said negotiations and begin negotiations with the next

highest ranked Contractor. No Pool member shall have any rights against the County, arising from such negotiations.

D. Award of Additional Services

The County reserves the right to award additional services for, and updates to, a previously awarded Work Order to the same Pool member that was awarded the original Work Order.

3 Minimum Qualification Requirement

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

4. Requirements and Services to be Provided

A. Requirements Prior to Notice-To-Proceed

PortMiami will issue a Notice-To-Proceed (NTP) on a Work Order by Work Order basis, with the general requirements listed herein, after the Contractor has met the following requirements. The Contractor shall commence work upon issuance of a NTP by the County.

The Contractor shall:

1. Have a local management office, located within Miami-Dade County, to afford the County easy access to inspect records and logs. The County reserves the right to inspect the office at any time. This location will provide centralized dispatching service manned by experienced security personnel. A mobile transmitter/receiver, operated by field personnel, will not be considered sufficient to adequately provide such service. Contractor's key personnel, who have the authority to take immediate action on behalf of the Contractor, shall be available at the local office. The dispatcher on duty shall be available for contact by "local" telephone call and 2-way radio from the Port at all times.

Note: The County will not provide office space for the Contractor(s) at PortMiami.

2. Execute and deliver to the County, prior to the issuance of a NTP, a Performance and Payment Bond in the amount of 10% of the total agreed upon annual Work Order price. A separate bond for each cruise terminal and/or PortMiami Work Order, shall be prepared on the applicable County bond forms.

3. Maintain the Insurance requirements as specified in Article 10 of the Contract.

4. Provide all necessary permits, licenses and certificates for Contractor, Contractor's Security Project Manager and Security personnel, that will be assigned to the Contract, and comply with all applicable federal, state and municipal laws. The security personnel requirements are specified in Section 6.

5. Have a communication system that meets the requirements as specified in Section 7(A). 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, prior to the issuance of the 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.

6. Provide a Quality Assurance Plan (QAP), to assure that the requirements of the Services are met. The QAP shall be approved by the County Project Manager before the NTP is issued by the County. Changes to the QAP, shall be submitted to the County Project Manager or designee, for approval, as they are made. The QAP shall include, but not be limited to the following:

i. Inspection System
The inspection system shall identify the activities to be inspected on a scheduled and/or an unscheduled basis, how often and in what manner the inspections will be accomplished, and the name and rank of security personnel who will perform the inspections.

The ***minimum*** number of inspections by off-site supervisors or management-level personnel shall be once per shift. Hourly communication checks will be made during the operating hours. Failure to make contact with a security guard by telephone and radio shall require a supervisor to immediately conduct an on-site inspection to confirm that the Terminals or guard posts at the Port are manned. In the case of complaints or evidence of improper behavior, the inspection frequency shall be increased to half-hour communication checks, at the request of the County Project Manager or designee. These inspections are vital to the operation of the guard system. The visiting inspector shall observe the guard on duty, inspect the facilities and post records and shall sign the post log book to document inspections.

ii. Corrective Action Procedures
The Contractor's corrective action procedures shall cover standard operating procedures to be used by the Contractor to respond to, and correct deficiencies in services, which have been identified by either the Contractor or the County.

7. Provide sufficient training to security personnel in:

   i. Basic security guard duties, including but not limited to, report writing, safety and fire prevention, patrol methods, police authority and jurisdiction, identification, and other security matters prior to duty assignment.
   ii. The specific post orders and procedures for the security guard services. This training shall take place prior to NTP, and prior to the security guard commencing the services required herein.

8. Conduct an on-site and in-depth review, with the County Project Manager, of the total contract requirements covering the following:

   i. Policy and specific procedures for responding to an emergency,
   ii. Proposed security personnel eligibility documentation,
   iii. Proposed security personnel training procedures,
   iv. Post Orders,
   v. Communication system, and
   vi. Inspection system and corrective action procedures.

B. General Requirements
The Contractor shall:

1. Provide the Facility Security Officer with a Declaration of Security that addresses the security requirements, required by the USCG for each Vessel call at the Terminal for which Contractor shall provide security guard services.

2. Post orders at each Terminal, and at the designated posts at the Port. All security personnel 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 Project Manager prior to posting.

3. Meet with the appropriate Port security officers and/or appropriate employees of any of cruise lines operating at the Port, prior to arrival of any cruise Vessel that may call at the Terminal, and meet

with the relevant Vessel security officers upon arrival of the Vessel to ensure that the Terminals are secure.

4. Furnish adequate management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at the Port, as described herein.

5. Update and submit the existing Facility Security Plan (FSP) to, and seeking its approval by, the United States Coast Guard (USCG). The FSP shall include at a minimum:
   i. Security Administration: Managerial and supervisory staffing levels,
   ii. Authority and decision making capacity of key personnel,
   iii. Personnel Training,
   iv. Coverage of unscheduled post vacancies, short-term post, and shift changes,
   v. Drills and exercises
   vi. Records and documentation
   vii Procedures for interfacing with Vessels
   vii. Responses to Change in Maritime Security (MARSEC) Levels
   viii. Declaration of Security
   ix. Communications
   x. Security Systems and equipment quantity and maintenance
   xi. Security measures for access control, restricted areas, handling baggage, and monitoring
   xii. Security incident procedures
   xiii. Audits and security plan amendments

   Notes: The existing FSP is on file with the Port and has been approved by the USCG. The FSP will be made available at the time of NTP, and upon the Contractor signing a non-disclosure statement.

6. Ensure that the services furnished are in conformity with practices which are generally current in the security industry. Contractor's responsibility is limited to providing physical security services, and shall not warrant that the services furnished will prevent loss.

7. Conduct periodic security drills at the Port (once every quarter), in addition to an annual emergency drill exercise (frequency cannot exceed more than eighteen months).

8. Issue uniforms to each employee performing security guard services who shall always present a clean, neat, professional appearance. Uniforms shall be 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 (refer to Section 7, for Uniform Requirements). The cost of uniforms, as further described herein, shall be the responsibility of the Contractor.

9. Issue to each employee performing the security guard services herein, the Transportation Worker Identification Credential (TWIC). Said credentials shall be displayed while on duty at all times, and shall be maintained by security personnel. All employees assigned must also be issued a valid company badge, valid State of Florida "D" License, and valid Port identification. The company badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.

   Notes: a) TWIC is a vital security measure that will ensure individuals who pose a threat, do not gain unescorted access to secure areas of the nation's maritime transportation system. TWIC was established by Congress through the Maritime Transportation Security Act (MTSA) and is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. TWICs are tamper-resistant biometric credentials that will be issued to workers who require unescorted access to secure areas of ports, Vessels and outer continental shelf facilities, and all credentialed merchant mariners. b) The cost of the TWIC is $129.75, and the Port identification badge is of no charge to permitted vendors. The credentials are valid for five years. The cost to renew the TWIC is $60.00, and is valid for three years.

10. Coordinate with the County Project Manager to ensure security checkpoints and screening areas are functional and utilized in an efficient manner. The Contractor shall provide services at security checkpoints and screening areas including but not limited to the following:

    i. Terminal access control for passengers, crewmembers, vendors, contractors or other cruise lines' employees or guests;
    ii. A listing of all persons who visited the Terminal or Vessel during the Vessel's call, excluding crew and passengers;
    iii. Screening of passengers, crew, vendors, contractors, or other cruise line employees or guests accessing the Vessel via the gangway for prohibited items including, but not limited to, those items set forth in a list to be provided by the Port or its designee, using security equipment, as specified in Section 7;
    iv. Screening of all passenger baggage for prohibited items including, but not limited to, those items set forth in a list to be provided by the County Project Manager or designee, using the Security Equipment;
    v. Screening of Vessel provisions using K-9 services trained/certified in accordance with applicable laws and regulations, and the approved FSP; and
    vi. Such other reasonable additional security measures as may be requested based on particular security concerns, by the County, a cruise line's director of security and surveillance, or a Vessel's security officer.

5. Optional Services to be Provided at PortMiami

The County reserves the right to utilize the Pool to provide security guard and screening services for PortMiami, as needed, to complement existing PortMiami security personnel. The Scope of Services would be developed on a Work Order by Work Order basis.

6. Security Personnel Requirements, Qualifications, and Standards

A. Security Personnel Requirements

The Contractor shall provide security personnel of the type and quantity as determined by the FSP, the operational needs, and for the purposes specified herein.

The Contractor shall:

1. Designate a minimum of one appropriately licensed individual to act as Security Manager, directing the activities of the Class "D" employees, who will provide the Services herein.

2. Provide sufficient Security Supervisors with which to inspect the Terminals or guard posts at least once per shift, during the hours of operations.

3. Provide the following essential personnel:

    i. Facility Security Officers (FSO), who shall be the direct report of the Contractor's Terminal Security Officer (see ii below). Contractor shall assign at least one FSO for each day a Vessel calls at the Port. The FSO's responsibilities shall include a) on-site training and work direction, b) remaining in instant communication with the Contractor's control center, and c) observing the condition and performance of the security guards, the condition of the post, the post environment and level of activity.
    ii. Terminal Security Officers (TSO) who shall be responsible for supervision of shore-side security operations for the Terminals on days of operations. The Contractor shall assign a TSO for each Terminal for which the Contractor is providing security guard services.
    iii. Security Supervisors who shall be responsible for different (smaller) areas for the Terminals on days of operations and report to the TSO.
    iv. Screener/A-Pass Operator, who shall be responsible for terminal access controls, screening of persons and baggage as specified in Section 5. The Screener shall be responsible for the

calibration of the X-Ray machine, walk through metal detectors, and hand held detectors. A-Pass Operator shall swipe the traveler's "sail and sign" card to verify access to the Vessel. Depending on the Cruise Line, Screener/A-Pass shall have advanced training in the use of screening equipment and search procedures.

v. Maritime Security Officer (MSO) who shall be responsible for providing access control to the Terminals. Maritime Security Officers shall have the required training in the maritime field for basic maritime security functions, with advanced training in the use of screening equipment and search procedures.

B. Security Personnel Qualifications and Standards

To be eligible to perform security guard services requested herein, all levels of security personnel shall be a minimum of 21 years of age, and meet the following qualifications and standards regarding education, background, experience, health and citizenship, as established in this section, unless specifically and individually waived in writing by the County Project Manager or designee.

1. Licensing-Certification: The security personnel shall be licensed by the state of Florida with a "D" license, pursuant to Florida Statute 493. All officers shall maintain this requirement at all times while providing this Service to the County. Any person directing the activities of licensed Security Officers shall also meet the licensing requirements, per Florida Statute 493.6303, and possess a Class "MB" license and a Class "M" license, if applicable.

   Note: Any security personnel, whose license has been revoked, suspended or expired for one year or longer is considered, upon reapplication for a license, an initial applicant and must possess a Class "D" License, which contains the picture of the license holder before he/she can work at the Port.

2. Citizenship Status: The security personnel 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. The County reserves the right to perform checks to verify the above information.

3. English Language Literacy Requirements: The security personnel shall be fully literate (i.e., read and write) in the English language and be able to clearly speak English. Oral command of English must be sufficient to permit full communication, even in times of stress. No exceptions to this requirement will be allowed.

4. Educational Background and Experience: The security personnel working at the post shall possess, at a minimum, a high school diploma or certified equivalency diploma (GED) from a United States accredited and verifiable institution. All unverifiable diplomas shall be translated to determine if the diploma can be converted to a United States GED. All personnel to perform security guard services, shall be fully trained in the requirements of the service, and meet all contract requirements prior to reporting for duty. Personnel must have knowledge, through training or equivalent job experience, in the following:

   i. Current security threats and patterns;
   ii. Recognition and detection of dangerous substances and devices;
   iii. Recognition of characteristics and behavioral patterns of persons who are likely to threaten security;
   iv. Techniques used to circumvent security measures;
   v. Crowd management and control techniques;
   vi. Security related communications;
   vii. Knowledge of emergency procedures and contingency plans;
   viii. Operation, testing, calibration, and maintenance of security equipment and systems;

ix. Inspection, control, and monitoring techniques;
x. Relevant provisions of the Facility Security Plan (FSP);
xi. Methods of physical screening of persons, personal effects, baggage, cargo, and Vessel stores; and
xii. The meaning and the consequential requirements of the different Maritime Security (MARSEC) Levels.

5. Medical Test and Health Requirements: The security personnel shall successfully complete a medical examination, to be conducted at the Contractor's expense prior to duty assignment or as required for reasonable cause by the County. The results of the medical examination shall demonstrate that the employee shall:
   i. Be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;
   ii. Be free from any communicable disease;
   iii. Possess binocular vision, correctable to 20/20 (Snellen);
   iv. Be drug free;
   v. Not be colorblind; and
   vi. Be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without benefit of artificial hearing devices.

6. Criminal Background Checks: The security personnel shall pass an extensive background investigation, which includes a) two years employment history check and b) mandatory state and national criminal history background check and a fingerprint check with the federal Bureau of Investigation, to be completed prior to providing service to the County. All security officers shall pass the mandatory Florida Department of Law Enforcement (FDLE) and national background check, 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. Security personnel shall also pass an extensive mandatory background investigation in accordance with Florida Statute 311.12 which includes a fingerprint-based National Crime Information Center (NCIC)/Federal Citizen Information Center (FCIC) background check via FDLE. Both of the aforementioned background checks are done by the Transportation Worker Identification Credential, and the State of Florida, Division of Licensing, upon issuance of the Security "D" License.

   Notes:
   a) The NCIC and FCIC are conducted by the Division of Licensing and a list of disqualifiers is noted in the Florida Statue 493.6108 and an additional background check is conducted for ALL security personnel when they apply for their TWIC. The TWIC is required for ALL security officers to work in the Port.
   b) The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Relations Department at the established cost of the requested service. The Contractor shall assume all related cost.

7. Equipment and Uniform Requirements

A. Equipment Requirements

The Contractor shall:

a) Be solely responsible for delivery, installation, modifications, calibration, repairs and maintenance of the security equipment, required to perform the Services. Security equipment shall be fully operational at all times during embarkation of a Vessel. In the event of a breakdown or malfunction of any of the security equipment, Contractor shall: a) promptly use alternative screening methods complying with applicable law and regulations; and b) arrange for repair or replacement of such equipment before the next embarkation period. If any security equipment is replaced, the replacement security equipment shall be of equivalent or better capability than the Security

Equipment it replaced. Equipment specifications shall meet industry standards. The County will arrange for all necessary electrical sources.

b) Provide security equipment of the type and quantity specified herein or of an equal substitute:
   i. Passenger carried baggage X-Ray;
   ii. Passenger WTMD; and
   iii. Checked baggage X-Ray.

Note: Equipment quantities shall be determined by the FSP and operational needs. On a Work Order by Work Order basis, the County will determine the quantity, and if the terminals are already equipped with applicable equipment, the equipment may be leased to the Contractor by the Cruise line.

a) Provide two-way handheld radios (walkie-talkie) to on-duty security personnel. Hand-held radios, licenses for use by the Federal Communications Commission, are required at all Terminals. In addition, one hand-held radio shall be issued by the Contractor, to the Port (at no additional charge), at the discretion of the County Project Manager (additional radios may be requested). The County will be the sole judge of the adequacy of radio communication.

B. Uniform Requirements (per Florida Statute 493)

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

During warm weather months, the County may, at its discretion, permit work without a tie or hat (outdoors only). Every security guard shall be neatly, cleanly, and uniformly garbed during duty hours. Failure to obey uniform regulations will result in penalty deductions to the Contractor by the County, and possible County request to remove the employee from duty at the Terminals. Standard Uniform for all levels of Security Officers and Security Officer's Supervisor shall include:

- Trousers, all-season weight;
- Shirt/blouse, short or long sleeve;
- Tie;
- Cap;
- Belt – solid black;
- Duty Belt;
- Socks – solid black;
- Shoes – solid black Uniform shoes, no high heels, no platform shoes and no sneakers or tennis shoes;
- Shoulder patches to indicate the name of the Contractor sewn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor shall be worn or displayed on the uniform except hats;
- Nametags to be worn centered and aligned at the top of the right shirt pocket; and
- Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, are required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with Contractor's identification, logo or name, or an insignia.

8. Work Practices, Standards, and Duties

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. Each security personnel shall adhere to standards of behavior that reflect credit on himself/herself, the Contractor, and the County.

B. Personal Appearance of Guards: A favorable image is a major asset to a protective force. Therefore, a security guard's attitude, courtesy and job knowledge, which are influential in creating this favorable image as is the appearance of the security guard's uniform, shall be monitored by the Contractor, as necessary, to promote a favorable image.

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

i. 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.

ii. Relief: The duties of the security guard post require that the security personnel not leave his/her post until properly relieved.

iii. Starting and Stopping Work: All security personnel 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 tour of duty or until relieved.

D. Deviation from Prescribed Schedule: The Contractor shall authorize its security personnel to deviate from prescribed schedules only when unusual or emergency conditions exist. Such deviations and the reasons are to be recorded in the daily log.

E. Recording Presence: The Contractor's security personnel 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. Security personnel's 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.

F. Post Orders: Post Orders define the basic work to be performed by Security/Screening Officers at the Port, in accordance with FSP and 311.12. Post orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Security/Screening Officers shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Once established, the Contractor shall assure that yearly updated copies are available to Security/Screening Officers. The Contractor shall check each post quarterly for updated Post Orders. Failure to have current Post Orders on site may result in the penalties for vendor non-performance (refer to Section 10, Penalties and deductions). No deviations from the post orders shall be made except for emergencies. All orders (initial or revised) shall be approved by the County Project Manager in writing. Such changes shall not require modification to the contract, but may require amendment to the FSP.

G. Reports, Records and Desk Book: An "Officer's Desk Book" shall be maintained at the guard post and shall contain complete duty instructions for manning the guard 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. The Contractor shall provide these reports to the County upon request by the County Project Manager.

H. Emergency Assistance: In the event of an emergency or unusual occurrence affecting the interest of the County and/or community, the Contractor's employee shall summon appropriate assistance as may be required, such as the local fire and/or police departments, and immediately notify appropriate County officials. The "Emergency Call Numbers List," filed in the Officer's Desk Book, lists key persons to be contacted.

I. Lost and Found: The Contractor's security personnel shall receive and safely store lost and found articles pending return to owner, or for other appropriate disposal as determined by the County.

J. Hazardous Conditions: The Contractor's security personnel shall report daily to County Project Manager, in accordance with procedures in the Officer's Desk Book, potentially hazardous conditions and items in need of repair.

K. Document Submittal: The Contractor shall keep in their files, and be available for inspection, the following documents for each security personnel assigned to Terminal, prior to his/her start of work under any agreement as a result of this Solicitation.

i. Urinalysis Reports (by outside agency within past 60 days)
ii. Training Certification
iii. Proof of Minimum Education Requirements
iv. Licenses
v. Proof of citizenship or work permit or INS I-9 certification

L. Removal from Duty: If the County's Project Manager or his designee receives disqualifying information on a Contractor's security personnel, the Project Manager will request that the Contractor immediately remove said employee from providing services herein, and to the County. The Contractor must comply with all such requests.

i. Suitability: The Contractor's security personnel 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) possession of a record of arrest for continuing offenses, or c) falsification of information submitted for suitability check.

ii. Unfitness for Duty: The Contractor shall immediately remove any security personnel from providing services herein, and to the County, should it be determined by the County Project Manager or designee that such individual(s) assigned to duty have been disqualified for either suitability or security reasons, or who are found to be unfit for performing guard duties during their shifts. 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 work site.
- 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 proper identification or registration on persons.
- Use of County telephones for purposes other than to report to supervisors or to report emergencies.

M. Removal or Approval for Contract: The County may reject any proposed Security Officer/Supervisor/Contractor Field Supervisor as deemed in the County's best interest. The County reserves the right to have the Contractor relieve any employee of the Contractor from a duty assignment, and/or bar the employee from further service under the Contract at the discretion of the County Project Manager or designee.

N. Replacement Employees: The Contractor shall provide the training outlined herein to each replacement employee prior to his/her start of work at the Terminals. Emergency relief security personnel shall be previously trained and approved.

O. 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 individual untrained or unqualified guard to a period not-to-exceed a cumulative total of 68 hours.

9. Compliance

The Contractor shall be compliant with the following:

a) Relevant requirements of the FSP;
b) Requirements of the MTSA of 2002, as amended, and its related regulations;
c) Section 311, Florida Statutes, as amended, and any related regulations (collectively, the "FTSA");

10. Fines and Deductions

The following fines for nonperformance or unsatisfactory performance may be imposed by the County against the Contractor:

A. Major Infractions: Any major infractions, as determined by the County's Project Manager or his designee, may result in a non-negotiable fine of up to $100.00 per incident. Major infractions are defined as:

- Failure to have current post orders on site.
- Failure to provide security guard coverage.
- Failure to provide specified inspections.
- Security guard employee sleeping on duty.
- Security guard employee working under the influence of drugs or alcohol.
- Security guard employee 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 a security guard employee.
- Refusing to render assistance or cooperate with the purposes of the security program.
- Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.
- A security guard working over 16 consecutive hours at guard post.

B. Minor Infractions: Any minor infraction, as determined by the County's Project Manager or his designee, may result in a $50.00 fine per incident. Minor infractions are defined as:

- Security guard employee with improper uniform or unsatisfactory appearance.
- Failure to make prescribed communication checks.

- Failure to post company-supplied nameplate.
- Failure to properly equip security officer.
- Security guard employee conducting personal affairs while on duty.

The deduction schedule will be applied separately to each documented violation. All compliance deductions will be applied by the County to the monthly invoice.

11. Compensation

The Contractor shall provide compensation equal to or exceeding the Living Wage benefits, as specified in Appendix D, Supplemental General Conditions, Living Wage Ordinance (ord. No. 99-44).

A. Hourly Wage

Security guards shall be paid a minimum of $12.23 per hour for a forty-hour workweek excluding other fringe benefits. Security guards and supervisors shall receive at least an additional $1.78 per hour of compensation, or such amount that it may be increased to as per the Living Wage Ordinance, either as hourly wages or medical benefits, the details of which are specified in Appendix C. The Contractor shall provide to the County a schedule of wages, incentives and benefits for each employee providing the security guard services requested herein. Note: Living Wage rates above are effective October 1, 2013 through September 30, 2014.

B. Overtime

The County will **not** pay an overtime rate. The Contractor shall:

a) Pay the employee for additional hours, on an overtime basis, equal to one and one-half times the hourly rate for all hours in excess of 40 hours per week. This includes instances when overtime is caused by special request of the County or by Force Majeure. Each occurrence for overtime will require an individual waiver provided by the County Project Manager or designee.
b) Pay overtime rate for all man hours over 10 hours of service in any 24 hour period.
c) Pay employees the overtime rate for the eight holidays (New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day), if service is provided.

To ensure personnel safety and to prevent fatigue or other unsafe conditions, personnel shall not work in excess of 68 hours per week, unless specifically approved by the Contractor's Project Manager and the County Project Manager or designee.

Note: Ship calls are approximately 12-13 hours. If a ship is delayed, PortMiami is notified in advance, allowing for change in shift or security personnel, therefore, no overtime should be incurred.

C. Fringe Benefits

The Contractor shall use full-time employees, who shall be entitled to all fringe benefits normally received in established security service companies.

12. Progress Meetings

The County may hold periodic 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 services provided by the Contractor. The County Project Manager or designee reserves the right to call meetings at any time by notifying Contractor. The Contractor's Project Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Project Manager or designee unless specifically waived by the County Project Manager or designee. In emergency cases, advanced notice is not required.

Appendix B
Price Schedule

Prices shown below is the maximum hourly rates for providing the services as stated in Appendix A, Scope of Services, Appendix A, for the term of the contract, including any option or extension periods, in accordance with the following:

Personnel/K-9	Maximum Hourly Rates
Terminal Security Officer	$22.49
Maritime Security Officer	$17.49
Facility Security Officer	$26.49
Screener/A-Pass/Operator	$18.50
Security Officer Supervisor	$20.59
K-9 @ 2 units per shift	$48.49
Personnel	**Maximum Annual Rate**
Project Manager	$71,151.60

Notes:

1. The above rates are the maximum amounts the Contractor may propose in any Work Order Proposal Requests, except as increased by Living Wage pursuant to Article 8 in the Contract. Yearly percentage increase in the living wages may be applied to the classifications that are billed to the County at hourly rates. Living Wage increases may be negotiated.
2. The above rates include all costs such as, full compensation for labor, equipment, equipment use, 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.
3. Notwithstanding the rates above, Work Orders may be awarded on a per passenger basis or any other pricing structure pursuant to the applicable Work Order for each individual cruise line.
4. The County **will not** pay an overtime rate. It is the Contractor's responsibility to factor this rate and incorporate in Work Order Price Schedules.
5. Notwithstanding the maximum 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 assessed as liquidated damages.
6. The County reserves the right to negotiate the final terms, conditions, and pricing of any Work Order, as may be in the best interest of the County.

APPENDIX C
HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement by and between the Miami-Dade County, Florida ("County"), and _____, Business Associate ("Associate").

RECITALS

A. As part of the Agreement, it is necessary for the County to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").

B. County and Associate intend to protect the privacy and provide for the security of PHI, including but not limited to, ePHI, disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to the Agreement, the parties agree as follows:

1. Definitions. Terms used, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Sections 160.103, 164.304 and 164.501.

a. "Business Associate" shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

b. "Covered Entity" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

d. "Electronic Protected Health Information" or "ePHI" means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

e. "Electronic Media" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 160.103.

f. "Security incident" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 164.304.

2. Obligations of Associate.

a. Permitted Uses and Disclosures. Associate may use and/or disclose PHI received by Associate pursuant to the Agreement ("County's PHI") solely in accordance with the specifications set forth in the Scope of Services, Appendix A. In the event of any conflict between this Addendum and Appendix A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]

b. Nondisclosure. Associate shall not use or further disclose County's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii)(A)]

c. Safeguards. Associate shall use appropriate safeguards to prevent use or disclosure of County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the County. [45 CFR § 164.314(a)(2)(i)(A)] County has at its sole discretion, the option to audit and inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).

d. Reporting of Disclosures. Associate shall report to the County's Project Manager, any use or disclosure of the County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)] Associate shall report to the County through the County's Project Manager, any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]

e. Associate's Agents. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) the County, agrees in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the County, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)] In no case may Associate's Agents reside and operate outside of the United States.

f. Documentation of Disclosures. Associate agrees to document disclosures of the County's PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide the County or an individual, in a time and manner designated by the County, information collected in accordance with the Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528]

g. Availability of Information to County. Associate shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for, disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)]

h. Amendment of PHI. Associate shall make the County's PHI available to the County as may be required to fulfill the County's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by the County, incorporate any amendments to the County's PHI into copies of such PHI maintained by Associate, and in the time and manner designated by the County. [45 CFR § 164.504(e)(2)(ii)(F)]

i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the County or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(ii)(H) and 45 CFR Part 64, Subpart C.]

j. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the County's PHI by Associate in violation of the requirements of this Addendum.

k. Associate's Insurance. Associate agrees to maintain the insurance coverage provided in the Agreement.

l. Notification of Breach. Associate shall notify the County within twenty-four (24) hours, and shall provide written notice no later than forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

m. Expenses. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.

n. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Associate and the County and are intended only for their benefit. Neither Associate nor the County intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party nor shall any other third party have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

3. **Audits, Inspection and Enforcement.** From time to time, after reasonable notice, upon any breach of this Addendum by Associate, the County may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of this Addendum and shall certify the same to the County in writing. The fact that the County inspects, or fails to utilize its right to inspect, Associate's facilities, systems, books, records, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does the County's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate to remedy such breach, constitute acceptance of such practice or a waiver of the County's enforcement rights under this Addendum.

4. **Termination.**

a. Material Breach. A breach by Associate of any provision of this Addendum, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by the County. [45 CFR § 164.504(e)(3) and 45 CFR § 164.314(a)(2)(i)(D)]

b. Termination for Cause - Reasonable Steps to Cure Breach. If the County recognizes a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Agreement pursuant to Section 4a, above, the County may provide an opportunity for Associate to end the violation or cure the breach within five (5) days, or other cure period as may be specified in the Agreement. If Associate does not cure the breach or end the violation within the time period provided, the County may immediately terminate the Agreement.

c. Judicial or Administrative Proceedings. The County may terminate the Agreement, effective immediately, if (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations (or other security or privacy law) is made in any administrative or civil proceeding.

d. Effect of Termination. Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the County all PHI, including but not limited to ePHI, received from the County (or created or received by Associate on behalf of the County) that Associate still maintains in any form. This provision shall also apply to County PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if return or destruction is not feasible, Associate shall provide to the County notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information,

and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(I)]

5. **Indemnification.** Associate shall indemnify and hold harmless the County and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, trustees, 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 Addendum by Associate or its employees, agents, servants, partners, principals, or subcontractors. Associate 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 any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of the Agreement.

6. **Limitation of Liability.** Nothing in this Addendum shall be construed to affect or limit the County's sovereign immunity as set forth in Florida Statutes, Section 768.28.

7. **Amendment.**

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to the security and privacy of PHI, including electronic data, are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the County's request, Associate agrees to promptly enter into an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The County, in addition to any other remedies including specific performance, may terminate the Agreement upon five [5] days' written notice in the event Associate does not enter into said amendment to the Agreement providing assurances regarding the safeguarding of PHI that the County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of the HIPAA laws.

8. **Assistance in Litigation or Administrative Proceedings.** Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to the County at the County's convenience upon reasonable notice, at no cost to the County, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

9. **Effect on Agreement.** Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect. In the event of any conflict between this Addendum and Agreement, this Addendum shall control.

10. **Interpretation.** This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and applicable Florida laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

11. **Jurisdiction**. Any litigation between the parties regarding the terms of this Addendum shall take place in Miami-Dade County, Florida.

Appendix D

SUPPLEMENTAL GENERAL CONDITION

Proposers are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) will apply to any contract(s) awarded pursuant to this solicitation. By submitting a proposal pursuant to these specifications, a bidder is hereby agreeing 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 this solicitation.

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 any service 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 service contractor's contract with the County.

I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services. Service 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 service 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 service 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 service 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 Service 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 service 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 $14.01 per hour or $12.23 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 $1.78 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 the Department of Business Development, 175 Northwest First Avenue, 28th Floor, Miami, FL 33128, (305) 349-5960.

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 service 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 Department of Business Development (DBD) for depository into the DBD 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 a service 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 service 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 service 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 service 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 service 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 service 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 service 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 service 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 service 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.

Appendix E

MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

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

STATE OF FLORIDA)
SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____

_____ As Principal, and _____

_____

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

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

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

_____

_____

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

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

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

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

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

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

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

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20_____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

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

_____

_____ _____
Two Witnesses Signature of Individual

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

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

_____ _____
Signature of Individual

_____ _____
Two Witnesses Printed Name of Individual

WHEN THE PRINCIPAL IS A PARTNERSHIP:

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

_____ _____
Printed Name of One Partner

_____ _____
Two Witnesses Signature of One Partner

WHEN PRINCIPAL IS A CORPORATION:

_____

_____ _____
Secretary Correct Name of Corporation

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

Attest:

_____ _____
Corporate Surety

Countersigned: _____
Business Address

_____ By: _____
Florida Resident Agent Corporate Seal

CORPORATE PRINCIPAL CERTIFICATION

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

Corporate Seal

STATE OF FLORIDA)
SS
COUNTY OF DADE)

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

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

_____

Notary Public, State of _____ at Large

My commission expires _____

PortMiami Security Guard Services Pool

Contract No. RFQ883h

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 State of Florida, having its principal office at 14600 Biscayne Blvd., 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 and screening services for cruise lines at PortMiami, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Qualifications (RFQ) No. 883 and all associated addenda and attachments, incorporated herein by reference; any Work Orders issued as a result of this Agreement; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated September 27, 2013, 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 County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

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

a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFQ No. 883 and all associated addenda, and the Contractor's Proposal.

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, Internal Services Department, or the duly authorized representative designated to manage the Contract.

d) The word "Contractor" to mean Kent Security Services, 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" to mean 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 Mayor 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.

n) The words "Work Order" to mean an assignment of work issued by the County to a Pool member to perform work specified therein.

o) The words "Work Order Proposals" to mean a documentation presented by Pool members in response to a Work Order Proposal Request (WOPR).

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) appendices to the terms and conditions (Scope of Services and Price Schedule), 3) any Work Order issued as a result of this Agreement, 4) the Miami-Dade County's RFQ No. 883 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

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

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

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

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

ARTICLE 4. NATURE OF THE AGREEMENT

a) 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, identified in any Work Order issued to the Contractor, 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 indicated on the first page of this Agreement and shall continue through the last day of the 60th month. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a two-year option-to-renew period. 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.

Work Order Term
Work Orders shall expire as stated on each individual Work Order issued under this Contract, and may extend past the expiration of this Contract. The provisions of any specific Work Order which commences prior to the termination date of this Contract, and which will extend beyond said termination dates shall survive the expiration or termination hereof.

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
PortMiami
1015 North American Way, 2nd Floor
Miami Florida 33132
Attention: Director
Phone: (305) 329-4031
Fax: (305) 375-3070

and,

b) to the Contract Manager:

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

Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Kent Security Services, Inc.
14600 Biscayne Blvd.
North Miami Beach, Florida 33181
Attention: Jerry Tollefsen
Phone: (305) 919-9400
Fax: (305) 919-9590
E-mail:jtollefsen@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 and any subsequent Work Order. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as specified in the applicable Work Order. 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, or a change to the applicable Work Order by the County.

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

ARTICLE 8. PRICING

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

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement and any subsequent Work Order, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County at the end of each month, for the previous month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, 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 (45) 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 Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

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

Miami-Dade County
PortMiami
1015 North American Way, 2nd Floor
Miami, Florida 33132
Attention: Danny Ball

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 Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

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

2. Commercial General 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 Services, in an amount not less than $1,000,000 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 "A-" as to management, and no less than "Class VII" as to financial strength 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 Financial Services 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.

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. If the insurance certificate is received within the specified timeframe 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 ensuring 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 agrees to execute and deliver to the County a Performance and Payment Bond, prepared on the applicable bond form(s) (see Appendix E). The Performance and Payment Bond Form, provided by the County, shall be the only acceptable form for these bonds. The Bond(s), in the amount of 10% of the Contract annual Work Order amount, shall be delivered to the County within 15 calendar days after formal notice from the County. If the Contractor fails to deliver the payment and performance bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the contractor shall surrender its offer guaranty/bid bond, and the County shall not accept any offer from that Contractor for a twelve-month period following such default. The following specifications shall apply to any bond provided:

Surety Bond Qualifications:

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 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 comply with 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 Mayor 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 Mayor'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 Mayor within 10 days of the occurrence, event or act out of which the dispute arises.

e) The County Mayor 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 Mayor 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 Mayor 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 Mayor 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 Mayor, 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 appendices 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 Section 2-481 of the Miami-Dade County Code, 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 in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County 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 and any subsequent Work Order, 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.

d) In addition to cancellation or termination as otherwise provided in this Agreement, or any subsequent Work Order, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.

e) In the event that the County exercises its right to terminate this Agreement, or any subsequent Work Order, 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 non-cancelable 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

f) In the event that the County exercises its right to terminate this Agreement, or any subsequent Work Order, 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 or applicable Work Order up to the Effective Termination Date; and

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

g) 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 or any subsequent Work

Order 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 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 the terms of this Agreement or any subsequent Work Order. 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 timeframe, the County may:

i. treat such failure as a repudiation of this Agreement or any subsequent Work Order; and

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 or any subsequent Work Order 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 and/or any subsequent Work Order 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 re-procurement 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. FAILURE TO PERFORM (Liquidated Damages)

The Contractor shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. The County, at its sole discretion, will determine the damages arising from such failure. The County Project Manager's or designee's assessment of all liquidated damages will be final. The County will accomplish this by deducting the amount of the liquidated damages from subsequent payments due for service rendered by the Contractor. Repeated violations or patterns of violations will result in a doubling or tripling of the amount of liquidated damages. Subsequent violations will result in the Contractor non-performance. Any of these violations may result in Contractor's personnel being removed from the post and/or any Contract as a result of this Solicitation, at the request of the County Project Manager or designee.

- The 1st infraction may result in liquidated damages of $100.00.
- The 2nd infraction may result in liquidated damages of $200.00.
- The 3rd and subsequent infractions may result in liquidated damages of $300.00;

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

Notes:

a) Unless it is determined by the County Project Manager that it is a special violation, in which case, the 1st infraction will result in liquidated damages of $500.00, the 2nd infraction $1000.00, and the 3rd infraction $1500.00.

b) Refer to Appendix A, Section 2.10, Penalties and Deductions, for a list of major and

minor incidences, and the applicable fines.

A written notice of a violation and intent to impose liquidated damages shall be provided to the Contractor in the form of an Infraction Report. Infraction Reports shall be issued to the Contractor promptly by the County 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 shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.

b) 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 copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

c) 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.

d) 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).

e) 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.

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 with 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/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, 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 Ethics 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 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 3-38; (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 and/or any subsequent Work Order, 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 without regard to 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 a 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 award 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 Section 2-8.10 of the Miami-Dade County Code, 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 three (3) business 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 Miami-Dade County Ordinance 99-44 apply to this Contract. The Contractor hereby agrees to comply with the provisions of Ordinance 99-44 as presented in the Supplemental General Condition (Attachment 1), and acknowledges awareness of the penalties for non-compliance.

ARTICLE 43. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at https://iapps.southfloridaworkforce.com/firstsource/.

ARTICLE 44. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

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

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

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

ARTICLE 45. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be

required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 46. 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: Carlos A. Gimenez
Title: CEO	Title: Mayor
Date: JAN 21 2014	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
CAMILLE A. FLORES Commission # DD 985942 My Commission Expires April 26, 2014	_____ Assistant County Attorney

Appendix A
Scope of Services

1. Background

PortMiami is among America's busiest ports and is recognized throughout the world with the dual distinction of the Cruise Capital of the World and the Cargo Gateway of the Americas. PortMiami is home to the world's most distinguished cruise lines; nearly 4 million cruise passengers traveled through the Port in FY 2012, as well as 8.1 million tons and 807,000 TEUs (twenty-foot equivalent units) of cargo. The commercial trade contributes approximately $27 billion annually to the South Florida economy and helps provide direct and indirect employment of 207,000 jobs. PortMiami's primary goal is to promote growth in both the cruise and cargo industries in the County. PortMiami is recognized world-wide as an innovative leader in safety and security, and was recently recognized by the Florida Department of Law Enforcement, as one of Florida's most-secure ports. For more about the Port, visit the Port's website at http://www.miamidade.gov/portofmiami.

The County has established the PortMiami Security Guard and Screening Services Pool (the Pool) of qualified security firms to provide an acceptable level of security guard service to various cruise terminals, through unarmed, uniformed security personnel, at a competitive price. PortMiami, via awarded security guard firms through the Pool, will provide security guard services which include, but are not limited to a) terminal access control, b) screening of passengers and their bags, c) screening of vessel provisioning using canine services, and d) optional security guard services for PortMiami. The County may at any time, perform unannounced inspections to the terminals and any office space/areas, at PortMiami, utilized by the Contractor, for the purpose of providing service to the County. Pool members will propose on requests for security service through Work Order Proposal Requests (WOPR), issued by the Internal Services Department (ISD), Procurement Management, on behalf of PortMiami.

2. Work Order Process

A. Structure of Pool

This may be updated periodically to reflect new County requirements, and will be supplemented, upon project award, by individual Work Orders specifying project scopes, price and plan of action, for providing the services to the cruise lines requesting the security guard services. Selection into the Pool does not guarantee work and does not provide for exclusive rights to provide these services to the County.

At the County's discretion, Pool members may be dropped from the Pool for poor performance, being in arrears in obligations to the County, and any other reason specified by County policies and procedures.

B. Assignment of Terminals

Membership in the Pool is a prerequisite for having an opportunity to submit proposals and obtain work through this Pool. When a request for security guard services arises, the County will provide Pool members with information regarding the selection process and response requirements, to include written proposals and potentially oral presentations. Recommendations for competitive awards will be made generally based on quality and/or price. The County reserves the right to establish an alternate, streamlined method for assigning Terminals.

Security guard and screening services requests will include potentially any Cruise Line at the Port. Services through the Pool will be offered to all cruise lines at the Port, and may be utilized by PortMiami as needed. Cruise lines requesting the services from the County, will use the Pool, except for cause as approved by the County.

C. Award

The County reserves the right to enter into negotiations, for individual Work Orders, with the recommended Contractor(s). If the County and the recommended Contractor cannot negotiate a successful agreement, the County may terminate said negotiations and begin negotiations with the next

highest ranked Contractor. No Pool member shall have any rights against the County, arising from such negotiations.

D. Award of Additional Services
The County reserves the right to award additional services for, and updates to, a previously awarded Work Order to the same Pool member that was awarded the original Work Order.

3 Minimum Qualification Requirement

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

4. Requirements and Services to be Provided

A. Requirements Prior to Notice-To-Proceed
PortMiami will issue a Notice-To-Proceed (NTP) on a Work Order by Work Order basis, with the general requirements listed herein, after the Contractor has met the following requirements. The Contractor shall commence work upon issuance of a NTP by the County.

The Contractor shall:

1. Have a local management office, located within Miami-Dade County, to afford the County easy access to inspect records and logs. The County reserves the right to inspect the office at any time. This location will provide centralized dispatching service manned by experienced security personnel. A mobile transmitter/receiver, operated by field personnel, will not be considered sufficient to adequately provide such service. Contractor's key personnel, who have the authority to take immediate action on behalf of the Contractor, shall be available at the local office. The dispatcher on duty shall be available for contact by "local" telephone call and 2-way radio from the Port at all times.

Note: The County will not provide office space for the Contractor(s) at PortMiami.

2. Execute and deliver to the County, prior to the issuance of a NTP, a Performance and Payment Bond in the amount of 10% of the total agreed upon annual Work Order price. A separate bond for each cruise terminal and/or PortMiami Work Order, shall be prepared on the applicable County bond forms.

3. Maintain the Insurance requirements as specified in Article 10 of the Contract.

4. Provide all necessary permits, licenses and certificates for Contractor, Contractor's Security Project Manager and Security personnel, that will be assigned to the Contract, and comply with all applicable federal, state and municipal laws. The security personnel requirements are specified in Section 6.

5. Have a communication system that meets the requirements as specified in Section 7(A). 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, prior to the issuance of the 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.

6. Provide a Quality Assurance Plan (QAP), to assure that the requirements of the Services are met. The QAP shall be approved by the County Project Manager before the NTP is issued by the County. Changes to the QAP, shall be submitted to the County Project Manager or designee, for approval, as they are made. The QAP shall include, but not be limited to the following:

i. Inspection System
The inspection system shall identify the activities to be inspected on a scheduled and/or an unscheduled basis, how often and in what manner the inspections will be accomplished, and the name and rank of security personnel who will perform the inspections.

The ***minimum*** number of inspections by off-site supervisors or management-level personnel shall be once per shift. Hourly communication checks will be made during the operating hours. Failure to make contact with a security guard by telephone and radio shall require a supervisor to immediately conduct an on-site inspection to confirm that the Terminals or guard posts at the Port are manned. In the case of complaints or evidence of improper behavior, the inspection frequency shall be increased to half-hour communication checks, at the request of the County Project Manager or designee. These inspections are vital to the operation of the guard system. The visiting inspector shall observe the guard on duty, inspect the facilities and post records and shall sign the post log book to document inspections.

ii. Corrective Action Procedures
The Contractor's corrective action procedures shall cover standard operating procedures to be used by the Contractor to respond to, and correct deficiencies in services, which have been identified by either the Contractor or the County.

7. Provide sufficient training to security personnel in:

   i. Basic security guard duties, including but not limited to, report writing, safety and fire prevention, patrol methods, police authority and jurisdiction, identification, and other security matters prior to duty assignment.
   ii. The specific post orders and procedures for the security guard services. This training shall take place prior to NTP, and prior to the security guard commencing the services required herein.

8. Conduct an on-site and in-depth review, with the County Project Manager, of the total contract requirements covering the following:

   i. Policy and specific procedures for responding to an emergency,
   ii. Proposed security personnel eligibility documentation,
   iii. Proposed security personnel training procedures,
   iv. Post Orders,
   v. Communication system, and
   vi. Inspection system and corrective action procedures.

B. General Requirements
The Contractor shall:

1. Provide the Facility Security Officer with a Declaration of Security that addresses the security requirements, required by the USCG for each Vessel call at the Terminal for which Contractor shall provide security guard services.

2. Post orders at each Terminal, and at the designated posts at the Port. All security personnel 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 Project Manager prior to posting.

3. Meet with the appropriate Port security officers and/or appropriate employees of any of cruise lines operating at the Port, prior to arrival of any cruise Vessel that may call at the Terminal, and meet

with the relevant Vessel security officers upon arrival of the Vessel to ensure that the Terminals are secure.

4. Furnish adequate management, supervision, manpower, equipment, supplies, etc. necessary to provide security services at the Port, as described herein.

5. Update and submit the existing Facility Security Plan (FSP) to, and seeking its approval by, the United States Coast Guard (USCG). The FSP shall include at a minimum:
   i. Security Administration: Managerial and supervisory staffing levels,
   ii. Authority and decision making capacity of key personnel,
   iii. Personnel Training,
   iv. Coverage of unscheduled post vacancies, short-term post, and shift changes,
   v. Drills and exercises
   vi. Records and documentation
   vii Procedures for interfacing with Vessels
   vii. Responses to Change in Maritime Security (MARSEC) Levels
   viii. Declaration of Security
   ix. Communications
   x. Security Systems and equipment quantity and maintenance
   xi. Security measures for access control, restricted areas, handling baggage, and monitoring
   xii. Security incident procedures
   xiii. Audits and security plan amendments

   Notes: The existing FSP is on file with the Port and has been approved by the USCG. The FSP will be made available at the time of NTP, and upon the Contractor signing a non-disclosure statement.

6. Ensure that the services furnished are in conformity with practices which are generally current in the security industry. Contractor's responsibility is limited to providing physical security services, and shall not warrant that the services furnished will prevent loss.

7. Conduct periodic security drills at the Port (once every quarter), in addition to an annual emergency drill exercise (frequency cannot exceed more than eighteen months).

8. Issue uniforms to each employee performing security guard services who shall always present a clean, neat, professional appearance. Uniforms shall be 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 (refer to Section 7, for Uniform Requirements). The cost of uniforms, as further described herein, shall be the responsibility of the Contractor.

9. Issue to each employee performing the security guard services herein, the Transportation Worker Identification Credential (TWIC). Said credentials shall be displayed while on duty at all times, and shall be maintained by security personnel. All employees assigned must also be issued a valid company badge, valid State of Florida "D" License, and valid Port identification. The company badge shall include a laminated employee photograph, employee number, physical description, employee title, and company name.

   Notes: a) TWIC is a vital security measure that will ensure individuals who pose a threat, do not gain unescorted access to secure areas of the nation's maritime transportation system. TWIC was established by Congress through the Maritime Transportation Security Act (MTSA) and is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. TWICs are tamper-resistant biometric credentials that will be issued to workers who require unescorted access to secure areas of ports, Vessels and outer continental shelf facilities, and all credentialed merchant mariners. b) The cost of the TWIC is $129.75, and the Port identification badge is of no charge to permitted vendors. The credentials are valid for five years. The cost to renew the TWIC is $60.00, and is valid for three years.

10. Coordinate with the County Project Manager to ensure security checkpoints and screening areas are functional and utilized in an efficient manner. The Contractor shall provide services at security checkpoints and screening areas including but not limited to the following:

    i. Terminal access control for passengers, crewmembers, vendors, contractors or other cruise lines' employees or guests;
    ii. A listing of all persons who visited the Terminal or Vessel during the Vessel's call, excluding crew and passengers;
    iii. Screening of passengers, crew, vendors, contractors, or other cruise line employees or guests accessing the Vessel via the gangway for prohibited items including, but not limited to, those items set forth in a list to be provided by the Port or its designee, using security equipment, as specified in Section 7;
    iv. Screening of all passenger baggage for prohibited items including, but not limited to, those items set forth in a list to be provided by the County Project Manager or designee, using the Security Equipment;
    v. Screening of Vessel provisions using K-9 services trained/certified in accordance with applicable laws and regulations, and the approved FSP; and
    vi. Such other reasonable additional security measures as may be requested based on particular security concerns, by the County, a cruise line's director of security and surveillance, or a Vessel's security officer.

5. Optional Services to be Provided at PortMiami

The County reserves the right to utilize the Pool to provide security guard and screening services for PortMiami, as needed, to complement existing PortMiami security personnel. The Scope of Services would be developed on a Work Order by Work Order basis.

6. Security Personnel Requirements, Qualifications, and Standards

A. Security Personnel Requirements

The Contractor shall provide security personnel of the type and quantity as determined by the FSP, the operational needs, and for the purposes specified herein.

The Contractor shall:

1. Designate a minimum of one appropriately licensed individual to act as Security Manager, directing the activities of the Class "D" employees, who will provide the Services herein.

2. Provide sufficient Security Supervisors with which to inspect the Terminals or guard posts at least once per shift, during the hours of operations.

3. Provide the following essential personnel:

    i. Facility Security Officers (FSO), who shall be the direct report of the Contractor's Terminal Security Officer (see ii below). Contractor shall assign at least one FSO for each day a Vessel calls at the Port. The FSO's responsibilities shall include a) on-site training and work direction, b) remaining in instant communication with the Contractor's control center, and c) observing the condition and performance of the security guards, the condition of the post, the post environment and level of activity.
    ii. Terminal Security Officers (TSO) who shall be responsible for supervision of shore-side security operations for the Terminals on days of operations. The Contractor shall assign a TSO for each Terminal for which the Contractor is providing security guard services.
    iii. Security Supervisors who shall be responsible for different (smaller) areas for the Terminals on days of operations and report to the TSO.
    iv. Screener/A-Pass Operator, who shall be responsible for terminal access controls, screening of persons and baggage as specified in Section 5. The Screener shall be responsible for the

calibration of the X-Ray machine, walk through metal detectors, and hand held detectors. A-Pass Operator shall swipe the traveler's "sail and sign" card to verify access to the Vessel. Depending on the Cruise Line, Screener/A-Pass shall have advanced training in the use of screening equipment and search procedures.

v. Maritime Security Officer (MSO) who shall be responsible for providing access control to the Terminals. Maritime Security Officers shall have the required training in the maritime field for basic maritime security functions, with advanced training in the use of screening equipment and search procedures.

B. Security Personnel Qualifications and Standards

To be eligible to perform security guard services requested herein, all levels of security personnel shall be a minimum of 21 years of age, and meet the following qualifications and standards regarding education, background, experience, health and citizenship, as established in this section, unless specifically and individually waived in writing by the County Project Manager or designee.

1. Licensing-Certification: The security personnel shall be licensed by the state of Florida with a "D" license, pursuant to Florida Statute 493. All officers shall maintain this requirement at all times while providing this Service to the County. Any person directing the activities of licensed Security Officers shall also meet the licensing requirements, per Florida Statute 493.6303, and possess a Class "MB" license and a Class "M" license, if applicable.

   Note: Any security personnel, whose license has been revoked, suspended or expired for one year or longer is considered, upon reapplication for a license, an initial applicant and must possess a Class "D" License, which contains the picture of the license holder before he/she can work at the Port.

2. Citizenship Status: The security personnel 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. The County reserves the right to perform checks to verify the above information.

3. English Language Literacy Requirements: The security personnel shall be fully literate (i.e., read and write) in the English language and be able to clearly speak English. Oral command of English must be sufficient to permit full communication, even in times of stress. No exceptions to this requirement will be allowed.

4. Educational Background and Experience: The security personnel working at the post shall possess, at a minimum, a high school diploma or certified equivalency diploma (GED) from a United States accredited and verifiable institution. All unverifiable diplomas shall be translated to determine if the diploma can be converted to a United States GED. All personnel to perform security guard services, shall be fully trained in the requirements of the service, and meet all contract requirements prior to reporting for duty. Personnel must have knowledge, through training or equivalent job experience, in the following:

   i. Current security threats and patterns;
   ii. Recognition and detection of dangerous substances and devices;
   iii. Recognition of characteristics and behavioral patterns of persons who are likely to threaten security;
   iv. Techniques used to circumvent security measures;
   v. Crowd management and control techniques;
   vi. Security related communications;
   vii. Knowledge of emergency procedures and contingency plans;
   viii. Operation, testing, calibration, and maintenance of security equipment and systems;

ix. Inspection, control, and monitoring techniques;
x. Relevant provisions of the Facility Security Plan (FSP);
xi. Methods of physical screening of persons, personal effects, baggage, cargo, and Vessel stores; and
xii. The meaning and the consequential requirements of the different Maritime Security (MARSEC) Levels.

5. Medical Test and Health Requirements: The security personnel shall successfully complete a medical examination, to be conducted at the Contractor's expense prior to duty assignment or as required for reasonable cause by the County. The results of the medical examination shall demonstrate that the employee shall:
   i. Be in good general health, without physical defects or abnormalities which would interfere with the performance of duties;
   ii. Be free from any communicable disease;
   iii. Possess binocular vision, correctable to 20/20 (Snellen);
   iv. Be drug free;
   v. Not be colorblind; and
   vi. Be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without benefit of artificial hearing devices.

6. Criminal Background Checks: The security personnel shall pass an extensive background investigation, which includes a) two years employment history check and b) mandatory state and national criminal history background check and a fingerprint check with the federal Bureau of Investigation, to be completed prior to providing service to the County. All security officers shall pass the mandatory Florida Department of Law Enforcement (FDLE) and national background check, 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. Security personnel shall also pass an extensive mandatory background investigation in accordance with Florida Statute 311.12 which includes a fingerprint-based National Crime Information Center (NCIC)/Federal Citizen Information Center (FCIC) background check via FDLE. Both of the aforementioned background checks are done by the Transportation Worker Identification Credential, and the State of Florida, Division of Licensing, upon issuance of the Security "D" License.

   Notes:
   a) The NCIC and FCIC are conducted by the Division of Licensing and a list of disqualifiers is noted in the Florida Statue 493.6108 and an additional background check is conducted for ALL security personnel when they apply for their TWIC. The TWIC is required for ALL security officers to work in the Port.
   b) The Contractor may obtain these background checks from a private source, or may select to utilize the services of Miami-Dade County Employment Relations Department at the established cost of the requested service. The Contractor shall assume all related cost.

7. Equipment and Uniform Requirements

A. Equipment Requirements

The Contractor shall:

a) Be solely responsible for delivery, installation, modifications, calibration, repairs and maintenance of the security equipment, required to perform the Services. Security equipment shall be fully operational at all times during embarkation of a Vessel. In the event of a breakdown or malfunction of any of the security equipment, Contractor shall: a) promptly use alternative screening methods complying with applicable law and regulations; and b) arrange for repair or replacement of such equipment before the next embarkation period. If any security equipment is replaced, the replacement security equipment shall be of equivalent or better capability than the Security

Equipment it replaced. Equipment specifications shall meet industry standards. The County will arrange for all necessary electrical sources.

b) Provide security equipment of the type and quantity specified herein or of an equal substitute:
   i. Passenger carried baggage X-Ray;
   ii. Passenger WTMD; and
   iii. Checked baggage X-Ray.

   Note: Equipment quantities shall be determined by the FSP and operational needs. On a Work Order by Work Order basis, the County will determine the quantity, and if the terminals are already equipped with applicable equipment, the equipment may be leased to the Contractor by the Cruise line.

a) Provide two-way handheld radios (walkie-talkie) to on-duty security personnel. Hand-held radios, licenses for use by the Federal Communications Commission, are required at all Terminals. In addition, one hand-held radio shall be issued by the Contractor, to the Port (at no additional charge), at the discretion of the County Project Manager (additional radios may be requested). The County will be the sole judge of the adequacy of radio communication.

B. Uniform Requirements (per Florida Statute 493)

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

During warm weather months, the County may, at its discretion, permit work without a tie or hat (outdoors only). Every security guard shall be neatly, cleanly, and uniformly garbed during duty hours. Failure to obey uniform regulations will result in penalty deductions to the Contractor by the County, and possible County request to remove the employee from duty at the Terminals. Standard Uniform for all levels of Security Officers and Security Officer's Supervisor shall include:

- Trousers, all-season weight;
- Shirt/blouse, short or long sleeve;
- Tie;
- Cap;
- Belt – solid black;
- Duty Belt;
- Socks – solid black;
- Shoes – solid black Uniform shoes, no high heels, no platform shoes and no sneakers or tennis shoes;
- Shoulder patches to indicate the name of the Contractor sewn on both shoulders of the uniform jacket and shirt. No other identification of the Contractor shall be worn or displayed on the uniform except hats;
- Nametags to be worn centered and aligned at the top of the right shirt pocket; and
- Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, are required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each Security Officer, and marked with Contractor's identification, logo or name, or an insignia.

8. **Work Practices, Standards, and Duties**

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. Each security personnel shall adhere to standards of behavior that reflect credit on himself/herself, the Contractor, and the County.

B. Personal Appearance of Guards: A favorable image is a major asset to a protective force. Therefore, a security guard's attitude, courtesy and job knowledge, which are influential in creating this favorable image as is the appearance of the security guard's uniform, shall be monitored by the Contractor, as necessary, to promote a favorable image.

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

i. 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.

ii. Relief: The duties of the security guard post require that the security personnel not leave his/her post until properly relieved.

iii. Starting and Stopping Work: All security personnel 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 tour of duty or until relieved.

D. Deviation from Prescribed Schedule: The Contractor shall authorize its security personnel to deviate from prescribed schedules only when unusual or emergency conditions exist. Such deviations and the reasons are to be recorded in the daily log.

E. Recording Presence: The Contractor's security personnel 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. Security personnel's 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.

F. Post Orders: Post Orders define the basic work to be performed by Security/Screening Officers at the Port, in accordance with FSP and 311.12. Post orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All Security/Screening Officers shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Once established, the Contractor shall assure that yearly updated copies are available to Security/Screening Officers. The Contractor shall check each post quarterly for updated Post Orders. Failure to have current Post Orders on site may result in the penalties for vendor non-performance (refer to Section 10, Penalties and deductions). No deviations from the post orders shall be made except for emergencies. All orders (initial or revised) shall be approved by the County Project Manager in writing. Such changes shall not require modification to the contract, but may require amendment to the FSP.

G. Reports, Records and Desk Book: An "Officer's Desk Book" shall be maintained at the guard post and shall contain complete duty instructions for manning the guard 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. The Contractor shall provide these reports to the County upon request by the County Project Manager.

H. Emergency Assistance: In the event of an emergency or unusual occurrence affecting the interest of the County and/or community, the Contractor's employee shall summon appropriate assistance as may be required, such as the local fire and/or police departments, and immediately notify appropriate County officials. The "Emergency Call Numbers List," filed in the Officer's Desk Book, lists key persons to be contacted.

I. Lost and Found: The Contractor's security personnel shall receive and safely store lost and found articles pending return to owner, or for other appropriate disposal as determined by the County.

J. Hazardous Conditions: The Contractor's security personnel shall report daily to County Project Manager, in accordance with procedures in the Officer's Desk Book, potentially hazardous conditions and items in need of repair.

K. Document Submittal: The Contractor shall keep in their files, and be available for inspection, the following documents for each security personnel assigned to Terminal, prior to his/her start of work under any agreement as a result of this Solicitation.

i. Urinalysis Reports (by outside agency within past 60 days)
ii. Training Certification
iii. Proof of Minimum Education Requirements
iv. Licenses
v. Proof of citizenship or work permit or INS I-9 certification

L. Removal from Duty: If the County's Project Manager or his designee receives disqualifying information on a Contractor's security personnel, the Project Manager will request that the Contractor immediately remove said employee from providing services herein, and to the County. The Contractor must comply with all such requests.

i. Suitability: The Contractor's security personnel 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) possession of a record of arrest for continuing offenses, or c) falsification of information submitted for suitability check.

ii. Unfitness for Duty: The Contractor shall immediately remove any security personnel from providing services herein, and to the County, should it be determined by the County Project Manager or designee that such individual(s) assigned to duty have been disqualified for either suitability or security reasons, or who are found to be unfit for performing guard duties during their shifts. 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 work site.
- 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 proper identification or registration on persons.
- Use of County telephones for purposes other than to report to supervisors or to report emergencies.

M. Removal or Approval for Contract: The County may reject any proposed Security Officer/Supervisor/Contractor Field Supervisor as deemed in the County's best interest. The County reserves the right to have the Contractor relieve any employee of the Contractor from a duty assignment, and/or bar the employee from further service under the Contract at the discretion of the County Project Manager or designee.

N. Replacement Employees: The Contractor shall provide the training outlined herein to each replacement employee prior to his/her start of work at the Terminals. Emergency relief security personnel shall be previously trained and approved.

O. 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 individual untrained or unqualified guard to a period not-to-exceed a cumulative total of 68 hours.

9. Compliance

The Contractor shall be compliant with the following:

a) Relevant requirements of the FSP;
b) Requirements of the MTSA of 2002, as amended, and its related regulations;
c) Section 311, Florida Statutes, as amended, and any related regulations (collectively, the "FTSA");

10. Fines and Deductions

The following fines for nonperformance or unsatisfactory performance may be imposed by the County against the Contractor:

A. Major Infractions: Any major infractions, as determined by the County's Project Manager or his designee, may result in a non-negotiable fine of up to $100.00 per incident. Major infractions are defined as:

- Failure to have current post orders on site.
- Failure to provide security guard coverage.
- Failure to provide specified inspections.
- Security guard employee sleeping on duty.
- Security guard employee working under the influence of drugs or alcohol.
- Security guard employee 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 a security guard employee.
- Refusing to render assistance or cooperate with the purposes of the security program.
- Disorderly conduct, use of abusive or offensive language, intimidation by words or action, or fighting.
- A security guard working over 16 consecutive hours at guard post.

B. Minor Infractions: Any minor infraction, as determined by the County's Project Manager or his designee, may result in a $50.00 fine per incident. Minor infractions are defined as:

- Security guard employee with improper uniform or unsatisfactory appearance.
- Failure to make prescribed communication checks.

- Failure to post company-supplied nameplate.
- Failure to properly equip security officer.
- Security guard employee conducting personal affairs while on duty.

The deduction schedule will be applied separately to each documented violation. All compliance deductions will be applied by the County to the monthly invoice.

11. Compensation

The Contractor shall provide compensation equal to or exceeding the Living Wage benefits, as specified in Appendix D, Supplemental General Conditions, Living Wage Ordinance (ord. No. 99-44).

A. Hourly Wage

Security guards shall be paid a minimum of $12.23 per hour for a forty-hour workweek excluding other fringe benefits. Security guards and supervisors shall receive at least an additional $1.78 per hour of compensation, or such amount that it may be increased to as per the Living Wage Ordinance, either as hourly wages or medical benefits, the details of which are specified in Appendix C. The Contractor shall provide to the County a schedule of wages, incentives and benefits for each employee providing the security guard services requested herein. Note: Living Wage rates above are effective October 1, 2013 through September 30, 2014.

B. Overtime

The County will **not** pay an overtime rate. The Contractor shall:

a) Pay the employee for additional hours, on an overtime basis, equal to one and one-half times the hourly rate for all hours in excess of 40 hours per week. This includes instances when overtime is caused by special request of the County or by Force Majeure. Each occurrence for overtime will require an individual waiver provided by the County Project Manager or designee.
b) Pay overtime rate for all man hours over 10 hours of service in any 24 hour period.
c) Pay employees the overtime rate for the eight holidays (New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day), if service is provided.

To ensure personnel safety and to prevent fatigue or other unsafe conditions, personnel shall not work in excess of 68 hours per week, unless specifically approved by the Contractor's Project Manager and the County Project Manager or designee.

Note: Ship calls are approximately 12-13 hours. If a ship is delayed, PortMiami is notified in advance, allowing for change in shift or security personnel, therefore, no overtime should be incurred.

C. Fringe Benefits

The Contractor shall use full-time employees, who shall be entitled to all fringe benefits normally received in established security service companies.

12. Progress Meetings

The County may hold periodic 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 services provided by the Contractor. The County Project Manager or designee reserves the right to call meetings at any time by notifying Contractor. The Contractor's Project Manager or other appropriate person, as requested by the County, shall be present at all meetings scheduled by the County Project Manager or designee unless specifically waived by the County Project Manager or designee. In emergency cases, advanced notice is not required.

Appendix B
Price Schedule

Prices shown below is the maximum hourly rates for providing the services as stated in Appendix A, Scope of Services, Appendix A, for the term of the contract, including any option or extension periods, in accordance with the following:

Personnel/K-9	Maximum Hourly Rates
Terminal Security Officer	$26.00
Maritime Security Officer	$20.46
Facility Security Officer	$29.59
Screener/A-Pass/Operator	$21.54
Security Officer Supervisor	$24.92
K-9 @ 2 units per shift	$70.00
Personnel	**Maximum Annual Rate**
Project Manager	$85,000

Notes:

1. The above rates are the maximum amounts the Contractor may propose in any Work Order Proposal Requests, except as increased by Living Wage pursuant to Article 8 in the Contract. Yearly percentage increase in the living wages may be applied to the classifications that are billed to the County at hourly rates. Living Wage increases may be negotiated.
2. The above rates include all costs such as, full compensation for labor, equipment, equipment use, 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.
3. Notwithstanding the rates above, Work Orders may be awarded on a per passenger basis or any other pricing structure pursuant to the applicable Work Order for each individual cruise line.
4. The County **will not** pay an overtime rate. It is the Contractor's responsibility to factor this rate and incorporate in Work Order Price Schedules.
5. Notwithstanding the maximum 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 assessed as liquidated damages.
6. The County reserves the right to negotiate the final terms, conditions, and pricing of any Work Order, as may be in the best interest of the County.

APPENDIX C
HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement by and between the Miami-Dade County, Florida ("County"), and _____, Business Associate ("Associate").

RECITALS

A. As part of the Agreement, it is necessary for the County to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").

B. County and Associate intend to protect the privacy and provide for the security of PHI, including but not limited to, ePHI, disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to the Agreement, the parties agree as follows:

1. Definitions. Terms used, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Sections 160.103, 164.304 and 164.501.

a. "Business Associate" shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

b. "Covered Entity" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

d. "Electronic Protected Health Information" or "ePHI" means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

e. "Electronic Media" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 160.103.

f. "Security incident" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 164.304.

2. Obligations of Associate.

a. Permitted Uses and Disclosures. Associate may use and/or disclose PHI received by Associate pursuant to the Agreement ("County's PHI") solely in accordance with the specifications set forth in the Scope of Services, Appendix A. In the event of any conflict between this Addendum and Appendix A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]

b. Nondisclosure. Associate shall not use or further disclose County's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii)(A)]

c. Safeguards. Associate shall use appropriate safeguards to prevent use or disclosure of County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the County. [45 CFR § 164.314(a)(2)(i)(A)] County has at its sole discretion, the option to audit and inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).

d. Reporting of Disclosures. Associate shall report to the County's Project Manager, any use or disclosure of the County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)] Associate shall report to the County through the County's Project Manager, any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]

e. Associate's Agents. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) the County, agrees in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the County, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)] In no case may Associate's Agents reside and operate outside of the United States.

f. Documentation of Disclosures. Associate agrees to document disclosures of the County's PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide the County or an individual, in a time and manner designated by the County, information collected in accordance with the Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528]

g. Availability of Information to County. Associate shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for, disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)]

h. Amendment of PHI. Associate shall make the County's PHI available to the County as may be required to fulfill the County's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by the County, incorporate any amendments to the County's PHI into copies of such PHI maintained by Associate, and in the time and manner designated by the County. [45 CFR § 164.504(e)(2)(ii)(F)]

i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the County or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(ii)(H) and 45 CFR Part 64, Subpart C.]

j. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the County's PHI by Associate in violation of the requirements of this Addendum.

k. Associate's Insurance. Associate agrees to maintain the insurance coverage provided in the Agreement.

l. Notification of Breach. Associate shall notify the County within twenty-four (24) hours, and shall provide written notice no later than forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

m. Expenses. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.

n. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Associate and the County and are intended only for their benefit. Neither Associate nor the County intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party nor shall any other third party have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

3. Audits, Inspection and Enforcement. From time to time, after reasonable notice, upon any breach of this Addendum by Associate, the County may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of this Addendum and shall certify the same to the County in writing. The fact that the County inspects, or fails to utilize its right to inspect, Associate's facilities, systems, books, records, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does the County's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate to remedy such breach, constitute acceptance of such practice or a waiver of the County's enforcement rights under this Addendum.

4. Termination.

a. Material Breach. A breach by Associate of any provision of this Addendum, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by the County. [45 CFR § 164.504(e)(3) and 45 CFR § 164.314(a)(2)(i)(D)]

b. Termination for Cause - Reasonable Steps to Cure Breach. If the County recognizes a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Agreement pursuant to Section 4a, above, the County may provide an opportunity for Associate to end the violation or cure the breach within five (5) days, or other cure period as may be specified in the Agreement. If Associate does not cure the breach or end the violation within the time period provided, the County may immediately terminate the Agreement.

c. Judicial or Administrative Proceedings. The County may terminate the Agreement, effective immediately, if (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations (or other security or privacy law) is made in any administrative or civil proceeding.

d. Effect of Termination. Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the County all PHI, including but not limited to ePHI, received from the County (or created or received by Associate on behalf of the County) that Associate still maintains in any form. This provision shall also apply to County PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if return or destruction is not feasible, Associate shall provide to the County notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information,

and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(I)]

5. **Indemnification.** Associate shall indemnify and hold harmless the County and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, trustees, 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 Addendum by Associate or its employees, agents, servants, partners, principals, or subcontractors. Associate 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 any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of the Agreement.

6. **Limitation of Liability.** Nothing in this Addendum shall be construed to affect or limit the County's sovereign immunity as set forth in Florida Statutes, Section 768.28.

7. **Amendment.**

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to the security and privacy of PHI, including electronic data, are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the County's request, Associate agrees to promptly enter into an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The County, in addition to any other remedies including specific performance, may terminate the Agreement upon five [5] days' written notice in the event Associate does not enter into said amendment to the Agreement providing assurances regarding the safeguarding of PHI that the County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of the HIPAA laws.

8. **Assistance in Litigation or Administrative Proceedings.** Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to the County at the County's convenience upon reasonable notice, at no cost to the County, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

9. **Effect on Agreement.** Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect. In the event of any conflict between this Addendum and Agreement, this Addendum shall control.

10. **Interpretation.** This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and applicable Florida laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

11. **Jurisdiction**. Any litigation between the parties regarding the terms of this Addendum shall take place in Miami-Dade County, Florida.

APPENDIX C
HIPAA BUSINESS ASSOCIATE ADDENDUM

This HIPAA Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement by and between the Miami-Dade County, Florida ("County"), and _____, Business Associate ("Associate").

RECITALS

A. As part of the Agreement, it is necessary for the County to disclose certain information ("Information") to Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI").

B. County and Associate intend to protect the privacy and provide for the security of PHI, including but not limited to, ePHI, disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. The purpose of this Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Sections 164.308(b), 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR"), as the same may be amended from time to time.

In consideration of the mutual promises below and the exchange of information pursuant to the Agreement, the parties agree as follows:

1. Definitions. Terms used, but not otherwise defined, shall have the same meaning as those terms in 45 CFR Sections 160.103, 164.304 and 164.501.

a. "Business Associate" shall have the meaning given to such term under the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

b. "Covered Entity" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103.

c. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

d. "Electronic Protected Health Information" or "ePHI" means any information that is transmitted or maintained in electronic media: (i) that relates to the past, present or future physical or mental condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual. and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 160.103. [45 CFR Parts 160, 162 and 164]

e. "Electronic Media" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 160.103.

f. "Security incident" shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including but not limited to, 45 CFR Section 164.304.

2. Obligations of Associate.

a. Permitted Uses and Disclosures. Associate may use and/or disclose PHI received by Associate pursuant to the Agreement ("County's PHI") solely in accordance with the specifications set forth in the Scope of Services, Appendix A. In the event of any conflict between this Addendum and Appendix A, this Addendum shall control. [45 CFR § 164.504(e)(2)(i)]

b. Nondisclosure. Associate shall not use or further disclose County's PHI other than as permitted or required by law. [45 CFR § 164.504(e)(2)(ii)(A)]

c. Safeguards. Associate shall use appropriate safeguards to prevent use or disclosure of County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(B)] Associate shall maintain a comprehensive written information security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities. Appropriate safeguards used by Associate shall protect the confidentiality, integrity, and availability of the PHI and ePHI that is created, received, maintained, or transmitted on behalf of the County. [45 CFR § 164.314(a)(2)(i)(A)] County has at its sole discretion, the option to audit and inspect, the Associate's safeguards at any time during the life of the Agreement, upon reasonable notice being given to Associate for production of documents and coordination of inspection(s).

d. Reporting of Disclosures. Associate shall report to the County's Project Manager, any use or disclosure of the County's PHI in a manner other than as provided in this Addendum. [45 CFR § 164.504(e)(2)(ii)(c)] Associate shall report to the County through the County's Project Manager, any security incident of which it becomes aware within forty-eight (48) hours of discovery of the incident. [45 CFR § 164.314(a)(2)(i)(C)]

e. Associate's Agents. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides PHI received from (or created or received by Associate on behalf of) the County, agrees in writing to the same restrictions and conditions that apply to Associate with respect to such PHI and that such agents conduct their operations within the United States. Associate agrees and shall ensure that any agents, including subcontractors, to whom it provides ePHI received, created, maintained, or transmitted on behalf of the County, agrees in writing to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of that ePHI. [45 CFR § 164.314(a)(2)(i)(B)] In no case may Associate's Agents reside and operate outside of the United States.

f. Documentation of Disclosures. Associate agrees to document disclosures of the County's PHI and information related to such disclosures as would be required for the County to respond to a request by an individual for an accounting of disclosures of PHI. Associate agrees to provide the County or an individual, in a time and manner designated by the County, information collected in accordance with the Agreement, to permit the County to respond to such a request for an accounting. [45 CFR § 164.528]

g. Availability of Information to County. Associate shall make available to the County such information as the County may require to fulfill the County's obligations to provide access to, provide a copy of, and account for, disclosures of PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Sections 164.524 and 164.528. [45 CFR § 164.504(e)(2)(ii)(E) and (G)]

h. Amendment of PHI. Associate shall make the County's PHI available to the County as may be required to fulfill the County's obligations to amend PHI pursuant to HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 164.526 and Associate shall, as directed by the County, incorporate any amendments to the County's PHI into copies of such PHI maintained by Associate, and in the time and manner designated by the County. [45 CFR § 164.504(e)(2)(ii)(F)]

i. Internal Practices. Associate shall make its internal practices, books and records relating to the use and disclosure of the County's PHI (or PHI created or received by Associate on behalf of the County) available to the County and to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the County or the Secretary for purposes of determining Associate's compliance with HIPAA and the HIPAA Regulations. [45 CFR § 164.504(e)(2)(ii)(H) and 45 CFR Part 64, Subpart C.]

j. Mitigation. Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the County's PHI by Associate in violation of the requirements of this Addendum.

k. Associate's Insurance. Associate agrees to maintain the insurance coverage provided in the Agreement.

l. Notification of Breach. Associate shall notify the County within twenty-four (24) hours, and shall provide written notice no later than forty-eight (48) hours of any suspected or actual breach of security, intrusion or unauthorized disclosure of PHI and/or any actual or suspected disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies, and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

m. Expenses. Any and all expenses incurred by Associate in compliance with the terms of this Addendum or in compliance with the HIPAA Regulations shall be borne by Associate.

n. No Third Party Beneficiary. The provisions and covenants set forth in this Agreement are expressly entered into only by and between Associate and the County and are intended only for their benefit. Neither Associate nor the County intends to create or establish any third party beneficiary status or right (or the equivalent thereof) in any other third party nor shall any other third party have any right to enforce or enjoy any benefit created or established by the provisions and covenants in this Agreement.

3. **Audits, Inspection and Enforcement.** From time to time, after reasonable notice, upon any breach of this Addendum by Associate, the County may inspect the facilities, systems, books and records of Associate to monitor compliance with this Addendum. Associate shall promptly remedy any violation of this Addendum and shall certify the same to the County in writing. The fact that the County inspects, or fails to utilize its right to inspect, Associate's facilities, systems, books, records, and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does the County's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate to remedy such breach, constitute acceptance of such practice or a waiver of the County's enforcement rights under this Addendum.

4. **Termination.**

a. Material Breach. A breach by Associate of any provision of this Addendum, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by the County. [45 CFR § 164.504(e)(3) and 45 CFR § 164.314(a)(2)(i)(D)]

b. Termination for Cause - Reasonable Steps to Cure Breach. If the County recognizes a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum and does not terminate the Agreement pursuant to Section 4a, above, the County may provide an opportunity for Associate to end the violation or cure the breach within five (5) days, or other cure period as may be specified in the Agreement. If Associate does not cure the breach or end the violation within the time period provided, the County may immediately terminate the Agreement.

c. Judicial or Administrative Proceedings. The County may terminate the Agreement, effective immediately, if (i) Associate is named as a defendant in a criminal or administrative proceeding for a violation of HIPAA, or (ii) a finding or stipulation that Associate has violated any standard or requirement of the HIPAA Regulations (or other security or privacy law) is made in any administrative or civil proceeding.

d. Effect of Termination. Upon termination of the Agreement for any reason, Associate shall return or destroy as directed by the County all PHI, including but not limited to ePHI, received from the County (or created or received by Associate on behalf of the County) that Associate still maintains in any form. This provision shall also apply to County PHI that is in the possession of subcontractors or agents of Associate. Associate shall retain no copies of such PHI or, if return or destruction is not feasible, Associate shall provide to the County notification of the conditions that make return or destruction infeasible, and shall continue to extend the protections of this Addendum to such information,

and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 CFR § 164.504(e)(2)(ii)(I)]

5. **Indemnification.** Associate shall indemnify and hold harmless the County and its officers, employees, trustees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, trustees, 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 Addendum by Associate or its employees, agents, servants, partners, principals, or subcontractors. Associate 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 any of the indemnified parties, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Associate expressly understands and agrees that any insurance protection required by this Addendum, or otherwise provided by Associate, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided. This paragraph shall survive the termination of the Agreement.

6. **Limitation of Liability.** Nothing in this Addendum shall be construed to affect or limit the County's sovereign immunity as set forth in Florida Statutes, Section 768.28.

7. **Amendment.**

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to the security and privacy of PHI, including electronic data, are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Associate that Associate will adequately safeguard all PHI that it receives or creates pursuant to this Agreement. Upon the County's request, Associate agrees to promptly enter into an amendment to the Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Regulations or other applicable laws. The County, in addition to any other remedies including specific performance, may terminate the Agreement upon five [5] days' written notice in the event Associate does not enter into said amendment to the Agreement providing assurances regarding the safeguarding of PHI that the County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA Regulations. Notwithstanding Associate's failure to enter into an amendment, Associate shall comply with all provisions of the HIPAA laws.

8. **Assistance in Litigation or Administrative Proceedings.** Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Agreement, available to the County at the County's convenience upon reasonable notice, at no cost to the County, to testify as witnesses, for document production, or otherwise, in the event of litigation or administrative proceedings being commenced against the County, its trustees, officers, agents or employees based upon claimed violation of HIPAA, the HIPAA Regulations or other laws relating to security and privacy, except where Associate or its subcontractor, employee or agent is a named adverse party.

9. **Effect on Agreement.** Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect. In the event of any conflict between this Addendum and Agreement, this Addendum shall control.

10. **Interpretation.** This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and applicable Florida laws. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA Regulations.

11. **Jurisdiction**. Any litigation between the parties regarding the terms of this Addendum shall take place in Miami-Dade County, Florida.

Appendix D

SUPPLEMENTAL GENERAL CONDITION

Proposers are advised that the provisions of Section 2-8.9 of the Code of Miami-Dade County (also known as the Living Wage Ordinance) will apply to any contract(s) awarded pursuant to this solicitation. By submitting a proposal pursuant to these specifications, a bidder is hereby agreeing 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 this solicitation.

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 any service 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 service contractor's contract with the County.

I. Covered employer means any and all service contractors and subcontractors of service contractors providing covered services. Service 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 service 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 service 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 service 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 Service 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 service 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 $14.01 per hour or $12.23 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 $1.78 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 the Department of Business Development, 175 Northwest First Avenue, 28th Floor, Miami, FL 33128, (305) 349-5960.

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 service 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 Department of Business Development (DBD) for depository into the DBD 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 a service 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 service 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 service 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 service 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 service 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 service 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 service 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 service 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 service 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.

Appendix E

MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

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

STATE OF FLORIDA)
SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____

_____ As Principal, and _____

_____

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

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

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

_____

_____

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

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

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

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

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

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

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

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20_____.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

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

_____

_____ _____
Two Witnesses Signature of Individual

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

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

_____ _____
Signature of Individual

_____ _____
Two Witnesses Printed Name of Individual

WHEN THE PRINCIPAL IS A PARTNERSHIP:

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

_____ _____
Printed Name of One Partner

_____ _____
Two Witnesses Signature of One Partner

WHEN PRINCIPAL IS A CORPORATION:

_____

_____ _____
Secretary Correct Name of Corporation

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

Attest:

_____ _____
Corporate Surety

_____
Countersigned: Business Address

_____ By: _____
Florida Resident Agent Corporate Seal

CORPORATE PRINCIPAL CERTIFICATION

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

Corporate Seal

STATE OF FLORIDA)
SS
COUNTY OF DADE)

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

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

_____

Notary Public, State of _____ at Large

My commission expires _____

Memorandum

MIAMI-DADE COUNTY

Date: January 9, 2014

To: Lester Sola, Director
Internal Services Department

Thru: Miriam Singer, CPPO, Assistant Director
Internal Services Department

From: Lydia Osborne, CPPO
Procurement Contracting Officer
Chairperson, Review Team

Subject: Response to Memo dated December 13, 2013: Reconvening of Evaluation/Selection Committee for RFQ No. 883, PortMiami Security Guard and Screening Services Pool

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Pursuant to your memo to the Evaluation/Selection Committee (Committee), dated December 13, 2013 (attached herein), the Committee was reconvened on January 8, 2014, to further consider the needs of the cruise lines and PortMiami. Three of the five members of the Committee attended the meeting. Since there was a quorum, these members reviewed the scores, considered the total combined scores of each proposer, and determined that the top eight ranked proposers should be included in the Pool. Refer to Chairperson's report (attached).

Upon your concurrence of the recommendation, the top eight ranked proposers will be offered participation in the Pool. A recommendation for award will then be submitted for your approval.

Approved

Lester Sola
Director

1/10/14
Date

Memorandum

MIAMI-DADE COUNTY

Date: December 13, 2013

To: Evaluation/Selection Committee Members

From: Lester Sola, Director
Internal Services Department

Subject: Reconvening of Evaluation/Selection Committee for RFQ No. 883, PortMiami Security Guard and Screening Services Pool

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Thank you for the time and effort you invested in evaluating proposals submitted in response to the referenced solicitation. Upon review of the Chairperson's Report, as a result of the evaluation meeting of November 14, 2013, and a detailed review of the recommendations made by the Committee, I am requesting that the Committee reconvene to further consider the needs of the cruise lines and PortMiami. In reviewing the scores, the Committee should consider the total combined scores of each proposer to determine the number of qualified proposers to include in the Pool. Keep in mind that once the Pool is established, competitive work orders will include all pool members for each request for security guard services.

The Chairperson of the Committee will be contacting you to schedule the meeting.

Distribution: Clerk of the Board
Evaluation/Selection Committee Members:
Debra Owens, PortMiami
Larry Rogers, PortMiami
Yves Monfort, PortMiami
Todd Kmentt, Norwegian Cruise Line
David Williams, Disney Cruise Line
John Peter Golden, Royal Caribbean Cruise Line

Memorandum

MIAMI-DADE COUNTY

Date: November 21, 2013

To: Lester Sola
Director
Internal Services Department

Thru: Miriam Singer, CPPO
Assistant Director
Internal Services Department

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

Subject: Report of Evaluation/Selection Committee for RFQ No. 883, PortMiami Security Guard and Screening Services Pool

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The County issued a solicitation to obtain proposals from qualified firms to provide security guard and screening services to various cruise lines at PortMiami. Selected proposers will participate in the PortMiami Security Guard and Screening Services Pool (the Pool). The services for the cruise lines include: a) terminal access control, b) screening of passengers and their bags, and c) screening of vessel provisioning using canine services. Once the Pool is established, a competitive work order process amongst pool members will be completed for each request for security guard service.

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

Committee meeting dates:
October 9, 2013 and October 15, 2013 (kick-off meetings)
November 14, 2013 (evaluation meeting, scoring, and recommendation)

Verification of compliance with contract measures:
A Small Business Enterprise (SBE) selection factor was assigned to this solicitation. The following proposers qualify for the selection factor: V.O.K. Protective Services, Inc., and Big Ben Security Corp.

Verification of compliance with minimum qualification requirements:
The solicitation had minimum qualification requirements which were reviewed by the Chairperson. 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 qualified for the preference.

Summary of scores:
The final scores are as follows:

Proposer	*Technical Score* (max.825)	*Selection Factor Score* (max.82.5)	*Price Score* (max.175)	*Total Combined Score* (max.1082.5)	*Price/Cost Submitted Initial Term* (five years)
1. American Guard Services, LLC	749	0	157	906	$20,707,859.50
2. AlliedBarton Security Services, LLC	723	0	131	854	$22,813,187.00
3. G4S Secure Solutions (USA) Inc.	715	0	132	847	$21,903,723.50
4. McRoberts Protective Agency, Inc.	711	0	130	841	$22,227,026.00
5. Felck Security Corporation	618	0	131	749	$22,110,455.00
6. 50 State Security Service, Inc.	619	0	125	744	$23,094,642.50
7. Navarro Group Ltd., Inc.	599	0	122	721	$16,942,381.20
8. Kent Security Services, Inc.	598	0	119	717	$19,810,371.50
9. V.O.K. Protective Services, Inc.	480	48	55	583	$0
10. Big Ben Security Corp.	10	1	15	26	$1,674,050.00

Note: V.O.K Protective Services, Inc. did not submit Form B-1, Price Proposal Schedule, with the firm's proposal. The Committee did not provide a score for price on the firm's proposal. Big Ben Security Corp. did not submit price for three personnel positions on Form B-1, Price Proposal Schedule. Price was scored accordingly for this proposal.

The Committee considered the scoring guidelines in accordance with Implementing Order 3.34 (Formation and Performance of Selection Committee) and determined that the five highest ranked firms (American Guard Services, LLC; AlliedBarton Security Services, LLC; G4S Secure Solutions (USA) Inc.; McRoberts Protective Agency, Inc.; and Felck Security Corporation) should be included in the Pool.

The Committee decided not to hold oral presentations as the proposals did not require any further clarification. Price proposals were reviewed subjectively with the review and scoring of the technical proposals.

The breakdown of price submitted is presented below:

Proposers	TSO	MSO	FSO	S/AP/O	SOP	PM
American Guard Services, LLC	$26.59	$20.94	$26.59	$23.92	$25.10	$67,964.40
AlliedBarton Security Services, LLC	$30.00	$23.00	$30.00	$26.40	$28.75	$67,500.00
G4S Secure Solutions (USA) Inc.	$29.74	$22.86	$36.15	$23.87	$26.48	$75,857.04
McRoberts Protective Agency, Inc.	$28.57	$22.65	$35.40	$25.99	$26.86	$87,600.00
Felck Security Corporation	$28.25	$22.25	$29.00	$25.65	$27.00	$75,000.00
50 State Security Service, Inc.	$28.75	$25.50	$23.50	$22.25	$37.50	$60,000.00
Navarro Group Ltd., Inc.	$22.49	$17.49	$26.49	$18.50	$20.59	$71,151.60
Kent Security Services, Inc.	$26.00	$20.46	$29.59	$21.54	$24.92	$85,000.00
V.O.K. Protective Services, Inc.	$0	$0	$0	$0	$0	$0
Big Ben Security Corp.	$25.00	$0	$25.00	$0	$28.00	$0

TSO=Terminal Security Officer; MSO=Maritime Security Officer; FSO=Facility Security Officer; S/AP/O=Screener/A-Pass/Operator; SOP=Security Officer Supervisor; PM=Project Manager

Local Preference:
Local Preference was considered in accordance with applicable ordinance, but did not affect the outcome as the top highest ranked firm is local.

Other information:
One proposer, Centurion Security Group, LLC, did not meet the submission requirements as the firm did not submit a bid security in the amount of $5,000 with the firm's proposal, in accordance with Section 1.9.A, Bid Security, of the solicitation. Another proposer, US Alliance Management d/b/a US Security included a cover letter to the proposal which stated that the proposal was valid only for 90 days. The solicitation required proposers to submit proposals valid for 180 days. A Request for Responsive Determination was forwarded to the County Attorney's Office (CAO). Per the CAO's determination (attached), the proposals received from the two proposers, were deemed non-responsive.

Negotiations:
Negotiations will not be held since all recommended proposers will be offered participation in the Pool. The Committee recommended the top five ranked be considered for participation in the Pool:

1. American Guard Services, LLC
2. AlliedBarton Security Services, LLC
3. G4S Secure Solutions (USA) Inc.
4. McRoberts Protective Agency, Inc.
5. Feick Security Corporation

Price was submitted based on the approximate number of hours required annually, multiplied by the proposed maximum hourly rates for service during the initial five year term. The rates include various levels of security officers and K-9 units. The approximate number of annual hours is a Port estimate based on historical data, of the hours for servicing one cruise line. The proposals included prices that are acceptable as maximum rates for the contracts. The actual rates will be negotiated, and will not exceed the contractually established ceiling, at the individual Work Order stage, when a request for security guard services arises.

Consensus Statement:
The solicitation did not have a cap on the number of firms to be included in the Pool. Since security guard and screening services may be needed by any cruise line at the Port, the Committee determined that it was beneficial to create a pool of five firms, which will meet the Port's and cruise lines' needs.

The Committee determined that the recommended proposers have a) the necessary qualifications; b) relevant experience and past performance in providing quality security guard service; c) technical capacity; and d) trained security guard personnel to provide the security guard management and screening services to meet the needs of the cruise lines at the Port.

Four of the five firms, American Guard Services, Inc. (American Guard); AlliedBarton Security Services, LLC; G4S Secure Solutions (USA) Inc. (G4S); and McRoberts Protective Agency, Inc. (McRoberts), have experience in the maritime industry, and security related past performance in providing quality security guard service at various ports, with specialization in cruise ship passenger terminal operations. All four firms have experience in conducting internal and external sweeps of buildings and vehicle searches utilizing highly experienced canine detection teams. Two of the firms currently provide these services for cruise lines at the Port: American Guard, Inc. for Norwegian Cruise Line and Disney Cruise Line; and McRoberts for Royal Caribbean Cruise Line (RCCL). McRoberts also provides similar services to RCCL under a national contract which includes ten ports. Both firms are very responsive to the clients' needs at the Port.

The majority of AlliedBarton's experience with clients regulated under the Maritime Transportation Security Act, is provided at high-risk facilities located on active waterways with full port and docking facilities, including cruise ships, ferries and cargo vessels. G4S has over 50 years of experience, providing similar services to customers at port environments (but not specifically for cruise lines), and performing baggage and package screening, utilizing X-ray and magnetometer equipment, and highly trained and experienced canine detection teams, at Department of Homeland Security, Internal Revenue Service, and other governmental entities.

Felck Security Corporation has over fifty years of providing security guard services, and currently provides these services for Miami-Dade County, at other critical infrastructures such as Metro-rail, Miami-Dade Courts, and Miami Dade Water and Sewer. The firm currently has four trainers on staff certified to train personnel in the operation of security X-Ray scanners and screening machines designed for passenger terminal operations, to provide the services.

All five firms' proposals were comprehensive and provided a well-developed approach to the required services. The firms' plans included clearly defined technical and management aspects; a very descriptive recruitment plan; a quality assurance process; and an excellent pre-and-post transition plan. The firms also delegated hours appropriate to manage the cruise line industry. The firms' proposed prices are competitive and well within those of the cruise line industry, and will be negotiated for each Work Order.

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

Approved

Lester Sola
Director

12/6/13
Date

COMPOSITE SCORES

RFQ883

PortMiami Security Guard and Screening Services Pool

EVALUATION OF PROPOSALS

SELECTION ↓ PROPOSERS CRITERIA →	Maximum Points Per Member	Maximum Total Points (5 members)	50 State Security Service, Inc.	AlliedBarton Security Services, LLC	American Guard Services, Inc.	Feick Security Corporation	G4S Security Solutions (USA) Inc.	Kent Security Services, Inc.	McRoberts Protective Agency, Inc.	Navarro Group Ltd., Inc.	V.O.K. Protective Services, Inc.	Big Ben Security Corp.
Proposer's relevant experience, qualifications, capabilities, and past performance	75	375	284	334	352	276	319	274	327	275	238	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.	30	150	97	127	132	102	136	92	123	93	84	0
Proposer's plan/schedule to providing the services, demonstration of commitment, and financial stability	40	200	160	175	180	159	175	163	181	168	113	0
Proposer's plan for recruiting, developing and training personnel	20	100	78	87	85	81	85	69	80	63	45	0
TOTAL TECHNICAL POINTS	165	825	619	723	749	618	715	598	711	599	480	10
Selection Factor (10% of total technical evaluation Points)			0	0	0	0	0	0	0	0	48	1
Local Certified Service-Disabled Veteran's Business Enterprise Preference (5% of total technical Points)			0	0	0	0	0	0	0	0	0	0
Price Points	35	175	125	131	157	131	132	119	130	122	55	15
TOTAL TECHNICAL and PRICE POINTS *(Technical & Price rows above)*	200	1000	744	854	906	749	847	717	841	721	583	26
RANKING			6	2	1	5	3	8	4	7	9	10

SIGNATURE:

Chairperson

Reviewed By

PRINT NAME:

LYDIA OSBORNE

Pearl P. Bethel

DATE:

11/21/13

11/21/2013

EVALUATION OF QUALIFICATIONS

RFQ NO. 883

PortMiamiSecurity Guard and Screening Services Pool

Debra Owens (Seaport)

SELECTION CRITERIA ↓ / PROPOSERS →	Maximum Points	50 State Security Service, Inc.	AlliedBarton Security Services, LLC	American Guard Services, Inc.	Feick Security Corporation	G4S Security Solutions (USA) Inc.	Kent Security Services, Inc.	McRoberts Protective Agency, Inc.	Navarro Group Ltd., Inc.	V.O.K. Protective Services, Inc.	Big Ben Security Corp.
Proposer's relevant experience, qualifications, capabilities, and past performance	75	62	66	68	64	67	62	68	65	60	0
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.	30	21	24	24	21	24	21	25	22	19	0
Proposer's plan/schedule to providing the services, demonstration of commitment, and financial stability	40	30	32	32	31	32	32	33	31	28	0
Proposer's plan for recruiting, developing and training personnel	20	16	17	17	14	17	16	17	16	13	0
TOTAL TECHNICAL POINTS	165	129	139	141	130	140	131	143	134	120	0
Price Points	35	32	31	31	28	28	26	26	30	0	15
TOTAL TECHNICAL and PRICE POINTS *(Technical & Price rows above)*	200	161	170	172	158	168	157	169	164	120	15

EVALUATION OF QUALIFICATIONS

RFQ NO. 883

PortMiami Security Guard and Screening Services Pool

Larry Rogers (Seaport)

SELECTION CRITERIA ↓ / PROPOSERS →	Maximum Points	50 State Security Service, Inc.	AlliedBarton Security Services, LLC	American Guard Services, Inc.	Feick Security Corporation	G4S Security Solutions (USA) Inc.	Kent Security Services, Inc.	McRoberts Protective Agency, Inc.	Navarro Group Ltd., Inc.	V.O.K. Protective Services, Inc.	Big Ben Security Corp.
Proposer's relevant experience, qualifications, capabilities, and past performance	75	45	65	65	45	65	50	65	45	50	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.	30	20	25	25	20	25	20	25	15	20	0
Proposer's plan/schedule to providing the services, demonstration of commitment, and financial stability	40	30	30	35	25	35	30	35	30	20	0
Proposer's plan for recruiting, developing and training personnel	20	15	17	15	15	15	15	15	15	5	0
TOTAL TECHNICAL POINTS	165	110	137	140	105	140	115	140	105	95	10
Price Points	35	30	30	30	25	25	25	25	30	20	0
TOTAL TECHNICAL and PRICE POINTS *(Technical & Price rows above)*	200	140	167	170	130	165	140	165	135	115	10

EVALUATION OF QUALIFICATIONS

RFQ NO. 883

PortMiami Security Guard and Screening Services Pool

Todd Kmentt (Norwegian Cruise Line)

SELECTION CRITERIA ↓ / PROPOSERS →	Maximum Points	50 State Security Service, Inc.	AlliedBarton Security Services, LLC	American Guard Services, Inc.	Feick Security Corporation	G4S Security Solutions (USA) Inc.	Kent Security Services, Inc.	McRoberts Protective Agency, Inc.	Navarro Group Ltd., Inc.	V.O.K. Protective Services, Inc.	Big Ben Security Corp.
Proposer's relevant experience, qualifications, capabilities, and past performance	75	45	60	75	50	50	30	50	30	20	0
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.	30	15	25	30	20	40	10	20	10	10	0
Proposer's plan/schedule to providing the services, demonstration of commitment, and financial stability	40	40	40	40	40	40	40	40	40	10	0
Proposer's plan for recruiting, developing and training personnel	20	20	20	20	20	20	10	10	5	0	0
TOTAL TECHNICAL POINTS	165	120	145	165	130	150	90	120	85	40	0
Price Points	35	15	10	35	25	20	20	25	15	20	0
TOTAL TECHNICAL and PRICE POINTS *(Technical & Price rows above)*	200	135	155	200	155	170	110	145	100	60	0

EVALUATION OF QUALIFICATIONS

RFQ NO. 883

PortMiami Security Guard and Screening Services Pool

David Williams (Disney Cruise Line)

SELECTION CRITERIA ↓ PROPOSERS →	Maximum Points	50 State Security Service, Inc.	AlliedBarton Security Services, LLC	American Guard Services, Inc.	Feick Security Corporation	G4S Security Solutions (USA) Inc.	Kent Security Services, Inc.	McRoberts Protective Agency, Inc.	Navarro Group Ltd., Inc.	V.O.K. Protective Services, Inc.	Big Ben Security Corp.
Proposer's relevant experience, qualifications, capabilities, and past performance	75	72	73	74	72	72	72	74	70	68	0
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.	30	26	28	28	26	27	26	28	26	25	0
Proposer's plan/schedule to providing the services, demonstration of commitment, and financial stability	40	35	38	38	38	38	36	38	37	35	0
Proposer's plan for recruiting, developing and training personnel	20	17	18	18	17	18	18	18	17	17	0
TOTAL TECHNICAL POINTS	165	150	157	158	153	155	152	158	150	145	0
Price Points	35	28	30	31	33	34	28	29	32	0	0
TOTAL TECHNICAL and PRICE POINTS *(Technical & Price rows above)*	200	178	187	189	186	189	180	187	182	145	0

EVALUATION OF QUALIFICATIONS

RFQ NO. 883

PortMiami Security Guard and Screening Services Pool

John Peter Golden (Royal Caribbean Cruises, Ltd)

SELECTION CRITERIA ↓ PROPOSERS →	Maximum Points	50 State Security Service, Inc.	AlliedBarton Security Services, LLC	American Guard Services, Inc.	Feick Security Corporation	G4S Security Solutions (USA) Inc.	Kent Security Services, Inc.	McRoberts Protective Agency, Inc.	Navarro Group Ltd., Inc.	V.O.K. Protective Services, Inc.	Big Ben Security Corp.
Proposer's relevant experience, qualifications, capabilities, and past performance	75	60	70	70	45	65	60	70	65	40	0
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.	30	15	25	25	15	20	15	25	20	10	0
Proposer's plan/schedule to providing the services, demonstration of commitment, and financial stability	40	25	35	35	25	30	25	35	30	20	0
Proposer's plan for recruiting, developing and training personnel	20	10	15	15	15	15	10	20	10	10	0
TOTAL TECHNICAL POINTS	165	110	145	145	100	130	110	150	125	80	0
Price Poitns	35	20	30	30	20	25	20	25	15	15	0
TOTAL TECHNICAL and PRICE POINTS *(Technical & Price rows above)*	200	130	175	175	120	155	130	175	140	95	0

Memorandum

MIAMI-DADE COUNTY

Date: October 4, 2013

To: Lydia Osborne
Procurement Officer 2
Internal Services Department

From: Richard C. Seavey
Assistant County Attorney

Subject: Responsiveness of three (3) Proposals – RFQ 883, Security Guard and Screening Services Pool at PortMiami

(1) Proposal of Big Ben Security Corp. – failure to include the proof of possession of the classes of security licenses required in the RFQ

(2) Proposal of US Alliance Management d/b/a US Security – failure to sign the Form A-1 which binds the proposer to the terms of its proposal; taking an exception to the 180 day binding proposal period requirement by stating that the proposal is valid for only 90 days

(3) Proposal of Centurion Security Group, LLC – failure to submit the required bid monetary security as required in RFQ 883

You have asked whether three proposals submitted to the County in response to RFQ 883, Security Guard and Screening Services Pool at Port Miami ("RFQ 883"). The three proposals, and a brief description of the failures at issue, are:

A. Proposal of Big Ben Security Corp. ("Big Ben") – failure to include the proof of possession of the classes of security licenses required in the RFQ; and

B. Proposal of US Alliance Management d/b/a US Security ("US Security") – failure to sign the Form A-1 which binds the proposer to the terms of its proposal; taking an exception to the 180 day binding proposal period requirement by stating that the proposal is valid for only 90 days; and

C. Proposal of Centurion Security Group, LLC ("Centurion") – failure to submit the required bid monetary security as required in RFQ 883[1]

I will address each in turn. In sum, for the reasons set forth below, the County can accept the proposal from Big Ben, provided that Big Ben provides proof that it had the required licenses at the time of proposal submittal. Big Ben does not gain any competitive advantage by being permitted to correct its proposal to include the licenses.

[1] On September 30, 2013 the undersigned issued a responsiveness opinion regarding Centurion finding that the County had the discretion to accept the proposal which was filed after the proposal due date. That opinion did not address the issues requested in this second responsiveness opinion. To the extent the issues raised herein now render Centurion's proposal non-responsive, that prior opinion is hereby superseded to include the findings made herein.

The proposal submitted by US Security is not responsive. While US Security failed to sign the form A-1, it did submit the required bid security indicating an intent to be bound, and providing security to the County in the event it fails to perform. However, US Security took an exception to the RFQ's requirement that proposals be valid for 180 days. Instead, US Security's cover letter expressly states the proposal is valid for only 90 days.

The proposal submitted by Centurion is not responsive as it fails to provide the required security for the bid. Because Centurion could simply refuse to sign the contract without any monetary penalty based on its perception of the pool after seeing the other proposal which now have been opened, Centurion would have a competitive advantage over those other proposers.

FACTS

We rely on the information provided in your memoranda, dated September 30, 2013, the attached copy of RFQ 883, the copies of the proposals from the proposers referenced above, and our telephone communications. Based on the information provided it appears that Big Ben failed to provide copies of the required "B" and "BB" security licenses required to be held at the time of proposal submittal.

It also appears that US Security failed to sign form A-1 which is the portion of the proposal binding the proposer to its terms. From our telephone conversation on October 1, 2013, I understand that you have verified that not one of the copies provided by US Security had been signed. However, US Security did submit bid security in the form of a cashier's check. Nonetheless, US Security's cover letter in its proposal states that the proposal is only valid for 90 days. Consequently, it is non-responsive.

Finally, it also appears that Centurion failed to provide the $5,000 bid security required to be submitted with its proposal in any form, much less the forms specifically identified to be acceptable.

Section 1.9.A, Bid Security, of RFQ 883 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

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 it gives the proposer a substantial advantage over other proposers and thereby restricts or interferes with competition. See Robinson Electric Co. v. Dade County, 417 So.2d 1032, 1034 (Fla. 3d DCA 1982).

Here, the legal principles above apply to all three requests for an opinion.

Big Ben – The proposal submitted by Big Ben omitted to include copies of the "B" and "BB" security licenses required to be held by the proposer at the time of proposal submittal. While RFQ 883 does state that a proposer is supposed to submit copies of the licenses with the proposal, a proposers failure to do so does not, and cannot as a matter of possibility, change the fact of whether the proposer did in fact hold the required licenses as of September 27, 2013. Therefore, the County can, and should, exercise its discretion to waive this irregularity and ask Big Ben to provide proof of having the required licenses as of the proposal submittal date because the irregularity conferred no competitive advantage on Big Ben.

US Security – US Security's proposal is not responsive. As a preliminary matter, although US Security failed to sign the Form A-1, it has provided a bid security 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 US Security's proposal included a valid certified check, the proposal would ordinarily be responsive. Nonetheless, the cover letter to the proposal states unequivocally it is valid only for 90 days. RFQ 883, however, required proposers to submit proposals valid for 180 days. Consequently, the proposal is non-responsive as it materially varies from the RFQ's requirements, and allowing it to be corrected now would provide an unfair competitive advantage to US Security. *See McNamara-Lunz Warehouses, Inc.; Central Moving and Storage, Inc.*, B-188100, 1977 WL 12459 (June 23, 1977) (bidder is required to furnish bid guarantee for full bid acceptance period); *Munck Sys., Inc.*, B-186749, 1976 WL 9578 (Comp. Gen. Oct. 19, 1976) (bidder rejected as nonresponsive where bid bond expired prior to 120-day bid acceptance period).

Centurion – For Centurion, 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. Centurion may not cure this defect by subsequently submitting a bond or other acceptable security. The RFQ required that the proposal security in the amount of $5,000 be submitted with the proposal. As the failure to submit the proposal security is not waivable, so too 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).

Richard C. Seavey

Memorandum

Date: August 8, 2013

To: Those Listed Below

From: Carlos A. Gimenez
Mayor

Subject: Appointment of Selection Committee for Miami-Dade Seaport Department Request for Qualifications for PortMiami Security Guard and Screening Services Pool – RFQ No. 883

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for Miami-Dade Seaport Department Request for Qualifications for PortMiami Security Guard and Screening Services Pool – RFQ No. 883

Selection Committee
Lydia Osborne, ISD (Non-Voting Chairperson)
Larry Rogers, Seaport
Debra Owens, Seaport
John Peter Golden, Royal Caribbean Cruises, Ltd.
David Williams, Disney Cruise Line
Todd Kmentt, Norwegian Cruise Line
Ricardo Fernandez, (Alternate)

Technical Advisor
Yves Monfort, Seaport

You are directed to assist me in the selection process considering the factors delineated in the solicitation. If you are unable to participate in the selection process, contact this office through Small Business Development (SBD) by memorandum from your department director documenting the reason why you cannot participate. Only in cases of **dire** urgency may you be excused from participation.

Each Selection Committee member shall be responsible for evaluating, rating and ranking the proposals based on the criteria and procedure contained in the solicitation. The Selection Committee will meet to review the written proposals. If required, the Selection Committee will select firms to make oral presentations to the Selection Committee at a properly noticed public hearing. If proposers are invited to make oral presentations, the Selection 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. All requests for responsiveness determinations shall be made in writing by the issuing department to the County Attorney's Office.

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 Internal Services Department (ISD) may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Upon completion of the evaluation process, the Selection Committee Chairperson shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the recommended firm(s) with attach supporting documentation 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 ISD for review and consideration.

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 lobbyist and/or consultants. Selection Committee members are reminded that in accordance with the Cone of Silence Ordinance 98-106, they are restrictions on communications regarding the solicitation with potential proposers, service providers, lobbyists, consultants, or any member of the County's professional staff. Violation of this policy could lead to termination of County service.

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

c: Lester Sola, Director, ISD
Bill Johnson, Director, Seaport
Emilio Gonzalez, Director, MDAD
Jack Osterholt, Deputy Mayor/Director, RER
Veronica Clark, Assistant to the Director, SBD/RER

Selection Committee
Lydia Osborne, ISD (Non-Voting Chairperson)
Larry Rogers, Seaport
Debra Owens, Seaport
John Peter Golden, Royal Caribbean Cruises, Ltd.
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Todd Kmentt, Norwegian Cruise Line
Ricardo Fernandez, (Alternate)

Technical Advisor
Yves Monfort, Seaport