

# Memorandum



**Date:** May 4, 2012

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

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Removal of TCB Systems, Inc. from Pre-Qualification Pool for Consolidated  
Countywide Janitorial Services Contract No. 9562-5/22

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As the Board of County Commissioners (Board) is aware, a recommendation to establish a consolidated Countywide Janitorial Services prequalification pool is presently scheduled to go before the Internal Management and Fiscal Responsibility Committee on May 8, 2012. This recommendation to establish the prequalification pool was filed with the Clerk of the Board on April 20, 2012.

Subsequently, on April 25, 2012, the Office of the Inspector General (OIG) issued its final report with regard to the Submission of Fraudulent Bid Bonds and Performance Bonds by TCB Systems, Inc. (TCB) (see attached). The OIG investigation concluded that TCB provided Miami-Dade County one fraudulent bid bond and six fraudulent performance bonds. The OIG recommends the County terminate contractual relationships with TCB and initiate debarment proceedings against the vendor.

The item currently before the Internal Management and Fiscal Responsibility Committee includes TCB as one of the recommended vendors for the prequalification pool. As such, it is recommended that the item be amended to remove TCB from the prequalification pool for the provision of future janitorial services. The County will immediately initiate debarment proceedings against this vendor.

With respect to existing contracts with TCB, staff did not extend the contract with TCB for the Downtown Complex, which expired April 30, 2012. An emergency award was issued to Vista for janitorial services for the Downtown Complex consisting of the Stephen P. Clark Center, Main Courthouse, Cultural Center Plaza, Main Library, Historical Museum, Miami Art Museum, Central Support Facility, Cultural Center Garage, Hickman Building, Hickman Garage, Courthouse Center, and Courthouse Center Garage. TCB currently provides services for the Water and Sewer Department at its LeJeune Road facility. This contract term expires May 31, 2012 and the option-to-renew will not be exercised. Staff is in the process of replacing TCB at this facility.

Should you have any questions, please contact Lester Sola, Internal Services Department Director, at 305-375-2363, or me directly.

## Attachment

c: Robert A. Cuevas, County Attorney  
Office of the Mayor Senior Staff  
Lester Sola, Director, Internal Services Department  
Christopher Mazzella, Inspector General  
Commission Auditor

EDM - route to TSD;



# Memorandum



Miami-Dade County Office of the Inspector General  
A State of Florida Commission on Law Enforcement Accredited Agency  
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Visit our website at: www.miamidadeig.org

To: The Honorable Carlos A. Gimenez, Mayor, Miami-Dade County  
From: Christopher Mazzella, Inspector General  
Date: April 25, 2012  
Subject: *OIG Final Report Re: Submission of Fraudulent Bid Bonds and Performance Bonds by TCB Systems, Inc., Ref. IG12-07*

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OFFICE OF THE MAYOR  
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Attached please find the Office of the Inspector General's (OIG) final report regarding the above-captioned matter. TCB Systems, Inc. (TCB) provides janitorial service to the County, specifically servicing the Government Center Complex. The report, as a draft, was provided to Robert and Zoila Orue, officers/owners of TCB for their review and the opportunity to provide a written response. No response was received.

The OIG is providing a copy of this final report to all relevant parties, including the Florida Department of Financial Services, Division of Insurance Fraud; the surety [Guarantee Company of North America (GCNA)] and its insurance agent (Brown & Brown); as well as Robert and Zoila Orue of TCB.

We would also like to take this opportunity to thank the Procurement Management Division of Internal Services Department (PMD/ISD) for their assistance in this matter.

Kindly note that the OIG requests receiving a status report in 30 days, on or before May 28, 2012, regarding the administration's implementation of the OIG's recommendations.

### Attachment

- cc: Ed Marquez, Deputy Mayor
- Lester Sola, Director, ISD
- Miriam Singer, Assistant Director, ISD Procurement Management
- Florida Dept. of Financial Services, Div. of Insurance Fraud (under separate cover)
- GCNA (under separate cover)
- Brown & Brown, Inc. (under separate cover)
- Robert Orue, TCB (under separate cover)
- Zoila Orue, TCB (under separate cover)

# MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL

## FINAL REPORT

### *Submission of Fraudulent Bid Bonds and Performance Bonds by TCB Systems, Inc.*

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## INTRODUCTION & SYNOPSIS

On January 31, 2012, the Miami-Dade County Office of the Inspector General (OIG) received information that a vendor participating in a Miami-Dade County (County) contract had submitted fraudulent Performance Bonds to the County. The vendor, TCB Systems, Inc. (TCB), was awarded Contract Bid No. 8026-3/11-OTR, *Janitorial Services for Downtown Government Complex*, starting January 1, 2007. This contract replaced Bid No. EM4648-1/05, *Janitorial Services for Downtown Government Complex*, which ran from December 1, 2004 to December 31, 2006. TCB has been the sole vendor awarded these two contracts, and has been paid over \$25 million for work performed under these two contracts.

Both contracts included two specific requirements:

- The Invitation to Bid (ITB) required that all offers be accompanied by an offer guaranty/bid bond in the form of a Certified Check, Cashier's Check or Bid/Proposal Bond in the amount of 5% of the total annual contract price.
- The contract required that the vendor, to whom a contingent contract award is made, execute and deliver to the County a Performance and Payment Bond in an amount that represents 20% of the vendor's total annual price.

The current contract with TCB has been renewed three times and extended once since the initial contract period. Each time the contract was renewed or extended, TCB was required to submit a new Performance Bond to the County's Procurement Management Division of Internal Services Department (PMD/ISD).<sup>1</sup> For the last six-month extension granted for 2012, TCB delivered to the County a Performance Bond issued by the Guarantee Company of North America (GCNA). PMD/ISD staff discovered that this Performance Bond and the one presented for the prior year's contract renewal were fraudulent.

An OIG Special Agent contacted Mr. Jeffrey Jubera, Vice President/General Counsel for GCNA. Mr. Jubera reviewed ten different Bid Bonds and Performance Bonds that had been submitted to the County by TCB. It was learned that only three of the surety bonds were legitimate; the other seven surety bonds that TCB had submitted to the County were fraudulent. Bid Bonds guarantee the vendor's intention to enter into a contract with the County. Performance Bonds guarantee the County satisfactory performance or completion of the contract terms. If the

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<sup>1</sup> The Procurement Management Division was formerly the Procurement Management Department, and was recently merged with other departments into the newly created Internal Services Department (ISD). Even though the majority of the activities reported herein relate to the former Procurement Management Department, the name of the successor department (ISD) is used in this report.

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**FINAL REPORT**

***Submission of Fraudulent Bid Bonds and Performance Bonds by TCB Systems, Inc.***

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vendor fails to perform on the contract for any reason, including insolvency, the bonding company will either pay for the completion of the contract or hire another company to complete the project. Mr. Jubera provided the OIG with a sworn affidavit attesting to the fact that one Bid Bond and six Performance Bonds submitted by TCB were fraudulent. (EXHIBIT 1)

The OIG investigation substantiated the allegation that TCB submitted fraudulent Bid and Performance Bonds to the County.

**OIG JURISDICTIONAL AUTHORITY**

In accordance with Section 2-1076 of the Code of Miami-Dade County, the Inspector General has the authority to make investigations of County affairs and the power to review past, present and proposed County and Public Health Trust programs, accounts, records, contracts, and transactions. The Inspector General is authorized to conduct any reviews, audits, inspections, investigations, or analyses relating to departments, offices, boards, activities, programs, and agencies of the County and the Public Health Trust. The Inspector General shall have the power to review and investigate any citizen's complaints regarding County or Public Health Trust projects, programs, contracts, or transactions. The Inspector General may also investigate alleged violations of the Conflict of Interest and Code of Ethics Ordinance, and may either file a complaint directly with or refer the matter to the Ethics Commission. The Inspector General may exercise any of the powers contained in Section 2-1076, upon his or her own initiative.

The Inspector General shall have the power to require reports from the Mayor, County Commissioners, County Manager, County agencies and instrumentalities, County officers and employees and the Public Health Trust and its officers and employees regarding any matter within the jurisdiction of the Inspector General.

**ENTITIES AND INDIVIDUALS COVERED IN THIS REPORT**

***TCB Systems, Inc.***

TCB is a janitorial services company located at 11861 SW 144<sup>th</sup> Court #3, Miami, FL 33186. TCB was incorporated as a for-profit corporation in the State of Florida in 1994 under FEI/EIN Number 650472355. The registered Officers/Directors of TCB are Robert and Zoila Orue. Mr. Orue serves as President of TCB and Ms. Orue is the Secretary and Treasurer. Mr. Orue and Ms. Orue are

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each 50% owners of the company.<sup>2</sup> TCB has been a Miami-Dade County registered vendor since 1994/1995.

TCB has been awarded several County contracts, not all of which have required Bid Bonds and/or Performance Bonds. The two contracts at issue here (Bid No. EM4648-1/05 and Bid No. 8026-03/11-OTR) both for janitorial services for the downtown government complex required Bid and Performance Bonds.

To date, TCB has received over \$27 million in payments from the County for work done under several contracts. Contracts, Bid No. EM4648-1/05 and Bid No. 8026-03/11-OTR, account for over \$25 million of that amount.

***Guarantee Company of North America (GCNA)***

GCNA is national surety company headquartered in Southfield, Michigan. GCNA issued or was purported to issue the bonds that are the subject matter of this report. Jeffrey Jubera, Vice President/General Counsel for GCNA, provided the OIG with a sworn, notarized affidavit relating to the purported GCNA bonds at issue.

**INVESTIGATION**

This investigation was conducted in accordance with the *Principles and Standards for Offices of Inspector General, Quality Standards for Investigation* as promulgated by the Association of Inspectors General.

This investigation was predicated on information received by the OIG that a vendor doing business under County Contract Bid No.: EM8026-03/11 had submitted fraudulent Performance Bonds to the County. The investigation substantiated the allegation and determined that TCB had submitted one fraudulent Bid Bond and six fraudulent Performance Bonds to the County over the course of the past six years.

During the course of the investigation, OIG Special Agents reviewed documents including, but not limited to, Bid Bonds, Performance Bonds, Invitation to Bid Proposals, award recommendations, award sheets and other records and materials obtained as part of this investigation. In addition, OIG Special Agents interviewed a PMD/ISD employee and Jeffrey Jubera, Vice President/General Counsel for GCNA.

Surety bonds, known as Bid Bonds and Performance Bonds, are required by the County under the terms of certain contracts. Bid Bonds guarantee the vendor's

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<sup>2</sup> Source: County's Vendor Registration Application

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## FINAL REPORT

### *Submission of Fraudulent Bid Bonds and Performance Bonds by TCB Systems, Inc.*

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intention to enter into a contract with the County. Performance Bonds guarantee the County satisfactory performance or completion of the contract terms. If the vendor fails to perform on the contract for any reason, including insolvency, the bonding company will either pay for the completion of the contract or hire another company to complete the project.

TCB was awarded County Contract Bid No. EM4648-1/05, which ran from 12/1/04 to 12/31/06, which included one six-month extension, and another one-month extension. At the end of this extension, the successor contract Bid No. 8026-03/11 was awarded—also to TCB as the sole vendor. The successor contract, which is the current contract, began on 1/1/07 with an initial two-year contract period. It has since had three one-year renewals and, recently, on January 1<sup>st</sup> of this year, a six-month extension was granted. The contract is scheduled to expire on June 30, 2012.

Both contracts were for janitorial services for the Downtown Government Center Complex, which includes the Stephen P. Clark Center, the Courthouse, the Cultural Plaza, the Museums, the Library, parking garages and other government buildings in the downtown Miami area. TCB has been the sole vendor awarded both of these contracts.

The County's ITB requires that the vendor, as part of its bid proposal, submit an Offer Guaranty/Bid Bond in the form of a Certified Check, Cashier's Check or a Bid/Proposal Bond in the amount of 5% of the total annual contract price.<sup>3</sup> The ITB also requires that the bidder, to whom a contingent award is made, execute and deliver to the County a Performance and Payment Bond in an amount that represents 20% of the vendor's total annual price.<sup>4</sup> Each time the performance period is extended, either through an option to renew or a contract extension, the vendor is required to submit a new Performance Bond to the County.

Over the course of these two contracts, TCB submitted a total of 10 surety bonds to the County, consisting of two Bid Bonds and eight Performance Bonds. The County only accepts original, notarized Bid Bonds and Performance Bonds; photocopied or faxed copies are not accepted. Bid Bonds are submitted to the County at the time of bid submission. The Performance Bonds submitted to the County from TCB were either hand-delivered or mailed to the PMD/ISD.

The OIG investigation substantiated that seven documents, consisting of one Bid Bond and six Performance Bonds, TCB submitted to the County, were fraudulent documents and had not been issued by GCNA. The two tables, on the following page, list all the bonds at issue in the investigation.

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<sup>3</sup> See Section 2.12 of ITB, Bid No.: EM4648-1/05 and Bid No.: 8026-03/11-OTR.

<sup>4</sup> See Section 2.13 of ITB, Bid No.: EM4648-1/05 and Bid No.: 8026-03/11-OTR.

**MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL**

**FINAL REPORT**

***Submission of Fraudulent Bid Bonds and Performance Bonds by TCB Systems, Inc.***

**Table 1 – Bonds Submitted by TCB on Contract No. EM4648-1/05  
Janitorial Services for Downtown Government Complex**

Bond Type	Bond Date	Bond Amount	Period Covered	Bond Number	Comments
Bid	Nov. 19, 2004	5% of Contract Amount	Invitation to Bid Submission	Bid Bond	Legitimate
Performance	Feb. 4, 2005	\$514,048	Initial Contract Period (1 Year) 12/1/04 - 11/30/05	80011556	Legitimate
Performance	Jan. 11, 2006	\$267,024	6 Month Option to Renew 12/1/05 – 5/31/06	80011561	Legitimate
Performance	June 1, 2006	\$267,023	6 Month Extension <sup>5</sup> 6/1/06 – 11/30/06	80018758	Fraudulent
N/A	N/A	N/A	1 Month Extension 12/1/06-12/31/06	N/A	N/A

**Table 2 – Bonds Submitted by TCB on Contract No. 8026-03/11-OTR  
Janitorial Services for Downtown Government Complex**

Bond Type	Bond Date	Bond Amount	Period Covered	Bond Number	Comments
Bid	April 24, 2006	5% of Contract Amount	Invitation to Bid Submission	Bid Bond	Fraudulent
Performance	Jan. 26, 2007	\$640,834.73	Initial Contract Period (2 Years) 1/1/07 – 12/31/08	80011896	Fraudulent
Performance	Jan. 21, 2009	\$888,059.76	First 1 Year Option to Renew 1/1/09 – 12/31/09	80032878	Fraudulent
Performance	Dec. 29, 2009	\$960,580.22	Second 1 Year Option to Renew 1/1/10 – 12/31/10	90001586	Fraudulent
Performance	Dec. 28, 2010	\$960,580.22	Third 1 Year Option to Renew 1/1/11 to 12/31/11	90014488	Fraudulent
Performance	Dec. 30, 2011	\$480,000.00	6 Month Extension 1/1/12 – 6/30/12	90076546	Fraudulent

<sup>5</sup> TCB was granted a waiver of the Performance Bond requirement for this extension. It was noted that TCB was the apparent low bidder on the new contract (Contract No. Bid 8026-3/11-OTR). In spite of this waiver, TCB submitted a fraudulent Performance Bond for that extension.

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At the end of the third and final renewal for Contract Bid No. 8026-03/11-3, the County granted TCB a six-month extension, bringing the contract expiration to June 30<sup>th</sup> of this year.<sup>6</sup> As part of granting the extension, TCB was required to provide another Performance Bond covering the new period. A representative from TCB hand-delivered a Performance Bond to PMD/ISD. The Performance Bond (Bond No. 90076546), dated December 30, 2011, read that it was issued by GCNA USA, 9180 Galleria Court, Suite 300, Naples, FL 34109, phone 239-513-2143.

Ms. Rita Guerra, a Procurement Contracting Technician with PMD/ISD, was interviewed by the OIG in connection with this investigation. Ms. Guerra's duties include receiving and reviewing vendor supplied documents to ensure that they are in compliance with the County procurement requirements. Ms. Guerra was responsible for the initial review of the Bid Bonds and the Performance Bonds TCB submitted to the County.

While reviewing the Performance Bond that TCB provided to PMD/ISD for the most recent contract extension, Ms. Guerra noted the following discrepancies:

- The bond number on the recently supplied Performance Bond (Bond No. 90076546) was not the same issued number as the number on the previously supplied Performance Bond (Bond No. 90014488). Because this was only a six-month contract extension, she considered this fact to be unusual.
- The signatures on pages 2 and 3 of the Performance Bond did not look right to her. She stated that the signatures looked very choppy and unnatural.
- The address for the surety company, 9180 Galleria Court, was misspelled on different pages of the Performance Bond.

Ms. Guerra attempted to contact the surety company, GCNA to verify the authenticity of the Performance Bonds. She called the phone number (239-513-2143) listed on the Performance Bond for GCNA and was informed that the number was that of a private residence, which had no connection to any surety company. Ms. Guerra learned that GCNA no longer had an office in Naples, Florida, and the office had been closed for quite some time.

Ms. Guerra contacted an office of GCNA in Tampa, Florida. Ms. Guerra sent GCNA copies of the two most recent Performance Bonds submitted by TCB. Ms. Guerra was informed by a GCNA representative that the two purported Performance

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<sup>6</sup> The number "3" at the end of Bid No. 8026-03/11-3 refers to the third renewal under the Option to Renew (OTR).

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Bonds had not been issued by them. Additionally, Ms. Guerra was informed that GCNA had not issued a Performance Bond to TCB since 2006.

An OIG Special Agent contacted Mr. Jeffrey Jubera, Vice President/General Counsel for GCNA. Mr. Jubera was provided with copies of ten surety bonds, consisting of two Bid Bonds and eight Performance Bonds, which had been submitted to the County by TCB bearing the name GCNA as the issuing company. Mr. Jubera was asked to review the ten surety bonds and to provide the OIG with a sworn affidavit as to their authenticity.

On February 13, 2012, Mr. Jubera provided the OIG with a sworn affidavit attesting to the fact that of the ten surety bonds, which TCB presented to the County bearing the surety company name of GCNA, seven were fraudulent documents and had not been issued by GCNA. Only three of the ten bonds were actually issued by GCNA and were legitimate. The affidavit Mr. Jubera provided to the OIG included specific details as to why the seven surety bonds were fraudulent. **(EXHIBIT 1)**

**RESPONSES TO THE DRAFT REPORT**

This report, as a draft, was provided to Robert and Zoila Orue, officers/owners of TCB, for their discretionary written responses. The OIG received no responses to the draft version of this report. The draft report was also provided to PMD/ISD for informational purposes only.

**CONCLUSIONS/RECOMMENDATIONS**

The OIG investigation concluded that TCB submitted a total of seven fraudulent surety bonds to the County, consisting of one fraudulent Bid Bond and six Performance Bonds. This action placed the County at risk for years while TCB enjoyed a lucrative County contract earning over \$25 million. Accordingly, the OIG recommends that PMD/ISD terminate its contractual relationship with TCB and take whatever other action it deems appropriate, including initiating debarment proceedings against TCB.

In accordance with Section 2-1076(d)(2) of the Code of Miami-Dade County, we request a status report addressing the OIG's recommendation and any other actions taken. The OIG requests that we receive this report in 30 days, on or before May 28, 2012.

**Miami-Dade County  
Office of the Inspector General**

**Exhibit 1**

**Affidavit of Jeffrey Jubera, Vice President of  
Claims/General Counsel for Guarantee Company of North America USA (GCNA)  
Includes Copies of All Ten Bonds (2 Bid Bonds and 8 Performance Bonds that are the  
Subject of this Report) Reviewed by Mr. Jubera  
(68 pages)**

**IG12-07**

**AFFIDAVIT OF JEFFREY JUBERA**

1  
2  
3 THE STATE OF MICHIGAN                   §  
4   §  
5 COUNTY OF OAKLAND                   §  
6

7           Jeffrey S. Jubera, being duly sworn, deposes and says:  
8

9           1.       “My name is Jeffrey S. Jubera. I am Vice President of Claims/General  
10 Counsel for Guarantee Company of North American USA (“GCNA”). I am over eighteen  
11 years of age and have never been convicted of a felony or a crime involving moral turpitude.  
12 I am competent to testify as to the matters herein. All statements made within this affidavit  
13 are within my personal knowledge and are true and correct.

14           2.       In my position as Vice President/General Counsel, I have access to files and  
15 systems of GCNA regarding the issuance of surety bonds.

16           3.       At a point in time between 2004 and 2006 GCNA issued surety bonds to TCB  
17 Systems, Inc. of 11861 SW 144 Court, Bay 3, Miami, FL.

18           4.       These bonds were issued through the agency relationship that GCNA  
19 maintains with Brown & Brown, Inc., wherein GCNA provides a Power of Attorney giving  
20 Gerald J. Arch and Michael A. Holmes the authority to sign surety bonds on its behalf.

21           5.       Brown & Brown received approval for and properly authorized three bonds  
22 for TCB Systems, Inc: a Bid Bond for Miami-Dade County EM4648-1/05, dated November  
23 19, 2004 (Exhibit A); a Performance Bond (#80011556) for Miami-Dade County EM4648-  
24 1/05 (Exhibit B), dated February 4, 2005 and; a Performance Bond (#80011561) for Miami-  
25 Dade County EM4648-1/05-I, dated January 11, 2006 (Exhibit C). All three bonds bear the  
26 authentic signature of Michael Holmes, contain the proper address for GCNA, bear the  
27 correct signatures of GCNA officers, and contain the bond number on the bond.

1           6.     GCNA has been presented with seven other bonds, which upon information  
2 and belief, it asserts have been fraudulently created.

3           7.     Bid Bond for Miami-Dade County Bid #8026-3/11-OTR dated April 24, 2006  
4 does not exist in the records of GCNA (Exhibit D). Upon information and belief, it does not  
5 bear the authentic signature of Michael Holmes. GCNA's local address is stated as 9180  
6 Galleria Ct., Ste 300, Naples, FL, when that office did not exist in 2006. The accompanying  
7 Power of Attorney states that the appointment was made on January 7, 2004 by Jules R.  
8 Quenneville, when, in fact, that Power of Attorney had been supplemented by one dated  
9 January 20, 2005 (See Exhibit B, Bond #80011561). Further, the notary stamp certifying Mr.  
10 Quenneville's signature states that Gail Trevor's commission expires on August 2, 2008,  
11 when, in fact, Ms. Trevor ceased being a notary on August 2, 2005. Further, the GCNA's  
12 certifying signature of Gail Latham on the Power of Attorney is incorrect as Ms. Latham left  
13 GCNA's employ prior to this date.

14           8.     Performance Bond #80018758 for Miami-Dade County Bid #4684-1/05  
15 Extension dated June 1, 2006 does not exist in the records of GCNA (Exhibit E). Upon  
16 information and belief, it does not bear the authentic signature of Michael Holmes as  
17 GCNA's Attorney-in-Fact or Joanne Mursell as Notary. It also does not contain the bond  
18 number on the bond form. GCNA's local address is stated as 9180 Galleria Ct., Ste 300,  
19 Naples, FL, when that office did not exist in 2006. GCNA's home office is states as being in  
20 the City of Grosse Pointe Farms, MI, when, in fact, that office moved to Southfield, MI in  
21 2006. The accompanying Power of Attorney states that the appointment was made on  
22 January 7, 2004 by Jules R. Quenneville, when, in fact, that Power of Attorney had been  
23 supplemented by one dated January 20, 2005 (See Exhibit B, Bond #80011561). Further, the

1 notary stamp certifying Mr. Quenneville's signature states that Gail Trevor's commission  
2 expires on August 2, 2008, when, in fact, Ms. Trevor ceased being a notary on August 2,  
3 2005. Further, the GCNA's certifying signature of Gail Latham on the Power of Attorney is  
4 incorrect as Ms. Latham left GCNA's employ prior to this date.

5 9. Performance Bond #80011896 for Miami-Dade County Bid #8026-3/11 dated  
6 January 26, 2007 does not exist in the records of GCNA (Exhibit F). Upon information and  
7 belief, it does not bear the authentic signature of Michael Holmes as GCNA's Attorney-in-  
8 Fact or Joanne Mursell as Notary. It also does not contain the bond number on the bond  
9 form. GCNA's local address is stated as 9180 Galleria Ct., Ste 300, Naples, FL, when that  
10 office did not exist in 2006. GCNA's home office is states as being in the City of Grosse  
11 Pointe Farms, MI, when, in fact, that office moved to Southfield, MI in 2006. The  
12 accompanying Power of Attorney states that the appointment was made on January 7, 2004  
13 by Jules R. Quenneville, when, in fact, that Power of Attorney had been supplemented by  
14 one dated January 20, 2005 (See Exhibit B, Bond #80011561). Further, the notary stamp  
15 certifying Mr. Quenneville's signature states that Gail Trevor's commission expires on  
16 August 2, 2008, when, in fact, Ms. Trevor ceased being a notary on August 2, 2005. Further,  
17 the GCNA's certifying signature of Gail Latham on the Power of Attorney is incorrect as Ms.  
18 Latham left GCNA's employ prior to this date.

19 10. Performance Bond #80032878 for Miami-Dade County Bid #8026-3/11 dated  
20 January 21, 2009 does not exist in the records of GCNA (Exhibit G). Upon information and  
21 belief, it does not bear the authentic signature of Michael Holmes as GCNA's Attorney-in-  
22 Fact or Joanne Mursell as Notary. It also does not contain the bond number on the bond  
23 form. GCNA's local address is stated as 9180 Gallaria Ct., Ste 300, Naples, FL, when that

1 office did not exist in 2006. GCNA's home office is states as being in the City of Grosse  
2 Pointe Farms, MI, when, in fact, that office moved to Southfield, MI in 2006. The  
3 accompanying Power of Attorney states that the appointment was made on January 7, 2004  
4 by Jules R. Quenneville, when, in fact, that Power of Attorney had been supplemented by  
5 one dated January 20, 2005 (See Exhibit B, Bond #80011561). Further, the notary stamp  
6 certifying Mr. Quenneville's signature states that Gail Trevor's commission expires on  
7 August 2, 2010, when, in fact, Ms. Trevor ceased being a notary on August 2, 2005. Further,  
8 the GCNA's certifying signature of Gail Latham on the Power of Attorney is incorrect as Ms.  
9 Latham left GCNA's employ prior to this date.

10 11. Performance Bond #90001586 for Miami-Dade County Bid #8026-3/11-1  
11 dated December 29, 2009 does not exist in the records of GCNA (Exhibit H). Upon  
12 information and belief, it does not bear the authentic signature of Michael Holmes as  
13 GCNA's Attorney-in-Fact or Joanne Mursell as Notary. It also does not contain the bond  
14 number on the bond form. GCNA's local address is stated as 9180 Gallaria Ct., Ste 300,  
15 Naples, FL, when that office did not exist in 2006. GCNA's home office is states as being in  
16 the City of Grosse Pointe Farms, MI, when, in fact, that office moved to Southfield, MI in  
17 2006. The accompanying Power of Attorney states that the appointment was made on  
18 January 7, 2004 by Jules R. Quenneville, when, in fact, that Power of Attorney had been  
19 supplemented by one dated January 20, 2005 (See Exhibit B, Bond #80011561). Further, the  
20 notary stamp certifying Mr. Quenneville's signature states that Gail Trevor's commission  
21 expires on August 2, 2010, when, in fact, Ms. Trevor ceased being a notary on August 2,  
22 2005. Further, the GCNA's certifying signature of Gail Latham on the Power of Attorney is  
23 incorrect as Ms. Latham left GCNA's employ prior to this date.

1           12.     Performance Bond #90014488 for Miami-Dade County Bid #8026-3/11-2  
2     dated December 28, 2010 does not exist in the records of GCNA (Exhibit I). Upon  
3     information and belief, it does not bear the authentic signature of Michael Holmes as  
4     GCNA's Attorney-in-Fact or Joanne Mursell as Notary. It also does not contain the bond  
5     number on the bond form. GCNA's local address is stated as 9180 Gallaria Ct., Ste 300,  
6     Naples, FL, when that office did not exist in 2006. GCNA's home office is states as being in  
7     the City of Grosse Pointe Farms, MI, when, in fact, that office moved to Southfield, MI in  
8     2006. The accompanying Power of Attorney states that the appointment was made on  
9     January 7, 2004 by Jules R. Quenneville, when, in fact, that Power of Attorney had been  
10    supplemented by one dated January 20, 2005 (See Exhibit B, Bond #80011561). Further, the  
11    notary stamp certifying Mr. Quenneville's signature states that Gail Trevor's commission  
12    expires on August 2, 2012, when, in fact, Ms. Trevor ceased being a notary on August 2,  
13    2005. Further, the GCNA's certifying signature of Gail Latham on the Power of Attorney is  
14    incorrect as Ms. Latham left GCNA's employ prior to this date.

15           13.     Performance Bond #90076546 for Miami-Dade County Bid #8026-3/11-3  
16     dated December 30, 2011 does not exist in the records of GCNA (Exhibit J). Upon  
17     information and belief, it does not bear the authentic signature of Michael Holmes as  
18     GCNA's Attorney-in-Fact or Joanne Mursell as Notary. It also does not contain the bond  
19     number on the bond form. GCNA's local address is stated as 9180 Gallaria Ct., Ste 300,  
20     Naples, FL, when that office did not exist in 2006. GCNA's home office is states as being in  
21     the City of Grosse Pointe Farms, MI, when, in fact, that office moved to Southfield, MI in  
22     2006. The accompanying Power of Attorney states that the appointment was made on  
23     January 7, 2004 by Jules R. Quenneville, when, in fact, that Power of Attorney had been

1 | supplemented by one dated January 20, 2005 (See Exhibit B, Bond #80011561). Further, the  
2 | notary stamp certifying Mr. Quenneville's signature states that Gail Trevor's commission  
3 | expires on August 2, 2012, when, in fact, Ms. Trevor ceased being a notary on August 2,  
4 | 2005. Further, the GCNA's certifying signature of Gail Latham on the Power of Attorney is  
5 | incorrect as Ms. Latham left GCNA's employ prior to this date.

6 | 14. Attached as Exhibit K is a listing of bond numbers associated with bonds  
7 | written by Brown & Brown, Inc. for the period of 2004 to present. Information prior to 2008  
8 | is not available. It is apparent, however, that the bond numbers associated with the  
9 | fraudulent bonds are not in numerical order with the authorized bonds.

10 | Further Affiant Sayeth Not."

11 | SIGNED this 13<sup>th</sup> day of February, 2012.

12 |   
13 | JEFFREY S. JUBERA

14 | **SUBSCRIBED AND SWORN TO** before me on this 13<sup>th</sup> day of February 2012,  
15 | to certify which witness my hand and official seal of office.

16 |  
17 |  
18 |  
19 |  
20 |  
21 | Cynthia A. Takal  
22 | Notary Public, State of Michigan  
23 | Oakland County Michigan  
24 | My Commission Expires February 27, 2012  
25 | Acting In the County of Oakland

Cynthia A. Takal  
Notary Public in and for the  
State of Michigan

(Seal)

---

**Bid Bond**

---

KNOW ALL MEN BY THESE PRESENTS, that we **TCB Systems, Inc.**  
11861 SW 144 Court, Bay 3, Miami, FL 33186

as Principal, hereinafter called the Principal, and **Guarantee Company of North America USA**  
9180 Galleria Court, #300, Naples, FL 34109

a corporation duly organized under the laws of the State of **Michigan**

as Surety, hereinafter called the Surety, are held and firmly bound unto Board of County  
Commissioners of Miami-Dade County, 111 N.W. 1st Street, Miami, FL 33128

as Obligee, hereinafter call the Obligee, in the sum of **Five Percent of Amount Bid( 5% )**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these  
presents.

WHEREAS, the said Principal has submitted a bid for **Janitorial Services for Downtown  
Government Complex, Bid No. EM4648-1/05**

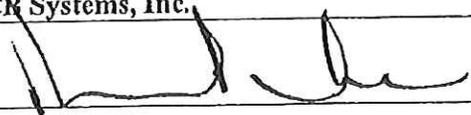
NOW, THEREFORE, if the Obligee shall accept the bid of the principal and the Principal shall enter into a  
Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be  
specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance  
of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or  
in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal  
shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said  
bid and such larger amount for which the Obligee may in good faith contract with another party to perform  
the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and  
effect.

Signed and sealed November 19, 2004.

Witnesses:

TCB Systems, Inc.

(Seal)

By: 

Guarantee Company of North America USA

(Seal)

By: 

Michael A. Holmes, Attorney-In-Fact and  
Florida Resident Agent

1

EXHIBIT A



THE GUARANTEE COMPANY OF NORTH AMERICA USA  
Grosse Pointe Farms, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Grosse Pointe Farms, Michigan, does hereby constitute and appoint

Gerald J. Arch & Michael A. Holmes  
BROWN & BROWN, INC.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 7<sup>th</sup> day of January, 2004.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Jules R. Quenneville, President



STATE OF MICHIGAN  
County of Wayne

On this 7th day of January, 2004 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Gail Trevor  
Notary Public Macomb County, MI  
Acting in Wayne County, Michigan  
My Commission Expires  
August 2, 2005

I, Gail E. Latham, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 19<sup>th</sup> day of November 20 04



Gail E. Latham, Secretary

# THE GUARANTEE COMPANY OF NORTH AMERICA USA

## TERRORISM RIDER

### NOTICE OF TERRORISM COVERAGE AND DISCLOSURE OF PREMIUM

Any loss applicable to a peril covered under this bond that is caused by a certified act of terrorism pursuant to the Terrorism Risk Insurance Act of 2002 (the "Act") will be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding a statutorily established deductible to the insurance company providing this bond.

The portion of your annual premium attributable to certified acts of terrorism under this bond is \$1.00. The cost of terrorism coverage is subject to change on any bond for which an annual premium is charged.

Payment for a loss will not exceed the limit of liability under this bond. This bond will not pay for any portion of certified terrorism loss beyond any applicable annual liability cap set forth in the Act. The terms of this rider do not provide coverage for any loss that would otherwise be excluded by the terms of this bond.

**REQUEST FOR PERFORMANCE BOND VERIFICATION**

**FOR VERIFICATION AND APPROVAL OF PERFORMANCE BOND**

SUBMITTED BY: R. Buena DATE: 2/8/05 PHONE: 4369

DEPARTMENT/DIVISION: D.P.M.

BOND(S) FOR THE BELOW PROJECT IS (ARE) ATTACHED.  
(Check box, if applicable)

CONTRACTOR: TCB Systems, Inc.

PROJECT NAME: Janitorial Services

PERFORMANCE BOND No.: 800 1155 6

CONTRACT AMOUNT: \$ 514,048.00

BID #: EM4684-1/05

AFTER APPROVAL FROM RISK MANAGEMENT AS TO THE PERFORMANCE BOND, THIS FORM AND THE BOND WILL BE RETURNED TO RITA GUERRA, AT THE DEPARTMENT OF PROCUREMENT MANAGEMENT, (305) 375-4369.

**DO NOT WRITE BELOW THIS LINE - FOR RISK MANAGEMENT USE ONLY**

RETURN TO: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NOTES / CORRECTIONS / ETC.

RECEIVED  
DEPARTMENT OF  
PROCUREMENT MANAGEMENT  
05 FEB - 9 PM 2:53  
MIAMI-DADE  
COUNTY  
FLORIDA

APPROVED AS TO PERFORMANCE BOND REQUIREMENTS AS OF 02/09/05  
PHONE: 4282

**RECEIVED**

[Signature]  
RISK MANAGEMENT DIVISION

REVISED NOVEMBER 2004

FEB - 9 2005

RISK MANAGEMENT  
DIVISION

EXHIBIT B

**This is the *front page* of the performance/payment bond issued in compliance with  
Florida Statute Chapter 255.05**

Surety Name: The Guarantee Company of North America USA  
9180 Galleria Court, Suite 300  
Naples, FL 34109  
239-513-2143

Bond Number: 80011556

Contractor Name: TCB Systems, Inc.  
11861 SW 144 Court, Bay 3  
Miami, FL 33186  
305-717-0919

Owner Name: Miami-Dade County  
111 N.W. 1st Street, Suite 1300  
Miami, FL 33122  
305-375-5269

Project Number: EM4648-1/05

Project Description: Janitorial Services Government Center Complex

Project Address: Government Center Complex, Miami, FL

Legal Description of Property: Government Center Complex, Miami, Miami-Dade  
County, FL

**This is the *front page* of the bond. All other pages are subsequent regardless of the  
pre-printed numbers.**



Bond #80011556

## 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            )  
  ) 88  
COUNTY OF DADE            )

KNOW ALL MEN BY THESE MEANS THAT TCB Systems, Inc.  
11861 SW 114 Court, Bay 3, Miami, FL 33186  
As Principal, THE GUARANTEE COMPANY OF NORTH AMERICA USA  
9180 Galleria Court, Suite 300, Naples, FL 34109

A corporation organized under the laws of the State of Michigan  
with its home office in the city of Grosse Pointe Farms 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 Oblige, in the sum of \$514,048.00\*\*\*\* lawful money of the United States of America, for the payment whereof to the Oblige, the Principal and Surety respectively bind themselves, their successors, heirs, and assigns, jointly and severally, finally by these presents.

Signed, sealed and dated this 4th day of February, 2005,

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

Janitorial Services - Governmental Center Complex

Bid No. EM4684-1/05

As evidenced by contract and specifications made a part thereof, entered into between the Principal and the Oblige on the 1st day of December 2004, 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 Oblige for all loss that the Oblige 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 obligations:

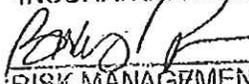
1. Said Principal (Contractor) shall well and truly perform, carry out, and abide by all terms, conditions and provisions of said Contract including all maintenance and warranty provisions and furnish complete the items herein specified in accordance with the terms thereof, and the Obligator herein shall and does hereby agree to indemnify the Oblige 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 Oblige 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 Oblige or Obliges herein specially mentioned, and the obligation hereof shall be several as to the rights of said persons or said Obliges hereof.

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

BOND APPROVED AS TO  
INSURANCE REQUIREMENTS

  
RISK MANAGEMENTS DIVISION  
DATE: 02/09/05

IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this 4th day of February, 20 05

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of: N/A Printed Name of Individual

N/A

N/A Two Witnesses N/A Signature of Individual

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

Signed, sealed and delivered in the presence of: N/A Name of Firm

N/A N/A Signature of Individual

N/A N/A Printed Name of Individual  
Two Witnesses

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of: N/A Name of Firm - A Partnership

N/A N/A Printed Name of One Partner

N/A N/A Signature of One Partner  
Two Witnesses

WHEN PRINCIPAL IS A CORPORATION:

Jorda Che  
Secretary

(Affix Corporate Seal)

TCB SYSTEMS, INC.  
President or Vice-President

Attest:

See Attached Power of Attorney

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Corporate Surety  
9180 Galleria Court, Suite 300  
Naples, FL 34109  
Business Address

Countersigned:

Florida Resident Agent

Michael A. Holmes

By:

Corporate Seal

Michael A. Holmes, Attorney-in-Fact



# THE GUARANTEE COMPANY OF NORTH AMERICA USA

## TERRORISM RIDER

### NOTICE OF TERRORISM COVERAGE AND DISCLOSURE OF PREMIUM

Any loss applicable to a peril covered under this bond that is caused by a certified act of terrorism pursuant to the Terrorism Risk Insurance Act of 2002 (the "Act") will be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses, exceeding a statutorily established deductible to the insurance company providing this bond.

The portion of your annual premium attributable to certified acts of terrorism under this bond is \$1,000. The cost of terrorism coverage is subject to change on any bond for which an annual premium is charged.

Payment for a loss will not exceed the limit of liability under this bond. This bond will not pay for any portion of certified terrorism loss beyond any applicable annual liability cap set forth in the Act. The terms of this rider do not provide coverage for any loss that would otherwise be excluded by the terms of this bond.



THE GUARANTEE COMPANY OF NORTH AMERICA USA  
Grosse Pointe Farms, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Grosse Pointe Farms, Michigan, does hereby constitute and appoint

Gerald J. Arch & Michael A. Holmes  
BROWN & BROWN, INC.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 7<sup>th</sup> day of January, 2004.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Jules R. Quenneville, President



STATE OF MICHIGAN  
County of Wayne

On this 7th day of January, 2004 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Gail Trevor  
Notary Public Macomb County, MI  
Acting In Wayne County, Michigan  
My Commission Expires  
August 2, 2005

I, Gail E. Latham, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 4<sup>th</sup> day of February 20 05



Gail E. Latham, Secretary

**REQUEST FOR PERFORMANCE BOND VERIFICATION**

**FOR VERIFICATION AND APPROVAL OF PERFORMANCE BOND**

SUBMITTED BY: R. GUERRA DATE: 01/18/06 PHONE: 4309  
DEPARTMENT/DIVISION: D.P.M.

BOND(S) FOR THE BELOW PROJECT IS (ARE) ATTACHED.  
(Check box, if applicable)

CONTRACTOR: TCB Systems, Inc  
PROJECT NAME: Janitorial Services  
PERFORMANCE BOND No.: 80011561  
CONTRACT AMOUNT: \$267,024.00  
BID #: EM4648-1/05-1

RECEIVED  
DEPARTMENT OF  
PROCUREMENT  
MIAMI-DADE COUNTY  
FLORIDA  
06 JAN 19 PM 1:53

AFTER APPROVAL FROM RISK MANAGEMENT AS TO THE PERFORMANCE BOND, THIS FORM AND THE BOND WILL BE RETURNED TO RITA GUERRA, AT THE DEPARTMENT OF PROCUREMENT MANAGEMENT, (305) 375-4369.

**DO NOT WRITE BELOW THIS LINE -- FOR RISK MANAGEMENT USE ONLY**

RETURN TO: DPM  
DATE: 1-19-06  
BY: F.F

NOTES / CORRECTIONS / ETC.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO PERFORMANCE BOND REQUIREMENTS AS OF 1-19-06  
PHONE: 4282

**RECEIVED**  
REVISED NOVEMBER 2004  
JAN 19 2006  
RISK MANAGEMENT  
DIVISION

[Signature]  
RISK MANAGEMENT DIVISION

EXHIBIT C

RECEIVED  
DEPARTMENT OF  
PROCUREMENT & MANAGEMENT

06 JAN 18 AM 11:14

MIAMI-DADE COUNTY  
FLORIDA

**This is the *front page* of the performance/payment bond issued in compliance with  
Florida Statute Chapter 255.05**

Surety Name: The Guarantee Company of North America USA  
15 Office Park Circle, Suite 115  
Birmingham, AL 35223  
800-414-2663

Bond Number: 80011561

Contractor Name: TCB Systems, Inc.  
11861 SW 144 Court, Bay 3  
Miami, FL 33186  
305-385-2229

Owner Name: Miami-Dade County Board of County Commissioners  
111 NW 1st Street, Suite 1300  
Miami, FL 33128  
305-375-5269

Project Number: EM4648-1/05-I

Project Description: Janitorial Services for Government Center Complex

Project Address: Government Center Complex, Miami, FL

Legal Description of Property: Government Center Complex, Miami, Miami-Dade  
County, FL

**This is the *front page* of the bond. All other pages are subsequent regardless of the  
pre-printed numbers.**



IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this 11th day of January, 20 06

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of: N/A Printed Name of Individual

N/A

N/A Two Witnesses

N/A Signature of Individual

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

Signed, sealed and delivered in the presence of: N/A Name of Firm

N/A

N/A Two Witnesses

N/A Signature of Individual

N/A Printed Name of Individual

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of: N/A Name of Firm - A Partnership

N/A

N/A Two Witnesses

N/A Printed Name of One Partner

N/A Signature of One Partner

WHEN PRINCIPAL IS A CORPORATION:

*[Handwritten Signature]*  
Secretary

TCB SYSTEMS, INC.

*[Handwritten Signature]*  
Common Name of Corporation

(Affix Corporate Seal)

By: *[Handwritten Signature]*  
President or Vice-President

Attest:

See attached Power of Attorney

Countersigned:

*[Handwritten Signature]*  
Florida Resident Agent: Michael A. Holmes

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Corporate Surety  
15 Office Park Circle, Suite 115  
Birmingham, AL 35223  
Business Address

By: *[Handwritten Signature]*  
Corporate Surety  
Michael A. Holmes, Attorney-in-Fact



# THE GUARANTEE COMPANY OF NORTH AMERICA USA

## TERRORISM RIDER

### NOTICE OF TERRORISM COVERAGE AND DISCLOSURE OF PREMIUM

Any loss applicable to a peril covered under this bond that is caused by a certified act of terrorism pursuant to the Terrorism Risk Insurance Act of 2002 (the "Act") will be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding a statutorily established deductible to the insurance company providing this bond.

The portion of your annual premium attributable to certified acts of terrorism under this bond is \$1.00. The cost of terrorism coverage is subject to change on any bond for which an annual premium is charged.

Payment for a loss will not exceed the limit of liability under this bond. This bond will not pay for any portion of certified terrorism loss beyond any applicable annual liability cap set forth in the Act. The terms of this rider do not provide coverage for any loss that would otherwise be excluded by the terms of this bond.



**THE GUARANTEE COMPANY OF NORTH AMERICA USA**  
Southfield, Michigan

**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*Gerald J. Arch, Michael A. Holmes*  
*Brown & Brown, Inc. - Fort Lauderdale*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 20<sup>th</sup> day of January, 2005.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN  
County of Oakland

Stephen Dullard, Vice President

On this 20<sup>th</sup> day of January, 2005 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



*Gall Trevor*  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires August 2, 2005  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 11<sup>th</sup> day of January 20 06.



Randall Musselman, Secretary

---

**Bid Bond**

---

KNOW ALL MEN BY THESE PRESENTS, that we **TCB SYSTEMS, INC.**  
11861 SW 144 Court, Bay 3, Miami, FL 33186

as Principal, hereafter called the Principal, and **The Guarantee Company of North America USA**  
9180 Galleria Ct. Suite 300, Naples, FL 34109

a corporation duly organized under the laws of the State of **Michigan**

as Surety, hereafter called the Surety, are held and firmly bound unto **Miami-Dade County, Florida, 111**  
**NW 1st Street, #1300, Miami, FL 33128**

as Obligee, hereafter call the Obligee, in the sum of **Five Percent of Total Annual of Bid (5%)**

for the payment of which sum well and truly to be made, the said Principal and the Surety, bid ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal has submitted a bid for **Miami Dade County, Janitorial Services Downtown Government Center Complex, Bid #8026-3/11-OTR**

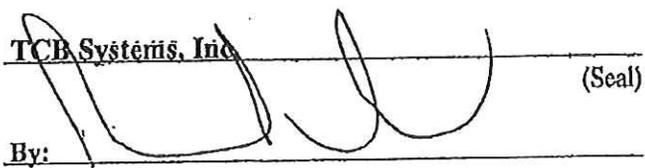
**NOW, THEREFORE**, if the Obligee shall accept the bid of the principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference no to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bis, then this obligation shall be null and void, otherwise to remain in full force and effect.

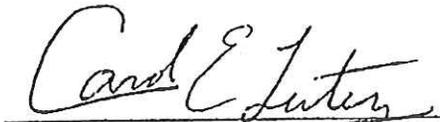
Signed and sealed **April 24, 2006**

Witnesses:



TCB Systems, Inc (Seal)

By: 



The Guarantee Company of North America USA (Seal)

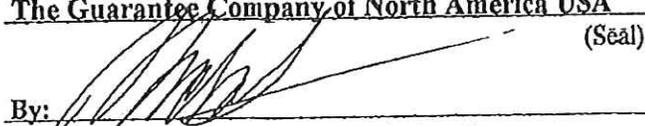
By:   
Michael A. Holmes, Attorney-In-Fact and  
Florida Resident Agent

EXHIBIT D



THE GUARANTEE COMPANY OF NORTH AMERICA USA  
Grosse Pointe Farms, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Grosse Pointe Farms, Michigan, does hereby constitute and appoint

Gerald J. Arch & Michael A. Holmes  
BROWN & BROWN, INC.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 7<sup>th</sup> day of January, 2004.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Jules R. Quenneville, President



STATE OF MICHIGAN  
County of Wayne

On this 7th day of January, 2004 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

Gail Trevor  
Notary Public Macomb County, MI  
Acting in Wayne County, Michigan  
My Commission Expires  
August 2, 2008

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Gail E. Latham, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 24<sup>th</sup> day of April 2006



Gail E. Latham, Secretary

THE GUARANTEE COMPANY OF NORTH AMERICA USA

TERRORISM RIDER

NOTICE OF TERRORISM COVERAGE AND DISCLOSURE OF PREMIUM

Any loss applicable to a peril covered under this bond that is caused by a certified act of terrorism pursuant to the Terrorism Risk Insurance Act of 2002 (the "Act") will be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding a statutorily established deductible to the insurance company providing this bond.

The portion of your annual premium attributable to certified acts of terrorism under this bond is \$1.00. The cost of terrorism coverage is subject to change on any bond for which an annual premium is charged.

Payment for a loss will not exceed the limit of liability under this bond. This bond will not pay for any portion of certified terrorism loss beyond any applicable annual liability cap set forth in the Act. The terms of this rider do not provide coverage for any loss that would otherwise be excluded by the terms if this bond.

**REQUEST FOR PERFORMANCE BOND VERIFICATION**

**FOR VERIFICATION AND APPROVAL OF PERFORMANCE BOND**

SUBMITTED BY: R. Guerra DATE: 6/14/06 PHONE: 4369

DEPARTMENT/DIVISION: D.P.M

BOND(S) FOR THE BELOW PROJECT IS (ARE) ATTACHED.  
(Check box, if applicable)

CONTRACTOR: TCB Systems, Inc

PROJECT NAME: Santoral Services / Government Center

PERFORMANCE BOND No.: 80018758

CONTRACT AMOUNT: \$207,023.00 June 01, 2006 - Nov. 30, 2006

BID #: EM4048-1/05-1

RECEIVED  
DEPT OF PROCUREMENT MGMT  
ADMINISTRATIVE DIVISION  
06 JUN 14 PM 3:18  
VENUE ASSISTANCE SECTION  
MIAMI-DADE COUNTY FLA

AFTER APPROVAL FROM RISK MANAGEMENT AS TO THE PERFORMANCE BOND, THIS FORM AND THE BOND WILL BE RETURNED TO RITA GUERRA, AT THE DEPARTMENT OF PROCUREMENT MANAGEMENT, (305) 375-4369.

**DO NOT WRITE BELOW THIS LINE - FOR RISK MANAGEMENT USE ONLY**

RETURN TO: \_\_\_\_\_  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_

NOTES / CORRECTIONS / ETC.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO PERFORMANCE BOND REQUIREMENTS AS OF 06/14/06  
PHONE: 4282

[Signature]  
RISK MANAGEMENT DIVISION

RECEIVED  
REVISADO NOVEMBER 2004  
JUN 14 2006  
RISK MANAGEMENT  
DIVISION

EXHIBIT E



SYSTEMS, INC.

Complete Janitorial Services

11861 S.W. 144 Court  
Boy # 3  
Miami, FL 33186

Tel: (305) 385-2229  
Fax: (305) 385-2440  
Broward: (954) 755-1266

June 1, 2006

Mr. Abe Rodriguez, Sr. Procurement Agent  
Miami-Dade County, Florida  
Department of Procurement Management  
111 NW 1 Street, Suite 1300  
Miami, Florida 33128-1974

**RE: Bid No. EM4648-1/05, Janitorial Services for Governmental Center Complex**

Dear Mr. Rodriguez,

Enclosed you will find the performance bond for the above referenced contract for the extension period from June 1, 2006 thru November 30, 2005.

If you have any questions do not hesitate to contact me.

Sincerely,

Eduardo Maestri  
District Manager

RECEIVED  
DEPARTMENT OF  
PROCUREMENT MANAGEMENT  
06 JUN -9 PM 3:39  
MIAMI-DADE COUNTY  
FLORIDA

**This is the front page of the performance/payment bond issued in compliance with  
Florida Statute Chapter 255.05**

**Surety Name:** The Guarantee Company of North America USA  
9180 Galleria Court, Suite 300  
Naples, FL 34109  
239-513-2143

**Bond Number:** 80018758

**Contractor Name:** TCB Systems, Inc.  
11861 SW 144 Court, Bay 3  
Miami, FL 33186  
305-385-2229

**Owner Name:** Miami-Dade County  
111 NW 1st Street, Suite 1300  
Miami, FL 33128  
305-375-5269

**Project Number:** EM4648-1/05

**Project Description:** Janitorial Services Government Center Complex

**Project Address:** Government Center Complex, Miami, FL

**Legal Description of Property:** Government Center Complex, Miami, Miami-Dade  
County, FL

**This is the front page of the bond. All other pages are subsequent regardless of the  
pre-printed numbers,**



MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

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

BOND APPROVED AS TO INSURANCE REQUIREMENTS

STATE OF FLORIDA )
COUNTY OF DADE )

RISK MANAGERMENTS DIVISON

DATE: 06/14/06

KNOW ALL MEN BY THESE MEANS THAT TCB Systems, Inc.
11861 SW 144 Court, Bay 3, Miami, FL 33186

As Principal, and THE GUARANTEE COMPANY OF NORTH AMERICA USA
9180 Galleria Court, Suite 300, Naples, FL 34109

A corporation organized under the laws of the State of Michigan
with its home office in the city of Grosse Pointe Farms, (said Principal and said Surety hereinafter collectively being referred to as Obligor), 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 Oblige, in the sum of \$ 267,023.80 lawful money of the United States of America, for the payment whereof to the Oblige, the Principal and Surety respectively bind themselves, their successors, heirs, and assigns, jointly and severally, finally by these present.

Signed, sealed and dated this 24th day of May, 20 06

WHEREAS the Principal and Oblige have entered into a written contract, hereinafter called the "Contract" for
Janitorial Services - Governmental Center Complex
Bid No. EM4648-1/05

As evidenced by contract and specifications made a part thereof, entered into between the Principal and the Oblige on the 1st day of June, 2006 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 Oblige for all loss that the Oblige 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 Obligor herein shall and does hereby agree to indemnify the Oblige 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 Oblige 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 Oblige or Obliges herein specially mentioned, and the obligations hereof shall be several as to the rights of said persons or said Obliges 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 24th day of May, 2006

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of: N/A Printed Name of Individual  
N/A  
N/A N/A  
Two Witnesses Signature of Individual

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

Signed, sealed and delivered in the presence of: N/A Name of Firm  
N/A N/A  
N/A N/A  
Two Witnesses Signature of Individual  
Printed Name of Individual

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of: N/A Name of Firm - A Partnership  
N/A N/A  
N/A N/A  
Two Witnesses Printed Name of One Partner  
Signature of One Partner

WHEN PRINCIPAL IS A CORPORATION:

Zuda One [Signature]  
Secretary TCB Systems, Inc.  
(Affix Corporate Seal) Correct Name of Corporation  
By: [Signature]  
President or Vice-President

Attest:

See Attached Power of Attorney THE GUARANTEE COMPANY OF NORTH AMERICA USA  
Corporation by Galleria Court, Suite 300  
Naples, FL 34109  
Business Address

Countersigned: [Signature]  
Florida Resident Agent Michael A. Holmes

By: [Signature]  
Corporate Seal Michael A. Homes, Attorney-In-Fact

CORPORATE PRINCIPAL CERTIFICATION

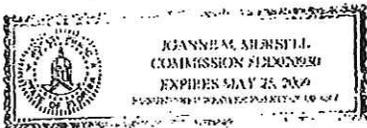
I \_\_\_\_\_, certify that I am the Secretary of the Corporation named as principal in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the principal, was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was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

Corporate Seal

STATE OF FLORIDA )
COUNTY OF DADE )
SS

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared: Michael A. Holmes to me well known, who being by me first duly sworn upon oath says that he/she is the Attorney-in-fact for the THE GUARANTEE COMPANY OF NORTH AMERICA USA and that he/she has been authorized by THE GUARANTEE COMPANY OF NORTH AMERICA USA 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 24th day of May A.D. 20 06



Joanne M. Russell
Notary Public, State of Florida at Large
My commission expires May 25, 2009

**THE GUARANTEE COMPANY OF NORTH AMERICA USA**

**TERRORISM RIDER**

**NOTICE OF TERRORISM COVERAGE AND DISCLOSURE OF PREMIUM**

Any loss applicable to a peril covered under this bond that is caused by a certified act of terrorism pursuant to the Terrorism Risk Insurance Act of 2002 (the "Act") will be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding a statutorily established deductible to the insurance company providing this bond.

The portion of your annual premium attributable to certified acts of terrorism under this bond is \$1.00. The cost of terrorism coverage is subject to change on any bond for which an annual premium is charged.

Payment for a loss will not exceed the limit of liability under this bond. This bond will not pay for any portion of certified terrorism loss beyond any applicable annual liability cap set forth in the Act. The terms of this rider do not provide coverage for any loss that would otherwise be excluded by the terms if this bond.



THE GUARANTEE COMPANY OF NORTH AMERICA USA  
Grosse Pointe Farms, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Grosse Pointe Farms, Michigan, does hereby constitute and appoint

Gerald J. Arch & Michael A. Holmes  
BROWN & BROWN, INC.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 7<sup>th</sup> day of January, 2004.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Jules R. Quenneville, President



STATE OF MICHIGAN  
County of Wayne

On this 7th day of January, 2004 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

Gail Trevor  
Notary Public Macomb County, MI  
Acting in Wayne County, Michigan  
My Commission Expires  
August 2, 2008

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Gail E. Latham, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 24<sup>th</sup> day of May 2006



Gail E. Latham, Secretary

**REQUEST FOR PERFORMANCE BOND VERIFICATION**

**FOR VERIFICATION AND APPROVAL OF PERFORMANCE BOND**

SUBMITTED BY: R. Guerra DATE: 2/20/07 PHONE: 4369

DEPARTMENT/DIVISION: D.P.M.

BOND(S) FOR THE BELOW PROJECT IS (ARE) ATTACHED.  
(Check box, if applicable)

CONTRACTOR: TCB Systems, Inc

PROJECT NAME: Sanitorial Services

PERFORMANCE BOND No.: 80011796

CONTRACT AMOUNT: \$ 640,834.73

BID #: 8026-3/11

RECEIVED  
DEPT OF PROCUREMENT MGMT.  
ADMIN. & FISCAL DIV.  
07 FEB 23 PM 3:17  
HIAH-DADE COUNTY, FL

AFTER APPROVAL FROM RISK MANAGEMENT AS TO THE PERFORMANCE BOND, THIS FORM AND THE BOND WILL BE RETURNED TO RITA GUERRA, AT THE DEPARTMENT OF PROCUREMENT MANAGEMENT, (305) 375-4369.

DO NOT WRITE BELOW THIS LINE - FOR RISK MANAGEMENT USE ONLY

RETURN TO: Proc  
DATE: 02/22/07  
BY: RG

NOTES / CORRECTIONS / ETC.

APPROVED AS TO PERFORMANCE BOND REQUIREMENTS AS OF 02/22/07  
PHONE: 4282



Rosa Guerra  
RISK MANAGEMENT DIVISION

REVISED NOVEMBER 2004

EXHIBIT F

RECEIVED  
DEPARTMENT OF  
PROCUREMENT MANAGEMENT  
07 FEB 20 AM 11:50  
MIAMI-DADE COUNTY  
FLORIDA

**This is the *front page* of the performance/payment bond issued in compliance with  
Florida Statute Chapter 255.05**

Surety Name: The Guarantee Company of North America USA  
9180 Galleria Court, Suite 300  
Naples, FL 34109  
239-513-2143

Bond Number: 80011896

Contractor Name: TCB Systems, Inc.  
11861 SW 144 Court, Bay 3  
Miami, FL 33186  
305-385-2229

Owner Name: Miami Dade County  
111 NW 1st Street, Suite 1300  
Miami, FL 33128  
305-375-5269

Project Number: 8026-3/11

Project Description: Janitorial Services, Downtown Government Complex

Project Address: Downtown Government Complex, Miami, FL

Legal Description of Property: Downtown Government Complex, Miami, Miami-Dade  
County, FL

**This is the *front page* of the bond. All other are subsequent regardless of the  
pre -printed numbers**



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 )
COUNTY OF DADE )

KNOW ALL MEN BY THESE MEANS THAT TCB Systems, Inc.

11861 SW 144 Court, Bay 3, Miami, FL 33186

As Principal, and THE GUARANTEE COMPANY OF NORTH AMERICA USA
9180 Galleria Court, Suite 300, Naples, FL 34109

11083

A corporation organized under the laws of the State of Michigan
with its home office in the city of Grosse Pointe Farms, as Surety, (said Principal and said Surety hereinafter collectively being referred to as
Obligor), 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 Oblige, in the sum of \$640,834.73 lawful money of the
United States of America, for the payment whereof to the Oblige, the Principal and Surety respectively bind themselves, their successors, heirs, and assigns,
jointly and severally, finally by these present.

Signed, sealed and dated this 26th day of January, 2007

WHEREAS the Principal and Oblige have entered into a written contract, hereinafter called the "Contract" for
Janitorial Services -Downtown Government Complex

Bid No. 8026-3/11

As evidenced by contract and specifications made a part thereof, entered into between the Principal and the Oblige on the 1st day of January
2007 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 Oblige for all loss that the
Oblige 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 Obligor herein shall and
does hereby agree to indemnify the Oblige 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 Oblige 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 Oblige or Obliges herein specially mentioned, and the obligations hereof shall be several as to the rights of said persons or said
Obliges 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 26th day of January, 20 07

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of: N/A Printed Name of Individual

N/A  
N/A Signature of Individual  
Two Witnesses

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

Signed, sealed and delivered in the presence of: N/A Name of Firm

N/A Signature of Individual  
N/A Printed Name of Individual  
Two Witnesses

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of: N/A Name of Firm - A Partnership

N/A Printed Name of One Partner  
N/A Signature of One Partner  
Two Witnesses

WHEN PRINCIPAL IS A CORPORATION:

Bula Che Secretary  
(Affix Corporate Seal)  
By: TCB Systems, Inc. Correct Name of Corporation  
[Signature] President or Vice-President

Attest:

See Attached Power of Attorney

THE GUARANTEE COMPANY OF NORTH AMERICA USA  
918 Galleria Court, Suite 300  
Naples, FL 34109

Countersigned:

[Signature] Michael A. Holmes, Attorney-In-Fact  
Florida Resident Agent

Rosa Garcia  
RISK MANAGEMENTS DIVISION  
DATE: 02/22/07





THE GUARANTEE COMPANY OF NORTH AMERICA USA  
Grosse Pointe Farms, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Grosse Pointe Farms, Michigan, does hereby constitute and appoint

Gerald J. Arch & Michael A. Holmes  
BROWN & BROWN, INC.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 7<sup>th</sup> day of January, 2004.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

*Jules R. Quenneville*

Jules R. Quenneville, President

STATE OF MICHIGAN  
County of Wayne

On this 7th day of January, 2004 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

Gail Trevor  
Notary Public Mecomb County, MI  
Acting in Wayne County, Michigan  
My Commission Expires  
August 2, 2003

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Gail Trevor*

I, Gail E. Latham, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 26<sup>th</sup> day of January 2007



*Gail E. Latham*

Gail E. Latham, Secretary

## **TERRORISM RIDER**

### **NOTICE OF TERRORISM COVERAGE AND DISCLOSURE OF PREMIUM**

Any loss applicable to a peril covered under this bond that is caused by a certified act of terrorism pursuant to the Terrorism Risk Insurance Act of 2002 (the "Act") will be partially reimbursed by the United State under a formula established by federal law. Under this formula, the United Stated pays 90% of covered terrorism losses exceeding a statutorily established deductible to the insurance company providing this bond.

The portion of your annual premium attributable to certified acts of terrorism under this bond is \$1.00. The cost of terrorism coverage is subject to change on any bond for which an annual premium is charged.

Payment for a loss will not exceed the limit of liability under this bond. This bond will not pay for any portion of certified terrorism loss beyond any applicable annual liability cap set forth in the Act. The terms of this rider do not provide coverage for any loss that would otherwise be excluded by the terms of this bond.

**REQUEST FOR PERFORMANCE BOND VERIFICATION**

**FOR VERIFICATION AND APPROVAL OF PERFORMANCE BOND**

SUBMITTED BY: R. Guerra DATE: 1/26/09 PHONE: 4369

DEPARTMENT/DIVISION: D.P.M.

BOND(S) FOR THE BELOW PROJECT IS (ARE) ATTACHED.  
(Check box, if applicable)

CONTRACTOR: TCB Systems, Inc

PROJECT NAME: Intertax Services

PERFORMANCE BOND No.: 80032878

CONTRACT AMOUNT: \$ 888,059.76

BID #: 8026-3/11-1

RECEIVED  
JAN 27 PM 1:50  
RISK MANAGEMENT DIVISION

AFTER APPROVAL FROM RISK MANAGEMENT AS TO THE PERFORMANCE BOND, THIS FORM AND THE BOND WILL BE RETURNED TO RITA GUERRA, AT THE DEPARTMENT OF PROCUREMENT MANAGEMENT, (305) 375-4369.

DO NOT WRITE BELOW THIS LINE - FOR RISK MANAGEMENT USE ONLY

RETURN TO: DPM  
DATE: 01/27/09  
BY: PAP

NOTES / CORRECTIONS / ETC.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO PERFORMANCE BOND REQUIREMENTS AS OF 01/27/09  
PHONE: 4282

[Signature]  
RISK MANAGEMENT DIVISION

REVISED NOVEMBER 2004

EXHIBIT 6

**This is the front page of the performance/payment bond issued in compliance with  
Florida Statue Chapter 255.05**

Surety Name: The Guarantee Company of North America USA  
9180 Galleria Court, Suite 300  
Naples, FL 34109  
239-513-2143

Bond Number: 80032878

Contractor Name: TCB Systems, Inc.  
11861 SW 144 Court, Bay 3  
Miami, FL 33186

Owner Name: Miami Dade County  
111 NW 1st Street, Suite 1300  
Miami, FL 33128  
305-375-5269

Project Number: 8026-3/11

Project Description: Janitorial Services, Downtown Governmental Complex

Project Address: Downtown Governmental Complex, Miami, FL

Legal Description of Property: Downtown Governmental Complex, Miami, Miami-Dade  
County, FL

PROBATION DEPARTMENT  
09 JAN 26 AM 8:09  
MIAMI-DADE COUNTY  
FLORIDA

**This is the front page of the bond. All other are subsequent regardless of the  
Pre-printed numbers**



IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this 21st day of January, 2009

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of: N/A  
Printed Name of Individual

N/A

N/A N/A  
Two Witnesses Signature of Individual

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

Signed, sealed and delivered in the presence of: N/A  
Name of Firm

N/A N/A  
Signature of Individual

N/A N/A  
Two Witnesses Printed Name of Individual

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of: N/A  
Name of Firm - A Partnership

N/A N/A  
Printed Name of One Partner

N/A N/A  
Two Witnesses Signature of One Partner

WHEN PRINCIPAL IS A CORPORATION:

Zula One  
Secretary

TCB Systems, Inc.  
Correct Name of Corporation  
By: [Signature]  
President or Vice-President

(Affix Corporate Seal)

Attest:  
See Attached Power of Attorney

Countersigned: [Signature]  
Florida Resident Agent Michael A. Holmes

THE GUARANTEE COMPANY OF NORTH  
~~AMERICA~~ USA  
9180 Galleria Court, Suite 300  
Naples, FL 34109  
Business Address

By: [Signature]  
Corporate Seal Michael A. Holmes, Attorney In-Fact



THE GUARANTEE COMPANY OF NORTH AMERICA USA

TERRORISM RIDER

**NOTICE OF TERRORISM COVERAGE AND DISCLOSURE OF PREMIUM**

Any loss applicable to a peril covered under this bond that is caused by a certified act of terrorism pursuant to the Terrorism Risk Insurance Act of 2002 (the "Act") will be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding a statutorily established deductible to the insurance company providing this bond.

The portion of your annual premium attributable to certified acts of terrorism under this bond is \$1.00. The cost of terrorism coverage is subject to change on any bond for which an annual premium is charged.

Payment for a loss will not exceed the limit of liability under this bond. This bond will not pay for any portion of certified terrorism loss beyond any applicable annual liability cap set forth in the Act. The terms of this rider do not provide coverage for any loss that would otherwise be excluded by the terms of this bond.



THE GUARANTEE COMPANY OF NORTH AMERICA USA  
Grosse Pointe Farms, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Grosse Pointe Farms, Michigan, does hereby constitute and appoint

Gerald J. Arch & Michael A. Holmes  
BROWN & BROWN, INC.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 7<sup>th</sup> day of January, 2004.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Jules R. Quenneville, President



STATE OF MICHIGAN  
County of Wayne

On this 7th day of January, 2004 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Gail Trevor  
Notary Public Macomb County, MI  
Acting in Wayne County, Michigan  
My Commission Expires  
August 2, 2010

I, Gail B. Latham, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 21<sup>st</sup> day of January 2009



Gail E. Latham, Secretary

**REQUEST FOR PERFORMANCE BOND VERIFICATION**

**FOR VERIFICATION AND APPROVAL OF PERFORMANCE BOND**

SUBMITTED BY: R. GUERRA DATE: 01/10 PHONE: 4369

DEPARTMENT/DIVISION: D.P.M.

BOND(S) FOR THE BELOW PROJECT IS (ARE) ATTACHED.  
(Check box, if applicable)

CONTRACTOR: TCB Systems, Inc.

PROJECT NAME: Sanitorial Services

PERFORMANCE BOND No.: 9000 1536

CONTRACT AMOUNT: \$ 960,530.22

BID #: 8026-3/11-2

RECEIVED  
DEPT. OF PROCUREMENT MGMT.  
MIAMI-DADE COUNTY, FL  
10 JAN 13 PM 3:19  
TERRON, ASSISTANT COUNTY CLERK  
MIAMI-DADE COUNTY, FL

AFTER APPROVAL FROM RISK MANAGEMENT AS TO THE PERFORMANCE BOND, THIS FORM AND THE BOND WILL BE RETURNED TO RITA GUERRA, AT THE DEPARTMENT OF PROCUREMENT MANAGEMENT, (305) 375-4369.

DO NOT WRITE BELOW THIS LINE - FOR RISK MANAGEMENT USE ONLY

RETURN TO: \_\_\_\_\_  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_

NOTES / CORRECTIONS / ETC.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO PERFORMANCE BOND REQUIREMENTS AS OF 01/12/10  
PHONE: 4382

[Signature]  
RISK MANAGEMENT DIVISION

JAN 12 2010

REVISÉD NOVEMBER 2004  
RISK MANAGEMENT  
DIVISION

EXHIBIT H

**This is the front page of the performance/payment bond issued in compliance with Florida Statute Chapter 255.05**

Surety Name: The Guarantee Company of North America USA  
9180 Galleria Court, Suite 300  
Naples, FL 34109  
239-513-2143

Bond Number: 90001586

Contractor Name: TCB Systems, Inc.  
11861 SW 144 Court, Bay 3  
Miami, FL 33186  
305-385-2229

Owner Name: Miami Dade County  
111 NW 1st Street, Suite 1300  
Miami, FL 33128  
305-375-5269

Project Number: 8026-3/11

Project Description: Janitorial Services, Downtown Government Complex

Project Address: Downtown Government Complex, Miami, FL

Legal Description of Property: Downtown Government Complex, Miami, Miami-Dade County, FL

2010 JAN -4 PM 4: 10  
MAY 12 2010  
RISK MANAGEMENT DIVISION

**This is the front page of the bond. All other are subsequent regardless of the pre-printed numbers**

RECEIVED  
JAN 12 2010  
RISK MANAGEMENT  
DIVISION



MIAMI-DADE COUNTY, FLORIDA
PERFORMANCE AND PAYMENT BOND

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

BOND APPROVED AS TO
INSURANCE REQUIREMENTS
DATE: 01/12/10

STATE OF FLORIDA )
COUNTY OF DADE )

KNOW ALL MEN BY THESE MEANS THAT TCB Systems, Inc.
11861 SW 144 Court Bay 3, Miami, FL 33186
As Principal, and THE GUARANTEE COMPANY OF NORTH AMERICA USA
9180 Gallaria Court, Suite 300, Naples, FL 34109

A corporation organized under the laws of the State of Michigan
with its home office in the city of Grosse Pointe Park, Michigan, (said Principal and said Surety hereinafter collectively being referred to as
Obligor), 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 Obligees, in the sum of \$ 960,580.22 lawful money of the
United States of America, for the payment whereof to the Obligees, the Principal and Surety respectively bind themselves, their successors, heirs, and assigns,
jointly and severally, finally by these present.

Signed, sealed and dated this 29th day of December, 2009

WHEREAS the Principal and Obligees have entered into a written contract, hereinafter called the "Contract" for
Janitorial Services - Downtown Governmental Complex
Bid No# 8026-3/11-1

As evidenced by contract and specifications made a part thereof, entered into between the Principal and the Obligees on the 1st day of January,
2010, 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 Obligees for all loss that the
Obligees 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 Obligor herein shall and
does hereby agree to indemnify the Obligees 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 Obligees 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 Obligees 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 29th day of December, 2010

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of: N/A  
Printed Name of Individual

N/A

N/A  
Two Witnesses

N/A  
Signature of Individual

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

Signed, sealed and delivered in the presence of: N/A  
Name of Firm

N/A

N/A  
Two Witnesses

N/A  
Signature of Individual  
N/A  
Printed Name of Individual

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of: N/A  
Name of Firm - A Partnership

N/A

N/A  
Two Witnesses

N/A  
Printed Name of One Partner  
N/A  
Signature of One Partner

WHEN PRINCIPAL IS A CORPORATION:

[Signature]  
Secretary

(Affix Corporate Seal)

TCB Systems, Inc.  
Correct Name of Corporation  
By: [Signature]  
President or Vice-President

Attest:  
See Attached Power of Attorney

Countersigned: [Signature]  
Florida Resident Agent Michael A Holmes

THE GUARANTEE COMPANY OF NORTH  
AMERICA USA

9180 Galleria Court, Suite 300

News Address, FL 34108

By: [Signature]  
Corporate Seal Michael A Holmes, Attorney  
In-Fact

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 for and in behalf of said corporation by authority of its governing body.

Corporate Seal

STATE OF FLORIDA )
COUNTY OF DADE )
SS

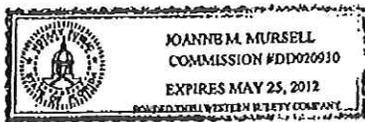
Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared: Michael A. \_\_\_\_\_

Holmes \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath says that he/she

is the Attorney-in-fact for the THE GUARANTEE COMPANY OF NORTH AMERICA USA and that he/she has been authorized by THE GUARANTEE COMPANY OF NORTH AMERICA USA 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 29TH day of December A.D. 2009



Joanne M. Murrell
Notary Public, State of Florida at Large
My commission expires May 25, 2012



THE GUARANTEE COMPANY OF NORTH AMERICA USA  
Grosse Pointe Farms, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Grosse Pointe Farms, Michigan, does hereby constitute and appoint

Gerald J. Arch & Michael A. Holmes  
BROWN & BROWN, INC.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 7<sup>th</sup> day of January, 2004.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

*Jules R. Quenneville*

Jules R. Quenneville, President

STATE OF MICHIGAN  
County of Wayne

On this 7th day of January, 2004 before me came the individual who executed the preceding Instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

Gail Trevor  
Notary Public Macomb County, MI  
Acting in Wayne County, Michigan  
My Commission Expires  
August 2, 2010

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Gail Trevor*

I, Gail E. Latham, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 29<sup>th</sup> day of December 2009



*Gail E. Latham*

Gail E. Latham, Secretary

## **TERRORISM RIDER**

### **NOTICE OF TERRORISM COVERAGE AND DISCLOSURE OF PREMIUM**

Any loss applicable to a peril covered under this bond that is caused by a certified act of terrorism pursuant to the Terrorism Risk Insurance Act of 2002 (the "Act") will be partially reimbursed by the United State under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding a statutorily established deductible to the insurance company providing this bond.

The portion of your annual premium attributable to certified acts of terrorism under this bond is \$1.00. The cost of terrorism coverage is subject to change on any bond for which an annual premium is charged.

Payment for a loss will not exceed the limit of liability under this bond. This bond will not pay for any portion of certified terrorism loss beyond any applicable annual liability cap set forth in the Act. The terms of this rider do not provide coverage for any loss that would otherwise be excluded by the terms of this bond.

**REQUEST FOR PERFORMANCE BOND VERIFICATION**

**FOR VERIFICATION AND APPROVAL OF PERFORMANCE BOND**

SUBMITTED BY: R. GUERRA DATE: 01/06/11 PHONE: 4369

DEPARTMENT/DIVISION: D.P.M.

BOND(S) FOR THE BELOW PROJECT IS (ARE) ATTACHED.  
(Check box, if applicable)

CONTRACTOR: T.C. Systems, Inc.

PROJECT NAME: Sanitorial Services (Downtown Complex)

PERFORMANCE BOND No.: 90014488

CONTRACT AMOUNT: \$960,580.22

BID #: 8026-2/11-3

RECEIVED  
MDC-PROCUREMENT MGMT  
VENDOR SERVICES UNIT  
2011 JAN 10 P 3 31

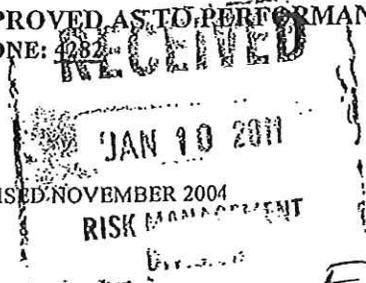
AFTER APPROVAL FROM RISK MANAGEMENT AS TO THE PERFORMANCE BOND, THIS FORM AND THE BOND WILL BE RETURNED TO RITA GUERRA, AT THE DEPARTMENT OF PROCUREMENT MANAGEMENT, (305) 375-4369.

DO NOT WRITE BELOW THIS LINE - FOR RISK MANAGEMENT USE ONLY

RETURN TO: \_\_\_\_\_  
DATE: \_\_\_\_\_  
BY: \_\_\_\_\_

NOTES / CORRECTIONS / ETC.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO PERFORMANCE BOND REQUIREMENTS AS OF 01/10/11  
PHONE: \_\_\_\_\_



[Signature]  
RISK MANAGEMENT DIVISION

EXHIBIT I

**This is the *front page* of the performance/payment bond issued in compliance with  
Florida Statute Chapter 255.05**

Surety Name: The Guarantee Company of North America USA  
9180 Galleria Court, Suite 300  
Naples, FL 34109  
239-513-2143

Bond Number: 90014488

Contractor Name: TCB Systems, Inc.  
13751 SW 143 Court, Unit 105  
Miami, FL 33186  
305-385-2229

Owner Name: Miami-Dade County  
111 NW 1<sup>st</sup> Street, Suite 1300  
Miami, FL 33128

Project Name: 8026-3/11-2

Project Description: Janitorial Services, Downtown Government Complex

Project Address: Downtown Government Complex, Miami, FL

Legal Description of Property: Downtown Government Complex, Miami, Miami-Dade  
County, FL

2011 JUN -5 PM 1:23

**This is the *front page* of the bond. All other are subsequent regardless of the  
pre-printed numbers**



IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this 28th day of December, 2010

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of: N/A Printed Name of Individual  
N/A  
N/A Signature of Individual  
Two Witnesses

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

Signed, sealed and delivered in the presence of: N/A Name of Firm  
N/A Signature of Individual  
N/A Printed Name of Individual  
Two Witnesses

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of: N/A Name of Firm - A Partnership  
N/A Printed Name of One Partner  
N/A Signature of One Partner  
Two Witnesses

WHEN PRINCIPAL IS A CORPORATION:

Bonita Chee Secretary  
(Affix Corporate Seal)  
By: TCB Systems, Inc. Correct Name of Corporation  
[Signature] President or Vice-President

Attest:

See Attached Power of Attorney

Countersigned: [Signature]  
Florida Resident Agent Michael A. Holmes

THE GUARANTEE COMPANY OF NORTH  
AMERICA USA  
9180 Galleria Court, Suite 300  
Naples, FL 34109

By: [Signature] Corporate Seal  
Michael A. Holmes, Attorney In-Fact

THE GUARANTEE COMPANY OF NORTH AMERICA USA

TERRORISM RIDER

**NOTICE OF TERRORISM COVERAGE AND DISCLOSURE OF PREMIUM**

Any loss applicable to a peril covered under this bond that is caused by a certified act of terrorism pursuant to the Terrorism Risk Insurance Act of 2002 (the "Act") will be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding a statutorily established deductible to the insurance company providing this bond.

The portion of your annual premium attributable to certified acts of terrorism under this bond is \$1.00. The cost of terrorism coverage is subject to change on any bond for which an annual premium is charged.

Payment for a loss will not exceed the limit of liability under this bond. This bond will not pay for any portion of certified terrorism loss beyond any applicable annual liability cap set forth in the Act. The terms of this rider do not provide coverage for any loss that would otherwise be executed by the terms of this bond.

**This is the *front page* of the performance/payment bond issued in compliance with Florida Statute Chapter 255.05**

Surety Name: The Guarantee Company of North America USA  
9180 Galleria Court, Suite 300  
Naples, FL 34109  
239-513-2143

Bond Number: 90076546

Contractor Name: TCB Systems, Inc.  
13751 SW 143 Court, Unit 105  
Miami, FL 33186  
305-385-2229

Owner Name: Miami-Dade County  
111 NW 1<sup>st</sup> Street, Suite 1300  
Miami, FL 33128

Project Name: 8026-3/11-3

Project Description: Janitorial Services, Downtown Government Complex

Project Address: Downtown Government Complex, Miami, FL

Legal Description of Property: Downtown Government Complex, Miami, Miami-Dade County, FL

RECEIVED  
MDC-PROCUREMENT MGMT  
VEHICLE SERVICES UNIT  
2012 JAN 20 P 2:20

**This is the *front page* of the bond. All other are subsequent regardless of the pre-printed numbers**

EXHIBIT J



**MIAMI-DADE COUNTY, FLORIDA  
PERFORMANCE AND PAYMENT BOND**

RECEIVED  
MDC-PROCUREMENT MGMT  
VENDOR SERVICES UNIT

2012 JAN 20 P 2:20

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 TCB Systems, Inc.  
13751 SW 143 Ct., Unit 105, Miami, FL 33186

As Principal, and THE GUARANTEE COMPANY OF NORTH AMERICA USA  
9180 Gallaria Court, Suite 300, Naples, FL 34109

A corporation organized under the laws of the State of Michigan  
with its home office in the city of Grosse Pointe Park, Michigan (said Principal and said Surety hereinafter collectively being referred to as  
Obligor), 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 Obligeo, in the sum of \$480,000.00 lawful money of the  
United States of America, for the payment whereof to the Obligeo, the Principal and Surety respectively bind themselves, their successors, heirs, and assigns,  
jointly and severally, finally by these present.

Signed, sealed and dated this 30th day of December, 2011.

WHEREAS the Principal and Obligeo have entered into a written contract, hereinafter called the "Contract" for  
Janitorial Services - Downtown Governmental Complex  
Bid No.: 8026-3/11-3

As evidenced by contract and specifications made a part thereof, entered into between the Principal and the Obligeo on the 1st day of January  
2012, 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 Obligeo for all loss that the  
Obligeo 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 Obligor herein shall and  
does hereby agree to indemnify the Obligeo 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 Obligeo 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 Obligeo 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.





THE GUARANTEE COMPANY OF NORTH AMERICA USA  
Grosse Pointe Farms, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Grosse Pointe Farms, Michigan, does hereby constitute and appoint

Gerald J. Arch & Michael A. Holmes  
BROWN & BROWN, INC.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 7<sup>th</sup> day of January, 2004.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Jules R. Quenneville, President

STATE OF MICHIGAN  
County of Wayne

On this 7th day of January, 2004 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Gail Trevor  
Notary Public Macomb County, MI  
Acting in Wayne County, Michigan  
My Commission Expires  
August 2, 2012

I, Gail E. Latham, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 30<sup>th</sup> day of December 20 11



Gail E. Latham, Secretary

THE GUARANTEE COMPANY OF NORTH AMERICA USA

TERRORISM RIDER

**NOTICE OF TERRORISM COVERAGE AND DISCLOSURE OF PREMIUM**

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Bond Allocations for Broker: BROWN &  
BROWN, INC  
Broker number:  
96027

Bond No.	Created
80064296	02-OCT-09 /GTREVOR
80076407	15-MAR-11 /GTREVOR
80076408	15-MAR-11 /GTREVOR
80076409	15-MAR-11 /GTREVOR
80076410	15-MAR-11 /GTREVOR
80076411	15-MAR-11 /GTREVOR
80076412	15-MAR-11 /GTREVOR
80076413	15-MAR-11 /GTREVOR
80076414	15-MAR-11 /GTREVOR
80076415	15-MAR-11 /GTREVOR
80076416	15-MAR-11 /GTREVOR
80076417	15-MAR-11 /GTREVOR
80076418	15-MAR-11 /GTREVOR
80076419	15-MAR-11 /GTREVOR
80076420	15-MAR-11 /GTREVOR
80076421	15-MAR-11 /GTREVOR
80076422	15-MAR-11 /GTREVOR
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FS80076406	15-MAR-11 /GTREVOR
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FS80076402	15-MAR-11 /GTREVOR
FS80076399	15-MAR-11 /GTREVOR
FS80076400	15-MAR-11 /GTREVOR
FS80076401	15-MAR-11 /GTREVOR
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FS80076386	15-MAR-11 /GTREVOR
FS80076396	15-MAR-11 /GTREVOR
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FS80076392	15-MAR-11 /GTREVOR
FS80076393	15-MAR-11 /GTREVOR
FS80076391	15-MAR-11 /GTREVOR
FS80076388	15-MAR-11 /GTREVOR
FS80076389	15-MAR-11 /GTREVOR
FM80076387	15-MAR-11 /GTREVOR
FM80064317	02-OCT-09 /GTREVOR
FS80064318	02-OCT-09 /GTREVOR
FS80064319	02-OCT-09 /GTREVOR
FS80064316	02-OCT-09 /GTREVOR

EXHIBIT K

FS80064314	02-OCT-09 /GTREVOR
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FS80064313	02-OCT-09 /GTREVOR
FS80064311	02-OCT-09 /GTREVOR
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