

Memorandum



Date: January 22, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

Agenda Item No. 8(F)(2)

From: Carlos A. Gimenez
Mayor

Resolution No. R-34-20

Subject: Recommendation for Approval to Award a Contract to Feick Security Corporation Pursuant to Request for Proposal (RFP) No. 01211, Security Guard Services for Miami-Dade Public Housing Facilities

Recommendation

It is recommended that the Board of County Commissioners (Board) approve a competitive contract award to Feick Security Corporation ("Feick"), for the provision of security guard services pursuant to *Request for Proposals (RFP) No. RFP-01211, Security Guard Services for Miami-Dade County Public Housing Facilities* for the Internal Services Department on behalf of the Public Housing and Community Development Department. The current contract, RFP-00281, was awarded through Resolution No. R-751-17 for a three-year term on July 18, 2017. Subsequently, the Board approved additional expenditure authority as a result of an emergency declared in November 2018.

Public Housing and Community Development oversees a total of 113 housing developments, which include 9,506 units. Not all housing developments have security guard services. Collectively, Public Housing and Community Development manages 2,417 units receiving security guard services. Of these units, 1,702 are senior citizen units and 715 are family units. The replacement contract will provide for security guard services for 11 Public Housing and Community Development housing developments across the County, with security guard services provided by well-trained, experienced, alert and reliable armed and unarmed security guards. Public Housing and Community Development has increased the number of patrol guards, adding security guards at various developments and significantly increasing the number of armed security guards in several vulnerable areas to curb the influx of criminal activity and ensure the health and welfare of County personnel, property, and the public.

The County issued a competitive Request for Proposals to obtain proposals from vendors who have the experience and capacity to provide the requested security guard services. Seven vendors responded to the solicitation. Over 5,006 vendors were notified, of which 110 viewed the solicitation, and eight downloaded the solicitation. The award is being recommended to the highest ranked, responsive and responsible proposer.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the initial four-year term is \$10,665,663. Should the County choose to exercise, at its sole discretion, the one, four-year option to renew, the cumulative allocation will be \$21,331,326. The current contract, RFP-00281, is valued at \$8,987,800 and will expire on March 31, 2020.

Department	Allocation	Funding Source	Contract Manager
Public Housing and Community Development	\$10,665,663	Federal Funds	Michael Liu
Total:	\$10,665,663		

Track Record/Monitor

Lydia Osborne of the Internal Services Department is the Strategic Procurement Division Director.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the contract, including any cancellation or extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38. The one, four-year option to renew term will be presented to the Board for approval.

Vendor Recommended for Award

A Request for Proposals was issued under full and open competition. The County received seven proposals. The Competitive Selection Committee recommended that the County enter into negotiations with Feick, the highest ranked proposer. Feick's proposal demonstrated it has experience, qualifications, capacity, financial strength and past performance in providing similar services. Feick's current workforce includes 121 security guards, demonstrating that Feick has the necessary personnel to provide the services to meet the County's needs.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Feick Security Corporation	8869 SW 131 Street Floor 2 Miami, FL	Same	110	Gary A. Feick
			100%	

*Provided pursuant to Resolution R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Vendors Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
American Guard Services, Inc.	Yes	Evaluation Scores/Ranking
Centurion Security Group, LLC	Yes	
Kent Security Services, Inc.	Yes	
Abuid J. Security School, Inc.	Yes	Deemed non-responsive by the County Attorney's Office (opinion attached)
Denson Protective Services, Corp	Yes	
Security Alliance, LLC	Yes	

Due Diligence

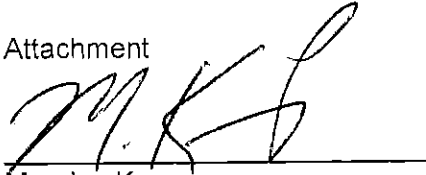
Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with the Internal Services Department's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.

Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user department. The scope of services was restructured in the new solicitation to ensure adequate levels of safety for the public housing developments.

Applicable Ordinances and Contract Measures

- The two percent User Access Program provision does not apply due to the Federal funding source.
- The Small Business Enterprise Selection Factor and Local Preference do not apply.
- The Living Wage does not apply due to the Federal funding source.
- Section 3 of the Housing and Urban Development Act of 1968 Compliance applies.

Attachment

A handwritten signature in black ink, appearing to read 'MK', is written over a horizontal line.

Maurice Kemp
Deputy Mayor

Memorandum



Date: August 21, 2019

To: Fredrick Taylor
Procurement Contracting Officer 2
Procurement Management

From: Angela Benjamin
Assistant County Attorney

Subject: Revised Response to Request for Responsiveness Determination on RFP-01211 Security Guard Services for Miami-Dade Public Housing (the "Solicitation")

You have asked this office if proposals submitted by four (4) vendors in response to the Solicitation are responsive. We rely on the information provided in your July 30, 2019 memorandum, your August 7, 2019 revised memorandum (collectively the "Memos"), our email exchanges supplementing and explaining the Memos, the terms of the Solicitation itself, and the proposals submitted by the vendors identified below. You have informed me that the estimated value of the contract exceeds \$1 million, and as such I am providing a formal responsiveness opinion.

This opinion slightly revises the opinion issued by this office on August 7, 2019. The August 7, 2019 opinion included a section below relating to Security Alliance LLC's proposal's responsiveness with an incorrect citation to the exact legal support that formed the basis of that opinion. The section has been corrected to include the correct legal citations. No other portion of the opinion has been changed by this revised response.

FACTS

The Solicitation is seeking the provision of security guard services for various County housing facilities.

You are requesting a responsiveness opinion on the following four (4) vendors: (1) Abuid J. Security School, Inc. ("Abuid"); (2) Denson Protective Services, Corp. ("Denson"); (3) Kent Security Services, Inc. ("Kent"); and (4) Security Alliance, LLC ("Security Alliance").

Each of the four (4) vendors is analyzed below.

DISCUSSION

Abuid

According to the Memos and our follow-up email discussion, Abuid failed to provide a copy of the bid bond with its proposal, failed to submit a bid bond at all, and failed to submit information requested as part of its proposal.¹

Section 1.13 of the Solicitation provides that, "Proposer must submit a bid bond **with its Proposal** in the amount of \$10,000. This security must accompany the Proposal. A Proposal without bid security will be considered non-responsive. A copy of the bid security shall be uploaded with the Proposers

¹ Although the omission of parts of a proposal could independently form the basis of a finding of non-responsiveness, no such analysis is needed as the bid bond issue is dispositive.

proposal. The Proposer must submit the original bid bond within 72 business hours of closing of the solicitation." (emphasis provided).

Abuid's failure to submit a bid bond with its proposal renders its proposal non-responsive because it deprives the County of the assurance that the contract would be entered into if the proposal is accepted. *See Robinson Elec. Co., Inc. v. Dade County*, 417 So. 2d 1032 (Fla. 3d DCA 1982). Abuid may not cure this defect by subsequently submitting a bond or other bid security. The Solicitation required that the bid security be submitted with the proposal. *See* the Solicitation at § 1.13. As the failure to submit the bid bond is not waivable, so too is the requirement that it be submitted with the proposal.

This opinion is consistent with previous opinions of this office. In addition, this opinion is consistent with conclusions reached by other state and federal procurement authorities. *See, e.g.*, Opinion No. 2003-196, Office of the Attorney General of the State of Alabama (July 22, 2003) (holding that bid security submitted only minutes after bid submittal and bid opening is a non-waivable defect); *see also Matter of: Elevator Servs. & Sales, Inc.*, B-193519 (Comp. Gen.), 79-1 CPD P 102, 1979 WL 12921 (Comp. Gen. Feb. 13, 1979) (failure to provide bid bond where solicitation requires one renders bid nonresponsive).

Denson

According to the Memos, Denson submitted a copy of a bid bond for \$5,000 with its proposal, failed to submit the original bid bond within 72 business hours of the closing of the solicitation, and has not, as of the date of this opinion, submitted the original bid bond to the County.

As provided above, section 1.13 of the Solicitation provides that, "Proposer must submit a bid bond with its Proposal in the amount of \$10,000. This security must accompany the Proposal. A Proposal without bid security will be considered non-responsive. A copy of the bid security shall be uploaded with the Proposers proposal. The Proposer must submit the original bid bond within 72 business hours of closing of the solicitation." (emphasis provided).

Copies of bid bonds, when an original is not submitted, "generally do not satisfy the requirement for a bid guarantee" because there is no way for the County to ensure that the bid bond has not been altered without the surety's consent. *See e.g., Integrated Bus. Solutions, Inc.*, B-292, 232, 2003 CPD ¶ 122, 2003 WL 21659403 (Comp. Gen. July 9, 2003) (upholding rejection of a proposal sent by facsimile because facsimile transmission was not permitted by the solicitation). Thus, because Denson failed to submit the original bid bond to the County as required by the Solicitation, its proposal is non-responsive.

Because the failure to submit the original bid bond to the County is dispositive as to responsiveness, this opinion does not address the other issues you identified in the Memos.

Kent

According to the Memos, Kent provided a bid bond in the form of a cashier's check with a remitter name of Florida Parking Systems, Inc. on behalf of the Proposer.

Section 1.13 of the Solicitation provides that "[t]he bid security must be in the form of a certified check, cashier's check, an irrevocable letter of credit or surety bond payable to the Board of County Commissioners of Miami-Dade County, Florida."

Although the remitter name is not the name of the vendor, the cashier's check is properly made out to the Board of County Commissioners of Miami-Dade County, Florida, and the ability to cash the check and obtain the security if there is an issue is not impacted by the remitter name being Florida Parking Systems, Inc. Therefore, this does not render Kent's proposal non-responsive.

Security Alliance

According to the Memos, Security Alliance submitted a copy of its bid bond through BidSync, but did not submit a physical copy of the bid bond to the County within 72 business hours of the closing of the solicitation, and has not, as of the date of this opinion, submitted the original bid bond to the County.

Section 1.13 of the Solicitation provides that, "Proposer must submit a bid bond **with its Proposal** in the amount of \$10,000. This security must accompany the Proposal. A Proposal without bid security will be considered non-responsive. A copy of the bid security shall be uploaded with the Proposers proposal. The Proposer must submit the original bid bond within 72 business hours of closing of the solicitation." (emphasis provided).

Copies of bid bonds, when an original is not submitted, "generally do not satisfy the requirement for a bid guarantee because there is no way" for the County to ensure that the bid bond has not been altered without the surety's consent. See e.g., *Matter of R.P. Richards, Inc.*, B-272430 (Comp. Gen.), 96-2 CPD P 138, 1996 WL 576969, at *1-*2 (rejecting bidder's argument that "its bid bond was acceptable because a comparison of the facsimile to the original bond, which it submitted to the agency after bid opening, shows that the facsimile in fact contained no alterations[,] . . . [and that the bidder] submitted a sworn statement from a director of the surety, stating that the surety intended to be bound by the facsimile signature a sworn statement from the attorney-in-fact that he intended his facsimile signature on the bond to bind the surety, and a statement from the protester's employee who submitted the bid that he did not alter the bond documents" when all of this evidence was presented after bid opening because "[t]he deficiency in a bond cannot be cured by submitting the original bond documents, or other evidence, after bid opening, because this would essentially provide the bidder with the option of accepting or rejecting the award by either correcting or not correcting the bond deficiency, which is inconsistent with the sealed bidding system."); *A&D Fire Protection, Inc. v. United States*, 72 Fed. Cl. 126, 138 (Fed. Cl. 2006) ("Even if A & D had submitted its bid bond by mail or hand-delivery, a facsimile or photocopy of the bid bond would not normally have been an adequate substitute for an original bond and A & D's bid would still have been nonresponsive."). Thus, because Security Alliance failed to submit the original bid bond to the County as required by the Solicitation, its proposal is deemed non-responsive


Angela Benjamin

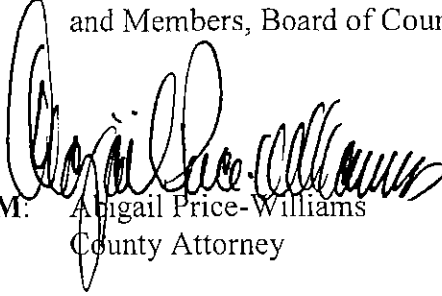


MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: January 22, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(F)(2)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(2)
1-22-20

RESOLUTION NO. _____ R-34-20

RESOLUTION APPROVING AWARD OF CONTRACT NO. RFP-01211 TO FEICK SECURITY CORPORATION FOR DELIVERY OF SECURITY GUARD SERVICES FOR THE INTERNAL SERVICES DEPARTMENT ON BEHALF OF THE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT WITH AN ESTIMATED FISCAL IMPACT TO THE COUNTY IN AN AMOUNT OF UP TO \$10,665,663.00 FOR THE INITIAL FOUR-YEAR TERM; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING ANY CANCELLATION, RENEWAL AND EXTENSION PROVISIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the award of Contract No. RFP-01211 to Feick Security Corporation for security guard services for the Internal Services Department on behalf of the Public Housing and Community Development Department with an estimated fiscal impact to the County in an amount of up to \$10,665,663.00 for the initial four-year term, in substantially the form attached hereto and made a part hereof, as set forth in the incorporated memorandum; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and exercise all provisions contained therein, including any cancellation, renewal and extension provisions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

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

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	nay	Sally A. Heyman	absent
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

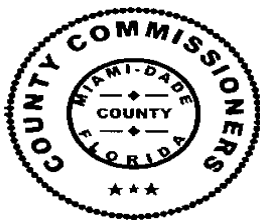
The Chairperson thereupon declared this resolution duly passed and adopted this 22nd day of January, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

Linda L. Cave

By: _____
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

Eduardo W. Gonzalez

Security Guard Services for Miami-Dade County Public Housing Facilities
Contract No. RFP-01211

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

WITNESSETH:

WHEREAS, the Contractor has offered to provide security guard services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 01211 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated July 24, 2019, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

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

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions (Article 1 through 41), the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 01211 and all associated addenda, and the Proposal.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the

- Contract.
- d) The word "Contractor" to mean Feick Security Corporation and its permitted successors.
 - e) The word "Days" to mean calendar days.
 - f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
 - g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
 - h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
 - i) The words "Project Manager" to mean the County Mayor or a duly authorized representative designated to manage the Project.
 - j) The words "Proposal" to mean the offer submitted by Contractor in response to RFP No. 01211.
 - k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
 - l) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
 - m) The words "Work", "Services", "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 41 of this Agreement, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No.01211 and any associated addenda and attachments thereof, and 4) the Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in this Agreement are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both Parties or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date indicated on page one of this contract and shall continue through the last day of the forty-eight (48th) month. The County, at its sole discretion, may renew this Contract once for a four (4) year term. The County may also extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

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

(1) to the County**a) to the Project Manager:**

Miami-Dade County Internal Service Department
200 NW 1 Street, Suite 103, Miami, FL 33128
Attention: Division Chief
Phone: (305) 375-2801
E-mail: anelson@miamidade.gov

and,

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

Feick Security Corporation
8869 SW 131 Street,
Second Floor
Miami, FL 33176
Attention: Gary A. Feick, President
Phone: (305) 259-3000 Ext. 206
E-mail: gfeick@feicksecurity.com

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Services to be performed under this Contract. The compensation for all Services performed under this Contract, including all costs associated with such Services, shall be as stipulated in Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

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

the Contractor's risk and expense.

The County shall not be liable for any out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees.

ARTICLE 8. PERFORMANCE BOND

Contractor shall provide a Performance Bond in the amount of 10% of the total agreed upon yearly (52 week) total price for ISD. Performance Bond shall be delivered to the County within fifteen (15) calendar days after the effective date of the resolution awarding this Contract, if any. Performance Bond shall be prepared on the applicable bond form(s) provided herein as Attachment 2. It may be in the form of a Surety Bond written through a local surety bond agency, rated as to Management and Strength. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. No other forms shall be accepted. If the Contractor fails to deliver the Performance Bond within this specified time, including granted extensions, the County shall declare the Contractor in default of the contractual terms and conditions, and the Contractor shall surrender its offer guaranty/Proposal bond, and the County shall not accept any Proposal from the Contractor for a twelve (12) month period following such default.

Contractor shall execute and deliver prior to the issuance of a Notice-to-Proceed, a Performance Bond in the amount of 10% of the total agreed contract price prepared on the applicable bond form(s) attached hereto as Attachment 2. No other form shall be accepted.

If the selected Contractor fails to deliver the initial Performance Bond within the specified time, including granted extensions, the County shall declare the selected Contractor in default of the contractual terms and conditions, and the selected Contractor shall surrender its proposal guarantee.

ARTICLE 9. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 10. METHOD AND TIMES OF PAYMENT

The Contractor shall invoice the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or the

Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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

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

Miami-Dade County Internal Services Department
Attention: Chief of Security, ISD
111 NW 1st Street, Suite 1375
Miami, Florida 33128-1974
Phone: (305) 375-2801
E-mail: anelson@miamidade.gov

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

ARTICLE 11. INDEMNIFICATION AND INSURANCE

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

The Proposer shall furnish to Miami-Dade County Internal Services Department, Strategic Procurement Division, Certificate(s) of Insurance which indicate that Insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$5,000,000 per occurrence. Policy must include coverage for Personal Injury Liability.

Miami-Dade County must be shown as an additional insured with respect to this coverage.

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

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

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days of issuance of a purchase order. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days from the date the County notifies the Contractor that the insurance certification is insufficient to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days of issuance of a purchase order, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 12. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 13. EMPLOYEES OF THE CONTRACTOR

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

ARTICLE 14. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this

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

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

ARTICLE 15. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on Parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the

County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor may pursue any remedies available under law after exhausting the provisions of this Article. This Article will survive the expiration or termination of this Agreement.

ARTICLE 16. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 17. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 18. AUDITS

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

Pursuant to Section 2-481 of the Code of Miami-Dade County, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 19. SUBSTITUTION OF PERSONNEL

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

ARTICLE 20. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

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

ARTICLE 21. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the Contractor shall ensure that the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County may to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract.

The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 22. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

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

ARTICLE 23. SEVERABILITY

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

ARTICLE 24. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, the following: (i) the Contractor commits an Event of Default (as defined below in Article 24); or (ii) Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under Article 24(a)(ii) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct and indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");

- ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 25. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or
 - viii. the Contractor has failed to comply with Article 38 of this Agreement.

- b) When, in the sole opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide the County with adequate assurances to the satisfaction of the Project Manager, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested adequate assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation and/or a material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, terminating this Agreement or taking over the performance of the Services or any part thereof either by itself or through others.
- c) If the County terminates this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

ARTICLE 27. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 28. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 29. CONFIDENTIALITY

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

Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such confidential information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the confidential information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the confidential information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 30. PROPRIETARY INFORMATION

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

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

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

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 31. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title

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

- b) All rights, title and interest in and to certain Inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in this Article 31, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 32. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with the County, the Contractor confirms its knowledge of and commitment to comply

with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
(Not Applicable)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution R-1072-17)
13. **Subcontracting Practices**
(Section 2-8.8 of the Code of Miami-Dade County)
14. **Subcontractor/Supplier Listing**
(Section 2-8.1 of the Code of Miami-Dade County)
15. **Form W-9 and 147c Letter**
(as required by the Internal Revenue Service)
16. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records.
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County.
 - Tax reporting purposes.
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records.
17. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
(Fee Not Applicable)
18. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
19. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the County or any person or agency acting for the County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with the County or any person or agency acting for the County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to

review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 33. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

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

employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 34. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.
- d) The Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 CFR Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by the Department of Labor regulations (29 CFR Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work."
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- i) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."

- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- o) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "f" through "k" above.

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

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

ARTICLE 35. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

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

ARTICLE 36. CONFLICT OF INTEREST

The Contractor represents that:

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

- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 38. BANKRUPTCY

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

ARTICLE 39. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the state of Florida. Venue shall be Miami-Dade County.

ARTICLE 40. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

ARTICLE 41. SURVIVAL

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

ARTICLE 42. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act

(HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

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

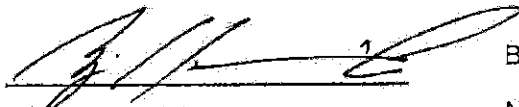
PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures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

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

Contractor

Miami-Dade County

By:



Name: Gary A. Feick

Title: President

Date: 10/01/2019

Attest:

Corporate Secretary/Notary Public

By:

Name: Carlos A. Gimenez

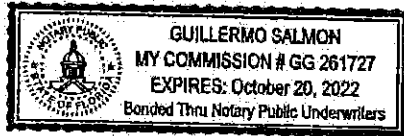
Title: Mayor

Date:

Attest:

Clerk of the Board

Corporate Seal/Notary Seal



Approved as to form
and legal sufficiency

Assistant County Attorney

APPENDIX A - SCOPE OF SERVICES

1. BACKGROUND

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Internal Services Department ("ISD") is awarding a contract to provide security guard services for public housing and community development facilities. The purpose of the requested services is to provide visible safety and passive security program at various Public Housing and Community Development (PHCD) facilities.

2. OBJECTIVES

The County wants to protect its personnel and/or property by means of well-trained, experienced, alert, interested, and reliable Contractor's personnel. Contractor shall impress upon its personnel that their primary duty and responsibility is to safeguard the employees, the general public and County property. This general order will supersede all others. Contractor's personnel shall act in a courteous and professional manner at all times. Contractor shall provide appropriately equipped and trained personnel, with background inspections completed according to the County's specified eligibility criteria. Contractor shall be liable for losses; potential losses or damages arising from the actions of its personnel.

The types of services required under this contract are armed and unarmed security. Each of these services requires special technical and managerial proficiencies; therefore, specific prior experience requirements must be met to adequately provide such services. Services at a given facility shall be provided by a single Contractor.

3. TIER

The services to be provided are organized into one Tier. Tier 1 facilities are those Miami-Dade County PHCD facilities that have been determined to be a minimum risk and contain no Screening components. Tier 1, encompasses the entire area of Miami-Dade County.

The County may add or remove a facility (ies) during the term of the contract, and any extensions or renewals thereof. The County also may solicit for new/additional Tiers that may be established by the County in the future. The County, at its sole discretion, may award a new Tier to a Contractor deemed in the best interest of the County.

The County may at any time make changes to the existing services. The changes may include but not be limited to scheduling changes, and decreases in the hours or type of services.

Refer to Attachment B Guard Locations and Hours for a listing of the addresses, estimated service hours per week, and level of security personnel required.

4. MINIMUM QUALIFICATION REQUIREMENT

The Contractor has demonstrated their ability to satisfy the minimum qualification requirements listed below.

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

5. REQUIREMENT AND SERVICES TO BE PROVIDED

The Contractor shall provide, in all instances as required by this Contract, an adequate number of personnel to provide the Services at the designated locations and hours, as may be amended by the County. In addition, the Contractor shall provide all items necessary to provide the service including adequate uniforms, equipment and vehicles, as specified in Appendix B, Price Schedule.

A. CONDITIONS OF AWARD

The County has determined that the Contractor has met the following requirements. These requirements are continuing conditions throughout the term of the Contract, including extensions and renewals thereof.

1) SITE REQUIREMENTS

The Contractor shall have a stationary base station/office where the Central Dispatch Center is located. The Central Dispatch Center shall have at least five dispatch location lines: four dedicated telephone lines for incoming and outgoing voice phone calls, and one additional dedicated line for fax and/or computer use. The Central Dispatch Center shall have a backup generator or other technology that allows for the continued operation of the Central Dispatch Center during power outages, inclement weather, and man-made or natural disasters.

The use of cellular phones and/or call forwarding for the main central dispatch telephone lines is unacceptable. A mobile transmitter/receiver or a handheld radio operated from the field or the office will not be considered sufficient to adequately provide dispatch service. The term "Office" does not include a home office, mail drop location, cellular phone or other location. Central Dispatch Center may be located out of the state but shall be independently operated by the Contractor. This Center Dispatch Center shall not be outsourced to another company unless approved in writing by the County Project Manager.

2) RIGHTS OF INSPECTION

The County may visit the Central Dispatch Center during the term of the contract, to ensure space and equipment is adequate to provide the Services.

3) GENERAL REQUIREMENTS

The Contractor shall:

1. Furnish management, supervision, personnel, equipment, supplies, etc. necessary to provide security services at each Post, facility or location
2. Provide security services for the purpose of delivering visible safety and physical security program at each Post, facility or location.
3. Issue to each security officer assigned to this project, an approved vendor identification badge. The Contractor shall ensure that each security guard wears the identification badge while on duty at all times. The badge shall include a laminated/computer generated employee photograph, employee number, physical description, employee title, and company name.
4. Issue uniforms to each security guard, which are the same for each level of service (security officer and security supervisors). The style and color must be distinguishable from the uniform of any police agency in the County. The cost of uniforms and other equipment, shall be the responsibility of the Contractor.
5. Ensure that all security officers receive and pass Post order testing as required by the County, prior to duty assignment. All guards shall have access to the site Post Orders at all times while on duty.
6. Provide, to each employee performing security officer services, sufficient training to perform their duties. Training shall take place prior to the security officer commencing the services required herein.
7. Provide a security officer, designated as a full-time site supervisor(s) who shall inspect Posts at least once per shift, seven days per week. Documentation of a sufficient number of personnel scheduled, so as to fulfill this requirement, shall be required. Refer to Attachment 1, Guard Locations and Hours for applicable hours/days.
8. Provide the following documents, as specified below, for each security officer assigned to the post, prior to the security officer start of work.
 - a) Routine urinalysis reports (by outside agency within preceding 60 days of employment)
 - b) Routine medical examination reports (dated within preceding 60 days of employment)
 - c) Training certifications
 - d) Proof of minimum education requirements
 - e) Required licenses
 - f) Proof of citizenship or work permit or INS I-9 certification

6. PROFESSIONAL, TECHNICAL LICENSES OR CERTIFICATES and PHYSICAL REQUIREMENTS

1. The Contractor shall ensure that all personnel employed by the Contractor to perform duties under this contract are approved by the County's Project Manager,

prior to performing said duties. Contractor's personnel shall keep active, and possess at all times while on duty, those professional, technical licenses or certificates as required by all Federal Regulations and Florida Statutes. This includes a company issued photo I.D. card. All of the above, as applicable, are to be conspicuously displayed at all times while on duty. The Contractor shall provide in all instances radio equipped, uniformed security officers, and armed if requested, to provide security service at designated locations. The number of personnel and hours of service required will solely be specified by the County Project Manager or designee, to the Contractor throughout the term of this contract.

2. All licenses and other personnel requirements shall be maintained throughout the term of the Contract and any extensions or renewals thereof, as follows:

License and Identification Cards	Security Officer	Security Supervisor
State of Florida "D" Security Officer License	Yes	Yes
State of Florida "G" Firearms License	*Yes	*Yes
State of Florida Driver's License	**Yes	**Yes
Contractor or County-issued Photo ID Card	Yes	Yes

* Firearms License only required if assigned to armed post

** Florida Driver License only required if assigned to vehicular patrol (e.g. motor vehicles or golf cart.)

3. Have a national criminal history background verification completed demonstrating a history of responsible behavior and that the candidate is free from previous or open criminal offenses prior to providing service to the County. Contractor's Personnel providing services to the County shall not currently or in the past have:
- Any felony including, sexual or domestic violence conviction;
 - Discharged from the military under any conditions other than honorable;
 - Any history of irresponsible behavior, including, but not limited to any criminal activity, poor driving record, or a problem employment record as determined by the County's Project Manager;
 - Any criminal activity listed in 49 US Code of Federal Regulations (CFR) section 1542.209, Disqualifying Criminal Offenses or 19 CFR 122.183, Denial of Access, for assignments involving Aviation Department properties.
4. The work performed under this contract requires frequent and prolonged walking and standing. Occasionally, security officers may encounter and be

required to subdue violent people. Physical stamina is a basic requirement of these positions. Any individual, who cannot meet the physical requirements of the position, including inability discovered through the job performance, will not be qualified to work under a contract issued as a result of this Solicitation. In addition all personnel shall possess satisfactory interpersonal skills.

5. Contractor's personnel shall successfully complete a medical examination, to be conducted at the Contractor's expense prior to duty assignment or as required for reasonable cause, as determined by the County Project Manager or designee in his or her sole discretion. The results of the medical examination shall demonstrate the personnel's ability to perform the required services.

The tests shall, at a minimum, include:

- Psychological testing
- Vision
- Physical examination
- Speech
- Testing for drug and illegal substance use.
- Routine urinalysis
- Audio
- PPD skin testing
- Background screening
- Pulmonary function test

Thereafter, an annual examination(s) shall be conducted by the Contractor and submitted to the County Project Manager or designee upon a date of their selection. Cost of annual examinations shall be borne by the Contractor.

7. SECURITY OFFICERS:

All levels of security officers employed by the Contractor to provide services to the County shall meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County. The County may interview and approve any personnel.

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

All level of Security Officers shall meet the following requirements:

1. Have a, a valid Class "D" (and "G" when applicable) license from the Florida Department of State, pursuant to Florida Statute 493. All officers shall maintain this license at all times while providing service to the County under

the contract.

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

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

3. Have or acquire a valid State of Florida Driver's license (required if Security Officer is assigned to vehicular patrol (e.g. motor vehicles or golf cart)).
4. Be at least 21 years of age.
5. Have a high school diploma or a GED. High school diploma or GED shall be from a United States accredited and verifiable institution.
6. Successfully complete a medical examination, to be conducted at Contractor's expense prior to duty assignment or when required for reasonable cause by the County. The results of the medical examination shall demonstrate the personnel's ability to perform the services. The tests shall include, at a minimum, tests for communicable diseases, vision, color blindness, hearing, speech, and tests for drug and illegal substance use.
7. Be able to communicate in English: Security work often deals with life/safety issues; therefore, all security officers shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.
8. Pass an extensive background investigation, which includes ten (10) years employment history check in addition to a criminal background check and a fingerprint check with the FBI. This check is mandatory.
9. Have a valid Firearms class "G" license from the Florida Department of State, pursuant to Florida Statute 493, if assigned as level 2 or level 3 security officer (as defined below).

NOTE: All levels of officers shall meet all the qualifications specified above, if applicable, and the specific qualifications for each level as specified below.

8. SITE SUPERVISOR:

The Contractor shall provide a Site Supervisor when required by the County. These positions,

shall be the equivalent in qualifications of the highest classification of officer being supervised. All Supervisors employed by the Contractor to provide services to the County are required to meet certain minimum qualifications or standards regarding background, experience, health, and licensure, as established in this section, unless specifically and individually waived in writing by the County Project Manager or designee. In addition to the requirements set forth in section 2.7 Security Officers.

All Site Supervisors shall comply with the following requirements:

1. Be interviewed and approved by the County Project Manager and/or designee prior to performing any duties related to this contract.
2. Have a high school diploma, GED or degree, which shall be from a United States accredited and verifiable institution (official transcripts will be required). All unverifiable diplomas shall be converted to a United States GED and/or degree by an agency approved by the County Project Manager.
3. Be at least 21 years of age.
4. Have and maintain a valid state of Florida driver's license as well as responsible driving history as applicable. All security site personnel and supervisors shall have a five year driving history check completed demonstrating the candidate is free from habitual offenses, criminal charges, suspensions or behaviors which may indicate irresponsible behaviors prior to providing services to the County. Thereafter, an annual driver's license check shall be conducted and submitted to the County Project Manager or designee upon request. County Project Manager or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.
5. Have a national criminal history background verification completed demonstrating a history of responsible behavior and that the candidate is free from previous or open criminal offenses prior to providing service to the County. An annual national background verifications shall be conducted and submitted to the County Project Manager or designee upon request. The County Project Manager or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.
6. Be able to communicate proficiently (both oral and written) in English. Security work often deals with life/safety issues; therefore, the Contractor's security guards shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

9. CONTRACTOR PROJECT MANAGER

The Contractor shall have a Project Manager ("PM") to serve as the liaison on behalf of the Contractor to the County. County Project Manager or designee shall be presented with the personnel file of the Contractor's proposed candidates demonstrating all requirements and qualifications are fully satisfied and may conduct an interview of all proposed Contractor candidates and may approve and/or remove any Contractor personnel assigned to this position. Contractor's PM shall be available to respond to requests for meetings and/or any incident(s) within thirty (30) minutes or as determined as "reasonable", as directed and determined by the County Project Manager or designee. Contractor's PM shall be available to the County on a twenty-four (24) hour basis three-hundred and sixty-five days (365) a year (including all federal and County observed holidays). Contractor's PM shall have the full authority to act on behalf of the Contractor on all contractual matters. This position shall be reimbursed at an annual rate by the County and all Contractor personnel acting in this role shall meet the following requirements:

1. The Contractor's PM shall be interviewed and approved by the County Project Manager and/or designee prior to performing any duties related to a contract issued as a result of this RFP.
2. Shall have a valid "MB" / "M" (Manager of a Security Agency) state license from the Florida Department of State, and shall maintain this license at all times while providing service to the County under a contract issued as a result of this Solicitation.
3. Shall minimally have a high school diploma ~~or~~ GED, ~~or~~ an associate's degree, however a bachelor's degree in criminal justice ~~or~~ management related field is preferred. Educational documents shall be from a United States accredited and verifiable institution (official transcripts will be required). All unverifiable diplomas shall be converted to an equivalent United States GED and/or degree by an agency approved by the County Project Manager.
 - (or equivalent credit hours from an accredited institution) and a minimum of two (2) years of experience in the management and operation of security, police, corrections or U.S. military services (Management is defined as including but not limited to the oversight of operations, training, policy development, supervision of personnel to include scheduling, payroll, disciplinary actions and recruiting).

Note: Experience may substitute for the educational requirements on a year to year basis as approved by the County Project Manager or designee.

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

papers.

5. Shall be at least twenty-one (21) years of age.
6. Shall have and maintain a valid State of Florida Driver's license as well as responsible driving history. All Contractor's PMs shall have a five (5) year driving history check completed by the Contractor demonstrating the candidate is free from habitual offenses, criminal charges, suspensions or behaviors which may indicate irresponsible behaviors prior to providing services to the County. An annual driver's license check shall be conducted and submitted to the County Project Manager or designee upon a date of their selection. County Project Manager or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.
7. Shall have a national criminal history background verification completed by Contractor demonstrating a history of responsible behavior and the candidate is free from previous or open criminal offenses prior to providing service to the County. An annual national background verification shall be conducted and submitted to the County Project Manager or designee upon a date of their selection. County Project Manager or designee maintains the sole discretion to determine the demonstration of responsible behavior and may waive these requirements if determined to be in the best interest of the County.
8. Shall be able to communicate proficiently (both oral and written) in English. Security work often deals with life/safety issues; therefore, the Contractor's PM shall be fully literate in the English language, (e.g., able to read, write, speak, understand, and be understood). Oral command of English must be sufficient to permit full communication, even in times of stress.

Note: Experience may substitute for the educational requirements on a year-to-year basis as approved by the County Project Manager or designee.

10. SECURITY OFFICERS

The Contractor shall provide armed and unarmed level of Security Officers meeting the requirements as described herein for each level.

a. LEVEL 1 SECURITY OFFICER:

This is the minimum classification of a security officer and it is an unarmed position. In addition to the qualifications and standards listed in Section 2.7, Level 1 Security Officers shall meet the following qualification:

Must have a minimum one (1) year experience as a licensed security officer, or one (1) year management/supervisory experience, or one (1) year of accredited college course of study and/or its equivalent in credit hours.

b. LEVEL 2 SECURITY OFFICER:

This is the intermediate classification of a security officer and may be an **armed** or **unarmed** position. In addition to the qualifications and standards listed in Section 2.7, Level 2 shall meet at least one of the following qualifications in addition to applicable Firearm License (see Section 2.6):

1. Prior military experience with an honorable discharge (or a general discharge under honorable conditions)
2. Prior certified correctional officer experience
3. Prior certified police officer experience
4. Police or correctional academy graduate
5. Associates degree in criminal justice or related field of course study (or equivalent credit hours from an accredited institution), in addition to being a licensed security officer in the state of Florida, and
6. Shall have a valid Firearms Class "G" License (when applicable) from the Florida Department of State, pursuant to Florida Statute Chapter 493.

c. LEVEL 3 SECURITY OFFICER :

This is the highest classification of a security officer and may be an **armed** or **unarmed** position. In addition to the qualifications and standards listed in Section 2.7, Level 3 shall meet at least one of the following qualifications in addition to applicable Firearm License:

1. Minimum of three (3) years of experience as a certified police officer
2. Minimum of three (3) years of experience as an active duty military
3. Minimum of three (3) years of experience as a certified correctional officer
4. Bachelor's degree in criminal justice or a related field of course study (or equivalent credit hours from an accredited institution), in addition to three (3) years of experience as a licensed security officer in the state of Florida.
5. Shall have a valid Firearms Class "G" License (when applicable) from the Florida Department of State, pursuant to Florida Statute chapter 493.

Note: All college degrees in a related field of course study shall be approved by the County Project Manager or designee. All Veterans with combat experience may be considered as a Level 3 officer on a case by case basis by the County Project Manager or designee in his or her sole discretion.

11. DESCRIPTIVE TASKS & RESPONSIBILITIES

A. PROJECT MANAGER ("PM")

Contractor's PM may perform other duties for the Contractor, but shall be available at

all times to meet with or respond to County staff. Contractor shall provide a local telephone and cellular number or numbers (i.e. within Miami-Dade County) where the Contractor's PM (or identified alternate) may be reached twenty-four hours per day, seven days per week, on a year-round basis. An answering service or machine is not acceptable. Examples of tasks for the Contractor's PM(s) are listed below and may include but are not limited to the following;

1. Acts as liaison between Contractor and County staff regarding all contractual issues
2. Ensures all Contractor personnel are properly equipped and maintain good personal and uniform appearance and are courteous to the public and the County personnel at all times
3. Ensures Contractor personnel are properly trained and approved for contractual services prior to their performance of duties at County assignments
4. Ensures both County and Contractor personnel have copies of schedules for required coverages
5. Reviews and updates Post Orders as required
6. Reviews and ensures accuracy, timeliness and proper delivery of Contractor bi-weekly invoicing
7. Reviews Contractor personnel incident reports and forwards all reports to County personnel as directed
8. Reviews weekly, monthly and annual reports generated by personnel and forwards all reports to County personnel as directed
9. Reviews and ensures all annual medical, criminal history and driver license checks meet contractual standards and is forwarded to County personnel as directed
10. Reviews and provides updates as needed to the Quality Assurance Plan (QAP)
11. Ensures all contractual standards are being met and reports all incidents or deficiencies to County personnel as directed
12. Responds to incidents of a critical nature or as requested by the County Project Manager or designee within thirty (30) minutes of notification.
13. Meets with the County Project Manager or designee as directed to review and discuss ongoing operational issues

B. SITE SUPERVISOR

The specific tasks for the Site Supervisor will be determined at a later date and contingent upon the specific facility, location or assignment needs. The required tasks shall be approved by the County Project Manager or designee. Examples of general tasks for the Site Supervisor are listed below and may include but are not limited to the following;

Tasks:

1. Reports to work on time and shall remain on assigned duties until relieved as required

2. Provides oversight and guidance to subordinate security officers
3. Maintains good personal and uniform appearance and be courteous to the public and the County personnel at all times. Uniforms shall be clean and pressed and include name tags
4. Covers an assignment at a fixed post or patrols an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property
5. Intervenes to terminate injurious acts and detains individuals for further investigation or arrest where circumstances and conditions warrant as stated in the state of Florida Security Officer's Handbook (Florida Statutes Chapter 493)
6. Communicates effectively with the public and the County personnel, directs visitors to personnel and services within the facility
7. Turns lighting or electronic equipment on and off as required
8. Ensures that only authorized personnel are permitted access to closed or restricted facilities. Positive photo identification shall be presented. The Security Officer shall verify the picture on the I.D. is the same as the person presenting it.
9. Responds to reports of sick or injured persons, and then notifies the security operations center ("SOC") and appropriate authorities (e.g., 911, building manager/facility contact)
10. Reports safety hazards, malfunctioning equipment, spills, and other such matters to appropriate facility contact personnel. Any such incident will require a Logbook entry be made and an incident report completed
11. Monitors and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment as required
12. Responds to scene of locally activated fire, burglary or other alarms, or other emergency situations; evaluates situations encountered and takes action as prescribed in Post Orders and/or facility/building self-protection plans
13. Investigates questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts, and notifies authorities if warranted
14. Operates a marked motor vehicle where required
15. Maintains order and uses good judgment and discretion in handling unruly or trespassing public
16. Maintains daily logs and writes daily reports, incident reports, and non-employee injury reports. Incident reports shall be on a pre-approved County form. All incident reports completed by Contractor personnel will require a case number to be issued by the SOC at 305.375.4500

C. SECURITY OFFICER

The specific tasks for the security officers as well as supervisors will be determined at a later date and contingent upon the specific facility, location or assignment

needs. The required tasks shall be approved by the County Project Manager or designee. Examples of general tasks for the security officer are listed below and may include but are not limited to the following;

Tasks:

1. Reports to work on time and shall remain on assigned duties until relieved as required
2. Maintains good personal and uniform appearance, be courteous to the public and the County personnel at all times. Uniforms shall be clean and pressed and include name tags
3. Covers an assignment at a fixed post or patrols an area or facility for the purpose of detecting and preventing individuals or groups from committing acts which are injurious to others or to property
4. Intervenes to terminate injurious acts and detains individuals for further investigation or arrest where circumstances and conditions warrant as stated in the state of Florida Security Officer's Handbook (Florida Statutes Chapter 493)
5. Communicate effectively with the public and the County personnel, directs visitors to personnel and services within the facility
6. Ensure that lost and found functions are conducted only by County personnel
7. Conduct patrols in accordance with routes and schedules established in the Post Orders. Where installed and in working order, reporting systems shall be used by uniformed personnel to record their presence at the designated posts
8. Raise and lower flags at designated times (where applicable)
9. Refuse acceptance of any mail or packages without written authorization from the building manager/facility contact
10. Lock and unlock gates and doors at designated times
11. Turn lighting or electronic equipment on and off as required
12. Ensure that only authorized personnel are permitted access to closed or restricted facilities. Positive photo identification shall be presented. The security officer shall verify the picture on the I.D. is the same as the person presenting it.
13. Respond to reports of sick or injured persons, and then notifies the SOC and appropriate authorities (e.g., 911, building manager/facility contact)
14. Report safety hazards, malfunctioning equipment, spills, and other such matters to appropriate facility contact personnel. Any such incident will require a Logbook entry be made and an incident report completed
15. Monitor and operate facility fire alarm and intrusion detection systems and other protection devices or facility equipment as required
16. Respond to scene of locally activated fire, burglary or other alarms, or other emergency situations; evaluates situations encountered and takes action as prescribed in Post Orders and/or facility/building self-protection plans
17. Investigate questionable acts or behavior observed or reported on County premises and questions witnesses and suspects to ascertain or verify facts, and notifies authorities if warranted

18. Operate a marked motor vehicle where required
19. Maintain order and uses good judgment and discretion in handling unruly or trespassing public.
20. Maintain daily logs and writes daily reports, incident reports, and non-employee injury reports. Incident reports shall be on a pre-approved County form. All incident reports completed by Contractor personnel will require a case number to be issued by the SOC at 305.375.4500
21. Provide escort services to County employee's and visitors as required
22. Maintain a professional atmosphere within areas of assignment
23. Shall not read any non-work related items while providing services to the County. In addition newspapers and magazines are prohibited from being anywhere on post. It is the responsibility of each officer to ensure at the start of each shift that this policy is followed (e.g., they need to be sure that there are no unauthorized reading materials, Televisions, Radios, CD, MP-3 players or any other unauthorized items in the area of the post). Officers will be held responsible and Liquidated Damages may be assessed
24. Shall not use County telephones for calls of a personal nature without prior approval of the Building Manager or Facility Contact (when applicable) in each instance. Personnel cellular telephones should not be used unless authorized

12. SPECIAL EQUIPMENT

Contractor may be required to provide licensed and insured motor vehicles, off-street motorized carts, Segways and bicycles at an additional cost. Such posts or duty assignments shall be requested as needed and, where appropriate, the Contractor shall receive additional compensation. The Contractor shall comply with insurance requirements as specified in Article 6 of the Agreement and the insurance shall be sufficient to cover all operations and use of such equipment.

- 1) Contractor upon request by the County Project Manager or designee may be required to provide security officers with specialized equipment including, but not limited to:

- Firearms
- Guard Tour systems
- Body Cameras
- Automatic vehicle locator
- Other specialized technologies

Such posts or duty assignments shall be requested on an as needed basis. Contractor shall receive additional compensation to be negotiated at the time of request.

13. CHANGES IN ASSIGNMENT

County Project Manager or designee may, at any time, by written or verbal instructions, make

changes to all existing service(s). These changes may include, but are not limited to scheduling changes, increases or decreases in the hours or type of service(s), and modifications in special equipment requirements. The County shall, in its sole discretion determine the placement of facilities into the appropriate Tier.

14. NEW ASSIGNMENTS (OVERTIME)/NOTICE OF EXTENDED HOURS

Changes are frequent in security officer coverage, both in hours of duty and at new locations. The County will attempt to give the Contractor four (4) hours of notice for new assignments. If it is not possible to give the four (4) hours of advance notice, the County will pay an overtime coverage rate (1½ times the normal billing rate) for the first eight (8) hours of the new assignment. In consideration of this overtime coverage, the Contractor shall provide a security officer within a minimum of four (4) hours' notice. Failure to provide services may result in Liquidated Damages and/or a Contractor deem to not be performing according to the contract; a determination of Non-Performance will be made and a subsequent non-performance meeting will be conducted with the Contractor (Refer to Section 34). An extension of hours for regularly scheduled service(s) may occur from time to time and in such circumstances if it is not possible to provide the Contractor advance notice then the County will pay an overtime rate (1½ times the normal billing rate) only for those hours provided for the extension of services which surpass the regular scheduled service hours. In such cases, a signed overtime approval form or Guard Post Action Sheet shall be provided along with the Contractor invoicing.

Note: There is no minimum hour standard for the request of service hours, in conjunction with the maximum hours specified in Section 16. The amount of service hours, officer levels, required service type and duties shall be determined solely by the County Project Manager or designee as determined to be in the best interest of the County. All Contractor invoicing shall accurately reflect the actual hours of service provided by its personnel.

15. LIMITATION ON EMPLOYEE-HOURS AND ASSIGNMENTS

No personnel of the Contractor assigned to the contract stemming from this Solicitation shall provide more than twelve (12) hours of service, including all break periods, on one or more contracts administered by ISD Security Management in a twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period. This limitation may be waived by the County Project Manager or designee in emergency situations that are beyond the control of the Contractor, (e.g., weather conditions, civil disturbances, natural disasters, etc.) which may prevent the next shift from getting to their assignment. Each occurrence will require an individual waiver provided by the County Project Manager or designee.

16. OVERTIME

County shall allow overtime payment at a maximum rate of one and a half (1 ½) times the regular hourly wages. This allowance shall only be provided in those instances where expressly authorized by the County Project Manager or designee prior to the commencement of the overtime work. Further, overtime work shall not be allowed during the normal work day. As a matter of confirmation, overtime work only occurs after forty (40) hours of work effort in a given week by a given individual, or as otherwise described above in Section 14.

17. INABILITY TO PROVIDE ADDITIONAL REQUESTED SERVICES

Contractor shall provide additional services when requested. If unable to provide these additional services, the Contractor shall immediately notify the County verbally and in writing (within 24 hours of the request for additional service) with a detailed explanation for its inability to satisfy the request. If the Contractor refuses to accept the additional requested services the County may award the new assignment to another Contractor providing similar services to the County. Such new assignment may become permanent, at the County's discretion. Any costs incurred by the County as a result of inability or refusal shall be the responsibility of the Contractor. In addition, the Contractor may incur liquidated damages or infraction fees.

18. POST ORDER

Post Orders shall be written and contain complete duty instruction for staffing each individual post, including emergency procedures. All security personnel shall have access to these Post Orders at all times while on duty. This may be accomplished by storing the Post Orders on site or, in the instance in which no secure storage is available, delivering them to the site at the beginning of each tour of duty. Post Orders define the basic work to be performed by security officers at the applicable facility or location. County Project Manager or designee will provide generic Post Orders to Contractor. Contractor shall meet with ISD Security Management and coordinate with the Building Manager or Facility Contact to develop site specific Post Orders. These site specific Post Orders shall be approved by the building manager/facility contact and ISD Security Management prior to the contract start date. Once established, the Contractor shall ensure that monthly updated copies are available for the duration of contract including any extensions or renewals thereof. Contractor shall check each post monthly for any updates that maybe required to the applicable Post Orders. Contractor shall take appropriate measures to ensure the protection of sensitive security information (e.g. Post Orders, Policies, Logbooks and Procedures). All materials considered security sensitive information shall not be copied, removed or disclosed to any parties without the expressed permission of the County Project Manager or designee. Failure in this area may result in a Liquidated Damage and/or Contractor Non-Performance. Post Orders may include, but are not limited to, the following:

- 1) Facility/building information (e.g., operating hours, chain of command)
- 2) Building rules and regulations
- 3) Operation of equipment
- 4) Roving patrol routes, schedules and duties
- 5) Vehicular traffic control
- 6) Access control procedures
- 7) Emergency response procedures
- 8) Security and fire control/alarm systems
- 9) Hazardous conditions, inspection/reporting
- 10) Response to emergencies, (e.g., fires, injury, or illness, etc.)
- 11) Procedures for raising, lowering, at half-staff U.S. and other flags

12) Safeguarding persons and property

13) Minimum number of hours for site orientation training

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

19. SCHEDULING/POST COVERAGE

Contractor shall provide copies of all personnel schedules that are assigned duties as a result of this Solicitation, to all parties as directed by the County Project Manager or designee upon request. The copies shall include the assigned personnel's name, contact information and corresponding service level. As situations or emergencies arise, the Contractor shall notify the appropriate County personnel as directed by the County Project Manager or designee of all personnel unable to arrive on time for their scheduled assignment. The Contractor shall provide the appropriate qualified, trained and County's approved replacement as soon as possible or within a maximum of one (1) hour. When the Contractor is unable to accomplish the required staffing they shall immediately notify the County Project Manager or designee. Failure to provide required staffing or notification of tardiness may result in a Liquidated Damage and/or a Vendor Non-Performance being issued.

20. RELIEF/BREAK PERIOD

Security personnel shall not leave their assigned posts at the end of a shift until relieved by duty personnel assigned to the following shift, if such a shift is scheduled, or unless specifically authorized by County Project Manager or designee. Contractor shall provide breaks to personnel in accordance with federal and Florida state law. Contractor shall provide a sufficient number of relief personnel on a twenty-four (24) hour basis to facilitate meal and/or restroom breaks for their personnel at no cost to the County. Contractor shall accomplish this task without impacting County security operations. All personnel who are on a break period shall be relieved by properly trained, qualified and approved Contractor relief personnel. All break periods shall be recorded on the Contractor employee sign-in sheets and assigned location logbooks, which shall accurately reflect all periods of time of such occurrences. Any violations of this procedure may result in removal of the employee from working on this contract and may result in Liquidated Damages or a Contractor Non-Performance being issued.

21. EMERGENCIES

All personnel assigned to the contract may be diverted by the County Project Manager or designee from their normal assignment to meet emergency situations or special duty assignments. When the personnel diverted are no longer needed for the special work assignments, they shall return to their normal assignments. No additional cost shall be charged to the County for such diversion, and the Contractor shall not be penalized for the normal daily work not completed due to the emergency. Incidents of this nature shall be reported in accordance with procedures outlined in the facility Post Orders.

22. ADHERENCE TO LAW

Contractor shall adhere to all federal, state, and local laws that apply to the provisions of the

Services, as well as those laws that regulate the general public. These laws include, but are not limited to, compliance with federal tax laws (e.g. payment of federal withholding taxes), state of Florida unemployment taxes, worker's compensation, federal wage and hour regulations and other applicable laws and regulations. Failure to comply shall result in a liquidated damage, non-performance and/or removal from this contract.

- 1) If a personnel or principal of the Contractor is arrested, ISD Security Management shall be notified within twenty-four (24) hours of the arrest. Failure to follow this procedure may result in Liquidated Damages being assessed. Proper notification will consist of the following:
 - Phone call to the County Project Manager or designee; if not available, then to Security Operations Center (305) 375.4500.
 - Followed by an email sent to the County Project Manager or designee
 - Followed by an email or fax to the Security Operations Center
- 2) If said personnel is a security officer, security supervisor or Contractor's PM, they shall be removed immediately from rendering services under the contract, until reinstatement has been approved by the County Project Manager or designee.
- 3) It is the Contractor responsibility to make certain that all of its personnel are aware of this provision and take the necessary steps to ensure compliance. A copy of a signed memorandum shall be placed in each employees file demonstrating proper notification of said procedure.
- 4) Contractor and their employees shall not release any facility(ies) or assignment(s) Security Plan, information contained in the Post Logbook, Post Orders, or other Contractor documents and reports, to any person or organization without the written authorization of the County Project Manager or designee. Information contained in such documents will be treated as Security Sensitive Information (SSI).

23. POLYGRAPH EXAMINATION

All Contractor's employees involved in an investigation relating to the Services being provided, shall complete a polygraph examination, upon request, as soon as possible but no later than five (5) working days from the date of request. The polygraph examiner shall be approved by the County Project Manager or designee. The County may require any of the Contractor's personnel to submit to a polygraph examination as deemed necessary by the County Project Manager or designee. The Contractor shall pay all costs associated with the examination. If the Contractor's employee refuses to submit to the examination or fails the examination, the employee shall not provide service to the County under the contract and all extensions and renewals thereof.

24. SECURITY OFFICER ROTATION

The County reserves the right, at the discretion of the County Project Manager or designee, to request that the Contractor transfer personnel of the Contractor working on this contract

and all extensions and renewals thereof, as well as rotate specific hours or locations of all personnel at a time interval specified by the County Project Manager or designee. All Contractor's personnel must be able to perform rotating shift work which often encompasses holidays.

Holidays currently observed by the County are:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- President's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

25. REMOVAL FROM DUTIES

The County additionally reserves the right at its sole discretion, to have the Contractor relieve any employee from a duty assignment, and/or remove the employee from further service under this Contract and all extensions and renewals thereof.

26. PROGRESS MEETINGS

Contractor shall attend mandatory meetings, at the discretion of the County Project Manager or designee, for the purpose of discussing issues relevant to the performance and/or administration of the Services. The County Project Manager or designee may call meetings at any time during the contractual period by giving reasonable notice to the Contractor. The Contractor SPPM or other appropriate person(s), as requested by the County, shall be present at all meetings scheduled by the County Project Manager or designee unless specifically waived by the County Project Manager or designee.

27. TRAINING REQUIREMENTS

The Contractor shall provide all required training as detailed below, at no direct cost to the County.

1) Employee Orientation Training

County ISD Security Management will administer a mandatory employee orientation program for Contractor's personnel assigned to this contract. Employee orientation training length and content will be solely determined by the County Project Manager or designee.

2) Site Orientation Training for Security Officers

Contractor shall provide a mandatory site orientation training to all security officers as specified in site specific Post Orders. Training shall be conducted

by a Contractor identified trainer(s) or security supervisor(s). Trainees shall not to be in an "active duty" status and may not be placed on duty at that site until said training has been completed. This training shall be conducted at each individual site to which the security officer is assigned. The measure of success for the training will be the effectiveness with which the trained employee is able to perform Post duties. County Project Manager or designee shall be the sole assessor of the effectiveness of the training.

The Site Orientation Training shall consist, but not be limited to, the following:

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

3) Job Enrichment Training

County Project Manager or designee may mandate job enrichment training for some or all employees of the Contractor. The training curriculum and length shall be determined by the County Project Manager or designee at a later date.

4) Advancement Training

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

5) Evaluation of Training

County Project Manager or designee shall evaluate the quality and completeness of training provided by the Contractor to all personnel. Evaluations will include, but not be limited to, reviews of techniques and methods of instruction, quality of instructors, motivation, adequacy of classroom and supportive adjunct training materials, test content, and individual security officers' retentiveness. County Project Manager or designee may create, revise or mandate all training provided to personnel assigned to the County. Any changes to the training provided by the Contractor shall be reviewed and approved by the County Project Manager or designee. All formal training shall be administered (e.g., taught, presented) by persons who have

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

Contractor shall provide a copy of the proposed course(s) of instruction with all materials for review and approval to the County Project Manager or designee prior to the Contract start date. County Project Manager or designee may visit any of the Contractor training classes without notice to monitor and evaluate the training.

6) Firearms Training

Contractor shall employ a state-licensed firearms training instructor to develop and maintain an ongoing firearms program to meet or exceed the required state of Florida licensing statutes and standards. Subcontracted instructors will not meet this requirement. The firearms instructor shall be directly employed by the Contractor and shall be approved by the County Project Manager or designee prior to performing any duties as result of this Solicitation. County Project Manager or designee may visit training classes without notice, to monitor and evaluate this course.

28. LOCAL MANAGEMENT OFFICE

Contractor shall have a local management office in Miami-Dade County. County Project Manager or designee may inspect the local management office at any time. All records pertinent to administration and management of this contract and all extensions and renewals thereof are the sole property of the County and shall be maintained at the local management office. These records are subject to inspection by the County Project Manager or designee at any time. Contractor shall maintain, at a minimum, the following documents at the local management office:

- 1) Financial records: invoices, employee payroll and other associated backup documentation pertaining to any contract issued as a result of this Solicitation
- 2) FCC License
- 3) Log Books
- 4) Incident Reports
- 5) Quality Assurance Plan
- 6) Employee Personnel File

Required documents shall be placed under the same section/tabs in each employee's file. Contractor is responsible for vetting and ensuring the accuracy of all information provided by prospective employees. False statements or falsification

of any of the documents required by the County will result in Liquidated Damages and/or filing of a Contractor Non-Performance. Contractor shall maintain a copy of all disciplinary actions taken by the Contractor against its personnel, assigned to provide services to the County, for all infractions committed under this contract. A copy of said violations shall be placed into each of the applicable employee's personnel files. Copies of the Contractor prospective employee files will be provided to the County Project Manager or designee for review and approval prior to the said applicant performing any duties related to this contract. These files shall contain copies of, but not be limited to, the following documents:

- 1) National Criminal background check which shall be updated on a yearly basis
- 2) Medical examination, including drug test results (which shall be updated, on a yearly basis) and psychological results
- 3) Training test results along with a copy of their test
- 4) Proof of education and experience
- 5) Prior employment verifications
- 6) State security officer licenses "D", "G", "M", "K" or "DI" as applicable
- 7) Employment application
- 8) Polygraph examinations reports, as applicable
- 9) Proof of certification for law enforcement and corrections experience
- 10) A copy of DD-214 Long form, certificate of release or discharge from active duty (U.S. Armed Forces)
- 11) A copy of a valid state of Florida driver's license
- 12) A copy of a five year driver's history, when applicable
- 13) Proof of citizenship, resident alien card or work permit
- 14) Employee signed release of personnel file form
- 15) Any applicable County waiver forms

29. WORK MATERIALS

Contractor shall provide all work materials necessary for proper performance including, but not limited to, items such as bound log books, with preprinted consecutive numbered and lined pages, notebooks, pens, and pencils. Contractor, at no charge to the County, shall supply these materials, unless otherwise specified by the County Project Manager or designee. All post orders, logbooks, incident reports and records are the sole property of Miami-Dade County. These records are subject to inspection by the County Project Manager or designee at any time. Upon termination of the contract and all renewals thereof, Contractor shall surrender all records or documents (e.g. log books, incident reports, etc.) to the County Project Manager or designee within seven days of the contract's termination date.

30. COMMUNICATION SYSTEM

1) Handheld Radios

Two-way handheld radios, licensed for use by the FCC, shall be provided by the Selected

Proposer(s) to all on-duty personnel or as directed by the County Project Manager or designee. In addition, two (2) radios shall be issued by the

Contractor, one (1) to the SOC and one (1) for the County Project Manager or designee. Additional radios may be requested, at no additional charge, at the discretion of the County Project Manager or designee.

2) Central Dispatch Center

Central Dispatch Center shall have a back-up electrical generator power capacity to ensure essential operational functions as to sustain communications with the Contractor personnel and the County. The Central Dispatch Center shall be staffed by experienced personnel twenty-four hours a day, seven days a week. Contractor personnel assigned to the Central Dispatch Center shall have the ability and authority to take immediate action on behalf of the Contractor, as required. This station shall have a complete roster of all personnel assigned to County posts, contact information, assignment locations and assignment hours.

The Central Dispatch Center shall maintain a logbook or electronic technologies which maintain records of all activities (e.g. requests for service, incidents, radio status checks, failure to report for duty, etc.). The Central Dispatch Center shall conduct routine radio status checks of the Contractor personnel and make notations of any failure or the Contractor personnel to respond or report for assigned duties. The frequency of radio status checks shall be mandated solely by the County Project Manager or designee. The Central Dispatch Center shall also be able to make contact with Contractor management twenty-four hours a day, seven days a week. Failure to comply with any of these requirements constitutes a material breach of the contract, and may result in Liquidated Damages and/or a Non-Performance being assessed. Contractor dispatch center is subject to unannounced inspections by the County Project Manager or designee at any time throughout the length and any extensions or renewals of the contract.

3) System Quality

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

- a. Use a network of repeaters of sufficient strength and capacity to service all facilities/buildings and service assignments included in this contract including all extensions and renewals thereof.
- b. Ensure that the speed and quality of radio communications is not detrimentally impacted by on-air congestion. The Contractor should select a channel, (i.e., frequency that is not overloaded with non-contract users).
- c. Implement a program of maintenance and repair for all equipment to be used in providing services to the County. Such a program shall ensure the optimum performance of all equipment at all times, thereby allowing

the system to meet the service requirements and quality standard specified in this Solicitation.

- d. Have a sufficient number of spare radios, chargers and charged batteries in stock to provide for those that are inoperative in the field or in the repair shop. Malfunctioning radios shall be replaced within four hours.
- e. Ensure that all radio equipment has sufficient operating power at all times during a tour of duty. It may be necessary for the Contractor to implement a system by which fresh batteries, or charger radios, are delivered to the posts in order to meet this requirement. Wherever possible, the County may provide safe storage and electric power (for charging).

4) County Evaluation Of Communications System

County Project Manager or designee may evaluate the communication system at any time during the term of this Contract including any extensions or renewal thereof. Should there be a deterioration of performance and the Contractor is unable or unwilling to make necessary improvements, the County shall consider this a material breach of the contract and may terminate the contract issued. The County Project Manager or designee shall be the sole judge of the adequacy of radio communications.

31. UNIFORMS AND EQUIPMENT

Contractor shall ensure that, at all times while in uniform, all personnel shall be fully equipped and wear complete County-approved uniforms including uniform jackets with required patches that are sewn on and name tags. Contractor personnel shall wear uniforms whose color and style have been approved in advance by the County Project Manager or designee. Contractor shall establish a dress code policy that includes grooming and hygiene standards. Policy shall be approved in advance by the County Project Manager. All personnel providing service to the County may be required to wear the same color and style of uniform, distinguished only by Contractor identification patches (see below). Uniforms do not have to be new, but shall be in good condition, and meet contractual standards. Uniforms shall consist of the following items:

1) Standard Uniform for all levels of Security Officers and Security Supervisor shall include:

- a. Trousers, all-season weight
- b. Shirt/blouse, short or long sleeve
- c. Belt – solid black
- d. Duty belt (high gloss style)
- e. Socks – solid black in color
- f. Shoes – solid black patent leather or corofram, no high heels, no platform shoes and no sneakers or tennis shoes (without medical waiver)
- g. Shoulder patches to indicate the name of the Contractor shall be sewn on and worn on both shoulders of the uniform jacket and shirt. No other

- identification of the Contractor shall be worn or displayed on the uniform hat
- h. Nametags to be worn over the right shirt pocket
- i. Foul weather/cold weather clothing, including raincoats, boots, and/or security jackets, shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing shall be identical in style and color for each security officer, and marked with Contractor identification, logo or name, or an insignia. Jackets worn during cold weather shall be issued by the Contractor along with company patch sewn to the jacket
- j. Wear clean, pressed uniforms at all times while on duty at a County Post

- 2) **Specialized Uniforms** may be worn at certain sites/posts with prior approval of the County Project Manager or designee, and may include the following:
- a. Polo style shirt with long pants
 - b. Polo style shirts with shorts, solid black sneakers or boots (High Tech type, Bike Patrol uniform) baseball cap with company logo on the front
 - c. Overall, Coveralls (Jumpsuits)
 - d. Company photo I.D. badge to be worn on uniform shirt in plain view at all time while on duty
 - e. Jackets worn during cold weather are to be issued by company along with company patch
 - f. Long sleeve shirts with neckties

3) **Personnel Equipment for all proposer(s) personnel**

Except as specifically noted, or provided for in this contract, all Contractor's personnel shall be equipped at all times while on duty with the following items:

- a. Handcuffs and key
- b. Flashlight; heavy-duty (2 or more D-cells or compact rechargeable lithium battery powered flashlights).
- c. Two-way radio, licensed for use by the Federal Communications Commission ("FCC") and meeting all requirements as specified in this contract.
- d. In addition to the above, armed personnel shall be equipped with a semiautomatic pistol of a reputable manufacturer (e.g., Smith & Wesson, Colt, Glock, Ruger, Sig Sauer, Beretta, H&K, or Taurus), and ammunition that meets requirements of Florida Statutes. All semiautomatic pistols shall be of the same manufacturer and caliber. All personnel shall be issued an ammunition pouch and a minimum three (3) fully loaded magazines with the number of rounds in accordance to the weapon's ammunition capacity. All armed personnel shall utilize a weapon triple retention holster compatible with the firearm, uniform and other equipment. The holster shall be worn on the duty belt. All armed personnel shall be provided training for triple retention holsters.
- e. Expandable Baton (e.g.-ASP) and officer shall be certified as per Florida

Statutes. Add to training section

All Contractor personnel shall not carry any unauthorized equipment such as chemical agents, concealed weapons, personal radios, or other items not approved by the County Project Manager or designee or which is not included in this contract

4) Vehicular Equipment

Contractor's personnel may be required by the County to operate licensed and insured marked motor vehicles in order to monitor different posts, move between assignments, or to conduct vehicular patrols of an area. Likewise, they may be required to operate off-street motorized carts in order to conduct vehicular patrol of an area. Other means of transportation e.g.-boats, bicycles, horse, Segways, etc. may be considered on a post-by-post basis for possible use. Vehicles shall be provided, and all expenses for their maintenance and operation shall be paid by the Contractor. Contractor shall provide all personnel assigned to these services a training class with a minimum of eight (8) hours of course instruction. County Project Manager or designee shall approve vehicle types, color, markings, lights, and other features. Any personnel assigned to a Post where he/she will be operating a motorized vehicle to include a golf cart shall have a valid Florida driver's license.

5) Minimum number of Uniforms and Equipment for Security Officers

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

- a) Trousers, (3)
- b) Shirts/blouses, (5)
- c) One (1) set of all other uniform components as specified
- d) Cold weather jacket (1)
- e) Raincoat (1)
- f) Duty Belt (1)
- g) Handcuffs and Key (1)
- h) Firearm, if applicable (1)
- i) Ammunition Pouch (1)
- j) Weapons Magazines, as applicable (3)
- k) Ammunition, as applicable
- l) Expandable baton (1)

6) Maintenance Of Uniforms And Equipment

Contractor shall assure that all personnel maintain a clean neat, well-kept appearance in accordance with the contractual standards (e.g. pressed uniform, polished shoes, etc.). Contractor shall maintain and replace uniforms, as necessary. Likewise, all equipment used by the Contractor, provided by either party, shall be

kept clean, well-maintained, and in safe operating condition at all times, free from defects or wear which may constitute a hazard to any person on County property. Contractor shall conduct periodic inspections of all equipment to include firearms as per the direction of the County Project Manager or designee. Contractor ammunition shall be exchanged for new ammunition, at a minimum on an annual basis or as directed by the County Project Manager or designee.

7) Uniforms Costs

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

32. WEAPON SAFETY

Contractor shall issue to their personnel (as applicable) a company issued and owned firearm. In no circumstance will an Officer's personal weapons be acceptable as the Officer's duty weapon in providing service to the County. Contractor shall observe the following safeguards regarding the use of firearms at all County facilities/buildings and service assignments. This includes, but is not limited to, the distribution of the following safeguards to all Officers on post and the inclusion of these safeguards in all training courses:

- 1) Firearms shall **not** be removed from their holsters for any reason except to be used in life-threatening situations or for inspection by the County Project Manager or designee. Gun belts shall be worn properly at all times except during restroom breaks. Violations of these policies may result in immediate removal from County contract and criminal prosecution, as warranted.
- 2) At no time will firearms (including gun belts and ammunition) be stored or left unsecured at any County location.
- 3) Firearms shall not be cleaned at County locations **at any time**.
- 4) Unauthorized weapons, holsters, and ammunition are expressly prohibited.
- 5) Armed officers and supervisors who do not have in their possession a current Florida Department of State "G" license shall be immediately removed from standing post at the County location.
- 6) Loss, theft, use, or misuse of weapons shall be reported immediately to ISD Security Management.
- 7) Any incident that involves the display or discharge of a firearm shall be immediately reported to the County Project Manager or designee.
- 8) Armed Officers shall follow all guidelines as set forth all in FSS Chapter 493.

33. QUALITY ASSURANCE PLAN

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

1) QAP Contractual Review Plan

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

2) Corrective Action Procedures

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

34. FAILURE TO PERFORM**A. Liquidated Damages**

Contractor(s) shall be liable for damages, indirect or direct, resulting from its failure to meet all contractual requirements or standards. Contractor(s) acknowledge and agree that damages likely to be incurred to the County as a result of the below listed incidents is incapable, or is difficult, to precisely estimate. In light of this difficulty, for each occurrence of an incident listed below, the Contractor(s) shall be liable to the County in the amounts listed therein as liquidated damages, and not as penalties. Any of these violations may also result in the Contractor(s) personnel being removed from the post and/or contract at the request of the County Project Manager or designee. Upon the occurrence of an incident, the County Project Manager shall promptly provide to the Contractor(s), a written notice of a violation and intent to impose liquidated damages in the form of an Infraction Report. Infraction Reports shall be issued to the Contractor(s) promptly by the County Project Manager or designee, in order to afford the Contractor(s) time to notify the County of extenuating circumstances.

- The 1st infraction may result in Liquidated Damages of \$100.00,
- The 2nd infraction \$200.00,
- The 3rd and subsequent infractions \$300.00

(Unless a Special Violation, in which case the 1st infraction will be \$500.00, the 2nd infraction \$1,000.00, 3rd infraction \$1500.00).

The graduation of Liquidated Damages will occur with the involvement of the same facility, Contractor personnel and a pattern of the same incidents at multiple posts

(i.e. repeated violations of the same type). Violations discovered subsequently to the infraction(s) occurrence shall be treated in the same manner (e.g. three infractions are discovered after the fact the first, second and third step damages would all apply or \$3,000.). Any violations committed by Contractor's personnel may result in the suspension or removal from duty of said personnel at the discretion of the County Project Manager or designee. Violations that may result in the assessment of Liquidated Damages include, but are not limited to, the following:

1. Personnel Violations

- a. Late for duty
- b. Sleeping on duty
- c. Failure to follow post orders
- d. Abandoning post
- e. Inappropriate behavior
- f. Improper or badly soiled uniform or failure to adhere to dress code
- g. Failure to conspicuously display on person security officer licenses (D & G), company ID
- h. Failure to make report
- i. Improper guard tour rounds
- j. Improper state licensure (e.g. not on person, expired) per records, reports or logbook
- k. Improper reading materials other than work related (e.g., newspapers and magazines)
- l. Improper audio/video devices other than work related
- m. Unauthorized visitors on post
- n. Not signing in or out in logbook
- o. Vehicle irregularities
- p. Post opened or closed late
- q. Personal phone use
- r. Failed to report for duty

2. Administrative Violations

- a. Improperly or insufficiently equipped
- b. No radio or inoperative radio
- c. No vehicle or inoperative vehicle
- d. No weapon or ammunition violation
- e. Inadequate writing skills
- f. Inadequate training
- g. Lack of contract supervision.
- h. Excessive hours on duty (not approved in advance by ISD Security Management)
- i. Violations of local, state, or federal laws, regulations, or ordinances
- j. Failure to provide security officers for "special requests" assignment after making commitment

- k. Criminal records check not complete/or hired
- l. Contractor personnel with criminal records
- m. Difficulty in speaking or understanding English, and/or being understood by other
- n. Failure to have current Post orders on site
- o. Invoicing discrepancies or inaccuracies
- p. Contract section violations

3. Special Violations

- a. Reassignment of any personnel previously suspended or removed from duty by the County
- b. Assignment of personnel not properly qualified or approved for duty
- c. Failure to notify the County of an arrest of personnel within the required time frame
- d. Improper internal employee fines or wage practices
- e. False or misleading statements by personnel
- f. Deducting money from an employee's paycheck as a result of Liquidated Damages
- g. Failure to immediately report the display or discharge of a firearm.
- h. Failure to staff a duty assignment (open post)
- i. Failure to make proper notifications regarding open duty assignments (open post)

Note: The Contractor shall NOT pass along to its personnel any liquidated damages assessed for infractions on this Contract. Such conduct constitutes a violation that may result in additional Liquidated Damages to the Contractor.

B. Non-performance Actions

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

1. Suspension and/or Loss of Post(s)

Repeated violations of any type or a particularly serious violation at the same facility or facilities may be taken as proof that the Contractor cannot properly handle that location or locations. In such situations, the County Project Manager or designee may remove the Contractor from the facility/post and reassign the facility/post to another Contractor assigned work under this Contract, and all extensions or renewals thereof, either temporarily

(suspension) or permanently. Similarly, new or existing posts may be assigned to a different Tier Contractor in the best interest of the County, if there has been a demonstrated pattern of incompetence by the existing Contractor.

2. Loss of Post and Debarment

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

35. COURT APPEARANCES

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

36. REPORTING REQUIREMENTS & PROCEDURES

Contractor shall comply with the following reporting requirements and procedures:

1. A brief statement of any unusual events shall be written in the post logbook, so the County Project Manager or designee can identify the principals upon later inspection, if a further investigation is needed. All bound logbooks become the property of the County upon its replacement on the post. Hence, logbooks shall be kept in a clean and presentable manner and replaced as necessary to maintain this condition.
2. Contractor shall maintain all logbooks during the term of a contract and any renewals or extensions thereof. Upon expiration of the contract or earlier as required by County Project Manager or designee, the Contractor shall deliver all such logbooks to the County at a place to be determined by the County Project Manager or designee within seven (7) days.
3. A copy of all reports shall be furnished to the County Project Manager or

- designee as directed or in critical incidents prior to the completion of each shift.
4. An Incident Report shall be completed whenever any unusual event and/or criminal event occurs. Such events include, but are not limited to the following: discharge of firearms, major criminal act or any safety hazards. Officers shall consult the SOC when in doubt about any reports. If there are any injuries as a result of a firearm discharge 911 is to be called immediately. The SOC, 305.375.4500, shall be notified immediately after calling 911, facility contacts/building managers and the appropriate Contractor personnel shall also be notified.
 5. Pertinent facts of daily events shall be written in the post logbook, however any incident that requires a report shall be verbally reported to the SOC immediately after the incident occurs, in order to receive an ISD Security Management case number, by calling the SOC at (305)-375-4500, after authorities have been notified.
 6. All employees shall follow the "Chain of Command." After exhausting efforts with Contractor management staff the next step will be an ISD Security Supervisor followed by the ISD Deputy Chief followed by County Project Manager or designee. Failure to adhere to these guidelines may result in Liquidated Damages and/or removal of the Contractor personnel from providing services to the County.

37. METHOD OF PAYMENT: BI-WEEKLY INVOICES

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

- 1) **Invoice:** Contractor shall submit one (1) original set of the detailed bi-weekly invoices to ISD Security Management Section, 200 NW 1 Street, Suite 103, Miami, FL 33128. County will specify whether the invoices shall be submitted electronically or hard copy. County may change the format of invoices at any time throughout this Contract.
- 2) **Required Payroll Documentation:** Contractor shall submit with their bi-weekly invoices all corresponding back-up documentation (e.g. original time-sheets, justification memorandums, overtime authorization forms, etc.). In addition, from time to time the County Project Manager or designee may request additional copies of time sheets, payroll records, and/or other documentation showing the names, social security numbers, wage rates, FICA payments, and unemployment insurance payments, and/or other applicable documents that would verify existence of a payment to the Contractor personnel. Contractor shall promptly provide payroll documentation as directed by County Project Manager or designee.
- 3) **Payment Schedule:** Contractor shall agree to the County's method and frequency of Payment. Contractor shall be prepared to have enough working capital to function in this environment.

38. INVOICING DISCREPANCIES

It is the County's intent to ensure that Contractor's invoices are processed and paid according to this contract, with the correct hours and rates reflected. The Contractor shall review and ensure that the invoicing submitted to the County accurately reflects the hours and services rendered as well as all applicable billing rates, based on a CPI adjustments applicable to that billing period. Any invoices which are not submitted or that are submitted with errors shall be returned to the Contractor for immediate correction and shall be resubmitted by the following invoicing period, with the required corrections made. Failure to resubmit the corrected invoice(s) may result in Liquidated Damages being assessed and shall continue until resubmitted correctly. Furthermore, the continued submittal of duplicate invoices or previously processed invoices may result in Liquidated Damages and/or a Contractor Non-Performance.

39. RETURNED CHECKS

In order to ensure the maintenance of an adequate job force, payment to Contractor's personnel shall be on time and with checks that are valid, i.e., there are available funds in the bank to cover said checks. Any violations of this section may result in Liquidated Damage or a Non-Performance action being assessed.

40. COUNTY-FURNISHED ITEMS

County will furnish the below listed items to the Contractor, to be used only in connection with the providing services to the County. Contractor shall be responsible for all equipment issued by the County to the Contractor solely for performance of the work contained herein. Contractor shall replace, or reimburse the County at current market rates, for all equipment that is lost, damaged, stolen, or made otherwise unavailable due to the negligence of the Contractor or their personnel. Upon termination/expiration of this Contract and all renewals or extensions thereof, all equipment shall be returned to the County in good operating condition, less reasonable wear and tear as defined by the County Project Manager or designee. The following include some, but not necessarily all, of the items that the County shall provide to the Contractor:

1) Forms

A sample of required forms and other documentation used in reporting procedures at specific posts will be provided or approved by the County Project Manager, designee or Building/Facility Manager, if site specific. A Generic Post Order template will be given to the Contractor.

2) Keys

Contractor shall be responsible for all keys that are issued by the County. Special care shall be exercised when dealing with Grand Master or Master keys. All lost keys shall be reported immediately to the SOC and to the building manager/facility contact. Contractor shall provide adequate control and accountability for these keys. If a Grand Master or Master key under control of the Contractor is lost, the Contractor shall be liable for the cost of re-keying those buildings, facilities or locations impacted. Lost keys, other than Grand Master or Master keys shall result in the Contractor paying for

the cost of re-keying all effected doors. The removal and/or duplicating of County issued keys without the expressed written consent of the County Project Manager or designee is strictly prohibited.

3) Phones

County phones made available to the Contractor personnel are to be used for County business only. Personal and long distance calls are prohibited. Long distance or any unauthorized calls shall be reimbursed to the County within fourteen (14) business days of notice from the County. The use of personal cellular phones is also prohibited except in emergency situations, violations of these procedures will result in Liquidated Damages.

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

41. SCHEDULING SOFTWARE

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

42. GUARD CHECKS

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

43. TABLETOP EXERCISES AND DRILLS

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

44. CUSTOMER SATISFACTION PROGRAM

Contractor shall implement a customer satisfaction program to include customer satisfaction surveys to be conducted at a minimum twice yearly. County Project Manager will determine the format for the surveys. Any negative feedback received shall eventually be followed by corrective action plan to be approved by the County Project Manager.

45. ACQUISITION OF OTHER SERVICES

While the County has listed all services within the scope of this contract which are utilized

by Internal Services Department (ISD) in conjunction with its operations, there are times when additional services, including but not limited to periodic elevated Homeland Security alerts must be added to the contract after award. Under these circumstances, ISD representative will contact the Contractor to obtain a price quote for the additional like services. County may award these additional services to the Contractor under this contract.

Appendix B
Security Guard Services for Miami Dade Public Housing Facilities)
Price Schedule

A. PERSONNEL

Positions	Approx. Number Of Officers	Approx. Number of Hours Per Year	Proposed Hourly Rate
Level 1 Unarmed Security Officer	8	16,562	\$20.90
Level 2 Armed Security Officer	44	90,688	\$22.50
Level 2 Unarmed Security Officer	1*	1*	\$23.75
Level 3 Unarmed Security Officer	1*	1*	\$26.00
Level 3 Armed Security Officer	1*	1*	\$27.00
Site Supervisor for Level 1 Security Officers	1*	1*	\$26.50
Site Supervisor for Level 2 Security Officers	1*	1*	\$27.50
Site Supervisor for Level 3 Security Officers	1*	1*	\$28.50
			Proposed Annual Rate
Project Manager	1	2,080	\$62,500

B. EQUIPMENT

Special Equipment	Quantity	Approx. Number of Hours per Year	Proposed Hourly Rate
Licensed Motor Vehicle	8	45,000	\$4.75
			Proposed Monthly Rate
Golf Cart	1	5,460	\$295.00

Notes:

- Prices are firm and fixed price, and include all expenses, including all out-of-pocket expenses such as, employee travel, per diem, and miscellaneous costs and fees, as they will not be reimbursed separately by the County.



MIAMI-DADE COUNTY, FLORIDA PERFORMANCE AND PAYMENT BOND

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

STATE OF FLORIDA)
 SS
COUNTY OF DADE)

KNOW ALL MEN BY THESE MEANS THAT _____

_____ As Principal, and _____

A corporation organized under the laws of the State of _____ with its home office in the city of _____, as Surety, (said Principal and said Surety hereinafter collectively being referred to as 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 \$ _____ 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 _____ day of _____, 20____

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

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

NOW, THEREFORE, the conditions of the foregoing obligation is such that if the Principal shall indemnify the 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.

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IN WITNESS WHEREOF THE PRINCIPAL AND THE SURETY HAVE EXECUTED THESE

Presents this _____ day of _____, 20____

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

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

Two Witnesses

Signature of Individual

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

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

Two Witnesses

Signature of Individual

Printed Name of Individual

WHEN THE PRINCIPAL IS A PARTNERSHIP:

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

Two Witnesses

Printed Name of One Partner

Signature of One Partner

WHEN PRINCIPAL IS A CORPORATION:

Secretary

Correct Name of Corporation

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

Attest:

Corporate Surety

Countersigned: _____
Business Address

Florida Resident Agent By: _____
Corporate Seal

CORPORATE PRINCIPAL CERTIFICATION

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

Corporate Seal

STATE OF FLORIDA)
 SS
COUNTY OF DADE)

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

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

Notary Public, State of _____ at Large

My commission expires _____

Guard Locations and Hours

Attachment B

Regular (Permanent) Posts	Address	Guard Level, Vehicle and Scheduled hours of Coverage (Military Time)	Weekly Hours Guard and Equipment
Newburg Warehouse	7201 NW Miami Court, Miami, FL, 33150	L-1 (Unarmed) 17:00 to 07:30 Mon-Fri 07:30 to 07:30 Sat, Sun	120.5
Anne Coleman Gardens	5125 NW 22nd Avenue Miami, FL, 33142	L-2 (Armed) 08:00 to 08:00 Mon-Fri 08:00 to 08:00 Sat, Sun	336.0
			168.0 Vehicle
Gwen Cherry #14 and #16 (Officer patrols both properties)	1861 NW 28th St. and 2099 NW 23rd Street Miami, FL	L-2 (Armed) 07:00 to 07:00 Mon-Fri 07:00 to 07:00 Sat, Sun	168.0
			168.0 Vehicle
Phyllis Wheatley	1701 NW 2nd Court Miami, FL 33136	L-1 (Unarmed) 23:00 to 08:00 Mon-Fri 08:00 to 08:00 Sat, Sun	93.0
Ward Towers	2200 NW 54th St. 33142 Miami, FL.	L-2 (Armed) 16:00 to 08:00 Mon-Fri 08:00 to 08:00 Sat, Sun	128.0
Claude Pepper Towers	750 NW 18 Terrace Miami, FL. 33136	L-2 (Armed) 16:00 to 24:00 Mon-Fri 18:00 to 03:00 Sat, Sun	58.0
New Haven Gardens	7200 NE 2nd Avenue Miami, FL. 33138	L-2 (Armed) 23:00 to 08:00 Mon-Fri 08:00 to 08:00 Sat, Sun	93.0
			93.0 Vehicle
Three Round Towers B&C	2920 NW 18 Avenue Miami, FL. 33142	L-1 (Unarmed) 17:00 to 08:00 Mon-Fri 17:00 to 08:00 Sat, Sun	105.0
			105.0 Golf Cart
Liberty Square	1415 NW 63 St., Miami, FL. 33147	L-2 (Armed) 08:00 to 08:00 Mon-Fri 08:00 to 08:00 Sat, Sun	672.0
			336.0 Vehicle
PHCD Patrol	Patrols Properties of: Peters Plaza, Kline Nurn and Emmer Turnkey	L-2 (Armed) 17:00 to 07:00 Mon-Fri 17:00 to 07:00 Sat, Sun	196.0
			98.0 Vehicle

Guard Locations and Hours

Attachment B

Palm Court Booth	930 NW 95 Street, Miami, FL. 33147	L-2 (Armed) 23:00 to 08:00 Mon-Fri	93.0
Special (Temporary and/or New) Posts	Address	Guard Level, Vehicle and Scheduled hours of Coverage (Military Time)	Weekly Hours
Robert King High	1403 NW 7th Street Miami, FL 33125	L-1 (Unarmed)	TBD
Haley Sofge	750 NW 13th Avenue Miami, FL 33125	L-1 (Unarmed)	TBD
Naranja Development	26201 SW 139 Court Naranja, FL. 33032	L-2 (Armed) 08:00 to 08:00 Mon-Fri 08:00 to 08:00 Sat, Sun	336.0
			168.0 Vehicle
**Note: Periodically we do provide "Fire Watch", "Special", "Holiday" or other coverage at the above locations:			

****Note: Hours may vary by location.

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