

MEMORANDUM

Agenda Item No. 8(I)(1)

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

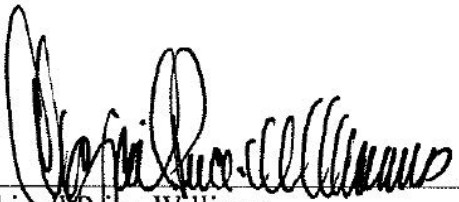
DATE: May 19, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution retroactively approving a contract between the Florida Department of Law Enforcement, acting in support of and with authorization from the Florida Criminal Justice Standards and Training Commission, and Miami-Dade County, by and through the Miami-Dade Police Department, for the test site eligibility and application to administer the State Officer Certification Examination to eligible applicants; retroactively authorizing the County Mayor's action in executing the contract with the Florida Department of Law Enforcement; and authorizing the County Mayor to exercise the amendment and termination provision contained therein

Resolution No. R-477-20

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Joe A. Martinez.


Abigail Price-Williams
County Attorney

APW/uw

Memorandum



Date: May 19, 2020

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

From: Carlos A. Gimenez
Mayor

A handwritten signature in blue ink, appearing to read "Carlos A. Gimenez", is written over the "From:" field.

Subject: Resolution Retroactively Approving a Contract Between the Florida Department of Law Enforcement and Miami-Dade County for the Test Site Eligibility and Application to Administer the State Officer Certification Examination

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution retroactively approving the State Officer Certification Examination Administration Contract (Contract) between the Florida Department of Law Enforcement (FDLE), acting in support of and with the authorization of the Florida Criminal Justice Standards and Training Commission (the Commission), and Miami-Dade County (the County), by and through its department, the Miami-Dade Police Department (MDPD), for the test site eligibility and application required to administer the State Officer Certification Examination (SOCE), and the execution of same by the County Mayor or the County Mayor's designee. It is further recommended that the Board authorize the County Mayor or the County Mayor's designee to exercise the amendment and termination provisions contained therein.

Scope

This Agreement will support countywide services.

Delegation of Authority

The County Mayor or the County Mayor's designee is authorized to execute the Contract with FDLE in substantially the form attached to the resolution, and to exercise the amendment and termination provisions contained therein.

Fiscal Impact/Funding Source

There is no fiscal impact to the County.

Track Record/Monitor

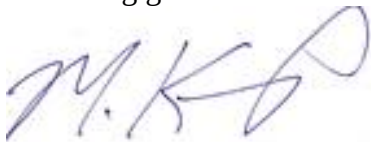
To ensure compliance with requirements set forth in the Contract, such contract will be monitored by Major Carlos Gonzalez, of the Miami-Dade Public Safety Training Institute.

Background

All individuals seeking Florida certification as a law enforcement, correctional, or correctional probation officer must pass the SOCE. Prior to taking the SOCE, individuals must first complete a basic recruit training program at a Commission certified training school. The Miami-Dade Public Safety Training Institute (MDPSTI) is certified by the Commission as the basic recruit training program for Region XIV, which encompasses Miami-Dade and Monroe counties.

Although the MDPSTI is the certified training center in FDLE's Region XIV, it is not a Pearson VUE authorized test site. All MDPD Basic Law Enforcement (BLE) program graduates have historically completed the SOCE at Miami Dade College, which is a Pearson VUE authorized test site. However, due to COVID-19 all colleges/universities are closed until further notice, and there are no other Pearson VUE authorized test sites within Region XIV.

MDPSTI personnel reached out to FDLE's Commission for guidance on this topic that is a time sensitive issue for many police departments across the state. The MDPSTI meets the requirements and is eligible to administer the SOCE because it is directly affiliated with the Commission and is an approved criminal justice training center. Submission of the attached Contract will allow the MDPSTI to administer the SOCE exam to new and future graduates of its BLE program. MDPSTI staff must complete Pearson VUE's proctor training course, as well as ensure that the social distancing guidelines from the Centers for Disease Control are followed during all exams.

A handwritten signature in blue ink, appearing to read "M. Kemp", is positioned above a horizontal line.

Maurice L. Kemp
Deputy Mayor



MEMORANDUM (Revised)

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

DATE: May 19, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(I)(1)

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(I)(1)
5-19-20

RESOLUTION NO. R-477-20

RESOLUTION RETROACTIVELY APPROVING A CONTRACT BETWEEN THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT, ACTING IN SUPPORT OF AND WITH AUTHORIZATION FROM THE FLORIDA CRIMINAL JUSTICE STANDARDS AND TRAINING COMMISSION, AND MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT, FOR THE TEST SITE ELIGIBILITY AND APPLICATION TO ADMINISTER THE STATE OFFICER CERTIFICATION EXAMINATION TO ELIGIBLE APPLICANTS; RETROACTIVELY AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE'S ACTION IN EXECUTING THE CONTRACT WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE THE AMENDMENT AND TERMINATION PROVISION CONTAINED THEREIN

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

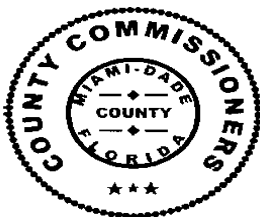
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board retroactively approves the Contract between the Florida Department of Law Enforcement, acting in support of and with authorization of the Florida Criminal Justice Standards and Training Commission, and Miami-Dade County, by and through the Miami-Dade Police Department, for the test site eligibility and application to administer the State Officer Certification Examination; and further retroactively authorizes the County Mayor or the County Mayor's designee's action in executing the Contract in substantially the form attached hereto and incorporated herein by reference. This Board further authorizes the County Mayor or the County Mayor's designee to exercise the

amendment and termination provision contained therein, as may be necessary on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Daniella Levine Cava** 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	aye	Sally A. Heyman	aye
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 19th day of May, 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

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Anita Viciano Zapata

State Officer Certification Examination Administration Contract

This contract establishes the terms and conditions under which the Miami-Dade Public Safety Training Institute, hereinafter referred to as the "Test Site," will be authorized by the Florida Department of Law Enforcement, hereinafter referred to as the "Department," to administer the State Officer Certification Examination (SOCE) to eligible applicants. The Department is acting in support of and with the authorization of the Florida Criminal Justice Standards and Training Commission, hereinafter referred to as the "Commission" or "CJSTC."

The purpose of this contract is to provide eligible criminal justice officer applicants access to the SOCE.

The Department and the Test Site do mutually agree as follows:

- 1.0 Test Site Eligibility and Application to Administer Tests**
 - 1.1 To be eligible to administer the SOCE, the Test Site must be:
 - 1.1.1 Directly affiliated with a Commission approved criminal justice training center or its parent organization; and
 - 1.1.1.1 A test center exclusively dedicated to the administration of academic and/or professional certification or licensure examinations, or
 - 1.1.1.2 A computer lab located at a Commission approved criminal justice training center, or
 - 1.1.1.3 A computer lab retained through a contractual agreement by a Commission approved criminal justice training center for the express purpose of administering the SOCE.
 - 1.2 Any changes to the Test Site occurring after the execution of this contract that result in ineligibility pursuant to this section shall cause the contract to be immediately terminated.
 - 1.3 An eligible Test Site wishing to be authorized to administer the State Officer Certification Examination (SOCE) shall complete and submit to the Department Attachment A – SOCE Administration Application.
- 2.0 Covenant for Services**
 - 2.1 The Department does hereby retain the Test Site to provide examination administration services for the examination specified above upon the terms and conditions set forth in this contract and any exhibits and attachments hereto. The Department does not guarantee, warrant, promise, or represent that the Test Site's services will be utilized by any applicants. Similarly, the Department does not guarantee, warrant, promise, or represent that the Test Site will receive any remuneration as a result of providing examination administration services.
 - 2.2 **Incorporated Attachments**
 - 2.2.1 Attachments A, B, C, D, and Exhibit 1 are hereby incorporated by reference in their entirety into this contract. A Test Site restroom policy, if required, shall also be incorporated by reference into this contract.
 - 2.3 **Role of Test Site**
 - 2.3.1 The Test Site shall provide, as an independent contractor and not as an agent, representative or employee of the Department or the Commission, all services described herein in a proper and satisfactory manner as determined by the Department at its sole discretion.
 - 2.3.2 The Test Site shall not serve as an official repository for official test records, including test results.
 - 2.4 **Changes to Contract**
 - 2.4.1 The Department reserves the express right to change, alter, or limit the scope of the services provided at any time, subject to the consent of the Test Site, which shall not unreasonably be withheld.
 - 2.5 **Non-Compliance with Contract Terms**

- 2.5.1 The Department reserves the right to suspend or terminate the contract with the Test Site in the event Test Site performance is unacceptable under the terms and conditions outlined in this contract.
- 2.5.2 In the event the Test Site is found to act in violation of the terms and conditions of this contract, the Department shall issue a Notice of Non-Compliance (Attachment C) to the Test Site. The Notice of Non-Compliance shall specify the nature of the violation and any acceptable remedies.
- 2.5.3 All contractual agreements between the Test Site and the Department to administer the SOCE and/or the Basic Abilities Test (BAT) shall be suspended immediately upon receipt of a Notice of Non-Compliance by the Test Site. The contract(s) shall remain suspended until the Department has determined that acceptable remedies have been taken.
- 2.5.4 In the event three (3) Notices of Non-Compliance are issued to the Test Site, under any contract with the Department authorizing the administration of the BAT or SOCE, within any 180 calendar day period, all exam administration contracts between the Test Site and the Department shall be automatically terminated.
- 2.6 **Contract Term**
 - 2.6.1 This contract shall be approved for a period of five (5) years from the date the Department implements computer-based testing. If the contract is signed after the implementation date of computer-based testing by the Department, this contract shall be approved for a period of five (5) years from the execution date of this contract.
- 2.7 **Non-Assignability of Contract**
 - 2.7.1 This contract may not be assigned in whole or in part.
- 2.8 **Public Records and Confidentiality**
 - 2.8.1 Pursuant to Florida's Public Records Act, the public shall have access to all documents, papers, letters, and other materials related to this contract that are made or received by the Test Site in conjunction with this contract, except materials related to:
 - 2.8.1.1 test administration and security protocols,
 - 2.8.1.2 all test questions and instructions, or
 - 2.8.1.3 other materials exempted by law from Section 119, Florida Statutes.
 - 2.8.2 The Test Site shall not divulge any information deemed confidential and/or exempt pursuant to law.
 - 2.8.3 This provision shall not expire with the contract.
- 2.9 **Inspections**
 - 2.9.1 The Test Site agrees to permit periodic, unannounced inspections by Department personnel. Upon an inspection, the Test Site shall grant immediate access to any area open to examinees before, during, and after a test event. Such inspections:
 - 2.9.1.1 shall ascertain the compliance with the terms and conditions of this contract, and
 - 2.9.1.2 shall be conducted so as to minimize impact to the Test Site's operation and activities outside the scope of this contract.
- 2.10 **Reporting Requirements**
 - 2.10.1 In the event of change to any information submitted on Attachment A, the Test Site shall resubmit to the Department a new Attachment A to reflect the updated information.
 - 2.10.2 The Test Site shall submit to the Department a completed Attachment B – Irregularity Report within 24 hours of any disruption to the examination process, including but not limited to unplanned closures of the facility; technical problems, whether resolved or not resolved; verified or suspected cheating; examinee medical emergency; or any other irregularity deemed significant by the Test Site.

- 2.10.2.1 If the cause of the disruption or irregularity prohibits the timely submission of Attachment B, the Test Site shall attempt to contact the Department via telephone and submit the report as soon as it becomes feasible.
- 2.11 **Fees**
 - 2.11.1 The Test Site may assess any fee or fees, including re-examination fees, deemed necessary by the Test Site for providing the testing services authorized by this contract and shall be wholly responsible for the administration and collection of such fees, including seeking remedies for non-payment of fees.
 - 2.11.2 Any fees assessed of an examinee by the Test Site for testing services under this contract shall constitute an agreement and transaction between the Test Site and the examinee and shall not be endorsed, brokered, or enforced by the Department.
- 2.12 **Termination by Test Site**
 - 2.12.1 The Test Site may terminate this contract in whole by providing the Department 30 calendar days written notice of the intent to do so via Certified Mail or private courier.
 - 2.12.2 The Department shall not be responsible for any costs, charges, or lost revenue resulting from the termination of this contract.
- 3.0 **Examination Administration**
 - 3.1 **Order of Precedence of Security Procedures**
 - 3.1.1 The security procedures and examinee restrictions outlined in this contract shall establish a minimum level of test security. The Test Site's security procedures shall have precedence over any less restrictive, conflicting procedures outlined in this contract.
 - 3.2 **Testing Room Access**
 - 3.2.1 The Test Site shall limit access to the testing room to examinees actively taking a test, test proctors, FDLE Exam Section or Field Services staff, and individuals authorized in writing by the Department.
 - 3.3 **Test Notification**
 - 3.3.1 If the Test Site is a computer lab, the Test Site shall notify the Department of each SOCE test event no less than 5 (five) business days prior to the event. The notification shall specify:
 - 3.3.1.1 The number of examinees (actual or estimated),
 - 3.3.1.2 Date and time of the test event,
 - 3.3.1.3 First name, last name, and last four digits of each proctor's social security number.
 - 3.4 **Examinee Verification**
 - 3.4.1 The Test Site shall be responsible for verifying the identity of each examinee taking any exams the Test Site is authorized to administer.
 - 3.4.2 Only original, valid driver licenses or state or federal photo identification cards issued by the appropriate agency are acceptable.
 - 3.4.3 Government agency cards issued to employees or contractors for building access, credentialing, or other employment related purposes are not acceptable.
 - 3.5 **Examinee Personal Effects**
 - 3.5.1 The Test Site shall not permit examinees to bring any of the following prohibited items into the testing room:
 - 3.5.1.1 Purses, briefcases, portfolios, fanny packs, backpacks, or other types of bags.
 - 3.5.1.2 Weapons, including, but not limited to firearms, knives, dart-firing stun guns, handcuffs, and batons.
 - 3.5.1.3 Cameras, tape or digital recorders, calculators.
 - 3.5.1.4 Wristwatch calculators.
 - 3.5.1.5 Computers and computer peripherals (including, but not limited to flash drives, external storage devices, dongles, etc.).
 - 3.5.1.6 Personal electronic devices or any type including, but not limited to cell phones, music players, or personal digital assistants (PDA).

- 3.5.1.7 Any paper materials, whether bound or loose-leaf materials, cards, documents, or notes.
- 3.5.1.8 Any books, including but not limited to, dictionaries, thesauruses, and spelling aids.
- 3.5.1.9 Food or drinks.
- 3.5.1.10 Hats or caps.
- 3.5.1.11 Sunglasses
- 3.5.2 The Test Site shall not permit examinees to bring into the testing room any other personal effects that the Test Site staff has reason to believe could threaten the integrity of the test.
- 3.5.3 Any items that are medically necessary and comply with the Test Site's policy are exempt from the requirements of Section 3.5 of this contract. However, any exempted items shall be placed in a clear plastic bag and placed in a location where it can be easily observed by proctors.
- 3.5.4 The Test Site may at its discretion provide lockers or storage options for examinees. However, the Department shall not be responsible for any potential losses related to the Test Site's policy for, and handling of, personal effects.
- 3.6 **Examinee Monitoring**
 - 3.6.1 The Test Site shall ensure that each examinee is continuously monitored by Test Site staff (proctors) during the test administration. For the purpose of this contract, "monitoring" shall be interpreted as an awareness, or ability to become instantly aware, of an examinee's activities at any given moment.
 - 3.6.2 Individuals holding an active CJSTC Criminal Justice Instructor certification are not eligible to serve as proctors or administrators for the SOCE.
 - 3.6.3 The Test Site shall submit to the Department a signed copy of Attachment D – SOCE Confidentiality Agreement for each SOCE proctor or individual authorized by the Department.
 - 3.6.4 Monitoring shall be performed by physical presence, including use of mirror(s) or windows, or through remote means. Remote monitoring shall be limited to a live video stream that allows Test Site staff a full view of each examinee and the examinee's computer monitor.
 - 3.6.5 In the event examinees are remotely monitored, the Test Site shall conduct a physical inspection of each examinee's test station at least five (5) times each hour at random intervals.
 - 3.6.6 Notwithstanding 3.6.4, Test Sites that are computer labs shall maintain a physical presence of one (1) proctor per every 30 examinees in the testing room at all times during the test event.
 - 3.6.7 The Test Site shall ensure that examinees have access to restrooms during the test event. If the examinee restrooms are accessible to non-examinees, the Test Site must submit to the Department an acceptable policy outlining Test Site restroom procedures and responsibilities for ensuring security and integrity of the examination process. Such policy shall be appended to this contract.
- 3.7 **Examinee Conduct**
 - 3.7.1 The Test Site shall not permit any examinee engaged in conduct that subverts the examination process, or attempts to subvert the examination process, to begin or continue testing.
 - 3.7.2 Examinee violations of conduct include, but are not limited to:
 - 3.7.2.1 Saving or duplicating, or attempting to save or duplicate, by any means any information from the test.
 - 3.7.2.2 Navigating, or attempting to navigate to any website other than what is used by the Department for the administration of the test.
 - 3.7.2.3 Accessing, or attempting to access any resources (hardware, software, or data) on the computer, attached to the computer, or via any network connection other than what is necessary for the administration of the test.
 - 3.7.2.4 Attaching any permanent or removable hardware to the computer.

SOCE ADMINISTRATION APPLICATION

OFFICIAL FDLE USE ONLY:			
☐ Approved	☐ Denied	Date: _____	Processed By: _____ Signature: _____

1. Application Date: 03/27/2020

2. Please check one: ☒ New Application ☐ Reauthorization ☐ Update of Information

Contact Information

3. Name of Test Site: MIAMI-DADE PUBLIC SAFETY TRAINING INSTITUTE

4. Physical address: 9601 NW 58 STREET

DORAL, FL. 33178

5. Mailing Address: 9601 NW 58 STREET

DORAL, FL. 33178

6. Test Site Phone: 305-715-5000

7. Fax: 305-715-5100

8. Test Site Director/Administrator: MIAMI-DADE POLICE DEPT. MAJOR CARLOS GONZALEZ

9. Director/Administrator Phone: 305-715-5000

10. E-mail: carlosgonzalez@mdpd.com

11. Secondary Test Site Contact: MIAMI-DADE POLICE DEPT. CAPTAIN SERGIO ALVAREZ

12. Secondary Contact Phone: 305-715-5000

13. E-mail: smalvarez@mdpd.com

14. Affiliated Criminal Justice Training Center: MIAMI-DADE PUBLIC SAFETY TRAINING INSTITUTE

15. Sponsoring Training Center Director: MAJOR CARLOS GONZALEZ

Attachment A

Test Site Information

16. Test Site Type: ☒ Test Center ☐ Computer Lab
17. Test Site Hours: 7:00 AM – 5:00 PM 18. Seat Capacity 46
19. Test Site open to unaffiliated examinees? ☒ Yes ☐ No
20. Fee (affiliated examinees): \$130.00 21. Fee (unaffiliated examinees): \$130.00

Test Site Requirements

<u>Requirement</u>	<u>Yes</u>	<u>No</u>
22. The Test Site's exam area is located in a discrete room dedicated to test administration for a period of no less than four (4) hours, or six (6) hours for approved ADA examinees, and is secured from traffic and intrusions by locked or monitored doors for the duration of any testing activity.	☒	☐
23. Each test station is located so as to allow proctors a full view of the examinee and the computer display via direct line of vision, a mirror, or live video stream.	☒	☐
24. The Test Site permits examinee access to secured restrooms. Use of the restrooms is limited to testing examinees or is monitored by facility staff. If this requirement cannot be met, the Test Site must submit a policy outlining procedures for ensuring the security and integrity of the examination process. Such policy, if required, shall be incorporated into the Examination Administration contract.	☒	☐
25. Test station computer displays are located no less than four (4) feet, on center, from each other or are separated by an opaque barrier that completely obstructs each seated examinee's line of vision to the neighboring display.	☒	☐
26. Computer labs are locked and inaccessible to examinees and potential examinees at all times, except during test administration or when accompanied by authorized facility staff as part of a formal training program.	☒	☐
27. Computer labs have a policy for detection and removal of malicious software at a frequency of once per month or more often (a policy for periodic image restoration will satisfy this requirement).	☒	☐
28. Computer lab computers have password protected BIOS and EFI/UEFI.	☒	☐
29. Computer lab computers use password protected user-level (not administrator) accounts for testing. Passwords are a minimum of 8 characters and complex (at least three of the following: upper case, lower case, numbers, special characters).	☒	☐
30. Computer lab computers' local administrator account is protected with a complex password (see #29) that is different from the user-level account password and known only to site administrators. Administrator account(s) are locked after 10 minutes of inactivity.	☒	☐

Test Site Certification

I hereby certify that the above information is true and accurate:

VERNON WILLIAMS**LIEUTENANT**

Authorized representative (print name)

Title

Signature

03/27/2020

Date

Training Center Endorsement

CARLOS D. GONZALEZ**MAJOR**

Training Center Director (print name)

Signature

03/27/2020

Date

SOCE ADMINISTRATION APPLICATION INSTRUCTIONS

Submit form to:

Florida Department of Law Enforcement
Criminal Justice Professionalism Program
Attention: Exam Section
P.O. Box 1489
Tallahassee, FL 32302-1489

1. **Application Date:** The date the application is submitted to FDLE.
 2. **Application Type:**
 - New Application** – check this box if the Test Site has not been previously authorized for the exam type applied for.
 - Reauthorization** – check this box if the Test Site is seeking renewal or reinstatement of a contract for a specific exam type. Test Sites already authorized for one exam type wishing to be authorized for the other type should check "New Application."
 - Update of Information** – check this box if the form is submitted to reflect changed or updated information of an already authorized Test Site.
 3. **Name of Test Site:** The name of the test center, if applicable, and the organization where the Test Site is located.
 4. **Physical Address:** The street address of the test site. This address will be shared with examinees by FDLE.
 5. **Mailing Address:** The address to which FDLE may send materials and notifications via the U.S. Postal Service.
 6. **Test Site Phone:** The main phone number of the Test Site. This number will be shared with examinees by FDLE.
 7. **Fax:** The fax number of the Test Site.
 8. **Facility Director/Administrator:** The name of the individual responsible for the entire operation of the Test Site and authorized to execute contracts and agreements on behalf of the Test Site.
 9. **Director/Administrator Phone:** The phone number of the director or administrator.
 10. **E-mail:** The e-mail address of the director or administrator.
 11. **Secondary Test Site Contact:** The name of an individual who may be contacted in the event the director or administrator is not available.
 12. **Secondary Contact Phone:** The phone number of the secondary contact person.
 13. **E-mail:** The e-mail address of the secondary contact person.
 14. **Affiliated Criminal Justice Training Center:** The name of the Commission approved criminal justice training center with which the Test Site is affiliated.
 15. **Sponsoring Training Center Director:** The name of the director of the sponsoring criminal justice training center.
 16. **Test Site Type:** A test center is a facility exclusively dedicated to the administration of academic and/or professional exams. A computer lab is a facility dedicated to providing access to computers and the Internet.
 17. **Test Site Hours:** The operating days and hours of the Test Site (e.g. M-F 8-5; Sat 8-12; Sun closed).
 18. **Seat Capacity:** The number of operational testing stations at the Test Site.
 19. **Test Site Open to Unaffiliated Examinees:** Is the Test Site available to individuals who are not current or past students or otherwise affiliated with the sponsoring criminal justice training center or its parent organization?
 20. **Fee (Affiliated Examinees):** The fee, if any, charged to examinees who are current or past students, and/or otherwise affiliated with the sponsoring criminal justice training center or its parent organization for use of the Test Site's services.
 21. **Fee (Unaffiliated Examinees):** The fee, if any, charged to examinees who are not current or past students, and/or otherwise affiliated with the sponsoring criminal justice training center or its parent organization for use of the Test Site's services.
 - 22-30. **Requirements:** Physical requirements for the Test Site. Any deviation from these requirements requires separate documentation detailing alternative arrangements. Such arrangements may be approved by exception on a case-by-case basis. Such approval is not guaranteed. These requirements are subject to inspection by FDLE staff.
- Test Site Certification Signature:** The application must be signed by a representative with authority to execute the State Officer Certification Examination Administration Contract.
- Training Center Endorsement:** The application must be endorsed by the director or designee of a Commission approved criminal justice training center.

SOCE IRREGULARITY REPORT

FAX to (850) 410-8651, or
E-MAIL to exam@fdle.state.fl.us

1. Report Date: _____ 2. Irregularity Date/Time: _____
3. Irregularity Type: ☐ Examinee ☐ Facility ☐ Technical (Facility) ☐ Technical (FDLE/CBT)
☐ Weather ☐ Other: _____
4. Test Site: _____
5. Submitted By: _____ 6. Phone: _____
7. Narrative (add additional pages as necessary):

Test Site Director/Administrator

Signature

Date

SOCE IRREGULARITY REPORT

INSTRUCTIONS

Submit form to:

FDLE Exam Section
Fax: (850) 410-8651
E-mail: exam@fdle.state.fl.us

1. **Report Date:** The date the report is written.
2. **Irregularity Date/Time:** The date AND time the incident triggering the report occurred.
3. **Irregularity Type:** Check the box best describing the cause of the incident.
 - a. **Examinee** – any incident related to a particular examinee, including but not limited to medical emergencies (the nature of the emergency does not need to be disclosed), cheating, subversive conduct, etc.;
 - b. **Facility** – any incident resulting from an irregular facility condition, including but not limited to fire drills, facility damage or unplanned emergency repairs, local emergencies affecting the facility, etc.
 - c. **Technical (Facility)** – any incident resulting from technical problems at the test site, including but not limited to computer malfunctions, disruptions in Internet connection, etc.
 - d. **Technical (FDLE/CBT)** – any incident resulting from technical problems occurring on FDLE controlled systems or the Computer Based Testing system.
 - e. **Weather** – any incident resulting from severe weather, including but not limited to hurricanes, tornadoes, flooding, etc.
 - f. **Other** – any incident resulting from causes not fitting the above descriptions. Please specify an appropriate category.

4. **Test Site:** The name of the Test Site submitting the report.
5. **Submitted By:** The name of the person writing the report. The person submitting the report does not need to be the Test Site administrator but should rather be the person most directly involved with the incident.
6. **Phone:** The phone number of the person submitting the report.
7. **Narrative:** A chronological account of the incident. The account should list the following information (as applicable):
 - a. **Who** – names of all parties involved. For examinees, date of birth and person number (i.e. password in the CBT system) must also be listed;
 - b. **What** – a description of the incident and an account of what actions were taken as a result;
 - c. **Where** – the location(s) where the incident occurred;
 - d. **When** – if the incident occurred over an extended period of time, describe an approximate timeline;
 - e. **How** – if the cause(s) of the incident is known, describe how it occurred and potential future mitigation of the cause(s).

Signature block: the printed name and signature of the Test Site administrator. The report must be signed by the Test Site administrator or his/her designee.

NOTICE OF NONCOMPLIANCE

Date: _____

The Florida Department of Law Enforcement (FDLE) has determined that the below items are not in compliance with the contract authorizing the facility named below to administer the State Officer Certification Examination (SOCE). Authorization to administer the SOCE and BAT (if applicable) will be suspended upon receipt of this notice until the corrective action(s) below has/have been resolved and verified by FDLE.

Pursuant to the State Officer Certification Examination Administration Contract and the Basic Abilities Test Administration Contract, receipt of three Notices of Non-Compliance within 180 calendar days under either contract will result in termination of the contract(s) authorizing the facility to administer the SOCE and BAT (if applicable).

1. Facility: _____

2. Contract Reference Item(s) not in compliance (details on following pages)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. Corrective Actions Required (details on following pages)

4. Issued By:

Name _____ Title _____

Signature _____

Submit responses to this notice to:
Florida Department of Law Enforcement
Criminal Justice Professionalism Program
Attention: Certification Examination Section
Post Office Box 1489
Tallahassee, Florida 32302-1489
Fax # (850) 410-8651
E-mail: exam@fdle.state.fl.us

SOCE NON-DISCLOSURE AGREEMENT

I, _____, _____
Print Rank/Title Print Name
as a condition of serving as a Test Administrator/Proctor may have access to test items and related test materials, and hereby agree to hold in confidence and not reveal or disclose to anyone not authorized in writing by the Florida Department of Law Enforcement, Criminal Justice Program, any information, content, or nature of content related to the State Officer Certification Exam. Further, I will not disclose to anyone information deemed confidential, which may be accessible to me during the performance of my duties.

I also hereby certify that I do not hold an active Criminal Justice Instructor certification by the Florida Criminal Justice Standards and Training Commission.

NOTICE: Pursuant to section 839.26, F.S., unlawful misuse of confidential information is a first-degree misdemeanor. Willful disclosure of copyrighted materials may also be subject to civil action.

Signature

Date

1. Employing Agency: _____
2. Agency Address: _____
3. Agency City: _____ 4. State: _____ 5. Zip: _____
6. Agency Phone: _____
7. Supervisor Name: _____ 8. Rank/Title: _____
9. Supervisor Phone: _____

Supervisor Signature

Date

Submit this agreement to:

Florida Department of Law Enforcement
Criminal Justice Professionalism Program
Attention: Certification Examination Section
Post Office Box 1489
Tallahassee, Florida 32302-1489
Fax # (850) 410-8651
E-mail: exam@fdle.state.fl.us

**FLORIDA DEPARTMENT OF LAW
ENFORCEMENT
STANDARD TERMS AND CONDITIONS
EXHIBIT 1**

The following provisions added to, or deleted from, the contract shall be included as a part of the attached contract, and shall be controlling notwithstanding any other provision of the contract.

Contracting Party, as used herein, includes one or more parties, and means contractor, consultant, licensor, or other party contracting or entering into an agreement with the Florida Department of Law Enforcement (hereinafter "the Department" or "FDLE") as the case may be.

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41. FDLE Special Conditions

1. Advertising

Subject to Chapters 119 and 943.686, Florida Statutes, the Contracting Party shall not publicly disseminate any information concerning the contract without prior written approval from the Department, including, but not limited to mentioning the contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contracting Party's name and either a description of the contract or the name of the State or the Department in any material published, either in print or electronically, to any entity that is not a party to contract.

2. Annual Appropriation

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

3. Assignment

The Contracting Party shall not sell, assign or transfer any of its rights, duties or obligations under the contract, or under any purchase order issued pursuant to the contract, without the prior written consent of the Department. In the event of any assignment, the Contracting Party remains secondarily liable for performance of the contract, unless the Department expressly waives such secondary liability. The Department may assign the contract with prior written notice to the Contracting Party of its intent to do so.

4. Compliance with Laws

The Contracting Party shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of such laws may be grounds for contract termination.

5. Conflict of Interest

It is further understood and agreed that no employee of the Department who exercises any functions or responsibilities in connections with the planning and implementation of this contract shall have any personal financial interest, direct or indirect, in this contract.

Potential Conflict of Interest: This contract is subject to Chapter 112 of the Florida Statutes. Contracting Party shall disclose the name of any officer, director, employee or other agent who is also an employee or official of an "agency" of the State of Florida, as that term is defined at Section 112.312, Florida Statutes. Contracting Party shall also disclose the name of any employee or official of an "agency" of the State of Florida, as that term is defined at Section 112.312, Florida Statutes, who owns, directly or indirectly, an interest of five percent (5%) or more in the Contracting Party or its affiliates.

6. Contract Manager

The Department's Program/Regional Contract Manager for this contract shall be

Name: Ashley K. Pennington

Title: Training and Research Manager

Street Address: 2331 Phillips Road, Tallahassee, FL 32308

Phone: 850.410.8673

Email: ashleypennington@fdle.state.fl.us

7. Contracting Party Employees, Subcontractors, and Other Agents

Contracting Party will be an independent contractor, and not the agent or servant of the Department and will not be entitled to any benefits granted employees of the State of Florida. The Department and the State shall take all actions necessary to ensure that Contracting Party's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contracting Party's employees, subcontractors, and other agents receive benefits and necessary insurance from an employer other than the State of Florida. Each party agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability and withholding tax, worker's compensation, social security, unemployment insurance, and Occupational Safety and Health Administration requirements and other federal, state and local laws.

The Contracting Party will have complete supervision and control over its own agents, servants and employees. The Contracting Party will ensure that personnel of any agent or subcontractor are trained, qualified, and available to perform the services for which they are contracted to perform.

The Contracting Party is responsible for managing the relationship with all subcontractor organizations, for directing and managing the work efforts of subcontractor personnel, and for the quality of the work of subcontractor personnel. Upon request, Contracting Party shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the contract must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the contract.

8. Convicted Vendors

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36

months from the date of being placed on the convicted vendor list.

9. Discrimination

In the performance of such services, the Contracting Party agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, sex, age, national origin, or disability.

10. Discriminatory Vendors

As required by Section 287.134, Florida Statutes, an entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

11. Controlling Law

All matters, whether sounding in tort or contract, relating to the validity, construction, interpretation, performance and enforcement of this contract shall be determined by the laws of the State of Florida. The exclusive venue of any legal or equitable action that arises out of or relates to the contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

12. Effective Date

This contract shall be effective when signed by the Contracting Party and the Department.

13. Execution in Counterparts

The contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14. E-Verify

The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. The Contracting Party certifies that it participates in the U.S. Department of Homeland Security's E-Verify Employment Eligibility Verification Program, and that it will assure that any sub-contractor with which it contracts for the performance of this contract participates in the E-Verify Employment Eligibility Verification Program.

15. Indemnification

The Contracting Party assumes liability for the causes and in the amounts specified in Section 768.28, Florida Statutes for all suits, actions, damages, and costs of every name and description, including attorney's fees where applicable, arising from the actions of its agents, employees, partners, or subcontractors. The Contracting Party shall not assume liability for that portion of any loss

or damages proximately caused by the negligent act or omission of the Department.

Should the Contracting Party be a state or other governmental agency, it is understood that such Contracting Party cannot indemnify the Department and that such Contracting Party shall be self-insured.

16. Insurance Requirements

During the contract term, the Contracting Party at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contracting Party. Upon request, the Contracting Party shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contracting Party shall not be interpreted as limiting the Contracting Party's liability and obligations under the contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

Should the Contracting Party be a state or other governmental agency, it is understood that such Contracting Party cannot indemnify the Department and that such Contracting Party shall be self-insured.

17. Intellectual Property

The parties do not anticipate that any intellectual property will be developed as a result of this contract. However, any intellectual property developed as a result of this contract will belong to and be the sole property of the state. The rights conveyed to the state pursuant to this Agreement do not include rights to any preexisting Intellectual Property used, developed and refined by the Contracting Party and its subcontractors during their provision of Services under this Agreement. This provision will survive the termination or expiration of any contract.

18. Invoicing

All invoices or bills for fees, or other compensation for services, or expenses shall be submitted with reasonable detail for a proper pre-audit and post-audit thereof, to comply with Section 287.058(1)(a), Florida Statutes. Whenever this contract is terminated with or without cause, all amounts due shall be pro-rated.

Invoices will reference a valid contract number and be submitted to:

Florida Department of Law Enforcement
Attn: Accounts Payable
2331 Phillips Road
Tallahassee, Florida 32308
Phone: 850-410-7155

Email: fdleaccountspayable@fdle.state.fl.us

19. The Department is Self-Insured

The Department is self-insured for its torts to the extent provided in Section 768.28, Florida Statutes, to cover bodily injury, death and property damage arising as a consequence of the acts and omissions to act of its

officers, employees, and agents. The Department is without authority to insure the contracting party in any way. The Department shall not be deemed to assume any liability for the acts, omissions to act and negligence of the Contracting Party, its agents, servants and employees; nor shall the Contracting Party exclude liability for its own negligence to the Department or any third party, except as allowed by law and agreed to by the Department. The Department is without authority to indemnify or hold harmless the Contracting Party.

Unless authorized by law and agreed to in writing, the Department shall not be liable to pay attorney fees, interest, late charges and service fees and/or costs of collection.

20. Modification of Terms

The contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and the Contracting Party and any communications, promises, representations or agreements, not included in writing in this contract, shall not be binding upon any party. The Contract may only be modified or amended upon mutual written agreement of the Department and the Contracting Party. No oral agreements or representations shall be valid or binding upon the Department or the Contracting Party. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Department. The Contracting Party may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contracting Party's order or fiscal forms or other documents forwarded by the Contracting Party for payment. The Department's acceptance of product or processing of documentation on forms furnished by the Contracting Party for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

21. MyFloridaMarketPlace Transaction Fee

This procurement may be subject to the MyFloridaMarketPlace Transaction Fee, pursuant to Rule 60A-1.031, Florida Administrative Code. Vendors desiring to sell commodities or contractual services as defined in Section 287.012, F.S., to the state through the on-line procurement system must register pursuant to Rule 60A-1.030, Florida Administrative Code. All vendors who desire to use the on-line procurement system, must go to <http://vendor.myfloridamarketplace.com> and complete the on-line registration, or call 1-866-352-3776 for registration assistance.

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contracting Party shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

22. Notices

Whenever notice is required to be given by Certified Mail, Return Receipt Requested or private carrier express mail service, it shall be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier.

Change of address, as well as, any other notice(s) required by this contract shall be delivered to the Department of Law Enforcement for the attention of:

The Office of General Services
2331 Phillips Road
Tallahassee, Florida 32308

And to the Contracting Party for the attention of:

Name: _____
Title: _____
Street Address: _____
Phone: _____
Email: _____

23. Payment

The State of Florida cannot make deposits or pay for goods and/or services in advance unless approved under rules issued by the Department of Financial Services. The Department is not authorized to pay to Contracting Party any deposit for services to be rendered or equipment to be purchased in the future.

Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the Contracting Party's rights and the Department's responsibilities concerning interest penalties and time limits for payment of invoices. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at 850-413-5516.

24. Public Records

This contract shall be unilaterally canceled by the Department for refusal to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with the contract.

In accordance with Section 215.985(16), Florida Statutes, this contract is subject to inclusion in the Florida Public Accountability Tracking System (FACTS) database and subject to posting, in whole or in part, on the Internet.

25. Right to Audit

Upon execution of the Contract, the Department reserves the right to conduct an audit of the Contractor's records pertaining to this project. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five years following Contract completion.

26. Renewal

There shall be no automatic renewal of this contract. Contracts for commodities or contractual services may be renewed for a period not to exceed three (3) years or for a period no longer than the original term of the contract, whichever is longer. Renewal contracts may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Contracts procured on an emergency or single source basis may not be renewed.

27. Scrutinized Companies Lists (Contracts for \$1 million or more)

In executing this contract, Respondent certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. Pursuant to Section 287.135(3), Florida Statutes, Respondent agrees the Department may terminate this contract for cause if the Respondent is found to have submitted a false certification or if Respondent is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

28. Security and Confidentiality

All agents and subcontractors with access to FDLE computer networks and systems to be engaged by the Contracting Party in the performance of this contract must be approved by FDLE and must abide by all applicable terms and conditions of the contract as well as FDLE security of information resources policies and procedures, State of Florida information security laws and rules.

Whenever necessitated by legitimate concern for reasonable security precautions as determined by the Department and without regard to the identity of any individual, the Department will require the Contracting Party(ies) and/or employees of the Contracting Party(ies) to submit to, and successfully pass, an appropriate security background investigation prior to being allowed access to any of the Department's facilities to perform those services as set forth in this contract. FDLE reserves the right to have Contracting Party's staff removed from the account when it is determined to be in the best interest of the State.

29. Severability

Any provision of this contract in violation of the laws of the State of Florida shall be ineffective to the extent of such violation, without invalidating the remaining provisions of this contract.

30. Suspension of Work

The Department may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the State to do so. The Department shall provide the Contracting Party written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to,

budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contracting Party shall comply with the notice for a period up to thirty (30) days after the notice is delivered to the Contracting Party, and for any further period to which the Parties may agree. Within thirty (30) days, or any longer period agreed to by the Contracting Party, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the contract or purchase order. Suspension of work shall not entitle the Contracting Party to any additional compensation.

31. Taxes

The Department does not pay Federal excise or sales taxes on direct purchases of personal property. The Department will not pay for any personal property taxes levied on the Contracting Party or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Department in the special contract conditions section or in the contract.

32. Termination for Cause

The Department may terminate the contract if the Contracting Party fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contracting Party shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contracting party shall not be liable for any excess costs if the failure to perform the contract arises from events completely beyond the control, and without the fault or negligence, of the Contracting Party. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contracting Party and the subcontractor, and without the fault or negligence of either, the Contracting Party shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contracting Party to meet the required delivery schedule. If, after termination, it is determined that the Contracting Party was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the contract.

33. Termination for Convenience

This contract may be canceled in whole or in part by the Department when the Department determines in its sole discretion that it is in the Department's interest to do so upon giving 30 days written notice by Certified Mail, Return Receipt Requested or by private carrier express mail service. The Contracting Party shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the

Contract, if any. The Contracting Party shall not be entitled to recover any cancellation charges or lost profits.

34. Travel

All bills for any travel expenses that are authorized by Section 112.061, Florida Statutes, shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes, governing payments by the State for travel expenses.

35. Waiver

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this contract, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach of default, or any similar breach or default thereafter occurring; nor shall any waiver of single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

36. Warranty of Ability to Perform

The Contracting Party warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contracting Party's ability to satisfy its contract obligations. The Contracting Party warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contracting Party shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the contract.

37. Warranty of Authority

Each person signing the contract warrants that he or she is duly authorized to do so and to bind the respective party to the contract.

FDLE Special Conditions: _____

The additional terms indicated in #38 and #39 are applicable if the attached contract pertains to equipment maintenance:

38. Extra Compensation

No repairs, replacements of parts or equipment that will result in extra charges not covered by this contract shall be performed by the Contracting Party without first submitting a written estimate of cost of same, and securing written approval from the Department.

39. Addition and Deletion

In the event any machine or equipment is subsequently purchased, the type of which is covered by this contract, such machine or equipment may, at the Department's discretion, be added to this contract at the established rate and under the same terms and conditions. Any machine or equipment covered by this contract may, at the Department's discretion, be deleted therefrom and the compensation contracted for proportionately reduced at any time, provided 30 days written notice is given to the Contracting Party.

40. Financial Consequences for Contractor's Failure to Perform

If the Contracting Party fails to meet the minimum level of service or performance identified in this agreement, or is customary for the industry, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are

not limited to withholding payments until the deficiency is cured, tendering only partial payments, imposition of other financial consequences per FDLE Special Conditions (as applicable), and termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on Contracting Party's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

41. FDLE Special Conditions

Any additional conditions required with this contract or changes to FDLE Exhibit 1 will require approval by FDLE General Counsel.

Vendor: Miami-Dade Police Department

Name: for Carlos A. Gimenez

Title: Mayor

Signature: [Signature]

Date: 4/9/2020

MAURICE L. KEMP
DEPUTY MAYOR
MIAMI-DADE CTY. FL

Florida Department of Law Enforcement

Name: Dean Register

Title: Director, Criminal Justice Professionalism

Signature: [Signature]

Date: 4/15/2020